

Terms and Conditions for “JKGB m-Bank” App

Definitions:

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

"Accounts" shall mean bank account and/or credit card account and /or any other type of account so maintained by the Customer with J&K Grameen Bank for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts");

"Customer" shall mean a customer of J&K Grameen Bank or any person who has applied for any product/service of J&K Grameen Bank.

"Facility" shall mean mobile banking facility (which provides the Customers, 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 J&K Grameen Bank from time to time.

"Mobile Phone Number" shall mean the number specified by the Customer through the call center or in writing either through any Form provided by J&K Grameen Bank or otherwise for the purpose of availing the Facility.

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

"Website" refers to www.jkgb.in or any other website as may be notified by J&K Grameen Bank from time to time.

“Debit Card” refers to the debit cards issued by J&K Grameen Bank to its customers.

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 J&K Grameen Bank shall form the contract between the Customer and J&K Grameen Bank, and shall be further subject to such terms as J&K Grameen 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 J&K Grameen Bank Phone Banking, J&K Grameen Bank Internet Banking and relating to any Account of the Customer and /or any other product/services provided by J&K Grameen Bank.

Application

The Customer shall apply to J&K Grameen Bank for use of the Facility (and/or for any changes to the options available under the Facility) by use of J&K Grameen Bank’s Branch or by any other method as provided by J&K Grameen Bank from time to time including application through forms as prescribed by J&K Grameen Bank from time to time for use of the Facility.

Eligible Customer

The Customer desirous of using the Facility should be either a sole Account holder or authorized to act independently. 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

J&K Grameen Bank shall endeavor to provide the Customer through the Facility, such services as J&K Grameen Bank may decide from time to time. J&K Grameen 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. J&K Grameen Bank may also make additions/deletions to the services offered through the Facility at its sole discretion. Only those Accounts opened with the J&K Grameen Bank and attached to the respective Customer's ID will be accessible through the Facility.

The Facility is made available to the Customer at his request, at the sole discretion of J&K Grameen Bank and may be discontinued by J&K Grameen Bank at any time, without notice. J&K Grameen Bank reserves the right to offer the Facility for those Customers who are availing the services of specific cellular service providers only. The Facility is currently available to the Customers holding Accounts with J&K Grameen Bank's branches in Jammu & Kashmir state. J&K Grameen Bank shall have the discretion to offer the Facility to Non Resident Indians subject to applicable laws.

The access of the Customer to the Facility shall be restricted to Customer availing the Facility through the Mobile Phone Number.

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 TPIN/ password allotted by J&K Grameen Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of J&K Grameen Bank.

J&K Grameen Bank shall endeavor to carry out the instructions promptly provided that J&K Grameen Bank, shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system, failure at mobile operator end or due to any requirement of law.

Authority to J&K Grameen Bank

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

Records

All records of J&K Grameen 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 J&K Grameen Bank.

Instructions

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number in the manner indicated by J&K Grameen Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to J&K Grameen Bank and the same shall be considered to be sufficient for availing of the services under the Facility.

Where J&K Grameen 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. The Customer and J&K Grameen Bank shall have the right to suspend the services under the Facility if J&K Grameen 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 J&K Grameen Bank. J&K Grameen 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 J&K Grameen Bank at all times including for the purposes of availing of the Facility. J&K Grameen 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 Bank to him, he shall advise J&K Grameen Bank as soon as possible. J&K Grameen Bank will endeavor to correct the error wherever possible on a best effort basis.

While J&K Grameen Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, J&K Grameen Bank shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Customer shall hold J&K Grameen 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:

J&K Grameen Bank shall not be responsible for any failure on the part of the Customer to utilize the Facility due to the Customer not being within the geographical range within which the Facility is offered; 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 unauthorized transaction in his account and / or his mobile phone is lost, he shall immediately inform J&K Grameen Bank under acknowledgment about the same.

The Customer agrees that J&K Grameen Bank shall not be liable if

- a) the Customer has breached any of the terms and conditions herein or
- b) the Customer has contributed to or the loss is a result of failure on part of the Customer to advise J&K Grameen Bank within a reasonable time about unauthorized access of or erroneous transactions in the Account; or
- c) as a result of failure on part of the Customer to advise J&K Grameen Bank of a change in or termination of the Customer's Mobile Phone numbers.

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 originated from the Customer.

Under no circumstance, J&K Grameen 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 J&K Grameen Bank. J&K Grameen Bank shall not be liable under any circumstances 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. Improper use of the Facility or illegal or shall render the Customer liable for payment of financial charges as decided by J&K Grameen Bank or will result in suspension of the Facility to the Customer.

J&K Grameen 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 J&K Grameen Bank in that behalf or otherwise) to the Customer, which may effect the Facility.

Improper use of the Facility, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. J&K Grameen 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, J&K Grameen 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 J&K Grameen 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 J&K Grameen Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, J&K Grameen 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, J&K Grameen 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 J&K Grameen Bank in that behalf or otherwise).

The Customer agrees that J&K Grameen 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 J&K Grameen 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 J&K Grameen Bank.

The Customer is solely responsible for protecting his Mobile Banking Password Identification Number (PIN)/ Internet Banking / jkgb.in password or mobile phone number and any password given by J&K Grameen Bank for the use of the Facility.

J&K Grameen Bank will not be liable for:

- (a) any unauthorized use of the Customer's PIN, jkgb.in password or mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's PIN, jkgb.in password or mobile phone number.
- (b) Acting in good faith on any instructions received by J&K Grameen Bank.
- (c) Error, default, delay or inability of J&K Grameen 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.

J&K Grameen Bank will not be concerned with any dispute between the Customer and any cellular service provider and/ or any third party providing such services, through which the Facility is being provided by J&K Grameen Bank. J&K Grameen Bank makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.

J&K Grameen Bank may provide any other services as a part of the Facility and J&K Grameen 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 J&K Grameen Bank and as will be available with the authorized call centers of J&K Grameen Bank.

Indemnity

In consideration of J&K Grameen Bank providing the Facility, the Customer agree to indemnify and keep safe, harmless and indemnified J&K Grameen Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever J&K Grameen 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 J&K Grameen 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 J&K Grameen Bank harmless for any losses occurring as a result of the:

- 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 or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

Fees

J&K Grameen 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 J&K Grameen 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. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time.

Modification

J&K Grameen 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 of fifteen days by email or by displaying on the Website depending upon the discretion of J&K Grameen 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 J&K Grameen 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 of Facility

J&K Grameen 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. J&K Grameen 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. J&K Grameen Bank shall endeavor 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. J&K Grameen Bank may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or J&K Grameen Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

Notices

J&K Grameen 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 J&K Grameen Bank at its office at J&K Grameen Bank, Near Fruit Complex, Narwal, Jammu (J&K). In addition, J&K Grameen 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.

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 Jammu.

J&K Grameen Bank accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India and J&K. 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.

Mobile Banking Facility

Applicability -

All the terms and conditions as applicable to J&K Grameen Bank Mobile Banking Facility shall be applicable, unless excluded specifically or by necessary implication.

Definitions -

In these Terms and Conditions, the following terms shall have the following meanings:

"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 provide by J&K Grameen Bank wherein a Customer can obtain specific information pertaining to his Account on his Mobile Phone number.

"Request/Pull Facility" shall mean facility through which Customers will be able to make requests about their Accounts by sending "key words" through SMS to Mobile Phone Number provided by J&K Grameen Bank for the purpose.

"Triggers" means the customised triggers that are required to be set by the Customer with J&K Grameen Bank which shall enable J&K Grameen Bank to send the Alerts relating to his Account.

Applicability

All primary savings and current account holders and debit card holders can avail of this service. The last updated mobile number in the records of J&K Grameen Bank would be used to send the Alerts. Currently, Mobile Banking Facility is not offered for two Customer ID's for same Mobile number.

Mobile Banking facility 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 availing such roaming facility from respective cellular service provider.

Process

To receive Alerts, the Customer may select and set all or any of the Triggers through J&K Grameen Banking services or by submitting an application in the prescribed format as applicable or by any other mode as notified by J&K Grameen Bank from time to time. The Customer shall be required to acquaint himself with the detailed process for using Mobile Alerts and J&K Grameen Bank shall not be responsible for any error made by the Customer while setting the Triggers.

In setting of the Triggers by the Customer, the terms and conditions as applicable to J&K Grameen Bank Phone Banking, J&K Grameen Bank Internet Banking and J&K Grameen Bank Mobile Phone Banking shall also apply.

The Customer acknowledges that Alert Facility will be implemented in a phased manner and J&K Grameen Bank may at a later stage, at its discretion, send Alerts over email, expand the available Triggers or Alerts to meet Customer requirements, or may discontinue all or any of the facility/features. J&K Grameen Bank may, from time to time, change the features of any Trigger or Alert. The Customer shall be required to keep himself informed of the available Triggers or Alerts. The Customer may, from time to time, modify the Triggers selected by him, without the necessity of a fresh registration.

Any Customer availing the Facility will be provided with Alert Facility and/or Request Facility as may be decided by J&K Grameen Bank from time to time

Keywords for various information requests shall be as may be provided for, from time to time, including on the application forms, or available at J&K Grameen Bank telebanking centers and/or on the Website.

Setting Triggers and Receiving Alerts

J&K Grameen Bank will not acknowledge receipt of any instructions or Triggers nor shall J&K Grameen Bank be responsible to verify any Instructions or Triggers or the Customer's TPIN or password or Mobile Phone Number. J&K Grameen Bank will endeavor to give effect to Instructions and Triggers on a best effort basis and as soon as practically possible for J&K Grameen Bank.

J&K Grameen Bank may, in its discretion, not give effect to any Triggers if J&K Grameen Bank has reason to believe (which decision of J&K Grameen Bank shall be binding on the Customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

The Customer is responsible for intimating to J&K Grameen Bank any change in his Mobile Phone Number or email address or Account details and J&K Grameen Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address/fax number recorded with J&K Grameen Bank.

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 remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by J&K Grameen Bank, that particular message may not be received by the Customer.

Triggers will be processed by J&K Grameen Bank after receipt and J&K Grameen Bank shall have the discretion to determine the time taken to process such request. The Customer acknowledges that there shall be an intervening period between receipt of Triggers by J&K Grameen Bank, process of the Triggers and the time that the Alerts are sent.

The Customer acknowledges that the Facilities provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by J&K Grameen Bank. The Customer accepts that timelines, accuracy and readability of Alerts sent by J&K Grameen Bank will depend on factors affecting other service providers engaged by J&K Grameen Bank. J&K Grameen Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer.

J&K Grameen Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold J&K Grameen Bank liable for non-availability of the Facility or non-performance by service providers, if any, engaged by J&K Grameen Bank or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customer's commercial, investment

or business purposes) for causes which are not attributable to J&K Grameen Bank. J&K Grameen Bank shall not be liable in any manner to the Customer in connection with the use of the Facility.

The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorizes J&K Grameen Bank to send Account related information, though not specifically requested, if J&K Grameen Bank deems that the same is relevant. J&K Grameen Bank shall not be held responsible for the confidentiality, secrecy and security of the Personal or Account information being sent through the Facility.

Money Transfer Facility

The Payer accepts that he/she will be responsible for keying in the correct details which are required to make fund transfers through the abovementioned Facility; such details being specified by J&K Grameen Bank from time to time. In no case, J&K Grameen Bank will be held liable for any erroneous transactions arising out of or relating to the Payer keying in erroneous details required to make fund transfers through the abovementioned Facility,

J&K Grameen Bank shall specify from time to time the upper limit that may be transferred by the Payer for the abovementioned Facility through www.jkgb.in or SMS Alerts or by other means.

If the above mentioned Facility is made available to the payer, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at J&K Grameen 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 Immediate Payment Service (IMPS)

The liability of J&K Grameen Bank shall only commence subsequent to the debit in the Payer's account.

Fees

J&K Grameen Bank reserves the right to charge for the Alert Facility and revise such charges and such updates in charges shall be intimated to the Customer through Alerts/ display on the Website depending upon the discretion of J&K Grameen Bank.

Disclaimer

"J&K Grameen 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."