

**Terms and Conditions for
Bank of India Mobile Banking (Core Banking) Services
BOI Mobile / SMS**

(The Customer accepts and unconditionally agrees to abide by the following terms and conditions.)

01. Definitions:

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"Account(s)" refers to the Customer's Savings/Current Account and/ or home loan account and/ or automobile loan account and/ or consumer durable loan account and/ or any other type of account so maintained with **Bank of India** which are eligible Account(s) for operations through the use of **BOI Mobile (Core Banking) Services** (each an "Account" and collectively "Accounts").

"Alerts" refers to the event-based message sent to the User, on his mobile phone or his email address subject to the User's subscribing to that event-based message.

"Bank" means **Bank of India**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its registered office at "Star House" Bandra Kurla Complex, Bandra (East), Mumbai 400 051, India including any branch office, thereof.

"Customer" means a person including individual(s), Company, Proprietary Firm, HUF, etc...who has an Account with the Bank and who has been authorized by the Bank to avail of the **BOI Mobile (Core Banking) Services** inter alia on the terms and conditions contained herein.

"IVRS" means Interactive Voice Response System used on telephone systems to convert data into voice and send telephone keypad signals to computer systems to select the choices.

"Password" is a secret series of characters comprising of letters of English alphabet and/or numeric numbers and/or special characters that enables a computer User to access a computer network, file, data or programme.

"Personal information" refers to the information provided by the Customer/User to the **Bank**.

"SMS Banking" shall mean the **Bank's** SMS banking facility under **BOI Mobile (Core Banking) Services** which provides the Customer services such as information relating to Account(s) of the Customer, details about transactions, utility payment, funds transfer and such other services as may be provided on the Customer's Mobile Telephone using 'Short Messaging Service' (SMS) by the **Bank** from time to time.

"SMS Password" is a secret series of numeric numbers that enables a User to access **BOI Mobile (Core Banking) Services** using SMS Banking.

"BOI Mobile (Core Banking) Services" is the Bank's Services extended to its Core Banking Branch Customers through Mobile Phones *i.e. Mobile Banking, SMS Banking*, like:

- Account Status; which includes balance enquiry, transactional view, statement of accounts, etc.
- Services/ Requests; like Request for Cheque book, Stop Payment, Utility Payments, deposit renewal etc.
- Financial Transactions; which include transfer of funds (to self-account and/or credit/debit to third party account, IMPS P2P, IMPS P2M, NEFT, RTGS, Bill payments, term deposit Transactions) etc.

- Administration Module;
- Event Based Alerts;
- Utilities; would include display of, deposit interest rates, etc.

These facilities shall be offered in a phased manner at the convenience of the **Bank**. The **Bank** may also make additions/ modifications/ deletions to the facilities offered through **BOI Mobile (Core Banking) Services**, at its sole discretion without any intimation to customer/user.

"**Terms**" refers to the terms and conditions for use of **BOI Mobile (Core Banking) Services** as detailed in this document.

"**TPIN**" refers to the Telebanking Personal Identification Number and is a unique number, that is required for the accessing the facility and will be useful for general enquiry and requests, over Telephone.

"**TELEBANKING**" means the facility which may be provided by the Bank to the Customers for getting information through IVRS about the Customer's Account/s using telephone with key pad facility and/or for registering for any services as may be offered by the Bank under tele-banking facility.

"**Transaction PIN**" refers to the Transaction Personal Identification Number and is a unique number that is required for executing the transactions over Telephone.

"**User**" refers to the person(s) authorized to use **BOI Mobile (Core Banking) Services** by the **Bank**, on the request of its Customer.

- In case of Customer being the Hindu Undivided Family (HUF), the Karta of the HUF shall be authorized to be use **BOI Mobile (Core Banking) Services** and the same shall bind all the members of the HUF.
 - In case of customer being a company/firm/other bodies, the person authorized to use the BOI Mobile(Core Banking) Services and the same shall be binding on the company/firm/ other bodies
- * In case the Customer is an Individual the individual himself/herself.

"**User-ID**" refers to short collection of characters and/or numerals to be used to identify the User who is using the password.

In this document all references to the User in masculine gender shall be deemed to include the feminine gender and vice versa.

02. Applicability of TERMS:

These 'Terms' form the contract between the Customer/User and the **Bank** for **BOI Mobile (Core Banking) Services**. A Customer/User who have read and understood the terms and conditions contained herein (and such other modifications which may be made by the **Bank** from time to time at its sole discretion) and agrees to unconditionally accept and abide by the same only shall apply to the **Bank** for availing the **BOI Mobile (Core Banking) Services**. By applying for availing of **BOI Mobile (Core Banking) Services**, it shall be deemed that the Customer and User has accepted and agreed to abide by these Terms and conditions and such other modifications, which may be made by the Bank from time to time. It is further clarified that extending the **BOI Mobile (Core Banking) Services** to any Customer/User shall be at the sole discretion of the **Bank** and **Bank** may reject any applications submitted by any Customer/User without assigning any reasons. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Bank Customer.

03. BOI Mobile (Core Banking) Services:

The **BOI Mobile (Core Banking) Services** shall comprise of the followings:

- a. Mobile Banking
- b. SMS Banking

Customer/User are aware that these services cannot be claimed as a matter of right by any User/Customer and the same are provided at the sole discretion of the Bank. The **Bank** also reserves the right to refuse/withdraw the facility without assigning any reason.

Similarly for availing, **BOI Mobile (Core Banking) Services** through Mobile phone, the User should have a Mobile phone with a mobile connection from any of the Mobile Service Providers (MSP) with 'Short Messaging Service' (SMS) enabled for SMS Banking and shall have internet connection. The **Bank** will advise/ publish the information on Play Store/ APP Store from time to time the Android and iOS versions which are supported for using **BOI Mobile (Core Banking) Services**. There will be no obligation on the **Bank** to support all the versions of Android and iOS.

The **Bank** at its sole discretion may decide to extend limited/ additional functionality of **BOI Mobile (Core Banking) Services** through Kiosks installed at the selected locations/ branches. The Services on this Kiosk will be made available to the User through their **BOI Mobile Banking Credentials** (User ID and Password/s). The **Bank** may also decide to extend this facility on a select basis.

04. BOI Mobile Access:

When the Customer registers in BOI Mobile app they can set User ID, Login PIN and Transaction password for performing financial transactions of their choice. As a safety measure, the User shall change the Login PIN / Transaction Password as frequently thereafter as possible. In addition to User-id, Login PIN and Transaction Password the **Bank** may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and/ or smart cards. The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of the **Bank** through any means other than the **BOI Mobile**. In the event the Customer authorizes more than one person as the User, the Customer shall notify to the Bank the mode of operation by such persons (User), based on which the Bank shall issue necessary operational instructions to the User.

05. BOI Mobile (Core Banking) Services Password(s) and PIN(s):

The User unconditionally undertakes to have **BOI Mobile** password(s), SMS password(s), TPIN and Transaction PIN/ Password of such number of letters/numerals/ special characters as may be notified by the **Bank** from time to time and ensure that the same is kept confidential; and not to let any person have access to the internet/telephone while the User is accessing the **BOI Mobile Services** (Core Banking) or otherwise. If the User forgets the **BOI Mobile** (Core Banking) password, the User can reset their password using BOI Mobile app. The Customer/User agrees and acknowledges that the **Bank** shall in no way be held responsible or liable, if the User/Customer incurs any loss as a result of information being disclosed by User / customer or otherwise regarding the Account(s) or carrying the instruction of the User pursuant to the access of **BOI Mobile (Core Banking) Services** and the User/Customer shall fully indemnify and hold harmless the **Bank** in respect of any loss caused to the customer/ user. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake and the customer/ user is solely responsible for keeping the confidentiality of such information and Bank shall not be liable in any circumstance.

06. Unauthorized Access:

The User shall take all necessary precautions to prevent unauthorized and illegal use of **BOI Mobile (Core Banking) Services** and unauthorized access to the Accounts provided by **BOI Mobile (Core Banking) Services**.

07. Joint Accounts:

The **BOI Mobile (Core Banking) Services** will be available in case of joint accounts, only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor' or 'former or survivor'. The **Bank** reserves the right to make available the Services on selective basis, in case of mode of operation are other than the mentioned above on such additional terms and conditions. The access rights on the account shall be dependent on the mode of operation given in the account. Further, all transactions arising from the use of **BOI Mobile (Core Banking) Services** in the joint account shall be binding on all the joint account holders, jointly and severally.

08. Change in Authorized Signatory/ Mode of Operation Account/s:

The Customer undertakes to promptly inform the **Bank** on any change in the User and/or the mode of operation of account/s linked to the **BOI Mobile (Core Banking) Services** and also understands and agrees that the **Bank** may take minimum one working day to effect the changes for **BOI Mobile (Core Banking) Services**. Where the Customer is a Company, Partnership firm, HUF, Trust, Club/Association, or anybody corporate, the change in existing User and appointment of new User shall be made only by way of proper resolution/authorization passed by such Customer and communicated to the Bank in writing.

09. Mailing Address:

All correspondence/delivery by the Bank shall only be made at the address and/or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of any such communication.

10. Taxes, Duties, Charges:

The customer agrees and acknowledges that in consideration of the **Bank** providing the Customer the **BOI Mobile Services (Core Banking)**, the Bank is entitled to receive charges, service charges as the Bank determines from time to time. The **Bank** reserves the right to charge and recover from the Customer's account such charges, service charges for providing services through **BOI Mobile (Core Banking) Services**. The Customer hereby authorizes the **Bank** to recover the service charge by debiting any of the Accounts of the Customer or by sending a bill to the Customer who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by the **Bank** in a manner as the **Bank** may deem fit along with such interest stipulated by the Bank and/or withdrawal of the **BOI Mobile (Core Banking) Services** without any further notice to the customer/ user and without any liability to the **Bank**. All out of pocket expenses where ever applicable will be borne by the Customer, which may be in addition to the Normal Charges, which may be decided by the **Bank** from time to time. The Customer shall also be liable to pay service tax or any other fees/taxes as levied by Government or any other Regulatory authorities from time to time, failing which the Bank will be at liberty to make payment of such amount by debiting the customer's account. In the event any authority decides that this document and/or the Application form submitted by the Customer/User is liable to be stamped, the liability to pay the same along with penalty and other monies if any levied, shall be on the Customer/User and in which case the Customer/User shall immediately pay such amounts to the concerned authority/Bank without demur. The Bank shall also be within its right to pay such amounts to the concerned authority by debiting the Customer's account without any notice to the Customer/User.

11. Maintenance of Sufficient Balance:

The Customer shall maintain, at all times, such minimum balance in the accounts being accessed through **BOI Mobile (Core Banking) Services**, as the **Bank** may stipulate from time to time. The **Bank** may, at its discretion, levy penal charges for non-maintenance of the minimum balance. The **Bank** may withdraw the **BOI Mobile (Core Banking) Services**, if at any time the amount of deposit falls short of the required minimum as aforesaid and/ or if the other charges remain unpaid, without giving any further notice to the Customer/User and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

12. Funds Transfer through BOI Mobile (Core Banking) Services

The Customer/User shall not use or attempt to use the **BOI Mobile** for funds transfer without sufficient funds in the concerned Account or without a pre-existing arrangement with **Bank** for the grant of an overdraft. The **Bank** will endeavor to effect funds transfer transaction received through **BOI Mobile** subject to availability of sufficient funds in the Account. The **Bank** may specify from time to time the limit for carrying out various kinds of funds transfer or any other services through **BOI Mobile Services (Core Banking)** without giving any notice to the customer. The said facility will be provided as per conditions specified by **Bank** from time to time. **Bank** shall not be liable for any act or omission to make all or any of the payments or for late payments.

In the event of overdraft created due to oversight/inadvertently or due to any other reason, the Customer will be liable to pay overdrawn amount together with the interest on such over drawn amount, as decided by the Bank from time to time and shall be repaid by the customer forthwith.

13. Authority to Bank of India for BOI Mobile (Core Banking) Services:

The Customer irrevocably and unconditionally authorizes the **Bank** to access all his Account(s) for effecting banking or other transactions performed by the Customer/User through the **BOI Mobile (Core Banking) Services**. The instructions of the User shall be effected only after authentication of the User in accordance with the prescribed procedure for **BOI Mobile (Core Banking) Services**. The **Bank** shall have no obligation to verify the authenticity of any transaction received from the User.

The display or printed output that is generated by the User at the time of operation of **BOI Mobile (Core Banking) Services** is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through its computer systems or otherwise shall be accepted as conclusive and binding on customer for all purposes.

While the **Bank** shall endeavor to carry out the instructions promptly, however, it may take minimum one working day to effect the User/Customer's Instructions. The **Bank** shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems.

14. Instructions:

All instructions for availing the **BOI Mobile (Core Banking) Services** shall be given through respective device by the User in the manner indicated by the **Bank**. The User is also responsible for the accuracy and authenticity of the instructions provided to the **Bank** and the same shall be considered to be sufficient to operate the **BOI Mobile (Core Banking) Services**. The **Bank** shall not be required to independently verify the instructions; an instruction is effective unless countermanded by further written instructions by the customer within the specified time frame and in anyway before the transaction is effected as per earlier instructions. In cases where the Customer has appointed/authorized more than one person as User with instruction for "joint operation" the Bank shall not be bound to act upon unless the authorised users give the instructions jointly. The customer/ user shall also follow the time-to-time instructions/guidelines given by the Bank in respect of operation/authentication of the transactions under the **BOI Mobile (Core Banking) Services**.

The **Bank** shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction/instruction of the Customer/User. Where the **Bank** considers the instructions to be inconsistent

or contradictory Bank may (without being bound to do so) seek clarification from the User/Customer before acting on any instruction of the customer or act upon any such instruction as it deems fit, at its sole discretion. The **Bank** states that they have no liability or obligation to keep a record of the instructions to provide information to the User/Customer or for verifying customer's instructions. The **Bank** may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the **BOI Mobile (Core Banking) Services**, at its sole discretion if it has reason to believe that the User/Customer's instructions will lead or expose to direct or indirect loss or claim to it. In such cases Bank may require an indemnity or such other security from the Customer before continuing to operate the **BOI Mobile (Core Banking) Services** and upon providing such indemnity in favour of Bank by the customer also Bank is at liberty to decide to allow operation at its discretion.

15. Accuracy of Information:

The Customer and User is responsible for the correctness of information supplied to the **Bank** for use of the **BOI Mobile (Core Banking) Services**. The **Bank** accepts no liability for the consequences arising out of erroneous information supplied by the Customer and/ or User. If the User/Customer notices an error in the information supplied to the **Bank** either in the application form or any other communication, he shall immediately advise the **Bank**, which will endeavor to correct the error wherever possible on a "reasonable efforts" basis. It is clarified that Bank shall not be liable to the Customer and /or User and/or any other person for acting on such erroneous information supplied by the Customer and /or User. The Customer also undertakes that they shall fully indemnify and keep Indemnified the Bank for any loss, damage or claim sustained to the Bank due to the Bank acting on such erroneous information supplied by the Customer and/ or User.

16. Liability of the Customer, User and Bank:

The **Bank** shall not be liable for any unauthorized transactions occurring through the **BOI Mobile (Core Banking) Services** and the Customer and User hereby fully indemnifies and holds the **Bank** harmless against any action, suit, proceeding initiated against it, and all legal expenses including but not limited to the Attorney's fees or any loss, cost or damage incurred by it as a result thereof. The **Bank** shall under no circumstance be held liable to the Customer and/ or User if the **BOI Mobile (Core Banking) Services** is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason. Under no circumstances shall the **Bank** be liable for any loss or damages whatsoever whether such loss or damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer and / or User and/ or by any other person. Illegal or improper use of the **BOI Mobile (Core Banking) Services** by the User shall render the Customer liable for payment of financial charges as decided by the **Bank** or will result in suspension of the operations through the **BOI Mobile (Core Banking) Services**, in addition to the Customer's liability as per the law of land.

17. Indemnity:

The Customer hereby agrees and declares that they shall be bound by whatever action of the Customer and / or User or any inaction on his/their part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard.

In consideration of the **Bank** providing the Customer the **BOI Mobile Services (Core Banking)**, the Customer hereby Indemnify and keep indemnified and hold the **Bank**, including their officers, employees and agents, indemnified against all claims, losses, damages and expenses on full indemnity basis which the **Bank** may incur, sustain, suffer or is likely to suffer in connection with the execution of the Customer's instructions and against all actions, suit, claims, demands, proceedings, losses, damages, costs, charges, expenses and all legal expenses including but not limited to Attorney's fees, as a consequence and/ or by

reason of providing a service through **BOI Mobile (Core Banking) Services** and/ or by following the instructions of the customer and / or user. The Customer will pay the **Bank** such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

18. Disclosure of Information:

The Customer and User agrees that the **Bank** or their agents may hold and process their Personal Information and all other information concerning their Account(s) or otherwise in connection with the **BOI Mobile (Core Banking) Services** as well as for analysis, credit scoring and marketing. The Customer and User also agrees that the **Bank** may disclose, to other institutions/Government departments/statutory bodies/RBI/Credit Information Bureau of India Ltd/ any other Regulatory Authority such Personal Information as may be required for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal or regulatory directives, for credit rating by recognized credit scoring agencies, for fraud prevention purposes.

19. Change of Terms:

The **Bank** has the absolute discretion to amend or supplement any of the Terms specified in this document at any time and will endeavor to notify such changes wherever feasible. The **Bank** may introduce new services within **BOI Mobile (Core Banking) Services** from time to time at its discretion. The existence and availability of the new functions, changes etc... will be published on Play Store/APP Store or by any other means, as and when they become available. The Customer and User agrees to be bound and shall abide by the terms and conditions as applicable.

20. Non-Transferability:

The grant of **BOI Mobile (Core Banking) Services** to a Customer is not transferable under any circumstance and shall be used only by the customer or User duly authorized by the Customer.

21. Termination of BOI Mobile:

The Customer may de-register from **BOI Mobile (Core Banking) Services** facility any time using the De-register option available in the app. The Customer will remain responsible for all transactions made and those scheduled for a future date on his/her account(s) prior to the time of such cancellation/termination of the BOI Mobile Services (Core Banking) comes into effect. The Bank may at its sole discretion withdraw the **BOI Mobile** facility at any time without incurring any liability to the Bank. The closure of account by the Customer will automatically terminate the **BOI Mobile Services (Core Banking)**. The **Bank** may suspend or terminate the **BOI Mobile (Core Banking) Services** forthwith without prior notice if the Customer and /or user have/ has committed breach of any of these terms and conditions or the **Bank** learns of the death, any proceeding for winding up, bankruptcy legal incapacity of the Customer.

22. Notices:

Notice(s) under these Terms may be given by the **Bank** to the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer and /or by electronic mail and in the case of **Bank** to its corporate office address as set out hereinabove. In addition, the **Bank** may also publish the notices in a newspaper or on its web site located at www.bankofindia.com. Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, cable, telex or facsimile or upon publishing in any newspaper or the Web Site of the Bank.

23. Risks

The Customer hereby acknowledges that he/ she and/ or user is utilizing the **BOI Mobile (Core Banking) Services** at his/her own risk. These risks would include the following risks,

(i) Misuse of password/ PIN:

The Customer and/ or User acknowledges that if any unauthorized/third person obtains access to his password or PIN, such unauthorized/third person would be able to have access to the facility and to provide instructions to the **Bank** and transact all his accounts. In such case, the **Bank** shall not be liable for any loss, damage sustained to Customer and /or user. The Customer and User shall ensure that the terms and conditions applicable to the use of the password as contained in the **BOI Mobile (Core Banking) Services** are complied with at all times and it is the responsibility of the customer and/ or user only to keep credentials like user name , password etc. confidential. .

(ii) Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to the Bank. The Customer shall separately evolve/evaluate all risk arising out of the same and the Bank shall not be liable under any circumstances for any loss, damage, etc caused to the customer and/ or user and /or any other person.

(iii) Mistakes and Errors:

The Customer and User are aware that they are required to mention correct details. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, for which **Bank** shall not be liable. The User and Customer shall ensure that there are no mistakes and errors and the information/ instructions given by the User and Customer to the **Bank** in this regard are without error, accurate, proper and complete at all points of time. On the other hand, in the event of Customer's account receiving an incorrect credit by reason of a mistake, the Customer/User shall immediately inform and return such amounts to the Bank together with interest at such rates determined by the Bank, till repayment. The Bank shall also be entitled to recover such amounts together with interest as above and reverse the incorrect credit at any time whatsoever without prior notice / consent of the Customer. The Customer shall be liable and responsible to the **Bank** and shall accede and accept instructions of the **Bank** without demur for any unfair or unjust gain obtained by the Customer and /or user.

(iv) Transactions:

The transactions as per customer's and/ or User's instructions under **BOI Mobile (Core Banking) Services** may not fructify or may not be completed for any reason whatsoever. In such cases, the Customer and/ or user shall not hold the **Bank** responsible or involved in any manner in the said transaction(s) and contracts and Customer's sole recourse in this regard shall be with the party to whom customer's and /or User's instructions were favoring. The **Bank** is merely providing the services to the Customer and the **Bank** shall not be responsible in this regard.

(v) Technological Risks:

The technology for enabling **BOI Mobile (Core Banking) Services** offered by the **Bank** could be affected by virus or other malicious, destructive or corrupting code or programme. It may also be possible that the site of the **Bank** may require maintenance/repairs and during such time it may not be possible to process the request of the Customer/User. This could result in delays in processing of instructions of customer / user or failure in the processing of instructions of customer/ user and other such failures and mobility. The Customer undertakes and agrees that the **Bank** disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by the **Bank** to honor Customer's/User's instructions for whatsoever reason. **Bank** shall not be liable if the instruction given by the customer's and /or User's is not received correctly and/or is not complete and/or is not in readable form and/ or is ambiguous.

The Customer and User understands and accepts that the **Bank** shall not be responsible for any of the aforesaid risks. The Customer and user also accepts that the **Bank** shall disclaim all liability in respect of the said risks.

24. Governing Law:

These terms and conditions and/or operations in the accounts of the Customer maintained by the **Bank** and/or the use of services provided through **BOI Mobile (Core Banking) Services** shall be governed by the provisions of Information & Technology Act, 2000 and by the other laws of the Republic of India and no other nation. The Customer/User agrees to abide by prevailing laws in respect of **BOI Mobile (Core Banking) Services** applicable in Republic of India. **Bank** accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any jurisdiction by the customer/ user.. The Customer/User agrees to submit to the exclusive jurisdiction of the Courts located in Mumbai (Maharashtra), India as regards any claim or matters arising under these terms and conditions. However, the Bank may initiate legal action at any other Court of competent jurisdiction.

The mere fact that **BOI Mobile (Core Banking) Services** can be accessed through Internet by a customer/User from a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the accounts of the Customer through Internet and/or the use of **BOI Mobile (Core Banking) Services**.

The rules and regulations applicable to normal banking transactions in India will be applicable mutatis mutandis for the transactions executed through **BOI Mobile (Core Banking) Services**. The Customer and User are also aware that it is their responsibility to comply with all the laws, rules and regulations prevailing in the country from where he is accessing the Internet.

25. Applicability to Future Accounts:

The Customer agree that if the Customer opens further Account(s) with/subscribes to any of the products/services of **Bank**, and **Bank** may extend the **BOI Mobile (Core Banking) Services** to such Accounts or products or services upon the request of the customer but at Bank's discretion. In such case these Terms and conditions shall automatically apply to such further use of the **BOI Mobile (Core Banking) Services** by the Customer/ user.

26. Assignment:

Bank shall be entitled to sell, assign, securitize or transfer **Bank's** right and obligations under the Terms and any security in favour of **Bank** (including all guarantee/s) to any person of **Bank's** choice in whole or in part and in such manner and on such terms and conditions as **Bank** may decide. Any such sale,

assignment, securitization or transfer shall conclusively bind the Customer/User and all other persons. The Customer/User and their respective heirs, legal representatives, executors, administrators and successors are bound by the Terms. However, the Customer and / or User shall not be entitled to transfer or assign any of their rights and obligations hereunder unless permitted by the Bank in writing.

27. Right of set-off and Lien:

Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, including but not limited to the dues arising as a result of the **BOI Mobile (Core Banking) Services** extended to and/ or used by the Customer/ user.

28. Proprietary Rights:

The Customer acknowledges that the software underlying the **BOI Mobile (Core Banking) Services** as well as other Internet related software which are required for accessing **BOI Mobile (Core Banking) Services** are the legal property of the Bank. The permission given by **Bank** to access **BOI Mobile (Core Banking) Services** will not convey any proprietary or ownership rights in such software to the customer/ user/ any other person. The Customer/User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying **BOI Mobile** or create any derivative product based on the software.

29. General:

The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. **Bank** may sub-contract and employ agents for providing **BOI Mobile (Core Banking) Services**. All costs incurred by the Customer and/or user including telecommunication costs to use the **BOI Mobile (Core Banking) Services** would be borne by the Customer.