

TERMS AND CONDITIONS

1. Definitions: The following words and expressions shall have the corresponding meanings wherever appropriate.

1.1. " **Account** ", shall mean an account with the Bank in which a request for availing the Mobile Banking Service has been registered or re-registered with the Bank.

1.2 „**Customer**’ means the holder of an Account in J&K Bank

1.3 „**MPIN**’ shall mean the Personal Identification Number (password) for the Mobile Banking.

1.4 ‘**Mobile Banking**’ shall mean Mobile Banking Service offered by the Bank and includes the service over the application

1.5 ‘**USSD**’ shall mean Unstructured Supplementary Service Data

1.6 „**Bank**’ shall mean Jammu and Kashmir Bank or any successor or assign of it

1.7 „**Facility**’ shall mean Mobile Banking facility provided by J&K Bank to the Customer.

1.8 „**Mobile Phone Number**’ shall mean the Mobile number that has been used by the Customer to register for the Facility.

1.9 ‘**Application**’ shall mean the Bank’s Mobile Banking application which will be downloaded onto the mobile phone of the Customer.

1.10 „**WAP** „means Wireless Application Protocol.

1.11 „**Bank’s website** „means www.jkbank.net

2. Applicability of Terms and Conditions

2.1 No Customer is entitled to use the Mobile Banking without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the Mobile Banking, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Bank. Mobile Banking shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

3. General Business Rules Governing Mobile Banking Service

The following Business rules will apply to the Mobile Banking :

3.1 The Facility will be available to Customers having a Savings/ Current/CC/SOD account with the Bank.

3.2 The daily upper ceiling under the Facility, per Customer shall be **Rs.2,00,000/-** for aggregate of fund transfer (customer interlinked a/c transfers included), bill payment and merchant payment within an overall calendar month limit of Rs.15,00,000.00.

3.3 Entering the wrong MPIN thrice will block the Mobile Banking User.

3.4. 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 Customer.

3.5 In the case of a joint account, customer is required to get the required mandate duly authorized from the other holder. Accounts in the name of minor or where minor is a joint account holder are

not eligible for Mobile Banking.

3.6 The Bank reserves the right to reject a Customer's request for Mobile Banking without assigning any reasons.

3.7 The Bank may suspend the Facility, if the same has not been accessed by the Customer for three months or more. If the Facility has not been accessed for six months or more, the same will be cancelled.

3.8 The Customer can request for termination of the Facility by de-registering at J&K Bank branch of the primary account enabled for Mobile Banking. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such cancellation request by the Bank. It shall be the Bank's endeavour to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer. The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software of Mobile Banking, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for reasons of security or emergency.

3.9 The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed. The Bank may also terminate or suspend the services under the Facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank.

4. Usage of Facility:

By accepting the terms and conditions while registering for the facility, the Customer:

4.1 agrees to use the Mobile Banking for financial and non-financial transactions offered by the Bank from time to time.

4.2 also irrevocably authorizes the Bank to debit the accounts which have been enabled for Mobile Banking for all transactions/services undertaken by using MPIN.

4.3 authorises the Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of Mobile Banking 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.

4.4 agrees that he/ she is aware and accepts that Mobile Banking offered by the Bank will enable him/her to transact using MPIN within the limit prescribed by the Bank and will be deemed as bonafide transaction.

4.5 agrees that the transactions originated using the mobile phones are non retractable as these are instantaneous/real time.

4.6 understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.

4.7 agrees to use the facility on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through Mobile Phone Number which has been used to register for the Facility.

4.8 agrees that while the Information Technology Act , 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, the Bank is authenticating the Customer by using Mobile Number, MPIN or any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the Customer and hence the Customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to the Bank.

5. Responsibilities and obligations of the Customer

5.1 The Customer will be responsible for all transactions, including unauthorised /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorized by him/ her. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.

5.2 The Customer shall take all possible steps to ensure that the Application and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from Mobile Banking as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

5.3 The Customer will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.

5.4 The Customer shall keep the USER ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.

5.5 It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.

5.6 If the mobile phone or SIM is lost, the user must immediately take action to de-register from Mobile Banking at any branch of the primary account enabled for Mobile Banking.

5.7 The Customer accepts that any valid transaction originating from the USER ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN is duly and legally authorized by the Customer.

5.8 The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the Facility which would be publicized on the Bank's websites and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.

5.9 The Customer shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorised access in the account.

5.10 The Customer 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 the Bank does not accept/ acknowledge any responsibility in this regard.

5.11 It is the responsibility of the Customer to notify the Bank, about any change in mode of operation, through a separate communication, making a specific reference to the Mobile Banking availed. It is also the responsibility of the Customer to notify the Bank, any other change in the operation of the account which will otherwise make the account ineligible for the Mobile Banking. Any failure on the part of the Customer to advise the Bank separately shall continue to bind all the account holders, jointly and severally for the transactions through this Facility.

6. Funds Transfer

6.1 The Customer shall not use or attempt to use Mobile Banking for funds transfer without sufficient funds in the relative account or without a pre-existing arrangement with J&K Bank for the grant of an overdraft.

6.2 J&K Bank will endeavour to effect such funds transfer transactions received through Mobile Banking provided there are sufficient funds available in the Account. J&K Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of J&K Bank.

7. Fee structure for the Facility:

7.1 The facility shall be provided free of any charges. However, the Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

8. Accuracy of Information:

8.1 It is the responsibility of the Customer to provide correct information to the Bank through the use of the Facility or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

8.2 The Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.

8.3 The Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss/ damage suffered as a consequence of an information provided by the Bank found to be not correct.

9. 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. J&K 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 J&K Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

10. Bank's Lien

J&K Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Customer's Primary Account and/ or; Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Mobile Banking extended to and/ or used by the Customer.

11. Disclaimer of Warranties .

11.1 Except as warranted in the Terms and Conditions, J&K 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 Facility.

11.2 J&K Bank does not warrant that access to the Facility will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from use of the Facility or as to the accuracy or reliability of the Facility.

11.3 J&K Bank will not be liable for any virus that may enter the Customer's system as a result of the Customer using the Facility.

12. Indemnity

The Customer agrees, at its own expense, to indemnify, defend and hold harmless J&K Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against J&K Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against J&K Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of the Facility with reference to :

- (i) a violation of the Terms and Conditions contained herein by the Customer;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorised use of, the Facility by the Customer.
- (iii) any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
- (iv) any breach of any covenant or obligation to be performed by the Customer hereunder. The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

13. Others

13.1 The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.

13.2 The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.

13.3 While it shall be the endeavour of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the 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 the service provider/ third party as may be required to provide the services under the Facility.

13.4 The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

13.5 The Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.

13.6 The Customer understands that the Bank may send „rejection“ or „cannot process“ the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

13.7 The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond its control or by action of any third party.

13.8 It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.

13.9 The Telecom Service provider of the customer may levy charges for each SMS/ dial/GPRS and the Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.