

The Terms form the contract between the Customer and the Bank.(Both defined below) The Customer shall be deemed to have unconditionally agreed to and accepted these Terms & Conditions by signing the Account Opening Form. The Terms & Conditions shall be in addition to and not in derogation of any other the terms and conditions accepted by the Customer. These Terms & Conditions are subject to change from time to time as per the change in applicable laws and the statutory/ regulatory guidelines under the jurisdiction of Republic of India.

## Definitions & Applicability of terms

1. "Bank" refers to Jana Small Finance Bank Ltd.
2. "Account Opening Form" or "Application form" or "AOF" refers to the account opening form to be submitted/ provided by the Customer with required information relating to the Customer for opening, operation, maintenance of Accounts with the Bank from time to time
3. "Customer" refers to any person/ entity holding an account with The Bank
4. "Account" means any account of the Customer with the Bank including without limitation any Non Resident (Ordinary) ("NRO") savings Account, Non Resident (External) ("NRE") savings Account, NRE fixed deposit Account, NRO fixed deposit Account, which may be made available by the Bank to the Customer from time to time.
5. "Month" shall mean any calendar month
6. "Services" refers to services provided by the Bank to its customers.
7. "Website" refers to The Bank – [www.janabank.com](http://www.janabank.com)
8. Reserve Bank of India (RBI) – refers to the overall regulatory body for banking in India, named as, Reserve Bank of India
9. "Non-resident Indian (NRI)" shall mean have the same meaning assigned to it under The Foreign Exchange Management Act 1999 (as amended from time to time) ("FEMA").
10. "Person of Indian Origin (PIO)" is a person resident outside India who is a citizen of any country other than Bangladesh or Pakistan or such other country as may be specified by the Central Government, satisfying the following conditions: a. Who was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 (57 of 1955); or b. Who belonged to a territory that became part of India after the 15th day of August, 1947; or c. Who is a child or a grandchild or a great grandchild of a citizen of India or of a person referred to in clause (a) or (b); or d. Who is a spouse of foreign origin of a citizen of India or spouse of foreign origin of a person referred to in clause (a) or (b) or (c) A PIO will include an 'Overseas Citizen of India' cardholder within the meaning of Section 7(A) of the Citizenship Act, 1955. Such an OCI Card holder should also be a person resident outside India.
11. "Registered e-mail ID" shall mean such e-mail ID of the Customer which has been registered with respect to the Account with the Bank.
12. NRE refers to Non Resident External
13. NRO refers to Non Resident Ordinary
14. NRI refers to Non-resident Indian as per the FEMA guidelines
15. KYC – refers to the Bank's policy document on 'Know Your Customer'
16. SA – refers to Savings Account
17. FD – Fixed Deposit

Words denoting a particular gender include the other gender as well.

The word “includes” shall be construed as “without limitation”

## Account Opening

The formalities for opening the Account are framed as per the policies and processes laid down by the Bank in line with applicable laws and regulatory guidelines and are subject to change/modifications from time to time.

The Customer shall be deemed to have declared his status as per the rules applicable under the provisions of the Income Tax Act, 1961 as notified by Central Board of Direct Taxes (CBDT).

Account may be opened in the names of:

- i) An individual in his/her own name, or
- ii) Two persons in their joint names. If Account is held in joint names, the Primary Account Holder should be NRI or PIO.
- iii) Resident Indian can be the joint holder in NRE and NRO account.

However in NRE account resident account holder can operate the account under the capacity of mandate holder where the mode of operation is permitted as “Former or Survivor” only.

Customer shall deposit a minimum amount as prescribed by the Bank from time to time for opening Account.

Initial funding for opening NRO Savings Account should be from an existing NRO account of Customer maintained with other banks. Initial funding for opening NRE Savings Account should be through inward remittance from outside India or transfer from another NRE Account of Customer

The Account cannot be opened or utilized for business purposes.

g) The Bank shall require Applicant/Customer to submit, along with the duly filled Account Opening Form, such other documents to the satisfaction of the Bank. The documents listed in the Account Opening Form are mere indicative documents, and not exhaustive, and the Bank reserves its right to require submission of such other documents as may be determined by the Bank on a case to case basis depending upon the nature of the relationship.

h) In the event the document(s) submitted by Applicant/Customer for opening Account and/or availing Services and/or for transacting on the Account are incomplete or discrepant in the opinion of the Bank, Applicant/Customer shall be notified of the same in the communication address of Applicant/Customer mentioned in the Account Opening Form. Applicant/Customer should resolve all such imperfection/discrepancy within the time specified in the communication of the Bank. In case such imperfection/discrepancy notified by the Bank to Applicant/Customer remain unresolved or if Applicant/Customer fails to submit additional document(s) within the timeframe, the Bank shall have the right to refuse opening of Account and, if Account is already opened, to put operational restrictions in Account and/or to close Account without notice to Applicant/Customer. In such event, the Bank shall be entitled to deal with the documents already submitted by Applicant/Customer in suitable manner without any prior notice to the Applicant/Customer. The Bank shall not be liable, in any event, to return the discrepant or other documents or provide any details to Applicant/Customer. If, after the time period mentioned in the communication referred above, Applicant/Customer resolves the imperfection/discrepancy or submits additional document(s) the Bank shall have the right to treat the same as a fresh application for opening Account or for availing Services and, in such cases, the Bank shall have the

right to insist the Applicant/Customer to submit fresh Account Opening Form along with requisite documents.

i) In case Account is opened with an account opening cheque from another bank, the Bank reserves the right not to open/activate the Account until realization of such cheque.

## Safe-keep of Debit cards / passwords and cheque books

1. Customers should note that debit card and its credentials, internet banking credentials, phone banking credentials, cheque books and all other facilities are tools to perform financial transactions to the Account.
2. Customer shall be solely responsible for the safe-keeping and the confidentiality of those mentioned above and all other credentials to services provided in future. Customers should not disclose these credentials to anyone under any circumstances.
3. The Bank shall not be responsible for any fraudulent transactions occurring on account of misuse of any of these deliverables provided to them.
4. All communications related to the account and services thereto shall be sent on the preferred correspondence address, Indian by default.
5. The Bank in its quest to provide utmost security discourages Customers to claim passwords through physical mails. Due to this, the Customer is provided option to generate password online / through ATM after providing certain personal details<<subject to availability>>. However, if the Customer requires physical mailers to be sent, the Bank shall not be responsible for any fraud / misuse arising thereafter. On receipt of debit card, Customer should sign the same for easy identification of the Customer at POS outlets. Initial passwords should be changed immediately. Customer should ensure that the cheque books are complete and there are no missing cheque leaves.

## Charges & Fees

1. Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed in the Schedule of Charges available on the Website from time to time and as per the products offered to Customers. Charges will be debited to the Account at defined frequencies as per Banks policies.
2. The Bank has the right to set-off the service charges, charges for non-maintenance of minimum balance or any wrong credit or late returns reported by the correspondent bank /counter party by debiting the account, without requirement of providing further notice or seeking additional consent / Authorization. In case balance in the Account becomes overdrawn as a result of such set-off, the Bank will be entitled to charge interest at such rates as the Bank may deem fit in its sole discretion, for the period for which the Account remains overdrawn at any time during the maintenance of the Account.
3. The Customer agrees and confirms that in the event any of the Services in connection with the Account these services are or become liable to tax under the applicable laws and regulations, the

Customer shall bear all the taxes or duties in connection with such Services and the Bank is hereby authorized to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent / authorization.

4. In the event of occurrence of any of the above events, the Customer shall receive balance amounts, net of all deductions made as per the terms and conditions hereof. The Customer shall be intimated at the address registered with Bank.
5. Customers should note that the fees and charges are subject to revision from time to time as per Bank's policies and also based on various regulating and governing institutions of the country / other territories.
6. Change in Fees & Charges, Services, and Interest Rate: Any change/discontinuation of Fees & Charges, Services will be intimated to the Customer at least 30 days in advance through letter/SMS/website/email or other means.
7. For detailed charges and fees please click on the below link:  
<https://www.janabank.com/>

## Statement of Accounts

1. The Bank has provision for both email & the physical statements for accounts. However, NR Customers will by default receive email statements only. Email statements shall be sent only to the Customer's Registered Email ID.
2. For email statements, the Customers are liable to verify the authenticity of any emails received and the Bank will not be liable for any issues/ loss arising out of any fraudulent emails received by the Customer.
3. Customer should intimate the Bank in case statement (email) is not received on time. The Bank, on its discretion, might issue a duplicate statement
4. Customers should revert within one month of mailing of the statement for any discrepancy/ error. Bank will not be liable for any loss to the Customer due to errors/ discrepancies pointed out/ communicated to the Bank by the Customer after expiry of one month. The Bank though retains the right to rectify any error/ discrepancy in the statement- on its own at any point of time.
5. Customer will need to submit request either through net-banking, phone banking or at the branches for issuance of duplicate statement for last statement generated or statements for any earlier month. Reissuance is subject to Schedule of Charges applicable for respective product/services.
6. Customers are required to update any change in their communications address in their Bank records for Bank to communicate.

7. For NR Account Customers, physical statements shall be provided only on request. However, monthly e-statements would be provided as is.

## Payment of Interest

- a) Interest for NRO/NRE Savings Account will be calculated on the day-end balance maintained in the Savings Account. The rate of interest shall be as per the rate mentioned at the Website.
- b) The rate of interest is subject to change from time to time depending on the decision taken by the Bank and the same shall be notified on the Website.
- c) The interest will be paid/credited to the Savings Account on quarterly basis. Interest calculated will be rounded off to the nearest Indian Rupee, ignoring fractions of Rupee i.e., fractions of Fifty (50) Indian Paise and above shall be rounded off to the next higher Indian Rupee and fractions of less than Fifty (50) Indian Paise shall be ignored.

## Taxation

Interest earned on NRO accounts is taxable as per the applicable laws/regulations, at the applicable rate. TDS Rates for NRE/NRO deposits - Interest earned on Non Resident External (NRE) accounts are tax free in India. Hence, there would be no TDS. However, interest earned on the Non Resident Ordinary Account (NRO) is taxable and TDS rates will be applicable from time to time as per the Income Tax Act, 1961 and Income Tax rules. There is no basic exemption limit.

## Debit Cards

The Bank provides Debit/Chip Debit card facility to its account holders. The category and the fees for the debit card will be governed by the account type and at sole discretion of the Bank. The features & benefits will be governed by the type of the card and the conduct of the account. Customer will need to visit the Bank website or contact the nearest branch Bank to obtain more details on each of the debit/chip debit card type, its features, benefits and eligibility criteria.

The card is valid till the last working day of the month indicated on the card. The card is valid for usage in India/abroad (depending on the card issued). The card is not valid for foreign exchange transaction in India, Nepal & Bhutan. The card is accepted at any of the Bank ATM or any Visa/ Visa electron/ Visa flag merchant outlet in India. Any transaction at the merchant POS will need to be authorized using the Card PIN and completed once the slip is generated by the POS Terminal. The Bank is not liable for any issues with the goods/services provided by the merchant outlet (not limited to defects, delay in delivery, poor quality) and any such dispute should be settled between the merchant and the Customer.

The Bank will send through separate couriers (or any other mode of delivery) the debit/chip debit card and the PIN to the Customer. Customer should verify that the courier received is not in torn/open/mutilated condition. In case of receipt of the courier package in torn/mutilated/open condition, Customer should immediately inform the Bank either by visiting the nearest branch/ through phone banking.

Customer should ensure that on receipt of the debit/chip debit card, he signs on the reverse of the card after carefully reading the terms & conditions send along with the debit card.

Customers should ensure that the debit/chip debit card details, PIN details are not divulged/ disclosed to

anyone. Customers should not handover the debit card to any person other than designated Bank official within the Bank branch premise. Customer is liable to ensure safekeeping of the debit card and the PIN.

The Customer will need to inform the Bank (either through phone banking/ visiting nearest branch/ any other valid communication channel) to report any lost/ stolen/ misplaced card/PIN.

The Bank will not be liable for any fraudulent transaction/misuse of the card arising out of misplacement of the card/ card falling into wrong hands/ misuse of stolen cards prior to being reported as stolen/ lost by the Customer.

## Operating Accounts

- a) Account operating rules depends on the operating mandate as defined in the account (this will be defined based on Customer's instruction on operating mandate in the AOF or any changes authorized by the Customer subsequent to the opening of the account). Account maintained in the name of an individual shall be operated singly by the individual or through the Power of Attorney Holder of such individual.
- b) In the case of joint accounts, Account may be operated: NRO Accounts: jointly (if both the account holders are NRI/PIO, or joint account holder is Resident); either or survivor (if both the account holders are NRI/PIO, or joint account holder is Resident); former or survivor (if the joint account holder is Resident); or through the Mandate Holder or Power of Attorney Holder of the Primary Account Holder if specifically permitted by the Bank. NRE Accounts: jointly (if both the account holders are NRI/PIO); either or survivor (if both the account holders are NRI/PIO); former or survivor (if the joint account holder is Resident) or through the Mandate Holder or Power of Attorney Holder of the Primary Account Holder if specifically permitted by the Bank.
- c) Operations in NRO Account through Power of Attorney Holder is restricted to withdrawals for permissible local payments in Indian Rupees, remittance of current income to the Account Holder outside India or remittance to the Account Holder himself through normal banking channels. Operations in NRE Account through Power of Attorney Holder are restricted to withdrawals for permissible local payments in Indian Rupees or remittance to the Account Holder himself through normal banking channels. The Power of Attorney should be in a form acceptable to the Bank.
- d) Permissible activities by Mandate Holder / POA will be applicable as decided by the Bank.
- e) In joint Accounts, any change in operational instructions or change in any information in the Account Opening Form should be submitted to the branch of the Bank jointly by all the account holders irrespective of the Mode of Operation of such Account.
- f) Any communication or information (including Statements of Account, Balance Confirmation, Cheque Books, Debit Cards, various PIN mailers, internet banking user ID and/or passwords and such other items relevant or pertaining to operations in Account) proposed to be sent by the Bank to Applicant/Customer may be sent through courier or post or any other acceptable mode of communication from time to time, to the registered mailing address (either in India or abroad) or email Id furnished by Applicant/Customer through the Account Opening Form. All communication or information addressed to the Bank by Applicant/Customer should be in writing or should originate from the e-mail Id of Applicant/Customer duly registered with the Bank. It is incumbent on Applicant/Customer to intimate the Bank any change in the registered mailing or communication address, immediately and in any case within Fourteen (14) Business Days of such change. The Bank

shall not be responsible for any loss, damage or consequences of wrong delivery of such communication or information arising out of failure of Customer to duly intimate the Bank of such changes.

- g) Customer should examine the entries in the Statements of Account/Passbook provided to him by the Bank immediately upon receipt. Any discrepancy in entries therein should be brought to the notice of the Bank immediately and in any case within fifteen (15) Days of the receipt of the Statement of Account/Passbook by Customer, and the Bank may consider such representation and intimate Customer. The Bank does not accept any responsibility for any loss arising out of failure on the part of Customer to carry out an examination of entries in the Statement of Account/Passbook within the above time period.
- h) Interest earned on the amount held in NRO Accounts (Savings as well as Fixed Deposit) shall attract Tax Deduction at Source ("TDS") at the applicable rate as per Income Tax Act/Rules. The benefit of lower taxes as per Double Taxation Avoidance Agreement ("DTAA") may be claimed by the Customer by submitting requisite documents at the beginning of each Financial Year for each Account. Details of PAN submitted in relation to the Account should match with the PAN registered in the Bank's records. Non-submission of documents in support of claim of DTAA and/or PAN by the Customer shall attract applicable rate of TDS.
- i) Only Permissible Debits and Permissible Credits, subject to the provisions of the Foreign Exchange Management Act, 1999 (as amended from time to time) ("FEMA") and those guidelines issued by Reserve Bank of India ("RBI"), shall be permitted in Account.
- j) Transfers from NRO to NRE are permissible within US 1 million dollar remittances per financial year, subject to providing required documents.
- k) Transactions in accounts cannot be made for the purpose of investment in prohibited sectors / persons by a person resident outside India
- l) Citizens of Pakistan, Bangladesh, Sri Lanka, Afghanistan, China, Iran, Nepal, Bhutan, Macau, Hong Kong and Democratic People's Republic of Korea cannot, without prior permission of the Reserve Bank, acquire or transfer immovable property in India, other than on lease, not exceeding five years. Citizen of Pakistan, Bangladesh or Afghanistan belonging to minority community (Hindu, Christian, Sikh, Parsi, Buddhist, Jain) in that country and residing in India who has been granted an LTV by the Central government can purchase only one residential immovable property in India as dwelling unit for self-occupation and only one immovable property for carrying out self-employment.
- m) As per Reserve Bank of India circular No. RBI/2015-16/390 A.P. (DIR Series) Circular No. 67/2015-16 [(1)/5(R)] An NRO account can be opened jointly with residents on 'former or survivor' basis. An NRE account can be opened jointly with resident relative(s) on "former or survivor" basis. As per Reserve Bank of India Circular No. RBI/FED/2015-16/9 FED Master Direction No. 14/2015-16 during the life time of the NRI/PIO account holder, the resident relative can operate the account only as a Power of Attorney holder.

Bank as per its KYC requirement, may ask Customer to furnish some additional documents or may request for re-verification of KYC. Customers will need to comply with such requests from the Bank and the Bank will not be liable for any material/ non material inconvenience that may be caused to the Customer due to the Customer non-compliance to such requests.

Deposit Insurance and Credit Guarantee Corporation (DICGC) insurance cover is applicable in all Bank's deposits, such as savings, current, fixed, recurring, etc. up to a maximum amount of Rs. 5 lakh including



principal & interest both.

The Bank may time to time send deliverables (Cheque book, Debit/Chip Debit card, PIN's etc.), statement of accounts, important notifications and other relevant items at the Customer's mailing address as maintained in the Bank's records. Hence Customer will need to promptly notify the Bank of any change of mailing address. Bank will not be liable for any loss/damage/ inconvenience that may be caused to the Customer due to loss/ damage/ failure/ wrong delivery of such items due to the non- intimation of change in mailing address by the Customer.

Cash transactions can be done in amount rounded to rupees only. The Bank shall allow cash withdrawal by cheque only for an amount greater than Rs. 50/-. There is no upper limit for amount that can be drawn by a single cheque but such withdrawal shall necessary be authenticated by branch officials as per the Bank's passing power policy.

Customers are advised to inform the Bank in advance for withdrawal of large amount (greater than 10 lakh INR) to facilitate better service.

There are limited numbers of free transactions in terms of ATM withdrawals, usage of cheque leafs, DD/PO, electronic payment (RTGS/ NEFT) that the Customer is eligible. Customer will need to verify, from the Bank's website or by contacting the Bank through any of the valid communication channel, the number of free transactions he is eligible for the account type he is holding. The Bank is free to charge (as per Schedule of Charges) the Customer on a per transaction basis whenever the threshold limit of such free transactions is exceeded. Any waiver to such fees will be at Bank's sole discretion.

## Cheque Books

The Bank provides at-par cheque book to all its eligible account holders. The Customer is entitled to certain number of free cheque book depending on account type.

Customer can request the Bank for fresh cheque book once the existing cheque books are exhausted. Customers are entitled to a limited number of free cheque books as per the type of account and issuance of cheque books beyond the free limit may attract charges. All cheque (from Customer account) presented to the Bank must have:

1. The instrument is signed as per the operating instructions for that account
2. The signature on the cheque is as per the signature in the Bank record for the particular account
3. All the fields (Payee, amount in figures, amount in words, date) are filled
4. The cheque is not stale (date is not more than six months from the date of presentment)
5. Any alteration is counter signed by the drawer signature (as per revised RBI guidelines, no alteration is allowed in cheques processed under the cheque truncation system). Bank may also dishonor cheques if alterations are found to be suspicious in nature.
6. The account has sufficient fund to honor the cheque- Customer should ensure that the account is funded sufficiently (or available overdraft limits) so that the cheque is not dishonored due to lack of funds. Any cheque dishonored due to insufficient fund may attract penal charges from the Bank.
7. Customers should not that all requirements specified, for processing cheques through cheque



truncation mechanism, would be applicable and Customers should abide to those restrictions. RBI is in the processing of implementing cheque truncation system in different locations in a phased manner.

8. Cheque credited to NRE account must be from another NRE account only and should carry the legend 'NRE' on the cheque. In case of absence of the same, the Bank may dishonor the cheque.

The Bank may also levy charges to the Customer if cheque presented by the latter is returned due to insufficient funds. The Bank reserves the right to block the Customer account if there are excessive incidences of cheque returns.

Customers can place the 'stop payment' request with the Bank for any cheques that are missing/ stolen/ not required to be paid. Customer needs to ensure that such stop payment request is made prior to presentment of the cheque to the Bank. Bank will not be liable for any payment made against cheques for which the stop payment request is received by the Bank post the presentment of the cheque to the Bank. Bank may charge the Customer for any such stop payment request as specified in the Schedule of Charges.

Based on the type of the liability product, the Bank offers Payable at Par (PAP) cheque facility. With these cheques, Customers would be free to use the cheque across all the branches of the Bank and clearing of these cheques across any of the Bank branch locations would be considered equivalent to local clearing.

Customers of The Bank have various options to present their cheques to the Bank viz; handover at branch, using drop box at branch, drop boxes at ATM location, etc. Customers may opt to get the acknowledgement only at the branches and any cheques dropped at drop boxes are at the sole discretion of the Customers. Clearing cycles for cheques dropped at drop boxes are indicated over the respective drop boxes and Customers acknowledge to the time indicated.

## **Demand Drafts & Bankers cheque/Pay Orders**

Customers can place a request for issuance of demand drafts / Bankers cheque/pay orders by visiting any of the Bank branches. Any charges associated (refer to schedule of charges) with issuance of Demand Drafts or Pay Orders will be recovered from the Customer by debiting Customer's account. Application of charges is dependent on the type of account & relationship the Customer maintains with the Bank.

In case the instrument is lost and (or) needs to be cancelled, Customer should visit the same branch where the Demand Draft or Pay Order was issued. The amount, after deduction of applicable charges will be credited to Customer's account.

Where a draft is lost and Customer wishes to cancel the lost draft, Customer will be required to indemnify the Bank of all possible liabilities. For this case, Customer would be required to complete certain documentation to the Bank's satisfaction. Only after all the documentation is provided, will the draft be cancelled and funds transferred back to Customer. If the lost draft is already in cleared or if it is in the clearing cycle, this cannot be cancelled.

The Bank has tie-ups with various banks (correspondent banks) and local tie-ups with other banks for issuance of Demand Drafts in locations where The Bank does not have branches.

The Bank provides issuance of DD's & PO's through internet banking. The details about such service, charges associated and the delivery mechanism will be intimated prior to rollout of the service. The Bank reserves the right to decide the time for rollout of various services and discontinuation of any of the service through any channel without prior notice to Customer.

Customer bears the final responsibility for any wrong information provided in the request for the draft. Customer should also ensure that the details indicated on the draft are correct immediately after receipt of the draft.

## Electronic Transactions

The Bank offers various channels, apart from branch walk-in transactions, for Customer to interact and transact through the account. These channels include internet banking, phonebanking, through ATM machines, mobile banking, etc. These could be made available in a phased manner.

Transactions processed online through any of the electronic channels are to the discretion of Customers and all Customers shall comply with all such terms and conditions as prescribed by the Bank from time to time for transactions executed.

Customers should ensure that the credentials are authenticated only in personal computers rather than those being used / shared by general public. Transacting through machines used by public exposes Customer's account for fraudulent usage. Customer will only be held liable in case of any misuse / fraudulent transactions.

Customers are required to access the online banking portal only by entering the respective site address and not through any links that direct for access.

Customers are required to remember all user IDs and passwords confidential as these are necessary to access financial information and perform financial transactions. In its constant endeavour to enhance security measures, The Bank may introduce additional details required to access online account and it will be the responsibility of Customer to adhere to. Customers are also required to change passwords at frequent intervals as a measure of safety.

In case a wrong password is typed 3 times, the Customer's online banking account shall be locked.

All the financial transactions processed through online channel are instantaneous and irrecoverable once executed. Customers will take sole responsibility for any mistakes made during transactions. Customers, as a matter of acknowledgement and reference, should carefully note down the confirmation numbers pertaining to the transaction. The Bank will not be responsible for the delay happening at the other bank where funds need to be credited to beneficiary's account.

Transfer of funds through various payment modes through internet banking/mobile banking is subject to a minimum and maximum amount as defined based on internal Bank policies and regulations and Customer should adhere to the same.

Customers will hold complete responsibility for any transactions pertaining to purchase of services and goods over internet or any other channel if at all the underlying liability account is used. Customer should observe and comply with applicable laws and regulations in each territory of use.

Customers will be informed through mailers / display of notices / Bank website / short messaging service regarding the fees and charges applicable for various online transactions. These charges will be debited to Customer's account.

Customers are required to carefully read and agree to the terms and conditions of various services. The Bank shall not be liable for any issue arising due to misuse. It is further Customer's responsibility to ensure availability of necessary and compatible software for accessing mobile banking and internet banking.

The Bank performs maintenance activities to the online banking site on a frequent basis. The time for such maintenance activity will be intimated in the Website. Bank cannot be held liable for any delay / non completion of such transaction during the maintenance period.

Whilst the Bank shall aim to provide security to prevent frauds, misuse, hacking and other actions to the website, internet per se is susceptible to a number of frauds. Customers shall evaluate all risks arising out of these and the Bank shall not be responsible for the same.

The Bank through online banking may also provide mail / messaging service to interact with Customer service personnel. Information provided through such messages should not be considered as completion of financial transaction. These are just information messages.

## Standing Instructions

The Bank upon request, offers its Customers a facility to set fund transfer instructions to the liability account for a defined tenure, amount or any other acceptable condition specified in the Standing Instructions Application Form.

Standing instructions are accepted for transferring funds from one account to other account within the Bank or another account in a different bank, to a fixed deposit or recurring deposit accounts and also for Electronic Clearing Services/NACH.

If the Customer wishes to cancel the fund transfer, the Customers should provide in writing requesting removal of instructions. Once the standing instructions are set, the Bank shall not be held liable for any reason including but not only related to insufficient funds for processing payments.

In-cases where standing instructions are continuously/ frequently dishonored, the Bank has the right to discontinue this facility to the said Customer without prior notification.

Customers should note that standing instructions facility for international funds transfer is not available at the moment.

## Mobile Alerts

All Customers having their mobile numbers registered with the Bank are entitled for receiving mobile alerts for various types of banking transactions performed. These alerts typically are provided for cash withdrawal, cash deposit, funds transfer, funds credit, balance alerts, etc. While the Bank sends (push) alerts to Customers on a frequent basis (or based on event of financial transaction), the Customer can also request (pull) for specific information.

The Bank sends these alerts on best effort basis to ensure that the Customer is informed immediately after the event. However, Bank is dependent on various third party service providers to complete the information transmission. In this regard, Bank will not be liable for any information reaching the Customer after delay / non receipt of information.

Charges for these mobile alerts would be as per the product features, relationship of Customer with the Bank and are indicated in the schedule of charges. Charges are subject to change from time to time.

## Dormant Account

The Bank may classify an Account as:

- Dormant/Inoperative - if there are no Customer-induced transactions for 24 consecutive months in the account. i.e. no Customer-induced transactions for 12 months after the account had become inactive.

Customer-induced transactions mean any credit or debit transactions done by a Customer in his Account which include, but not limited to, the following:

- Cash Deposit or Withdrawal
- Cash Withdrawal at ATM
- Transactions performed through Net Banking
- Transactions performed through Cheques or other instruments
- ECS/NACH credits or debits
- RTGS and NEFT
- Standing Instructions

If an account is classified as inactive or dormant, credits and debits to so classified account may be denied temporarily. To ensure authenticity of the Customer and Customer's (all joint account holders, where applicable) credentials, KYC documents need to be submitted at any of the Bank branch

During the period of dormancy, transactions through other alternate channels viz; ATM, Phone Banking, Mobile Banking, Online Banking, etc, shall not be available to Customer. Account will be activated only after providing all required KYC documentation along with a written request in this regard and by initiating a transaction.

## Nomination

Nomination facility is available for accounts operated by Individuals. Customer is advised to provide nomination details while opening of the Account

Nomination can be made in favor of only one individual. If the nominee is minor, then another major individual should be appointed to receive the amount in case of claim during the minority of the nominee. Customer can include nomination or can change/modify existing nomination details in the account during his/her lifetime. In case of joint accounts, authorization from all the account holders is necessary for any alternation to nomination details. A witness is required when making nomination or modifying/ changing nomination details and the witness signature is mandatory in the nomination form.

Customer should ensure that he receives the acknowledgement for all such transactions for new nomination or change/ modification to existing nominee details.

Nominee has the right to receive the applicable payment from the Bank only on the death of the account holder in sole individual account or all account holders in case of joint account.

## Death or Incompetence

In case the sole account holder dies or is declared incompetent, the proceeds of the account will only be processed to the registered nominee. Where a nominee is not assigned, the Bank may be required to take the issue case by case and the proceeds will only be handed over to legal heir(s) or court nominated individual.

The Customer must notify the Bank immediately if any of the joint account holders or authorized signatory of the Account dies or is declared incompetent.

The Bank may place a freeze on such Accounts and stop all operations till the identity and credentials of the successor established to the Bank's satisfaction.

## Closure of Account

The Bank reserves the right to close or freeze the Account(s), after due notice to the Customer for reasons which may include, but not limited to, the following:

- In case any of the documents furnished towards Identity and address proof are found to be fake / Forged / defective
- The Account opening cheque is returned unpaid for financial reasons/ signature not matching.
- In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account
- In case of frequent returns of inward / outward cheques in the Account;
- In case a debit balance for reasons, including but not limited to, non-repayment in case of facilities offered by the Bank, where repayment is to be made through Customer's Account; reversal of wrong credit; any temporary overdraft granted to the Customers by the Bank in relation to

any facility or otherwise, etc., is allowed to continue for more than 90 days in the Account;

- Improper conduct of the Account in terms of volume / type of transactions;
- For unsatisfactory conduct of the Account.
- In the light of the transactions in the Account and other circumstances the Bank comes to the conclusion that maintaining of such account is undesirable.
- On Customers' refusal of providing required information to the Bank and / or documents relating to the due diligence required to be carried out by the Bank.
- Under instruction/ order from enforcement authorities / court of law.

The Customers shall be solely liable for return of cheques / dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the Account(s).

Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, the Bank reserves the right to keep such amounts without any interest being payable on the same. In case of any shortfall in the Account, the Customer shall be liable to pay the amount outstanding on account of charges / interest or otherwise to The Bank, forthwith, without demur or protest.

In case the Account has been frozen by Bank under orders from enforcement authorities / court of law, as per RBI mandate, the Bank will continue to credit the interest to the Account on a regular basis.

Furthermore, it will be the responsibility of the Customer to surrender the unused cheque leaves, debit card and all associated deliverables. The Bank will not be responsible for any loss sustained by the Customer on account of loss of such instruments. Customer should also ensure that any standing instructions, ECS mandates, linked Demat accounts, safe deposit lockers, FD maturity instructions related, etc. are removed on the Account.

## Change of Terms

Terms & conditions are liable to change due to change in any rules/ regulations from RBI/ Government of India, any addition or deletion of facility/ product by the Bank or any other reason which the Bank may deem fit for amending the existing terms & conditions.

The Bank may change the terms & conditions from time to time at its own absolute discretion. Changes can be but may not be limited to addition of new terms & conditions, deletion of existing terms & conditions, modification to an existing terms & conditions. The Bank may communicate the changes either by hosting on the Website, or through any other available mode of communication. The Customer shall be responsible to keep himself updated on the terms & conditions by checking the Website regularly.

## Non-transferability

The Account and the Services provided by the Bank to its Customers are non- transferable under any circumstance and shall be used by the Customer only. The Bank though reserves the right to transfer,

assign, or sale it rights; benefits or obligations to any other person and these Terms & Conditions will continue to hold for the benefit of the successors and assigns of the Bank.

## Notices

Notices in respect of the Account, the Services and facilities in connection with the Account may be given by the Bank either at the Registered email ID Customer or by posting a letter to the Customers' registered mailing address. The Bank may also give any notice by posting the notice on the Website or by displaying at the branches and the same will be deemed to have been received by the Customer.

## Waiver

The Bank levies charges to the Account only as per the schedule of charges communicated to the Customer well in advance through various channels – branch display, Bank website, terms & conditions and physical mailers. These charges cannot be waived under any circumstances. Any waiver is an extreme right of the Bank and can only be applied in case of any discrepancy / wrong debits to the account due to technical reasons. Customers are required to inform Bank within the stipulated time period of any such discrepancy for rectification. Customers can communicate to the Bank through contact centre or at their respective branch and allow necessary time for rectification.

## Indemnity

The Customer shall indemnify the Bank from any loss that may occur arising from misuse of the Account or the Services of the Bank.

The Bank shall not be liable to the Customer for any damages in connection with the Account or the Services or for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer.

The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her account with the Bank, and shall indemnify and keep indemnified the Bank from all actions, proceedings claims, losses, damages, costs and expenses which may be incurred by the Bank in connection with any failure to comply with any such applicable laws and regulations.

This clause shall survive the termination of the Services or closure of the Account.

## Governing Law & Jurisdiction



The Terms and conditions, or the operation of the Account held with the Bank or Services provided by the Bank to the Customers shall be governed by the laws of the Republic of India only. Any disputes/ claims/ issues shall be brought in the courts/ tribunals under the jurisdiction of Bangalore, Karnataka, India. The Bank though reserves the right to initiate proceedings against any Customer at any courts/ tribunals/ authorities and the Customer hereby consents to that jurisdiction.

In case any provision of these Terms & conditions become legally untenable/ unenforceable/ prohibited, then such extent of unenforceability will apply only to the said provision and not invalidate the remaining provisions of the terms & conditions.

## Disclosure

The Customer by opening & maintaining any account with the Bank gives the Bank the right to share/ disclose Customer's information as available with the Bank with any entity which has the right to access such information which may include but may not be limited to:

- Reserve Bank of India (RBI)
- Government of India through its authorized representative/ body
- Courts/ Investigating agencies
- Securities exchange board of India (SEBI)
- Authorized representatives of the stock exchanges
- Auditors, professional advisors
- Third party service providers with whom the Bank has executed legal contract on 'services/ products' and who will need to access the information
- Any other legal entity/ authorized individual who has is entitled to such information
- Credit Information Bureau's including but not limited to CIBIL

The Bank reserves the right to source for any other information about the Customer or his accounts/ financial condition as may be deemed fit by the Bank through whatever sources are available to the Bank. The Bank uses Customer's contact information for service and promotional activities. For this, the Bank may share the Customer's information with its affiliates or group companies.

## Force Majeure

The Bank shall not be liable if any transaction fails, Bank's services are disrupted or the Bank is not able to perform/ underperforms any of its obligations as outlined under the Terms & Conditions by an event of 'Force Majeure' and in happening of such cases, the Bank's obligation will remain suspended till such 'Force Majeure' condition remains.

'Force Majeure' event means events caused beyond the reasonable control of the Bank which may include but may not be limited to acts of Gods, fire, flood, sabotage, virus attack on the system, earthquake, tsunami, unauthorized access/ hacking of Banks assets, communication failure, riot etc.