

DEFINITIONS

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

"Account" or "Accounts" shall mean savings account and/or current account and /or any other type of account so maintained by the Customer with any Bank for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts").

"Customer" or "Customers" shall mean any person holding an Account with the Bank and applying for the Facility. (each a "Customer" and collectively "Customers"). In this document all reference to Customer in masculine gender shall be deemed to include the feminine gender.

The "Bank" shall mean any of the Banks licensed by the Reserve Bank of India to carry out banking business, and participating in UPI Program and shall also include Federal Bank wherever the situation or context so requires.

"Facility or Lotza" shall mean mobile banking facility provided by the Federal Bank under UPI Program, which enables the customers to access specified banking services including information relating to their Account(s), fund transfers, transaction details and such other services as may be made available by the Federal Bank from time to time.

"Federal Bank" shall mean The Federal Bank Limited, a banking company within the meaning of Companies Act, 2013, having its Registered Office at Federal Towers, Aluva - 683101, Kerala and having various offices/branches across India/abroad.

"Mobile Phone Number" shall mean the last updated mobile number of the Customer in the records of the Bank and is used by the customer to register for the Facility.

"Personal Information" shall mean the information about the Customer obtained in connection with the Facility.

"Website" refers to www.federalbank.co.in, <https://mobile.federalbank.co.in> or any other website as may be notified by the Federal Bank from time to time.

"MPIN" shall mean the Personal Identification Number (Password) of the Customer for operating the respective Account with the Bank.

"Alert(s)" means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS") in response to the Triggers sent by the Customer.

"Alert/Push Facility" shall mean the service provided by the Federal Bank wherein a Customer can obtain specific information pertaining to his Account on his Mobile Phone number.

"Request/Pull Facility" shall mean the service through which Customers will be able to make specific requests about their Accounts through the Facility.

"Mobile Banking Menu" shall mean the mobile banking application which can be installed on the mobile phone handset to access information pertaining to the Account(s), by clicking on the relevant menu options.

"GPRS" shall mean the General Packet Radio Service.

"M Commerce facility" – Facility for payment for purchases on internet/ Utility payment through Lotza.

“UPI Program” – shall mean the Unified Payment Interface established by National Payments Corporation of India that powers multiple Accounts into a single mobile application of any Bank, merging several banking features, seamless fund routing & merchant payments into one hood.

“Virtual Address/Id” Virtual Address/ID is a unique ID similar to an email ID which will be issued by the Federal Bank to the Customer upon successful registration for the Facility. Virtual Address/ID will be mapped to Customer’s Bank Account and helps the Customer to keep confidentiality of his Account details. While initiating a transaction customer need to only reveal his Virtual Address/ID to the third party.

APPLICABILITY OF TERMS AND CONDITIONS

These terms and conditions together with the online registration made by the Customer and as accepted by the Federal Bank shall form the contract between the Customer and the Federal Bank, and shall be further subject to such terms as the Federal Bank may agree with the other service providers.

APPLICATION

The Customer shall apply to the Federal Bank for availing the Facility (and/or for any changes to the options availed under the Facility) through online registration using his mobile device. **The Federal Bank may provide an option to the Customers to apply for the Facility through the Lotza Application and authenticate transactions using MPIN. In case the customer does not have a pre existing MPIN the same will created by authentication with ATM credentials.**

ELIGIBLE CUSTOMER

1. All customers eligible for mobile banking can avail of this service.
2. The Customer desirous of using the Facility should be either a sole account holder or authorized to act independently.

APPLICABILITY

1. The last updated mobile number in the records of the Bank would be the registered Mobile number for the facility. The Customer agrees to use the facility on a Mobile Phone properly and validly registered in his/ her name only with the Mobile Service provider and undertakes to use the Facility only through Mobile number which has been used to register for the Facility.
2. Currently, Mobile Banking Facility is not offered for two Mobile numbers for the same account.
3. All accounts in multiple banks linked to a mobile number can be registered for the Facility.
4. The Federal Bank reserves the right to reject a customer's application for the Facility without assigning any reasons.
5. The Customer is responsible for intimating to The Bank any change in his Mobile Phone Number or email address or Account details and The Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address /fax number recorded with The Bank.

AVAILABILITY & DISCLOSURE

The Federal Bank shall endeavour to provide to the Customer through the Facility, such services as The Federal Bank may decide from time to time. The Federal Bank reserves the right to decide what services may be offered to a Customer on each Account and such offers may differ from Customer to Customer. The Federal Bank may also make additions / deletions to the services offered through the Facility at its sole discretion. The Facility is made available to the Customer at his request, at the sole discretion of The Federal Bank and may be discontinued by The Federal Bank at any time, without notice. The Federal Bank shall have the discretion to offer the Facility to Non Resident

Indians subject to applicable laws. The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of MPIN/ password allotted by The Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of The Federal Bank.

INSTRUCTIONS

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number in the manner indicated by the Federal Bank. The Federal Bank shall not be liable/bound to seek clarification from the Customer before acting on any instruction of the Customer and shall be entitled to act upon any such instruction as it may deem fit. The Federal Bank shall have the right to suspend the services under the Facility if the Federal Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Facility. The Customer accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of The Federal Bank (and its Affiliates). The Federal Bank is authorised to provide any information or details relating to the Customer to any third party to facilitate the providing of the Facility and as is necessary to give effect to any instructions. The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorises the Federal Bank to send Account related information, though not specifically requested, if the Federal Bank deems that the same is relevant. The Federal Bank shall not be held responsible for the confidentiality, secrecy and security of the Personal or Account information being sent through the Facility.

FUND TRANSFER FACILITY

The Federal Bank shall specify from time to time the upper limit of the amount that may be transferred by the Customer through the above mentioned Facility, on the Bank's Website. If the above mentioned Facility is made available to the Customer, it may be used for transfer of funds from Account/s to other accounts belonging to the Customer or third parties maintained at the Federal Bank and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer or National Electronic Fund Transfer system or Real Time Gross Settlement or NPCI IMPS or UPI. In such an event, the terms applicable to such facilities, in addition to this facility, shall be applicable.

M-COMMERCE FACILITY

The Federal Bank may introduce Bill payment service/ M-commerce service through the Facility, which the Customer can avail after registering for the same. The Federal Bank shall not be liable for any disconnection or disruption in the supply of services or purchase of goods to the Customer from the Payee/ Service Provider/ Seller. The customer is required to contact the Service provider/ Seller if he experiences any such disconnection/ disruption in the service provided/ any complaint regarding the purchase made. The Federal Bank may at any time, at its sole discretion, vary the list of approved merchant establishments/ Payee Service providers from the list without providing any reason and shall not be liable for any loss or damage which the customer may suffer as a result.

ACCURACY OF INFORMATION

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to the Federal Bank at all times including for the purposes of availing of the Facility. The Federal Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Federal Bank to him, he shall advise the Federal Bank as soon as possible. The Federal Bank will endeavor to correct the error wherever possible on a best effort basis. While the Federal Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, the Federal Bank shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Customer shall hold the Federal Bank harmless against any loss,

damages etc. that may be incurred / suffered by the Customer if the information supplied to the Customer turns out to be inaccurate / incorrect. **The Customer agrees that the access to the Facility shall be only through the Mobile Phone Number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have been originated from the Customer and the Customer shall be solely liable and responsible for the same.**

AUTHORITY TO THE BANK

The Customer irrevocably and unconditionally authorizes the Federal Bank to access all his Accounts for effective banking or other transactions of the Customer through the Facility. The Customer further authorizes the Federal Bank to share the Account information with Third Party for the purpose of accepting/ executing request of the Customers.

The Customer agrees that the Federal Bank and / or its Affiliates may hold and process the Customer's personal information concerning Customer's Accounts on computer or otherwise in connection with the Facility as well as for analysis, credit scoring and marketing. The Customer also agrees that the Federal Bank may disclose, in strict confidence, to other Banks/institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and/or for fraud prevention.

The Customer authorizes the Federal Bank and its agents to access location, send any message or make calls to his Mobile Phone Number to inform him about any promotional offers including information regarding Federal Bank's new products either now available or which the Federal Bank may come up with in the future, greetings or any other message that the Federal Bank may consider appropriate to the Customer.

The Customer irrevocably and unconditionally agrees that such calls or messages made by the Federal Bank and or its agents shall not be construed as a breach of the privacy of the Customer and shall not be proceeded against accordingly.

FEES

The Federal Bank shall have the discretion to charge fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notice to the Customer, provided that Fees charged shall be in accordance with guidelines/rules issued by NPCI/RBI. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by any cellular service provider in connection with availing of the Facility and the Federal Bank in no way shall be concerned with the same. The charges payable by the Customer is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Customer by the Bank. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time.

SET-OFF

1. The Federal Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any other Account/s of the Customer maintained with the Federal Bank and / or any other Bank, whether in single name or joint name(s) and on any monies, securities , bonds and all other assets, documents and properties held by/ under the control of the Bank (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Customer in any capacity) towards the satisfaction of the Customer's liability under the Facility. The Bank and/ or Affiliates are entitled without any notice to the Customer, to settle any indebtedness whatsoever owed by the Customer to the Bank (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to

the balance of any Account/s held by the Customer with the Bank notwithstanding that the deposit(s)/ balances lying in such Account/s may not be expressed in the same currency as such indebtedness. The Bank's rights hereunder shall not be affected by the Customer's bankruptcy, death or winding-up. It shall be the Customer's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

2. In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Bank is authorized / will be entitled: (a) to combine or consolidate at any time all or any of the Accounts and liabilities of the Customer with or to any branch of the Bank; (b) to sell or otherwise dispose off any of the Customers' securities or properties held by the Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Customer, including costs and expenses in connection with such sale or disposal; and

MODIFICATION

The Federal Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice by email/SMS or by displaying on the Website/Mobile Banking Menu depending upon the discretion of the Federal Bank, whichever feasible, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

TERMINATION

The Customer may request for termination of the Facility any time by de registering from the application. The Customer will remain responsible for any transactions made through his Mobile Phone Number through the Facility prior to the time of such cancellation of Facility.

The Federal Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. The Federal Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. The Federal Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Facility.

NOTICE

The Federal Bank and the Customer may give notice under these terms and conditions electronically to the mailbox of the Customer (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case to the Federal Bank at its office at The Federal Bank Ltd. Registered Office, Federal tower, Aluva, Ernakulum District, Kerala, 683101. In addition, The Federal Bank shall also provide notice of general nature regarding the facility and terms and conditions, which are applicable to all customers of the Facility, on its Website and/ or also by means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS"). Such notice will be deemed to have been served individually to each Customer.

RECORDS

All records of the Federal Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to the Federal Bank.

DISCLAIMER OF LIABILITY

The Federal Bank shall not be responsible for any failure on the part of the Customer to utilise the Facility due to the Customer not being within the geographical range within which the Facility is offered; Under no circumstance, The Federal Bank shall be held liable if the Facility is not available for reasons including but not limited to natural calamities, legal restraints, system error, faults in the telecommunication network or network failure, or any other reason beyond the control of the Federal Bank. If the Customer has reason to believe that his mobile phone number is / has been allotted to another person and / or there has been an unauthorised transaction in his account and / or his mobile phone is lost, he shall immediately inform the Federal Bank under acknowledgment about the same.

The Customer agrees that The Federal Bank shall not be liable if

1. the Customer has breached any of the terms and conditions herein or
2. the Customer has contributed to or the loss is a result of failure on part of the Customer to advise the Federal Bank within a reasonable time about unauthorised access of or erroneous transactions in the Account;
3. as a result of failure on part of the Customer to advise the Federal Bank of a change in or termination of the Customer's Mobile Phone Number. The Federal Bank is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by the Federal Bank in that behalf or otherwise) to the Customer, which may affect the Facility.

The Federal Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. The Federal Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.

Without limitation to the other provisions of this terms and conditions, the Federal Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Federal Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any cellular service provider and the Federal Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Federal Bank's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility.

Notwithstanding anything in the contrary provided in this terms and conditions, The Federal Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by the Federal Bank in that behalf or otherwise). The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to the Federal Bank.

The Customer is solely responsible for protecting his Mobile Banking Personal Identification Number (MPIN) mobile phone number and any password given by the Bank for the use of the Facility. The Federal Bank will not be liable for:

- (a) any unauthorised use of the Customer's MPIN, mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's MPIN or mobile phone number;
- (b) acting in good faith on any instructions received by the Federal Bank;
- (c) error, default, delay or inability of The Bank to act on all or any of the instructions
- (d) loss of any information/instructions in transmission;
- (e) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

(f) any unauthorized transaction in the Account as a result of any other issue/default/error/technological problem in the telecommunication instrument (such as the mobile handset) or duplication of mobile number / SIM of the Customer such as but not limited to SIM card cloning, virus in handset etc.

The Federal Bank may provide any other services as a part of the Facility and the Federal Bank shall not be liable for the oversight on part of the Customer to update himself with the addition of services which have been included in the Facility and specific services for each product as may be provided on the website of the Federal Bank and as will be available with the authorized call centers of The Federal Bank.

INDEMNITY

In consideration of the Federal Bank providing the Facility, the Customer agrees to indemnify and keep safe, harmless and indemnified the Federal Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Federal Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the Facility.

The Customer holds the Federal Bank, harmless against any loss incurred by the Customer due to failure to provide the services offered under the Facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider. The Customer agrees to indemnify and hold The Federal Bank harmless for any losses occurring as a result of:

- i. the Customer permitting any third parties to use the Facility.
- ii. the Customer permitting any other person to have access to his mobile phone/device or as a consequence of leaving the mobile phone/device unattended or loss of mobile phone/device.

GOVERNING LAW

These terms and conditions and/or the operations in the accounts of the Customer maintained by the Bank and/or the use of the services provided through the facility shall be governed by the laws of the Republic of India and no other nation. The Federal Bank accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than the Republic of India. The mere fact that the Facility can be accessed by a Customer in 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 Facility /or the use of the Facility.

The reconciliation and settlement processes shall be carried out as per NPCI guidelines. For further details kindly visit NPCI website <http://www.npci.org.in/> or refer to http://www.npci.org.in/documents/UPI_Procedural_Guidelines.pdf.

DISCLAIMER

The Federal Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services.