

Terms & Conditions for Baroda M-Connect Plus

1. Definitions:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

“**Account**” refers to any account at the Bank which has been registered for use via Baroda M-Connect Plus which may include the User’s Savings and / or Current Account and / or Time Deposit and / or Cash Credit, Overdraft, Loan Account and / or any other type of account as available in the Bank to be covered under the Baroda M-Connect Plus service facility.

“**Application Password**” shall mean the password for opening the Baroda M-Connect Plus Mobile Banking facility in the mobile phone / other devices

“**Bank**” refers to Bank of Baroda (New Zealand) Ltd, a banking company having its head office at 114 Dominion Road, Auckland, New Zealand, including any branch / office thereof.

“**Baroda M-Connect Plus**” refers to the mobile banking service of the Bank available by accessing internet banking via a software application and/or web application that has been created to suit small–screen and /or portable devices (including, but not limited to, mobile phones etc). All the banking services may not be available through **Baroda M-Connect Plus**

“**mPIN**” refers to the Personal Identification Number (password) used by a User to access the Baroda M-Connect Plus Mobile banking facility.

“**Mobile Phone Number**” refer to registered mobile phone number that has been given by the User to register for the Facility or registered in the account

“**Terms**” refers to terms and conditions for use of Baroda M-Connect Plus as detailed in this document.

“**User**” refers to any individual user availing Internet banking facility of the Bank.

“**Working Day**” means any day that is not a Saturday, Sunday, or a public holiday as defined in the Holidays Act 2003.

2. Applicability of terms:

These Terms form the contract between the User and the Bank. By applying for access to Baroda M-Connect Plus and utilizing the various services so offered, the User acknowledges and accepts these Terms. These Terms will be in addition and not in derogation of the terms and conditions relating to any Account of the User.

3. a) Application for Baroda M-Connect Plus service :

The Bank may extend the Baroda M-Connect Plus service to selected customers at its discretion. The User must be a current legal Internet user and must be registered with the Bank. The application form to become a User of Baroda M-Connect Plus may be downloaded and printed from the Bank's website or the same can be received from any branch of the Bank. The said form is to be completed and duly signed by the User and submitted to the branch of the Bank. Upon receipt of the Bank's completed and signed prescribed application form or any other means acceptable to the Bank for Baroda M-Connect Plus service and subject to the satisfaction of the eligibility criteria laid down by the Bank from time to time, Baroda M-Connect Plus service access shall be provided to the User by the Bank. The User shall not attempt or permit others to attempt accessing the account information stored in the Bank's computers through any means other than Baroda M-Connect Plus service. The User shall not attempt or permit others to attempt to access any account information stored in the Bank's computers which does not relate to the User's Account or for any illegal or improper purposes which, if done and proved to be so, will be liable for action under the appropriate law and withdrawal of the Baroda M-Connect Plus facility.

b) Instructions:

The Bank shall provide all instructions for operating the Baroda M-Connect Plus service facility to the User. The User is responsible for the accuracy and authenticity of any instructions so provided to the Bank and the same shall be considered to be sufficient to operate the Baroda M-Connect Plus facility. The Bank shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions. Where the Bank considers the instructions to be inconsistent or contradictory, it may seek clarification from the User or may act upon such instructions as it may think fit at its sole discretion.

4. Software:

The Bank will advise from time to time the software which is required for using Baroda M-Connect Plus service . There will be no obligation on the Bank to support all the versions of this software, nor all mobile phone models. The User shall upgrade their software, hardware and the operating systems at their own cost from time to time and the Bank shall be under no obligation to support the software, hardware, or operating systems of the User and the same shall be the sole responsibility of the User.

5. Joint Accounts:

The Baroda M-Connect Plus facility can be availed by primary individual account holders of the Bank having a Savings Account or Current Account with operating instructions as Self, Either or survivor, Anyone or survivors or survivor clause.

- All transactions arising from the use of Baroda M-Connect Plus in the above Account shall be binding on the account holders jointly and severally. The Bank shall in no way be liable for any loss / damages whatsoever that may be incurred or alleged to be incurred by the said account holders in such an event.

6. Accounts in the names of minors:

In case of Accounts opened for and on behalf of minors, the minor's natural guardian shall undertake to give all instructions relating to the operation of the Account and further undertake not to reveal the mPIN and Password to the minor which, if done so, will be at the risk and consequences of the guardian and the Bank shall not be liable for any loss on that Account in case the Account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

7. Security:

The Bank shall take adequate and reasonable care to ensure the security of and prevent unauthorised access to Baroda M-Connect Plus.

8. Password and mPIN

The User accepts and unconditionally agrees to the following:-

Upon approval of the User's application / request, the User will be sent a text by SMS carrying the mPIN charges. The User's Telecom Service provider may levy charges for each SMS / GPRS, which shall be borne by the User. The Bank is not liable for any dispute that may arise between telecom service provider and the. The User will be required to create Application Password and change the mPIN by creating a new mPIN after downloading the official application from Google Play Store or Apple iOS platform and other authentication as required by the **Baroda M-Connect Plus application**. The password and mPIN so created should not be disclosed to anyone, including any Bank staff. The User will be solely responsible for maintaining secrecy of the password and mPIN, and the Bank shall in no way be responsible for the misuse of the said password by any person other than the authorised User. The Bank does not assume any responsibility in this behalf including against loss incurred by the User as a result of the misuse or unauthorised use of any password and/or mPIN.

If the User forgets their password and/or mPIN, a new password and /or mPIN may be obtained from the Bank against a written request in the prescribed Bank's format available on Internet or from the Bank's branch on a format acceptable to the Bank. Such replacements shall not be deemed as the commencement of new contract. In such an event the Bank shall provide the new password and /or mPIN within a reasonable period of time. However, till such time the Bank will not effect any Baroda M-Connect Plus transactions initiated by the User.

The Bank will not be responsible if Baroda M-Connect Plus is not compatible with/ does not work on the mobile handset of the User.

9. Charges:

Fees and Charges are as per Service Charges at our website www.barodanzltd.co.nz. The User's Telecom Service provider may levy charges for each SMS / GPRS, which shall be borne by User. The Bank is not liable for any dispute that may arise between telecom service provider and the. The Bank reserves the right to charge and recover from the User a fee for providing any service under Baroda M-Connect Plus facility. The User hereby authorises the Bank to recover the service charges by debiting one of the Accounts of the User to make the payment within a specified period. Charges such as exchange on DD, commission or fees on Bank cheques, postages, courier charges, etc. will be borne by the and are as per Service Charges at our website www.barodanzltd.co.nz

10. Mailing Address:

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

13. Transaction Processing:

Fund Transfer within the Bank (means transfer to “Self Linked Accounts” and “Third Party Within Bank”) will be effected instantaneously in the Account after invoking Funds Transfer to “Self Linked Accounts” and “Third Party Within Bank”.

Interbank Fund Transfer (means transfer to account in another Bank in New Zealand) will be effected after invoking “Interbank Fund Transfer” for which the Cut off time is 9am to 4.30pm for weekdays (except Saturday & Sunday). Interbank Fund Transfer transactions invoked after the prescribed cut off time, or on a day that is not a Working Day will be processed on the next Working Day. Interbank Fund Transfer transaction done through Baroda M-Connect Plus is a request and it will be processed by the Bank during the day and not instantaneously.

Remittance of funds in Indian Rupees to individual / personal accounts in any Bank branch in India will be effected after invoking “Rapid Fund to India” for which the Cut off time is 9am to 4.30pm for weekdays(except Saturday & Sunday). System will not allow to initiate Remittance of funds in Indian Rupees through Rapid Fund to India done through Baroda M-Connect Plus transactions after the prescribed cut off time on any day

The prescribed cut off times are subject to change.

The User shall not hold the Bank responsible for not processing or effecting any transactions if the Bank has not received instructions to this effect, even if the User has forwarded the same.

14. Funds Transfer:

The User shall not use or attempt to use Baroda M-Connect Plus service for funds transfer without sufficient funds in their Account or without a pre-existing arrangement with the Bank by way of Cash Credit or overdraft. The Bank will endeavor to effect such funds transfer transactions received through Baroda M-Connect Plus provided there are sufficient funds available in the User’s Account. The Bank shall not be liable for any omission to make a funds transfer due to circumstances beyond the reasonable control of the Bank.

16. Authority to the Bank:

Baroda M-Connect Plus transactions in the User’s Account(s) are permitted only after authentication of the Application Password and mPIN of the User. The User grants express authority to the Bank for carrying out the banking transactions performed by him through Baroda M-Connect Plus. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Baroda M-Connect Plus or purported to have been sent by the User via Baroda M-Connect Plus other than by means of verification of the Application Password and mPIN. Illegal or improper use of the Baroda M-Connect Plus facility shall render the User liable for payment of financial charges as decided by the Bank or will result in the suspension of the operations through Baroda M-Connect Plus. The display or printed output that

is produced by the User at the time of operation of Baroda M-Connect Plus is a record of the operation of the Internet transactions.

17. Accuracy of Information:

The User is responsible for the correctness of information provided to the Bank through the use of Baroda M-Connect Plus or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous information provided by the User. The User shall at periodic intervals check the correctness of the statement and shall inform the Bank about any discrepancies that may occur. However, the Bank does not accept any liability for any such discrepancies. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerised back-up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. The User shall hold the Bank harmless against any loss, damages, etc. that may be incurred or suffered by the User if the information contained in the above said outputs turns out to be inaccurate or incorrect.

18. Liability of the User:

The User alone shall be liable for any loss from unauthorised transactions in the Baroda M-Connect Plus Accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following: Keeping a written or electronic record of Baroda M-Connect Plus password and/or mPIN. Disclosing or failing to take all reasonable steps to prevent disclosure of the Baroda M-Connect Plus password and/or mPIN to anyone including any minor, Bank staff and/or failing to advise the Bank of such disclosure within reasonable time. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Baroda M-Connect PlusAccounts. The Bank shall in no circumstances be held liable by the User if Baroda M-Connect Plus service access is not available for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or Internet or network failure, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the Bank. The Bank shall in no way be liable for any loss or damage that may occur due to unauthorized access of the Account by any persons other than the User, which fits in the definitions of a 'Cyber Related Crime' as accepted internationally or which is an offence under sections 248 to 254 of the Crimes Act 1961. The Bank shall under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

19. Indemnity:

The User shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing he Baroda M-Connect Plus facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the User.

20. Disclosure of Personal Information:

The User agrees that the Bank may hold and process their Personal Information on computer or otherwise in connection with Baroda M-Connect Plus services as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- participation in any telecommunication or electronic clearing network
- compliance with a legal directive
- credit rating by recognized credit rating / scoring agencies
- fraud prevention purposes.

The User agrees that the above disclosures do not constitute a breach of Privacy Principles under the Privacy Act 1993 by the Bank.

21. Bank's Lien:

The 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 User's Accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Baroda M-Connect Plus service extended to and/or used by the User.

22. Proprietary Rights:

The User acknowledges that the software underlying the Baroda M-Connect Plus service as well as other Internet related software which are required for accessing Baroda M-Connect Plus service are the legal property of the respective vendors. The permission given by the Bank to access Baroda M-Connect Plus will not convey or confer any proprietary or ownership rights in the above software. The User shall in no way try to alter, tamper with or experiment with the said program. Any breach on the part of the User will be dealt under the appropriate law and the User shall be liable for damages that may be incurred by the Bank. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Baroda M-Connect Plus service or create any derivative product based on the software.

23. Change of Terms and Conditions:

The Bank has the absolute discretion to amend or supplement any of the Terms at any time without prior notice to each User about the same. The changes so made will be available on the website of the Bank which they are requested to refer to from time to time. Proposed and existing Users of the Baroda M-Connect Plus service are advised to inform themselves about the terms and

conditions contained therein to take note of any changes, modifications and/or amendments which may be made to the scheme from time to time by the Bank. The Bank may introduce new services within Baroda M-Connect Plus service from time to time. The existence and availability of the new functions will be displayed on the Bank's website along with the revised/changed terms and conditions applicable to such other Baroda M-Connect Plus service services. By using the services, it is deemed that the User agrees to be bound by the terms and conditions applicable.

The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.

24. Non-Transferability:

The grant of use of the Baroda M-Connect Plus service to a User is not transferable under any circumstance and shall be used only by the User who will be responsible for all the consequences thereof.

25. Cancellation or Termination of Baroda M-Connect Plus service :

The User may request for cancellation of the Baroda M-Connect Plus facility any time by giving a reasonable notice to the Bank. The User will remain responsible for any transactions made in their Accounts through Baroda M-Connect Plus prior to the time of such cancellation of the Baroda M-Connect Plus service as informed by the Bank after accepting such request. The Bank may withdraw the Baroda M-Connect Plus facility anytime provided the User is given reasonable notice. The closure of all Accounts of the User will automatically terminate the Baroda M-Connect Plus service. The Bank may suspend or terminate Baroda M-Connect Plus facilities without prior notice if the User has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy or legal incapacity of the User.

26. Notices:

The Bank and the User may give notices under these Terms and Conditions:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing by delivering them by hand or by sending them by post to the last address given by the User
- In addition, the Bank may also publish notices of general nature, which are applicable to all Users of Baroda M-Connect Plus on its web site. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

27. Governing Law:

The terms and conditions and/or the operations in the Accounts of the User maintained by the Bank and/or the use of the services provided through Baroda M-Connect Plus service shall be governed by the appropriate laws as prevalent in New Zealand. The User and the Bank agree to submit to the exclusive jurisdiction of the Courts located in New Zealand as regards any claims or matter arising under these terms and conditions. Any dispute or difference arising between the User and the Bank shall be settled by mutual good faith consultation and discussion, failing which, the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Arbitration Act 1996 and such Arbitration proceedings shall take place in Auckland, New Zealand. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than New Zealand. The mere fact that the Baroda M-Connect Plus service can be accessed through Internet by a User in a country other than New Zealand shall not be interpreted to imply that the laws of the said country shall govern these Terms or the operations in the Baroda M-Connect Plus service Accounts of the User or the use of Baroda M-Connect Plus. The use of the Baroda M-Connect Plus facility by a person from any place other than New Zealand will not alter the situation and the said User shall be deemed to have submitted himself to the laws of New Zealand and only New Zealand courts shall have the jurisdiction.

28. General:

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The User shall not assign this agreement to anybody else.

29. Responsibilities and obligations of the User:

- i. The User will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of their mobile phone, SIM card, and mPIN, regardless of whether such transactions are in fact entered into or authorized by them or not and the User will be responsible for the loss/damage, if any suffered.
- ii. The shall take all steps possible to ensure that their mobile phone is not shared with anyone and shall take immediate action to notify the Bank of any change in their Mobile Phone Number or loss theft of mobile phone and de-register from Baroda M-Connect Plus.
- iii. The User will use the services offered under facility using the mPIN in accordance with the procedure as laid down by the Bank from time to time.
- iv. The User shall keep the password 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 services.
- v. It will be the responsibility of the User to notify the Bank immediately if they suspect the misuse of their mPIN. They will also immediately initiate the necessary steps to change their mPIN.
- vi. The User accepts that any valid transaction originating from the User ID and / or registered Mobile Phone Number shall be assumed to have been initiated by the User and any transaction authorized by the mPIN is duly and legally authorized by the User.
- vii. The User 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.
- viii. The User 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 immediately about any unauthorized access in the Account.
- ix. The User 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.
- x. Bank shall not accept any Stop Payment instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the.
- xi. The User is advised to be prudent in downloading content and ensure that proper anti-virus software is used from time to time to remove malware / other malicious software residing in the hand-set.

30. Additional terms for requests of Remittance of funds in Indian Rupees to individual / personal accounts in any Bank branch in India will be effected after invoking “Rapid Fund to India” Baroda M-Connect Plus:

- i. The remittance / fund transfer facility shall be used for bonafide transactions and this transaction does not in any way relate illegal activities, and/or does it constitute a money laundering offence under Anti-Money Laundering and Counterterrorism Act 2009.
- ii. The data / request may be processed at a back office / centre / branch of the Bank in New Zealand or elsewhere.
- iii. The Bank may validate name, address and other personal information supplied by the User / user during the process against appropriate third party databases and in performing these checks, personal information provided by me/us may be disclosed to a registered credit reference agency which may keep a record of that information and that such disclosure does not constitute a breach of privacy principles under the Privacy Act 1993.
- iv. In the event of the Bank acting upon instructions to transfer funds / remit funds as requested the User will make no claim of any kind in any jurisdiction against the Bank or its successors/ agents in respect of any delay/loss damage cost or expense you may suffer incur or sustain directly or indirectly as a consequence our failure to carry out instructions/obligations if, the Bank reasonably believe that there may be fraudulent activity or other financial crime affecting the transaction or the Bank is required not to comply with the instructions by any law, regulation or court order or due (directly or indirectly) to circumstances beyond your reasonable control preventing the Bank from offering a normal service (such as the failure of any machine, data processing system or transmission link or due to industrial dispute, terrorist threat etc).
- v. While transfer funds to accounts (in fixed deposit accounts or other savings Bank/current accounts etc in Bank branches in India) the funds are subject to rules and regulations applicable in India for such accounts.
- vi. By using this service The User undertakes that the funds being remitted/ transferred under *Rapid Funds2India* scheme does not related to trade related activities. The User agree to indemnify and to keep indemnified the Bank and its agents against all actions, proceedings, liabilities, demands, claims, damages, costs and expenses which the Bank or its agent may suffer, incur or sustain directly or indirectly as a consequence thereof.
- vii. The exchange rate displayed on our website www.barodanzltd.co.nz are indicative rates only and subject to change. AML CFT guidelines apply. The Bank may request the User to provide the original source of funds / wealth / any additional information with respect to the fund transfer / remittance request
- viii. The service charges are as per Service Charges which are available in our branches and at our website www.barodanzltd.co.nz.The involvement of Correspondents and other Banks means that the Services may be subject to other commissions, fees or charges payable to the Correspondent, the Bank or the Beneficiary Bank. The Bank may also receive and retain commissions, fee rebates or revenue-sharing payments from a Correspondent for using the Correspondent, the amount of which will be agreed between the Bank and the Correspondent from time to time. Beneficiary Bank fees may also apply, and may be deducted from the payment made to the beneficiary.

31. The Bank can, at any time apply transaction limits and daily limits that restricts the ability of the User to withdraw or pay out of an Account through Baroda M-Connect Plus. To find out about these limits please call us at 0800 024 404 or visit any of our branches.

32. By using Baroda M-Connect Plus, the User thereby agrees to these Terms and Conditions, which form the contract between the User and the Bank. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the and/or the respective product or the service provided by the Bank unless otherwise specifically stated.
