



**Terms and Conditions governing the use of the MobileBanking Service provided
by YES BANK Limited**

Definitions:

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

"Accounts" shall mean the bank account maintained by the Customer with YES BANK for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts");

"Customer" shall mean resident Indian individual holding an Account with YES BANK.

"Customer-ID" shall mean the code issued by YES BANK and used by a Customer to identify himself when he logs into a system and start a login session. It is used by the system to identify each unique Customer;

"Facility" shall mean MobileBanking facility which provides the Customer services such as information relating to Account(s), details about transactions and such other services as may be provided on the Mobile Phone Number by YES BANK from time to time.

"MobileBanking" shall mean accessing YES BANK account through Mobile.

"Mobile Phone" shall mean any handset that supports the Software/ Application for availing the Facility

"Mobile Phone Number" shall mean the number specified by the Customer during YES BANK account opening or provided through a call centre specified by YES BANK in this regard or in writing either through Application form provided by YES BANK for the purpose of availing the Facility.

"Password/MPIN" shall mean the word or numbers or a combination or an access code, which the Customer has chosen, to allow them to use a phone or internet banking service. It is also used for identification for each Customer.

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

"Software/Application" means the file which is downloaded on the mobile for accessing MobileBanking.

"Website" refers to the website owned, established and maintained by YES BANK located at the URL www.yesbank.in

In this document all reference to Customer in masculine gender shall be deemed to include the feminine gender.

Applicability of Terms and Conditions

These terms and conditions together with the application made by the Customer and as accepted by YES BANK shall form the basis of understanding between the Customer and YES BANK, and shall be further subject to such terms as YES BANK may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing YES BANK Phone Banking and General Terms and Conditions relating to opening and operation of Account of the Customer. In case of conflict or between the general terms and conditions relating to any Account and terms and conditions contained herein, terms and conditions contained herein shall prevail.



Application

The Customer shall apply to YES BANK for use of the Facility (and/or for any changes to the options available under the Facility) by use of any method as provided by YES BANK from time to time in such forms as may be prescribed by YES BANK from time to time for use of the Facility.

Application for the Facility made shall be accepted only after authentication of the Customer through any such mode of verification as may be stipulated in the terms governing usage of these services, or in the absence of any terms, at the discretion of YES BANK.

The Facility shall be activated upon Customer fulfilling all the terms and conditions for such activation to the satisfaction of YES BANK.

Eligible Customer

The Customer desirous of using the Facility should be either a sole Account holder or authorised to operate the account independently. In case of joint accounts, the written instructions/mandate of the primary account holder authorizing the Customer to use the Facility would be required. All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally. An account in the name of the minor, in which a minor is a joint account holder or any account where the mode of operation is joint, is not eligible for the Facility.

Availability & Disclosure

YES BANK shall endeavor to provide to the Customer through the Facility, such services as YES BANK may decide from time to time. YES 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. YES 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 YES BANK and may be discontinued by YES BANK at any time, without notice. This Facility might not be available on all handsets and will depend on the handset configuration & the minimum requirements for running the application.

The access of the Customer to the Facility shall be restricted to Customer availing of the Facility on the specific Mobile Phone Number registered with YES BANK for the Facility. 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 YES BANK to the Customer or through any other mode of verification as may be stipulated at the discretion of YES 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 YES BANK under acknowledgment about the same. If such a situation arises and the customer has not informed the bank about the same, the bank has no liability whatsoever for such transactions.

The Customer is solely responsible for protecting his MobileBanking Password Identification Number (MPIN)/ Internet Banking password or Mobile Phone Number and any password given by YES BANK for the use of the Facility.

The Customer would be allotted a banking Customer-ID by YES BANK in the first instance. MPIN will be set up by the Customer as a registration process. As a safety measure, the Customer shall change the Internet Banking Password/MPIN as frequently thereafter as possible. In addition to Customer-ID and MPIN YES BANK may, at its discretion, advise the Customer to adopt such other means of authentication including but not limited to digital certification and/ or smart cards.

The Customer grants express authority to YES BANK for carrying out transactions and instructions authenticated by such MPIN.

If the Customer forgets the Internet Banking Password/MPIN, the Customer can reset the new MPIN through MobileBanking by using the secret question and answer which was provided by the Customer during MobileBanking registration and/or through any other mode permitted by the Bank and this shall not be construed as the commencement of a new contract. The Customer agrees and acknowledges that YES BANK shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by YES BANK regarding his Account(s) or carrying the instruction of the Customer pursuant to the access of the MobileBanking by providing the correct Customer ID and Password/MPIN and the Customer shall fully indemnify and hold harmless YES BANK and the affiliates in respect of the same.

The Customer hereby instructs the Bank to comply with any/all instructions given through the use of the MobileBanking facility in conjunction with the correct Password/MPIN. The Bank shall be entitled to assume that any instruction given to the Bank using in accordance with the above are given/ authorized by the Customer and agrees that the Bank will not be liable for any fraudulent, duplicate or erroneous instructions given to the Bank by usage of the Password/MPIN of the Customer.

The Customer is further advised to ignore any e-mail asking for his user details. Neither the police nor the Bank is authorized to contact the Customer and to ask him to reveal his online/ MobileBanking Password/MPIN.

YES BANK shall endeavor to carry out the instructions promptly provided that YES BANK, shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system or due to any requirement of law or due to mobile network failure or any failure at the partners' mobile payments platform.



Funds Transfer through MobileBanking

The Customer accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, YES BANK will be held liable for any erroneous transactions incurred arising out of or relating to the Customer entering wrong account numbers.

YES BANK shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. YES BANK reserves the right to charge the Customer for any funds transfer request initiated by the Customer and given to YES BANK as per the Schedule of Fees/Charges displayed on the Website or available at the branches. If funds transfer is made available to the Customer, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at YES BANK and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

The Customer acknowledges that for effecting funds transfer in excess of limits specified by the Bank, the Customer can transfer the funds by using the MPIN. The Customer acknowledges that the Bank shall not be liable or responsible for any error, disruption, non-delivery, delay interruption, disruption or failure in the provision of the service.

The Customer understands and agrees that the Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer while transferring funds through MobileBanking

Authority to YES BANK

The Customer irrevocably and unconditionally authorises YES BANK to access all his Accounts for effecting banking or other transactions of the Customer through this Facility.

The Customer authorizes YES BANK to appoint any third party service provider for providing the Facility and further authorizes YES BANK to share information relating to the Account or the transactions with the third party for the purpose of accepting / executing request of the Customers.

Records

All records maintained by YES BANK of 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 YES BANK.

Instructions

All instructions for availing the services under the Facility shall be provided through



the Mobile Phone Number in the manner indicated by YES BANK. The Customer is also responsible for the accuracy and authenticity of the instructions provided to YES BANK and the same shall be considered to be sufficient for availing of the services under the Facility.

YES BANK shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the Customer. YES BANK shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded.

Where YES BANK considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. YES BANK states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying Customer's instructions. YES 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.

Any instruction, order, direction, request entered using the Password/MPIN of the Customer shall be deemed to be an instruction, order, directive, request received from the Customer. All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise, are based upon the Customer's decisions and are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, and request with YES BANK, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. YES BANK shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until it confirms the receipt of such instruction, direction, order, request.

The Customer accepts that all information /Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of YES BANK. YES BANK is authorized to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facility and so far as is necessary to give effect to any instructions.

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 YES BANK at all times including for the purposes of availing of the Facility. YES 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 YES BANK to him, he shall advise YES BANK as soon as possible. YES BANK will endeavor to correct the error wherever possible on a best effort basis.

While YES BANK will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, YES BANK shall not be liable for any unintentional error, which results in the providing of inaccurate information. The

Customer shall hold YES BANK harmless against any loss, damages etc. that may incurred / suffered by the Customer if the information supplied to the Customer turns out be inaccurate / incorrect.

Disclaimer of Liability

YES BANK shall not be responsible for any failure on part of the Customer to utilise the Facility due to the Customer not being within the geographical range within which the Facility is offered;

YES BANK will not be liable for:

(a) any unauthorised use of the Customer's MPIN, Internet Banking password or mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's MPIN, password or Mobile Phone Number;

(b) the Customer has breached any of the terms and conditions herein or

(c) contributed to or caused the loss as a result of failure on part of the Customer to advise YES BANK promptly about unauthorised access of or erroneous transactions in the Account or

(d) as a result of failure on part of the Customer to advise YES BANK of a change in or termination of the Customer's Mobile Phone numbers / SIM Card.

(e) acting in good faith on any instructions received by YES BANK;

(f) error, default, delay or inability of YES BANK to act on all or any of the instructions

(g) loss of any information/instructions in transmission;

(h) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

(i) any loss or damage to the handset / mobile phone, including loss of data, corruption of data arising from downloading any software/application for availing/use of the Facility.

Under no circumstances shall YES BANK 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, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by YES BANK or will result in suspension of the Facility to the Customer.



YES 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 YES BANK in that behalf or otherwise) to the Customer, which may effect the Facility.

YES BANK does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. YES 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, YES 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 YES 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 YES BANK's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, YES 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 to the contrary, YES 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 YES BANK in that behalf or otherwise).

The Customer agrees that YES BANK may hold and process his personal information concerning his Accounts on computer or otherwise in connection with the Facility as well as for analysis credit scoring and marketing. The Customer also agrees YES BANK may disclose, in strict confidence, to other 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 for fraud prevention.

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 YES BANK.

YES BANK may provide any other services as a part of the Facility and makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.



YES BANK shall not be liable for the oversight on part of the Customer to update himself with the products which have been included in the Facility and specific services for each product as may be provided on the Mobile of YES BANK and as will be available with the authorized call centers of YES BANK.

YES BANK makes no warranty or representation of any kind in relation to the Facility, the services, or their function or performance or for any loss or damage whenever and however suffered or incurred by the Customer or by a person resulting from or in connection with the Facility.

NO WARRANTIES: TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YES BANK AND THEIR RESPECTIVE THIRD-PARTY PARTNERS, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM YES BANK OR THIRD PARTY SERVICE PROVIDER OR THROUGH THE FACILITY WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION, THE TERMS "YES BANK" AND "THIRD PARTY SERVICE PROVIDERS" INCLUDE YES BANK'S AND THIRD PARTY SERVICE PROVIDER'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE FACILITY IS AT YOUR SOLE RISK. THE FACILITY AND ANY DATA, INFORMATION, THIRD PARTY SOFTWARE, REFERENCE SITES, SERVICES, OR SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE FACILITY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. YES BANK, THIRD PARTY SERVICE PROVIDER, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE DATA, SOFTWARE, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE FACILITY OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, DEFECTS, DELAYS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

YES BANK, THIRD PARTY SERVICE PROVIDER, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FACILITY OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, ADEQUACY, RELIABILITY, SUITABILITY OR OTHERWISE.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE FACILITY (INCLUDING RSS FEEDS) OR ANY



REFERENCE SITES AT ITS OWN DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY (INCLUDING BUT NOT LIMITED TO YOUR COMPUTER SYSTEM AND DEVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

Non-Transferability

The grant of the Facility to a Customer is not transferable under any circumstance and shall be used only by the Customer. However, YES BANK shall have the right to transfer, assign or sell all its rights under these Terms and Conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of YES BANK.

Maintenance of Sufficient Balance:

The Customer shall ensure that there is/are sufficient funds (or prearranged credit facilities) in YES BANK Account for operations through MobileBanking and YES BANK shall not be liable for any consequences arising out of YES BANK's failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that YES BANK shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges.

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 YES BANK Account. In the event of clear funds / limits not being available, YES BANK shall not process the instructions and shall not make payments. YES 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 services not being delivered to the Customer on account of such non-processing of instructions and YES BANK shall not be held liable in this regard.

Limits on Transfers

YES BANK reserves the right to refuse any instructions for transfer of funds or limit or block transfers to particular persons. YES BANK reserves the right to set-up transaction level / daily transactions limits and modifies the same from time to time in future.

For security reasons, and in order to comply with regulatory requirements, there are limits on the number and amount of transfers Customers can make using the Facility. These limits may be increased/decreased by YES BANK from time to time. However, YES BANK shall not be liable for failing to enforce any of these limits.



Prohibited Conduct

This section lists various conduct and actions, which are PROHIBITED while usage of the Facility. By using the Facility, the Customer agrees that THEY WILL NOT engage in any of the following:

- use the Facility for any purposes other than to send or receive transfers or to access the services in accordance with this terms;
- interfere with the authentication of any instruction originating from your mobile device or provided under your account;
- impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Facility, perform any other similar fraudulent activity or otherwise send or receive what Bank reasonably believes to be potentially fraudulent funds;
- infringe YES BANK's or any third party's intellectual property rights, rights of publicity or rights of privacy;
- use the Facility, or request or make any transfer, for any illegal purpose, or in violation of any applicable law, including but not limited to laws governing taxation, money laundering, terrorism financing, intellectual property, purchase of prohibited material over e-commerce and other proprietary rights and data protection and privacy;
- refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to Bank;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Facility or features that enforce limitations on the use of the Facility;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Facility or any part thereof;
- use the Facility in any manner that could damage, disable, overburden, or impair it, including but not limited to using the Facility in an automated manner;
- modify, adapt, translate or create derivative works based upon the Facility or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation;
- intentionally interfere with or damage operation of the Facility or any User's enjoyment of them, by any means, including but not limited to uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;



- access the Facility from a country that is not included in YES BANK's permitted countries list;
- change or terminate your mobile number or email on your mobile device without prior notice to YES BANK;
- use any robot, spider, other automatic device, or manual process to monitor or copy the Facility website without prior written permission;
- use any device, software or routine to bypass Facility's robot exclusion headers, or interfere or attempt to interfere, with the Facility;
- sell the software or any services, information, or software associated with the Facility or derived from it;
- breach this terms and conditions or any other agreement or policy of YES BANK;
- violate any applicable law, statute, ordinance or regulation (for example, those governing financial services);
- provide false, inaccurate or misleading information;
- send or receive what YES BANK or third party service provider, regulators reasonably believes to be funds derived from, or transactions involving, fraud or unlawful activity;
- control an account that is linked to another account that has engaged in any of the foregoing activities. YES BANK may use evidence other than your account information to determine whether you control an account in someone else's name, including but not limited to Internet Protocol addresses, common business names, phone numbers, and mailing addresses.

Indemnity

In consideration of YES BANK providing the Facility, the Customer shall indemnify and keep safe, harmless and indemnified YES BANK from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which YES BANK may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Facility.

The Customer shall hold YES 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 in the network of the cellular service provider.

The Customer shall indemnify and hold YES BANK harmless for any losses occurring as a result of the:

- (i) The Customer permitting others to use the Facility through any unauthorized means.



(ii) The Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended.

Fees

YES BANK shall have the discretion to charge such 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. 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 YES BANK is in no way 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 instantly. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time. If the Customer defaults in making payment of the charges to YES BANK, YES 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.

Modification

YES BANK has the absolute discretion to amend or supplement any of these terms and conditions at any time and will make reasonable efforts to give prior notice of fifteen days by email or by displaying on the Website depending upon the discretion of YES 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 giving a written notice of at least 15 days to YES BANK. The Customer will remain responsible for any transactions made through his Mobile Phone Number through the Facility prior to the time of such cancellation or termination of Facility.

YES 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. YES 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. YES BANK shall endeavour to give a reasonable notice for withdrawal or termination of the Facility.

The closure of all Accounts of the Customer will automatically terminate the Facility. YES BANK may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or YES BANK learns of the death, bankruptcy or lack of legal capacity of the Customer.

Notices

YES BANK may give notice under these terms and conditions electronically to the mailbox of the Customer (which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer. In addition, YES BANK may also publish notice of general nature regarding the Facility, which are applicable to all Customers of the Facility on its website and/or by means of the customized messages sent to the Customer over the mobile phone as short messaging service ("SMS"). Such notice will be deemed to have been served individually to each Customer. In case of Customer giving any notice to YES BANK it shall be through registered post sent at the registered office of YES BANK at 9th Floor, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai 400018.

Governing Law

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

YES BANK accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer and / or the use of the Facility.

Force Majeure

YES BANK shall not be liable for any failure to perform any of its obligations under these terms and conditions or the specific terms and conditions if the performance is prevented, 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. YES 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 YES BANK and its service provider, 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, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

Waiver

A failure by YES BANK to exercise or enforce any rights conferred upon it by these terms and conditions or the specific terms and 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.



General

YES BANK may sub-contract and employ agents to carry out any of its obligations under this contract. Internet/Mobile Banking service would be available to the Customers in certain cities only and during timings specified by YES BANK from time to time and transactions would be carried out on the same day or on the next Business Day depending upon the time of logging of the transaction. The Customer would have to ensure that the equipment used for availing of MobileBanking meets the criteria as may be specified by YES BANK from time to time. All costs incurred by the Customer including telecommunication costs to use the MobileBanking would be borne by the Customer.

As a tool to correct misunderstandings, the Customer understands, agrees and authorizes YES BANK, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations or electronic communications between the Customer and YES BANK and any of its employees or agents.

The availability/non-availability of a particular service shall be communicated to the Customer through email, web page of YES BANK or in writing as may be deemed fit by YES BANK

Proprietary Rights

YES BANK shall make reasonable efforts to advise from time to time the software such as browsers which are required for availing of the Facility. There will be no obligation on YES BANK to support all or any versions of the software as may be required for offering the Facility. The Customer acknowledges that the software underlying the MobileBanking as well as other internet/ mobile related software which are required for accessing MobileBanking are the legal property of the respective vendors. The permission given by YES BANK to access MobileBanking will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying MobileBanking or create any derivative product based on the software.

Communications through Electronic means

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. YES BANK would be deemed to have fulfilled its legal obligation to deliver to the Customer any document if such document is sent via electronic means. Failure to advise YES BANK of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall be deemed to be validly delivered to the Customer.



Communication through Mobile

The Bank shall have no obligation to verify the authenticity of any transaction received from me through MobileBanking or purporting to have been sent by the Customer via MobileBanking other than by means of verification of the Mobile Phone Number. The display that is produced by the Customer at the time of operation of MobileBanking is a record of the operation of the mobile access and shall not be construed as the Bank's records of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless the Customer points out any discrepancy within 15 days from the date of receipt of periodical statement, failing which the same shall be treated as accepted by the Customer. All transactions arising from the use of MobileBanking, in a joint account, shall be binding on all the joint account holders, jointly and severally.