

BHIM Aadhaar Pay - J&K Bank

Terms and Conditions

This document lays out the “**Terms and Conditions**”, which shall be applicable to all transactions initiated by the Merchants(s) vide the **J&K Bank BHIM Aadhaar Pay** Interface, as defined herein below, through Jammu and Kashmir Bank Ltd. , for the purpose of transfer of funds and any other services added afterwards. Before usage of the “**J&K Bank BHIM Aadhaar Pay**”, all Merchants(s) are advised to carefully read and understand these Terms and Conditions. Usage of the **J&K Bank BHIM Aadhaar Pay** by the Merchant(s) shall be construed as deemed acceptance of these Terms and Conditions, mentioned herein below.

1. DEFINITIONS

1.1 “**THE BANK**” refers to “**Jammu And Kashmir Bank Ltd.**”, a Banking Company incorporated under the J&K Companies Regulations No. XI, 1977(Samvat) having its registered office at M.A. Road Srinagar 190001 and includes its successors and assignees.

1.2 “**NPCI**” shall mean National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at 1001A, B wing 10th Floor, The Capital, Plot 70, Block G, Bandra- Kurla Complex, Bandra (East), Mumbai - 400 051, and acting as the settlement, clearing house, regulating agency for Aadhaar Pay services with the core objective of consolidating and integrating the multiple payment systems with varying service levels into nation-wide uniform and standard business process for all retail payment systems;

1.3 “**BHIM Aadhaar Pay Services**” shall mean BHIM Aadhaar Pay Interface, a multi-platform operable payment network solution which is being provided by NPCI for the purpose of receiving payments from customers through biometric (finger print) authentication i.e., pay merchants through Aadhaar biometric authentication pursuant to the rules, regulations and guidelines issued by NPCI, Reserve Bank of India and the Bank, from time to time;

1.4 “**BHIM Aadhaar Pay Application**” shall mean the Bank’s **BHIM Aadhaar Pay Application** downloaded by the user to his/her mobile phone from authorized source.

1.6 “**User**” shall mean an individual / entity who is a holder of a Bank account who has downloaded Bank’s **BHIM Aadhaar Pay Application**, wishes to register with Bank’s **BHIM Aadhaar Pay Application** by accepting the terms and conditions and avails the **BHIM Aadhaar Pay Application Facility**.

1.8 “**Account**” shall mean Savings and/or Current account held in individual capacity at present at the bank which has been enabled for Aadhaar Pay.

1.9 “**User’s Mobile Number**” Shall mean the specific Mobile Phone Number registered by the user with Bank(s) where he / she is holding the accounts and that has been used by the User to register for the **BHIM Aadhaar Pay Facility**.

1.10 “**PIN**” Shall mean the **BHIM Aadhaar Pay** interface Personal Identification Number created by the user for authenticating the services provided under **BHIM Aadhaar Pay Application**.

1.11 “**Registration**”. The User agrees that he/she shall be entitled to use the **BHIM Aadhaar Pay Service** by downloading Bank’s **BHIM Aadhaar Pay Application** provided that /his/her Mobile Phone is found in order to technologically support the **BHIM Aadhaar Pay Application** and the relevant particulars are registered with the Bank.

1.12 “**AADHAR Number**” Shall mean the Unique identity number issued by Unique Identification Authority of India (UIDAI).

1.13 “**Authentication Credentials**” shall mean password, biometrics, PIN etc., as created by the user or provided by the Bank from time to time, which shall be required by the Merchant for authentication through **BHIM Aadhaar Pay**;

1.14 “**Beneficiary Bank**” shall mean the Bank holding a bank account of the Merchant where the credit of the **BHIM Aadhaar Pay** instruction is received from the customer to be executed either in real time basis or periodically with a settlement process.

1.16 “**Merchant**” shall mean a merchant established under the prevalent law and has an agreement with Master Merchant to accept payment through **BHIM Aadhaar Pay Services** towards the sale of products or services to its customers.

1.17 “**Authorization/Authorized Transactions**” means the process by which Bank approves a Transaction as stipulated by competent authorities/ 3rd parties, from time to time.

1.18 “**Chargeback**” shall mean approved and settled **BHIM Aadhaar Pay** transactions which are at any time refused, debited or charged back to Merchant’s account by the Issuer, Acquiring Bank or NPCI for any reason whatsoever, together with Bank fees, penalties and other charges incidental thereto.

1.19 “**Payer**” shall mean any person holding a banking account and who desires to pay money to the Merchant for purchase of goods or services online using the **BHIM Aadhaar Pay Application Services**, being offered by the Merchant on its mobile.

1.20 “**Receiver**” shall mean any Merchant holding a banking account, who are desirous to receive payments from the Payer over the **BHIM Aadhaar Pay**.

1.22 “**Amount**” shall mean the payment amount in question which is required to be transferred from the Payer to the Receiver as a part of the **BHIM Aadhaar Pay Transaction**.

1.23 “**Merchant Account**” shall mean Bank account of the Merchant maintained with Bank for collecting Fees, charges and other levies. In case the Merchant intends to use this Merchant Account to settle **BHIM Aadhaar Pay** transactions, for which the Merchant is the Receiver, then the Merchant Account shall also be used for settlement of transactions using **BHIM Aadhaar Pay Services**.

1.24 “**Service Providers**” means banks, financial institutions and software providers who are in the business of providing information technology services, including but not limited to, internet based electronic commerce, internet payment gateway and electronic software distribution services and who have an arrangement with Bank or with NPCI to enable use of **BHIM Aadhaar Pay** Software developed by them to route **BHIM Aadhaar Pay Transactions**.

1.25 “**Commission**” means the commission, fees, charges or levies payable to Bank , for facilitating a Transaction.

1.26 “**Transaction**” shall mean every payment instruction that results in a debit to the Payer’s Account and a corresponding credit to the Receiver’s Account.

1.27 “**Merchant Platform**” shall mean the mobile with the domain name or Application name and which is established by the Merchant Platform for the purposes of enabling Payers and Receivers to carry out Transactions.

2. Applicability Of Terms And Conditions:

By using J&K Bank BHIM Aadhaar Pay services, the user thereby agrees to these Terms and Conditions form the contract between the User and Jammu and Kashmir Bank Ltd. Aadhaar Pay facility shall be governed by such terms and conditions as amended by Bank from time to time. These terms and conditions shall be in addition to and not in derogation of the Terms and Conditions relating to any account of the User and / or the respective product or the service provided by Bank unless otherwise specifically stated.

3. General Business Rules Governing BHIM Aadhaar Pay Facility

The following Business rules will apply for Aadhaar Pay:

3.1 The facility will be available to users having satisfactorily running Saving/Current account with the Bank.

3.2 Aadhaar Pay Facility shall be available to users who have registered for the facility as per the discretion of Bank, NPCI and RBI.

3.3 Entering the wrong login password thrice will block the application& user may unblock the same as per the procedure laid down. Any change in the business rules of any of the processes will be notified on Bank`s website www.jkbank.net which will be construed as sufficient notice to the Merchant. No separate notice or information shall be sent to the

Merchant individually or collectively. Bank shall not be liable for any losses occur there in.

3.4 Bank shall endeavour to provide to the user through Aadhaar Pay Application, such services as it may decide from time to time. Bank reserves the right to decide the type of services, which category of user shall be offered on each account type and may differ from category to category.

3.5 Bank may also make additions /deletions to the services offered through Aadhaar Pay Application at its sole discretion.

3.6 There will be no obligation on Bank to support all the versions of existing Mobile Phone operating Systems and new versions of mobile phone Operating Systems as and when those are released. Bank can withdraw support to existing version of operating system without prior notice to users.

3.7 The User agrees that he/she shall use only his/her Mobile Phone to access the Aadhaar Pay application offered by Bank. The access is restricted to him/her on the specific Mobile Phone Number only as registered with the Bank(s).

3.8 The user is responsible for the correctness of information supplied to Bank through the use of or through any other means such as electronic mail or written communication. Bank does not accept any liability for the consequences arising out of erroneous information supplied by the user.

3.9 The user agrees to use single mobile phone for accessing the services under Aadhaar Pay. Change of mobile phone shall be properly re-registered according to application requirement.

3.10 User agrees that dispute resolution shall be as per the guidelines issued by Bank or NPCI from time to time.

4. Usage Of Facility

By accepting the terms and conditions on the mobile phone while registering for the Aadhaar Pay facility, the User:

4.1 Agrees to use Aadhaar Pay Facility for financial and non-financial transactions offered by Bank from time to time and irrevocably authorizes the Bank to debit the Bank Accounts which have been registered for Aadhaar Pay Facility for all transactions/services undertaken.

4.2 Authorizes Bank to map the account number and mobile number for the smooth operation of the facility offered by Bank and to preserve the mapping record in its own server or server of any other third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.

4.3 Agrees that he/ she is aware and accepts that facility offered by Bank will enable him/her to transact using Aadhaar Pay will be deemed as bonafide transaction.

4.4 Agrees that the transactions originated using mobile phones are non retractable as these are on instantaneous/real time basis.

4.5 Agrees to acquaint himself/herself with the process for using the facility and validly registered in his/her name only with the Mobile Service Provider licensed with the Department of Telecommunications (DoT), Government of India and undertakes to use the facility only through mobile number which has been used to register for the Facility.

4.6 Agrees that Bank is authenticating the User by using Mobile Number, Mobile Phone, Aadhaar Pay PIN/biometric and/or can introduce other advanced authentication mechanism such as Finger print authentication etc in future which is acceptable and binding to the user and hence the user is solely responsible for maintenance of the secrecy & confidentiality of the Aadhaar Pay credentials and unauthorized usage of his/her mobile phone, without any liability to Bank.

4.7 Confirms that notwithstanding anything mentioned herein, in no event shall Bank be liable to the user or any other third party affected by the Transaction for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided under this Terms & Conditions.

4.8 The User undertakes to execute such other documents and writings in addition to the instructions for activating, initiating or receiving of funds via Aadhaar Pay facility, in a form and manner as required by Bank, from time to time.

4.9 The User understands that the transaction may be rejected or cancelled in case the instructions and/or any Authentication Credentials or any details, documents or information provided by the User are false or not in accordance with the conditions stipulated by Bank or the Reserve Bank of India or the Beneficiary bank or the remitter Bank.

4.10 The User also understands that the transaction may also be cancelled/rejected due to any of the reasons like "the designated account of beneficiary not being maintained by the Beneficiary bank" or an attachment order having been passed on the designated Beneficiary account by a competent authority/Court/Tribunal/Regulator or details pertaining to the Beneficiary/Beneficiary account details recorded with the Beneficiary bank does not match or any other reasons.

4.11 The User ensures and confirms that upon completion of the transaction initiated by the User i.e., receipt of fund by the recipient maintained with the Beneficiary Bank, Bank will be entitled to charge such fees, cost and charges, as specified by Bank/NPCI, from time to time.

4.12 The User acknowledges and understands that the completion of transactions for transfer of funds based on the User`s instruction shall involve various Counter parties (especially in the case of collect transaction). The User confirms that Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of 3rd parties or any other circumstances outside the control of Bank.

4.13 The User understands that the provision of Aadhaar Pay is subject to Indian laws read with Local Laws of J&K State and the guidelines and regulations issued from time to time by the Bank, NPCI or Reserve Bank of India in this behalf.

4.14 The User agrees and confirms that Bank reserves the rights to call for logs, proofs/evidence, User details or documents at any time on account of audit, compliance, regulatory or legal requirements if necessary.

4.15 The User agrees and confirms that the Minimum and Maximum amount Stipulated for Aadhaar Pay may be stipulated by Bank in accordance with the Guidelines set By NPCI or RBI, from time to time.

4.16 Agrees that dispute resolution shall be as per the guidelines issued by bank or NPCI from time to time.

5 .Liability of the User

5.1. The user shall be responsible for each transaction initiated under his/her registered Aadhaar Pay Application. The user shall be liable for the losses arising out of any unauthorized transactions occurring through his/her accounts.

5.2. The user has to immediately bring in to the notice of Bank in case he/she suspects that his / her Mobile number is / has been allotted to another person, or blocked and/or notices unauthorized transactions in his / her accounts; user has to make sure that the facility is deregistered for his / her mobile no.

5.3. The user agrees that the access to Bank`s Aadhaar Pay Application through his/her Mobile Phone and any transaction, which originates from the same, whether initiated by him/her or not, shall be deemed to have originated from the respective user.

5.4. The user understands that in the event of loss/malfunctioning of his/her Mobile Phone / SIM Card or it falling in the wrong hands or occurrence of any such similar events, it can be misused. The user indemnifies Bank for any such misuse arising out of the same and similar occurrences. The user shall not hold Bank responsible for any loss that the user may suffer in these circumstances.

6. Liability of Bank

6.1 Bank shall, in no circumstances, be held liable to the user, if access is not available in the desired manner for reasons including but not limited to natural calamities, floods, fire and other natural disasters, legal restraints etc.

6.2 Bank shall, in no circumstances, be held liable to the user, if there are faults, imperfection or deficiency in the telecommunication network or any other reason beyond the control of Bank.

6.3 Bank does not hold out any warranty and makes no representation about the quality of the Aadhaar Pay Facility. Under no circumstances shall Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claims based on loss of revenue, investment, production, goodwill, profit, interruption of business, wrong beneficiary credentials, wrong credits or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Aadhaar Pay Facility.

6.4 Bank shall, in no circumstances, be held liable to the user for other Bank services.

7. Termination of Aadhaar Pay Service

The user understands and agrees that he/she will remain responsible for any transactions made on Aadhaar Pay through Bank's Aadhaar Pay application until the termination of the Service. The user shall be liable for all the transactions occurred prior to the termination of service. Similarly Bank may suspend or terminate Aadhaar Pay Services without prior notice if the user has breached the Terms and Conditions or if Bank notices some errors / omissions / fraudulent transactions related to the user's accounts or User.

The facility may be suspended due to maintenance or repair work or any breakdown in the Network/Hardware/ Software for Aadhaar Pay Facility, any emergency or for security reasons without prior notice and Bank shall not be responsible for any losses/damages to the Users.

8. Miscellaneous

8.1 The User shall be solely responsible for any error made while using the facility unless contrary is proved.

8.2 The user shall keep the user credentials confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the facility. User acknowledges that the user credentials are known to the user only.

8.3 It will be the responsibility of the User to notify his/her Bank immediately if he/ she suspect the misuse of the login credentials. He will also immediately initiate the necessary steps to change his Aadhaar Pay passwords/PIN.

8.4 The user shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and Bank does not accept/ acknowledge any responsibility in this regard.

8.5 The Bank reserves the right to add/remove the facilities offered to the User at its sole discretion.

8.6 The instructions of the User shall be effected only after authentication under his/her Aadhaar Pay PIN/Password or through the biometric authentication.

8.7 The User understands that the Bank shall not process the transactional request sent by the User in case of any discrepancy in AADHAAR Number and same will not be executed.

8.8 Bank shall not be responsible for the delay/ failure in carrying out the transactions due to any reasons whatsoever including failure of operational system or any other unforeseeable reasons which is beyond the control of the Bank.

8.9 The User expressly authorizes Bank to access his/her account Information required for offering the services under the facility and also to share the information regarding his/her accounts with NPCI/any other third party as may be required to provide the services under the Facility.

8.10 The transactional details, including the transaction time will be recorded and retained by Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions. Bank may store such transactional details for a period which may deem fit for the Bank.

8.11 The User hereby authorizes Bank or its agents to send notifications, promotional materials including the products of the Bank, greetings etc.

8.12 The Bank shall make all reasonable efforts to ensure the User information to be kept confidential however it shall not be responsible for any inadvertent divulgence or leakage of confidential User information for reasons beyond its control or by action of any third party.

8.13 The User expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/her PIN, Password and/or biometric authentication..

8.14 The Bank shall not be responsible for any additional charges/fees levied by the Telecom service provider during the course of availing the Aadhaar Pay Facility.

9. Responsibilities and Obligations of the User

9.1 The User shall be responsible for all transactions, including fraudulent/erroneous transactions using the Aadhaar Pay facility through the use of his/her mobile phone, PIN, password/biometric authentication regardless of whether such transactions are in fact entered into or authorized by him/ her. The User shall be solely responsible for the loss/damage, if any suffered.

9.2 The User shall use the Aadhaar Pay facility only by following the security credential in accordance with the prescribed norms as laid down by Bank from time to time.

9.3 The User shall keep the security keys confidential and shall not divulge/tamper the same and Bank shall not be liable for such instances in any manner.

9.4 The User accepts that any valid transaction originating/receiving from/by the registered mobile phone number shall be assumed to have been initiated/accepted by the User and any transaction authorized by the Aadhaar Pay PIN/password/biometric authentication is duly and legally authorized by the User.

9.5 The User shall be liable for any loss on breach of the Terms and Conditions contained herein or contributed or caused loss by negligent actions.

10. Disclaimer

Bank, when acting in good faith, shall be absolved of all or any liability in case

10.1 The Bank is unable to receive or execute any of the requests from the User or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank.

10.2 There is any kind of loss, direct or indirect, incurred by the User or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.

10.3 There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, network failure, mechanical breakdown, power disruption, force majeure, etc.

10.4 The Bank, its employees, agent or contractors, NPCI 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, whether foreseeable or not, suffered by the User or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the 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 to and from the mobile phone of the User and the network of any service

provider and the Bank`s system or any breakdown, interruption, suspension or failure of the mobile phone of the User, the Bank`s/NPCI`s system.

11. Indemnity

In consideration of Bank providing these facilities, the User agrees to indemnify and hold the Bank, its directors & employees, representatives, agents & its affiliates harmless against all actions, suits, claims, demands proceedings, loss, damages, costs (including attorney fees), charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the User pursuant hereto. The User shall indemnify the Bank, its directors & employees, representatives, agents & its affiliates for unauthorized access by any third party to any information/instructions/triggers given/received by the User or breach of confidentiality.

12. Android Application Privacy Policy Permissions required and their Purpose:

android.permission.ACCESS_FINE_LOCATION – for accessing device location
android.permission.ACCESS_COARSE_LOCATION – for accessing device location
android.permission.ACCESS_WIFI_STATE – for accessing internet connection via WIFI
android.permission.ACCESS_NETWORK_STATE - for accessing internet connection via Direct Internet
android.permission.INTERNET – for accessing internet
android.permission.READ_EXTERNAL_STORAGE – for setting profile photo
android.permission.SEND_SMS – for sending SMS to verify the user
android.permission.RECEIVE_SMS – for accessing received SMS to auto populate OTP and google push notification
android.permission.READ_SMS – for auto population of OTP
android.permission.WRITE_INTERNAL_STORAGE – for storing data in app memory
android.permission.CAMERA - to scan the QR code
android.permission.READ_PHONE_STATE - to access sim serial number of user for security
android.permission.GET_ACCOUNTS - for accessing GCM

13. Governing Law & Jurisdiction

These terms and conditions, its meaning and interpretation shall be governed by the applicable laws of India read with Local Laws of J&K State. The Courts in Srinagar/Jammu alone shall have jurisdiction over such arbitration proceedings.

These terms & Conditions are subject to periodic Updation. The User understands that Bank may amend the above terms and conditions at any time without any notice or assigning any reason whatsoever and such amended Terms and Conditions will there upon apply to and be binding on the User and same will be published in our website i.e. www.jkbank.com/.