

Term and Conditions

SMS Alerts facility

SMS Alerts will be available to the Customer only if the Customer is within the Cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the Customer. Alert shall be available only when the system of the Bank is available. The Customer acknowledges that to receive alerts, his mobile phone number must be active and accessible. The Customer acknowledges that if the customer's mobile phone number is inaccessible or inactive continuously the Customer may not receive the Alert message sent by the Bank. The Customer acknowledges that the SMS Alert Facility is dependent on the infrastructure, connectivity and services provided by service providers engaged by the Bank. The Customer accepts that the timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting other service providers engaged by the Bank.

Customer's Responsibility / Liability

1. The Customer is responsible for the accuracy of any information provided by the customer in his / her application for availing the facilities.
2. In case the Customer observes any error in the information provided by the Bank through these facilities, the Customer shall immediately inform the Bank. The Bank will make the best possible efforts to rectify the error as soon as possible.
3. The Customer agrees that the account / details provided by the Bank through these facilities shall be prepared by electronic means and the Bank shall not be responsible for any incorrect information.
4. The Customer is responsible for intimating to the Bank any change in his phone number / SIM Card / e-mail address or account details and the Bank will not be liable for any error in sending Alerts / Statement or other information over the Customers mobile phone number / email address recorded with the Bank.
5. The Customer shall immediately inform the Bank, in writing, to suspend his service, if his mobile is lost or has been allotted to another person.
6. The Customer must not leave mobile phone unattended or permit any person access to his mobile phone in such a manner that he may access unauthorized security code for facility, whether with or without customer consent.
7. The Customer irrevocably and unconditionally authorizes The Vaish Co-Operative New Bank Ltd. to access all his accounts for affecting banking or other transactions of the customer through the SMS Alert facility. The Customer further authorizes The Vaish Co-operative New Bank Ltd. to share the account information with third party, if required, for the purpose of accepting / executing request of the customer for providing SMS Alert facility.

Indemnity

1. Bank shall not be responsible for any failure on part of the Customer to utilize the Facility due to the Customer not being within the geographical range within which the Facility is offered.
2. The Bank does not warrant the confidentiality or security of the messages / mails whether personal or otherwise transmitted through the Facility. 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.
3. The Customer agrees to indemnify the Bank for any loss occurring due to the customer permitting any other third party to use these facilities or to have the access to his mobile phone or leaving the mobile phone unattended or due to loss of mobile phone.
4. The Bank does not guarantee the performance of the system and network and shall not be held liable for any loss or damage whatsoever suffered or incurred by the Customer resulting from the services.
5. Bank shall not be responsible for any loss or damages arising directly or indirectly as a result of malfunctioning / failure of the machine or services.

Fees

1. At present the SMS Alerts facility will be given free of cost to the Customers.
2. 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, with or without notice to the Customer.
3. Bank shall have the discretion to charge such fees as it may be decided time to time and debit from the account of customer on a monthly basis or periodicity decided by the Bank.

Termination

1. The Customer can terminate the SMS Alert facility at any time by giving a written notice of at least fifteen days to the Bank.
2. The Bank may withdraw the SMS Alert facility at any time with or without giving any notice to the Customer.
3. The closure of any account of the customer in the Bank or surrendering of mobile phone connection by customer or disconnection of mobile phone by the service provider may result in stoppage of services for the closed accounts or automatically terminate the service completely.
4. These terms and conditions together with the application made by the Customer and as accepted by the The Vaish Cooperative New Bank Ltd. shall form the contract between the Customer and Bank, and shall be further subject to such terms as Bank may agree with any other third party providing such services to Bank which shall facilitate providing of the Facility by Bank to the Customer. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing any Account of the customer and / or any other product / services provided by the Bank to him. Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Delhi / New Delhi.