



**Utkarsh Small Finance Bank**

## **MOBILE BANKING TERMS & CONDITIONS**

### **1. Definitions:**

**"Alerts"** mean the customised messages in response to the Triggers sent as SMS (as defined herein) to the Customer over his mobile phones.

**"Utkarsh Alert"** shall mean the customised messages in response to the Triggers sent as SMS (as defined herein) to the Customer over his mobile phones.

**"Utkarsh Digital Banking"** shall mean the Mobile Banking services available to a Customer under the name "Utkarsh Mobile Banking ", being subject to the Terms & Conditions applicable to the same.

**"Utkarsh Bank Account"** shall mean a savings/current account or any other account at locations approved by Utkarsh Bank, held by a Customer.

**"Customer"** means a person who is a Valid Card member and/or a Utkarsh Bank Account holder and who has accepted these Terms & Conditions and owns a Phone that supports SMS.

**"Details"** shall mean the details of the Customer or Instructions related to the Payments made/ to be made by the Customer for the Utilities/ Services.

**"Information"** shall mean the information provided/ to be provided to/ by Utkarsh Bank by/ to the customer and/or the Merchant Establishments including but not limited to the information provided/ to be provided by Utkarsh Bank to its Customers.

**"Intermediary(ies)"** shall mean any person appointed by Utkarsh Bank and/or any agent/ third party appointed by such Intermediaries under a principal-to-principal contract to provide any service related to the Mobile Banking Facility/ Payment Platform.

**"Instructions"** shall mean the instructions given to Utkarsh Bank directly or through Intermediaries by the Customer through SMS in relation to the



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Mobile Banking Facility.

**"Merchant Establishments"** shall mean establishments, wherever located, which honour the Payment Platform mode of making Payments including but not limited to stores, shops, restaurants, hotels, airline organisations, websites, mail order advertisers (whether retailers, distributors or manufacturers), mail order outlets (whether wholesalers, retailers, distributors or manufacturers) advertised as honouring the Payment Platform.

**"Mobile Banking Facility"** means any and all of the services/ facilities, some/ all of which may entail payment of a fee, from time to time provided/ to be provided by Utkarsh Bank to its Customers for giving and/ or receiving instructions through Phone(s) and shall include the facility of Utkarsh Alert, Payments or any other service/ facility as may be offered by Utkarsh Bank from time to time.

**"Payments"** means the payments that the Customer is required to make/ desires to make for the Utilities/ Services used/ to be used/ purchased by the Customer, which payment the Customer intends to make by using the Mobile Banking Facility by debit to the Customer's Valid Card or Utkarsh Bank Account.

**"Payment Platform"** means the facility made available by Utkarsh Bank in association with the Intermediaries to the Customer, in accordance with these Terms & Conditions and such other Terms & Conditions as may be communicated from time to time, which enables the Customer to make Payments from his Utkarsh Bank Account or Valid Card to Merchant Establishments for purchase of Utilities/ Services through SMS by using his Phone(s) under the Mobile Banking Facility.

**"Phone(s)"** shall mean phone(s) owned/ in the control of the Customer which supports voice and data exchange offered by any Telephone Service Provider and having distinctive phone number(s) that have either been provided to Utkarsh Bank by the Customer or is/ are available with Utkarsh Bank or Utkarsh Bank is informed of such distinctive number and the Customer has consented for use of such distinctive number for the Mobile Banking Facility.



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**"Remembrance Facility"** shall mean an option provided by Utkarsh Bank to its Customers (in respect of certain Utilities/ Services) where the Customer may permit Utkarsh Bank to remember certain Details, which Details shall be automatically reproduced the next time the Customer desires to make payments in respect of such Utilities/ Services.

**"SMS"** shall mean Short Messaging Service, being a service offered by Telephone Service Providers and/ or any other similar method of electronic communication that may now or at anytime in the future be offered by Telephone Service Provider(s).

**"Specific Terms & Conditions"** means the specific Terms & Conditions, as may be either contained in the Utkarsh Bank Account Terms & Conditions or be communicated from time to time, applicable to the Mobile Banking Facility.

**"Telephone Service Provider(s)"** shall mean any person/organisation permitted by the Government of India or any competent authority to provide telephone services in India that support voice and data traffic.

**"Terms & Conditions"** means these Terms & Conditions including any amendments and any and all annexure, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. These Terms & Conditions are supplemented by and in addition to the Specific Terms & Conditions, which would be required to be communicated to the Customer prior to availing of Mobile Banking Facility. In case there is a conflict or repugnancy between these Terms & Conditions and any Specific Terms & Conditions, these Terms & Conditions would prevail for all intents and purposes.

**"Triggers"** mean the customised triggers to be set or placed by the Customer with Utkarsh Bank with respect to specific event/ transactions relating to his Utkarsh Bank Account to enable the Bank to send the corresponding Alerts to the Customer.

**"Utilities/ Services"** shall mean the products, utilities and services offered by Utkarsh Bank and/ or the Merchant Establishments, from time to time, either



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directly or through Intermediaries, which the Customer may avail of and/ or make Payment for, as the case may be, by using the Mobile Banking Facility.

**"Valid Card"** shall mean an unexpired Credit Card issued by (i) Utkarsh Bank or (ii) Utkarsh Bank, India participating in the Visa / MasterCard Plan. The term "Valid Card" shall not include any Card which is listed in any warning bulletin, which includes the negative file/ list.

**"Website"** means the website with the domain name [www.utkarsh.bank](http://www.utkarsh.bank) owned and controlled by Utkarsh Bank.

### **2. Agreement to Provide Mobile Banking Facility**

On the Terms & Conditions hereinafter provided, Utkarsh Bank offers the Mobile Banking Facility to the Customer for obtaining and giving Information from/ to Utkarsh Bank through Utkarsh Alerts, availing loan on phone facility, Instructions through Phones, making Payments towards Utilities/ Services or any other services as may be offered by Utkarsh Bank from time to time in terms of and subject to acceptance by the Customer of the Specific Terms & Conditions for Mobile Banking Facility.

### **3. Reliance of Information and Authority to Act**

The Customer hereby confirms, declares and acknowledges that the Phone number(s) provided to Utkarsh Bank is/ are owned/ in the control of the Customer and that, unless otherwise expressly intimated to Utkarsh Bank in writing or through internet or Utkarsh Phone facilities of Utkarsh Bank, any communication from and to the said Phone(s) is and shall be with the knowledge of and within the control of the Customer. The Customer hereby confirms and undertakes to inform Utkarsh Bank forthwith upon any change in the Phone number(s), loss of the Phone(s), the Phone(s) being outside the control of the Customer and/or any other change that may effect the provision of the Mobile Banking Facility to the Customer. The Customer shall, in all circumstances, accept full responsibility for any and all Instructions sent to Utkarsh Bank from the Phone(s) and hereby authorises Utkarsh Bank to act on the Instructions and process any and all transactions, make Payments for Utilities/ Services, debit the Customer's Utkarsh Bank Account/ Valid Card and do any and all such things and take all such actions



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as may be necessary to carry out the Instructions including, but not limited to, obtaining all requisite Information and using such Remembrance Facility(ies) as may be necessary, unless the Customer has informed Utkarsh Bank, prior to the receipt of any such Instructions, of any change with regard to the Phone(s) and/ or Phone number(s) and such change has been intimated, in writing, to the Customer as having been taken on record by Utkarsh Bank. The Customer shall not contest the same in any manner whatsoever.

#### **4. Storage and Usage of Information/Instruction**

The Customer understands and confirms that Utkarsh Bank may, at its sole discretion, record any and all Information/ Instructions relayed from the Phone(s) to Utkarsh Bank directly or through Intermediaries and to the Phone(s) from Utkarsh Bank and/ or from Intermediaries and collect and store the same along with all information in such form and manner as it deems necessary and appropriate. The Customer further confirms that the data and Information/ Instruction so stored may be relied upon by Utkarsh Bank/ Intermediaries, made known to any person who may reasonably require the same and/ or produced in evidence in any proceedings or otherwise.

#### **5. Authority to Offer Services and Effect Changes**

The Customer hereby authorises Utkarsh Bank and/ or Intermediaries to send him SMS/ Call to/ on the Phone(s) with regard to the provision of any other services/ products and/ or Utilities/ Services until specifically instructed otherwise by the Customer in writing from such Phone(s). The SMS may be sent by the Customer to short code mobile number **8108 256 256** for the Utilities/Services or such other mobile number, which may be intimated to the Customer by Utkarsh Bank and/or its Intermediaries and/or the Merchant Establishment, as the case may be. The Customer further understands that if the Customer chooses to perform any transaction or issue any Instructions based thereon, the Customer shall be bound by the Terms & Conditions and any and all applicable Specific Terms & Conditions. The Customer acknowledges and confirms that the Customer has read/ shall read as and when updated and/or posted and accepted/ accept and be bound by these Terms & Conditions and the Specific Terms & Conditions confirms that the



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Customer shall avail of the Mobile Banking Facility in accordance with these Terms & Conditions and the Specific Terms & Conditions so stated. The Customer understands that Utkarsh Bank may from time to time amend/ modify/ substitute the Terms & Conditions and/ or the Specific Terms & Conditions as may be required by it, and the Customer agrees to be unconditionally bound by the same. The Customer understands that the SMS facility provided by the cellular service providers is a chargeable facility and the Customer shall keep himself informed of the charges payable to the cellular service providers for such SMS facility.

### **6. General Terms & Conditions**

- Utkarsh Bank shall use its best endeavours to effect Payments/ carry-out Instructions received by it within such time as may be specified by Utkarsh Bank, however, Utkarsh Bank does not guarantee that the Payment/ fulfillment of Instructions/ availability of the Mobile Banking Facility within such specified time frames since the Mobile Banking Facility depends on various electronic technology used from time to time and may pass through various Intermediaries, which could cause delays and snags in receipt/ transmission of any Instructions by/ from Utkarsh Bank from/ by the Customer. Accordingly, Utkarsh Bank shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer due to a delay/ inability in providing the Mobile Banking Facility.
- The Mobile Banking Facility shall be available in certain specific regions and to the subscribers of phones of certain specific Telephone Service Providers.
- The Mobile Banking Facility will be available to the Customer only if the Customer is within the cellular circles of the Telephone Service Providers or in the circles forming part of the roaming network of such Telephone Service Providers.
- Certain Merchant Establishments may specify the date by which Payment for Utilities/ Services is to be made and, notwithstanding any Instructions given by the Customer in this regard, Utkarsh Bank shall remit Payment only on the date specified by the Merchant Establishments.



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- Utkarsh Bank may, for any reason whatsoever, decide not to make the Payment and shall communicate through SMS such a decision to the Customer as soon as practicable. Utkarsh Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- In the event that the Customer makes a Payment under the Mobile Banking Facility and such Payment is rejected or returned by the Merchant Establishment for any reason whatsoever, Utkarsh Bank shall refund the amount of the Payment to the Customer and shall not be liable for any late charges, penalty, loss, damage, whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- Utkarsh Bank reserves the right to limit, the amount and frequency of Payments that a Customer may make by using the Mobile Banking Facility, with prior intimation to the Customer. Utkarsh Bank further reserves the right to alter/ amend/ modify the limits as imposed with prior intimation to the Customer.
- Without prejudice to the generality of the aforesaid, processing of all the Instructions is subject to the availability of free, clear and available funds/ limits in the Customer's Utkarsh Bank Account or Valid Card. In the event of clear funds/ limits not being available, Utkarsh Bank shall not process the Instructions and shall not make Payments. The Customer understands that Utkarsh Bank shall not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/ to be incurred by the Customer in this regard and/ or the Utilities/ Services not being delivered to the Customer by the Merchant Establishments on account of such non-processing of Instructions and the Customer hereby agrees not to hold Utkarsh Bank liable in this regard.
- Utkarsh Bank neither endorses the Utilities/ Services offered by the Merchant Establishments, nor is it in any manner party to the contracts that may be executed between the Customer and the Merchant Establishments. The Merchant Establishments shall be solely responsible to the Customer to render the Utilities/ Services for which Payment is to be made under these Terms & Conditions and Utkarsh Bank shall not be responsible/ liable for any



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deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the Customer and Merchant Establishments. The Customer shall not hold Utkarsh Bank liable for any non-service, delayed service, faulty service rendered by the Merchant Establishments and shall not contact, communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS, or personal meeting with Utkarsh Bank in this regard.

- Utkarsh Bank shall have the discretion to give effect to any Triggers (which decision shall be binding on the Customer). In the event Utkarsh Bank has reason to believe 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 reason whatsoever.
- The Customer specifically authorises Utkarsh Bank to conduct/carry out the Instructions of the Customer sent to the Bank using the Phone including any financial transactions such as availing the loan facility from Utkarsh Bank. The Customer understands that the Instructions of the Customer shall be carried out by Utkarsh Bank in accordance with the applicable terms and conditions of Loan on phone facility, without any call back to the Customer for seeking any confirmation on the Instructions of the Customer.
- The Customer shall ensure that Utkarsh Bank's charges are always duly paid to Utkarsh Bank and Utkarsh Bank shall be entitled to debit the Customer's Utkarsh Bank Account / Valid Card or recover its charges from the Customer in any manner it deems fit. If the Customer defaults in making payment of the charges to Utkarsh Bank, Utkarsh Bank shall be entitled (without prejudice to any other right or remedy it may have) to charge the Customer with a late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid till the actual date of payment.
- The Customer understands and acknowledges that any and/ or all the Intermediaries may require further authentication codes/ devices for provision of the Mobile Banking Facility/ Payment Platform and may provide the same to the Customer to be used to give Instructions and/ or perform certain transactions under the Mobile Banking Facility/ Payment Platform. The





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Customer hereby confirms and understands that Utkarsh Bank is, in no way, in a position to control or regulate such authentication codes/ devices and shall, consequently not, in any way be, liable or responsible for actions performed by the Customer utilizing the same. The Customer understands that the role of Utkarsh Bank is limited to verification of the Utkarsh Bank Account number, validity of the Valid Card, checking the availability of sufficient funds in the Utkarsh Bank Account of the Customer and processing the Payments.

- The Customer acknowledges that the Mobile Banking Facility is dependent on the infrastructure, connectivity and services provided by the Telephone Service Providers and the Intermediaries engaged by the Utkarsh Bank. The Customer accepts that timeliness, accuracy and readability of SMS/Utkarsh Alerts/ Instructions/ Information shall depend on factors affecting the Telephone Service Providers and Intermediaries. Utkarsh Bank shall not be liable for non-delivery or delayed delivery of SMS/ Utkarsh Alerts/ Instructions/ Information, Payments, error, loss or distortion in transmission of Information and Instructions to/from the Customer or the Merchant Establishments.
- Utkarsh Bank shall endeavour to provide the Mobile Banking Facility on a best effort basis and the Customer shall not hold Utkarsh Bank liable for non-availability of the Mobile Banking Facility or any part thereof or non-performance by any Telephone Service Providers or Intermediaries or any loss or damage caused to the Customer as a result of use of the Mobile Banking Facility (including relying on the Alerts/Information for the Customer's investment or business purposes) for causes which are not attributable to Utkarsh Bank. Utkarsh Bank shall not be liable in any manner to the Customer in connection with the use of the Mobile Banking Facility.
  - Utkarsh Bank shall be entitled to rely upon all electronic communications, orders or messages to Utkarsh Bank from the Customer whether received by E-mail, SMS, on Utkarsh Phone or otherwise in the manner prescribed for the same from time to time by Utkarsh Bank and Utkarsh Bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Customer shall in no circumstance dispute such reliance by Utkarsh Bank. The Customer shall be responsible for the



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Phone and any usage of the same, whether by a third party or any other person, shall be deemed to be a usage by the Customer. It shall be the sole responsibility of the Customer to inform Utkarsh Bank in writing about any change with regard to the Phone(s) and Utkarsh Bank shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/ incurred by the Customer by reason of his failure to do so.

- Utkarsh Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication, orders or messages whether with or without the utilisation of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and Utkarsh Bank specifically excludes the same to the fullest extent permitted by law even if Utkarsh Bank shall have been advised in advance of the possibility of such damages.
- Utkarsh Bank reserves the right, but shall not be obliged, to make changes, enhancements, and/ or modifications to the Mobile Banking Facility offered by Utkarsh Bank from time to time.
- Utkarsh Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, Charge fees for the provision of any and/ or all of the Mobile Banking Facility.
- The Customer undertakes to provide Utkarsh Bank with such information and/ or render such assistance as is required by Utkarsh Bank for the performance of its obligations for the provision of the Mobile Banking Facility.
- While Utkarsh Bank shall endeavour to ensure that the Payments for Utilities/ Services would be permitted in the various modes made available under these Terms & Conditions and the Specific Terms & Conditions, Utkarsh Bank may, however, restrict the payment of certain Utilities/ Services in certain modes. Further, Utkarsh Bank may, from time to time, withdraw or add modes of Payment under these Terms &



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Conditions and the Specific Terms & Conditions.

- These Terms & Conditions shall be in addition to and not in derogation of the Specific Terms & Conditions and the Terms & Conditions applicable to other services offered by Utkarsh Bank.
- Utkarsh Bank may, in its sole discretion, accept any cancellation request by the Customer, provided that Utkarsh Bank has not already made Payment. Utkarsh Bank will not be liable for late charges, penalty, loss, damage (whether direct or indirect), costs, charges or expenses incurred by the Customer arising out of such cancellation. The Customer shall not dispute the mode and manner in which such cancellation requests may be required by Utkarsh Bank and shall be bound by the same.

### **6. Indemnity**

In consideration of Utkarsh Bank agreeing to provide to the Customer the Mobile Banking Facility, the Customer hereby irrevocably agrees, to indemnify and keep Utkarsh Bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by Utkarsh Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or any third party whatsoever, arising out of or in connection with the use of the Mobile Banking Facility and any and all transactions initiated by the use of the Mobile Banking Facility, whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, Utkarsh Bank has processed on the Instructions and authority of the Customer in accordance with these Terms & Conditions and other applicable Specific Terms & Conditions, as the case may be. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding withdrawal, either partially or in totality, of the Mobile Banking Facility.

### **8. No Warranty**

Without prejudice to anything contained in these Terms & Conditions, Utkarsh Bank makes no express or implied warranty with respect to the



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Mobile Banking Facility provided hereunder including, without limitation, any warranties of non-infringement of third party rights, title, marketability, satisfactory quality, fitness for a particular purpose.

### **9. Limitation of Liability**

Without prejudice to any other provisions of this Agreement, Utkarsh Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Payment Platform/Mobile Banking Facility and/or these Terms & Conditions. Notwithstanding the generality of the above, Utkarsh Bank expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Payment Platform/ Mobile Banking Facility.

### **10. Confidentiality and Disclosure**

To the extent not prohibited by applicable law, the Utkarsh Bank shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilisation of the Payment Platform/Mobile Banking Facility to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Utkarsh Bank, Intermediaries and third parties selected by Utkarsh Bank, wherever situated, for confidential use in and in connection with the Payment Platform/Mobile Banking Facility.

Notwithstanding anything contained above, Utkarsh Bank shall be entitled at any time to disclose any and all information concerning the Customer within the knowledge and possession of Utkarsh Bank (a) to any party in connection with the Payment Platform/Mobile Banking Facility provided by Utkarsh Bank and/or its Intermediaries to the Customer, including inter alia, information relating to the cause for termination of Payment Platform/Mobile Banking Facility (b) to any other Bank/association/financial institution or any other body in respect of any negative information in respect of the Customer. This clause will survive the termination of this Agreement. The Customer hereby waives the right of privity, privilege and privacy.

### **11. Termination**



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Utkarsh bank reserves the right to terminate the facility of Payment Platform/ any or all of the Mobile Banking Facility, either partially or in totality, at any time whatsoever, without prior notice. Utkarsh Bank also reserve the right at any time without prior notice to add/ alter/ modify/ change or vary all of these Terms & Conditions.

### 12. Disclaimer

The Customer is solely responsible for protecting his TPIN/ IPIN or Phone. Utkarsh Bank will not be liable for:

- Any unauthorised use of the Customer's TPIN, IPIN or Phone or for any fraudulent, duplicate or erroneous instructions/ Triggers given by use of the Customer's TPIN, IPIN or Phone.
- Acting in good faith on any instructions/ Triggers received by Utkarsh Bank.
- Error, default, delay or inability of Utkarsh Bank to act on all or any of the instructions/ Triggers.
- Loss of any Information/ Instructions/ Utkarsh Alerts in transmission.
- Unauthorised access by any other person to any information/ instructions/ Triggers given by the Customer or breach of confidentiality.

Utkarsh Bank will not be concerned with any dispute between the Customer and the cellular service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the cellular service provider or guarantee for timely delivery or accuracy of the contents of Utkarsh Alert.

### 13. General

- i. **Force Majeure** – Utkarsh Bank shall not be liable for any failure to perform any of its obligations under these Terms & Conditions or the Specific Terms & Conditions if the performance is prevented,



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hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Utkarsh Bank shall promptly inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of Utkarsh Bank, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, etc.

- ii. **Waiver** - A failure by Utkarsh Bank to exercise or enforce any rights conferred upon it by these Terms & Conditions or the Specific Terms & Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- iii. **Survival After Termination** - Clauses which are intended to survive the term and termination of these Terms & Conditions shall survive the term and termination hereof.
- iv. **Updating of General Information in Utkarsh Bank Systems** - Customer hereby agrees and acknowledges that all information that would be provided by the Customer under or in respect of the Payment Platform/ Mobile Banking Facility, including the details of the E-mail identity of the Customer, the Utkarsh Bank Account number and the Phone number(s) could be updated in the general systems of Utkarsh Bank. Hence Utkarsh Bank may use all such information for the provision of other services and facilities provided by Utkarsh Bank to the Customer from time to time. The Customer is deemed to have consented to the usage of all such information for other services of Utkarsh Bank also.
- v. **Governing law and jurisdiction** - The construction, validity and performance of these Terms & Conditions shall be governed in all



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respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at "Varanasi" which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.