

Definitions

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

1. "Internet Banking" refers to the internet banking service offered by Jana Small Finance Bank, to the User including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds, bill payment and any other service as Jana Small Finance Bank, may decide to provide from time to time through internet. The availability / non-availability of a particular service shall be communicated to the User through email, web page of Jana Small Finance Bank, or in writing as may be deemed fit by Jana Small Finance Bank. Such Internet Banking may be provided by Jana Small Finance Bank, directly or through its associates or contracted service providers.
2. "Account(s)" or "Accounts" or "Account" refers to the User's Bank Account(s), Credit Card Account(s), loan / facility account(s), depository account(s) and / or any other type of account(s), so maintained with Jana Small Finance Bank, or its Affiliate which are eligible Account(s) for purposes of Internet Banking. In the event there is more than one bank account linked to the same User- id, then in every such case, one shall be designated as the Primary Account and all other bank accounts of the User shall be referred to as Secondary Account(s).
3. "Affiliate" of Jana Small Finance Bank, shall mean and include any company which is the holding company or subsidiary of Jana Small Finance Bank, or any person under the control of or under common control with Jana Small Finance Bank, or in more than 26% of the voting securities of which Jana Small Finance Bank, has a direct or beneficial interest or control.
4. For the purpose of this definition of Affiliate, 'control' together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and 'person' means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever. 'User' refers to a customer of Jana Small Finance Bank, and / or of the Affiliates authorised to use Internet Banking by these Terms. In case of the customer being a minor, the guardian of such minor shall be permitted to use Internet Banking upon accepting these Terms and will be considered as a 'User'.
5. 'Unauthorised Use' means any usage of Internet Banking, which is not in accordance with the Terms.
6. Jana Small Finance Bank, 'refers to Jana Small Finance Bank, Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Jana Small Finance Bank Ltd., No. 29 Union Street, Off Infantry Road, Shivajinagar, Bengaluru – 560001.
7. 'Jana Small Finance Bank, 24-Hour Customer Care Centre' refers to Jana Small Finance Bank, - Phone Banking Service provided by Jana Small Finance Bank, to its customers.
8. 'Personal Information' refers to the information provided by the User to JANA SMALL FINANCE Bank.
9. 'Terms' refers to Terms and Conditions herein for use of Internet Banking.

10. 'Website' refers to the website owned, established, and maintained by Jana Small Finance Bank, located at the URL www.janasmallfinancebank.com.

In these Terms, unless the contrary intention appears:

A reference to: an 'amendment' includes a supplement, modification, notation, replacement or re-enactment and 'amended' is to be construed accordingly; an 'authorisation' or 'approval' includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; 'law' includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing / submission of the application form or thereafter and each as amended from time to time.

1. The singular includes the plural (and vice versa)
2. Reference to the words 'include' or 'including' shall be construed without limitation.
3. Reference to a gender shall include references to the female, male and neuter genders.

The User shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms. Facilities are the products and services offered to the User on the Internet banking Channel.

Applicability of Terms

1. These Terms form the contract between the User and Jana Small Finance Bank, for availing Internet Banking.
2. The User shall apply to Jana Small Finance Bank, in the prescribed form for use of Internet Banking. Jana Small Finance Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Users.
3. By applying for or availing of Internet Banking, the User acknowledges and accepts these Terms.
4. Notwithstanding anything contained herein, all Terms and Conditions stipulated by Jana Small Finance Bank, and / or its Affiliates pertaining to the Account(s) and / or to any services / facilities offered by Jana Small Finance Bank, and / or its Affiliates, shall continue to be applicable to the Users, provided, however, in the event of a conflict in such other Terms and Conditions stipulated by Jana Small Finance Bank, and / or its Affiliates and the Terms herein, the Terms shall have an overriding effect.
5. These Terms will be in addition to and not in derogation of the Terms and Conditions relating to any Account(s) of the User and / or to those relating to services / facilities offered by Jana Small Finance Bank, and / or its Affiliates and availed by the User.
6. The User agrees that in the event the User avails of any services/ facilities offered by Jana Small Finance Bank, through the Website, the User shall be bound by all the Terms and Conditions

stipulated by Jana Small Finance Bank, pertaining to such services/facilities, offered by Jana Small Finance Bank, and availed by the User through the Website.

Software

The Bank will advise from time to time the Internet software such as browsers, which are required for using Jana Small Finance Bank, Internet Banking. There will be no obligation on the Bank to support all the versions of these Internet Softwares. The User shall upgrade his software, hardware, the operating systems at his cost from time to time and the Bank shall be under no obligation to support the software, hardware, operating systems of the User, and that the same shall be the sole responsibility of the User.

1. Authority to Jana Small Finance Bank for Internet Banking

- (i) The User irrevocably and unconditionally authorises Jana Small Finance Bank, to access all his Account(s) for effecting banking or other transactions performed by the User through the Internet Banking. The instructions of the User shall be effected only when such instruction is in accordance with the prescribed procedure.
- (ii) Jana Small Finance Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User through Internet Banking or purporting to have been sent by the User other than by means of verification of the Internet Banking User-Id and the password.
- (iii) The read-out, the faxed / email output or the printed output, if any, that is received by the User at the time of operation of Internet Banking is a record of the operation of the computer by the User and shall be accepted as conclusive and binding for all purpose. All the records of Jana Small Finance Bank, generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.
- (iv) While Jana Small Finance Bank and the Affiliates shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.
- (v) All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint accountholders, jointly and severally.

2. General

- (i) **Information on the site:** The information provided to the User through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the User through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the User. Jana Small Finance Bank shall not be liable for any loss that the User may suffer by relying on or acting on such information. Jana Small Finance Bank may keep its records of the transactions in any form it wishes. In the event of any dispute, Jana Small Finance Bank's records shall be binding as the conclusive evidence of

the transactions carried out through Internet Banking in the absence of clear proof that Jana Small Finance Bank's records are erroneous or incomplete.

- (ii) **Exchange rates:** In case of any request for a service relating to any foreign currency transaction made by the User, the exchange rates quoted by Jana Small Finance Bank, shall only be provisional, and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.
- (iii) **Documentation:** Any request for any service / facility, which is offered as a part of Internet Banking, shall be binding on the User as and when Jana Small Finance Bank, receives such a request. If any request for a service is such that it cannot be given effect to unless it is supported by requisite documentation to be provided by the User, Jana Small Finance Bank, shall not be required to act on the request until it receives such documentation from the User.
- (iv) **Debit Authority:** In the event the User gives an instruction to Jana Small Finance Bank, to debit his / her Account for payment of an amount from the Account, the instruction shall be executed on a real time basis unless otherwise specified by Jana Small Finance Bank, to the User. Hence, the user shall not be able to give any instruction to Jana Small Finance Bank, to stop the payment from the Account and the amount debited from the Account shall not be reversed back to the Account. However, if the User has scheduled a transaction to be processed on a future date and wishes to cancel the transaction and / or give any instructions to Jana Small Finance Bank, to stop the payment from the Account, the User shall be required to make such cancellations / give stop payment instructions online one day prior to the schedule date of the transaction.
- (v) **Maintenance of Sufficient Balance:** The User shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and Jana Small Finance Bank, shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and /or credit facilities provided always that Jana Small Finance Bank, shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the User and the User shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.
- (vi) Jana Small Finance Bank, may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Jana Small Finance Bank, may levy service charges for use of Internet Banking, which will be notified by Jana Small Finance Bank, to the User from time to time. Any change in such service charges will also be notified to the User. The User authorises Jana Small Finance Bank, to recover all charges related to Internet Banking as determined by Jana Small Finance Bank, from time to time by debiting one of the Accounts.
- (vii) Jana Small Finance Bank, may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the User and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
- (viii) **Instructions :** All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by Jana Small Finance Bank, for the purpose, by the User in the manner indicated by Jana Small Finance Bank. The User is also responsible for the accuracy and authenticity of the instructions provided to Jana Small Finance Bank, and / or Affiliates and

the same shall be considered to be sufficient to operate the Internet Banking. Jana Small Finance Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the User. Jana Small Finance Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. Where Jana Small Finance Bank, considers the instructions to be inconsistent or contradictory it may seek clarification from the User before acting on any instruction of the User or act upon any such instruction as it deems fit. Jana Small Finance Bank, states that it has no liability or obligation to keep a record of the instructions to provide information to the User or for verifying User's instructions. Jana Small Finance Bank, may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that the User's instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate the Internet Banking.

- (ix) Any instruction, order, direction, request entered using the password of the User shall be deemed to be an instruction, order, directive, request received from the User. All instructions, requests, directives, orders, directions, entered by the User, either electronically or otherwise, are based upon the User's decisions or are the sole responsibility of the User. The User understands that entering an instruction, direction, order, request with Jana Small Finance Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. Jana Small Finance Bank, shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the User until it confirms the receipt of such instruction, direction, order, request.
- (x) **Accuracy of Information:** The User is responsible for the correctness of information supplied to Jana Small Finance Bank, for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. Jana Small Finance Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to Jana Small Finance Bank, either in the application form or any other communication, he shall immediately advise Jana Small Finance Bank, which will endeavour to correct the error wherever possible on a 'reasonable efforts' basis.
- (xi) **Disclosure of Information:** The User agrees that Jana Small Finance Bank, and / or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing. The User also agrees that Jana Small Finance Bank, may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention purposes.
- (xii) *Section 3 of Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his digital signature and Section 5 provides legal recognition to digital signature for authentication of electronic records.

(xiii) However Jana Small Finance Bank, has adopted the mode of authentication of the User by means of verification of the User Id and / or through verification of Password, debit card PIN allotted by Jana Small Finance Bank, to the User or through any other mode of verification as may be stipulated from time to time at the discretion of Jana Small Finance Bank, which are not recognised under Information Technology Act, 2000 for authentication of electronic records. Therefore, the User is solely responsible to maintain the secrecy and confidentiality of the PIN without any liability of Jana Small Finance Bank, in this regard.

(xiv) **Change of Terms:** Jana Small Finance Bank, shall have the absolute discretion to amend or supplement any of the Terms and / or Conditions stipulated by Jana Small Finance Bank, and / or its Affiliates pertaining to the Accounts and / or to any services / facilities offered by Jana Small Finance Bank, and / or its Affiliates at any time and shall give prior notice of one month (except for change in interest rates) by hosting the same on the Website or in any other manner as decided by Jana Small Finance Bank. The Customer shall be responsible for regularly reviewing these Terms and the Terms and Conditions stipulated by Jana Small Finance Bank, and / or its Affiliates including amendments thereto as may be posted on the Website. Such amended Terms and Terms and Conditions stipulated by Jana Small Finance Bank, and / or its Affiliates will thereupon apply to and be binding on the User at the expiry of one month from the date of notice.

If in the opinion of the User, the changes are to his/her disadvantage, the User may opt to close the Account and / or discontinue with the Internet Banking, without paying any extra charges or interest, at any time up to two months from the date of the notice by intimating Jana Small Finance Bank, of the same.

By using any new services as may be introduced by Jana Small Finance Bank, the User shall be deemed to have accepted the changed Terms and Terms and Conditions stipulated by Jana Small Finance Bank, and / or its Affiliates.

(xv) **Non-Transferability:** The grant of Internet Banking to a User is not transferable under any circumstance and shall be used only by the User.

(xvi) **Notices:** Notices under these Terms may be given by Jana Small Finance Bank and the User in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of Jana Small Finance Bank, to its corporate office address as set out hereinabove. In addition, Jana Small Finance Bank shall also have the right to publish notices of general nature, which are applicable to all Users in a newspaper or on its web site located at www.janabank.com. Such notices will have the same effect as a notice served individually to each User. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

(xvii) **Applicability To Future Accounts:** Jana Small Finance Bank, and the User agree that if the User opens further Accounts with / subscribes to any of the products / services of Jana Small Finance Bank, or any of the Affiliates, and Jana Small Finance Bank, extends the Internet Banking to such Accounts or products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the User.

- (xviii) **Clause Headings:** The clause headings herein are for convenience only and do not affect the meaning of the relative clause. Jana Small Finance Bank may sub-contract and employ agents to carry out any of its obligations under this contract. Internet banking service would be available to the Users in certain cities only and during timings specified by Jana Small Finance Bank, from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The User would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by Jana Small Finance Bank, from time to time. All costs incurred by the User including telecommunication costs to use the Internet Banking would be borne by the User.
- (xix) As a tool to correct misunderstandings, the User understands, agrees and authorises Jana Small Finance Bank, at its discretion, and without further prior notice to the User, to monitor and record any or all telephone conversations or electronic communications between the User and Jana Small Finance Bank, and any of its employees or agents.
- (xx) The Terms contain Jana Small Finance Bank's entire arrangement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the User and Jana Small Finance Bank, for Internet Banking. The User acknowledges that it has not relied on any representation made by Jana Small Finance Bank, or any of its employees or agents and has made its own independent assessment of Internet Banking. No third party will have any rights or claims under these Terms.
- (xxi) **Assignment:** Jana Small Finance Bank, shall be entitled to sell, assign, securities or transfer Jana Small Finance Bank's right and obligations under the Terms and any security being in favour of Jana Small Finance Bank, (including all guarantee/s) to any person of Jana Small Finance Bank's choice in whole or in part and in such manner and on such Terms and Conditions as Jana Small Finance Bank, may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the User and all other persons. The User, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. Jana Small Finance Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, the User shall not be entitled to transfer or assign any of his rights and obligations hereunder.
- (xxii) **Right of set-off and Lien:** Jana Small Finance 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 / scrips held in the 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 Internet Banking extended to and / or used by the User.
- (xxiii) **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. Jana Small Finance Bank would be deemed to have fulfilled its legal obligation to deliver to the User any document if such document is sent via electronic means. Failure to advise Jana Small Finance 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.

3. Access to Internet banking

The User would be allotted an Internet Banking User-id and a set of secret passwords by Jana Small Finance Bank in the first instance.

- (i) The User will be required to change the password assigned by Jana Small Finance Bank on accessing Internet Banking for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible.
- (ii) The User acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that User is the sole and exclusive owner and is the only authorised User of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password.
- (iii) If the User forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, up to such number as may be intimated by Jana Small Finance Bank from time to time, then the User may request for the issue of a new password through the Jana Small Finance Bank 24-Hour Customer Care Centre, Internet Banking Channel or the Jana Small Finance Bank Branch and this shall not be construed as the commencement of a new contract.
- (iv) Such Password may be issued within such time as may be intimated by Jana Small Finance Bank from time to time. The User agrees and acknowledges that Jana Small Finance Bank shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by Jana Small Finance Bank regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Internet Banking and the User shall fully indemnify and hold harmless Jana Small Finance Bank and the Affiliates in respect of the same.
- (v) The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake.
- (vi) The User agrees and acknowledges that any loss, damage, liability caused or suffered by the User due to disclosure of all information of confidential nature or through unauthorised Use shall be borne by the user without transferring any liability or responsibility towards Jana Small Finance Bank.
- (vii) The User shall comply with such guidelines, instructions or terms as Jana Small Finance Bank may prescribe from time to time with respect to the password.
- (viii) The User shall also be given a one-time facility to change the User-id to such User-id as may be suggested by Jana Small Finance Bank or as per User's own discretion. The aforesaid facility shall be available to Users only after logging in to Internet Banking.
- (ix) The User unconditionally undertakes to have the User-id of such number of letters / digits as may be notified by Jana Small Finance Bank at the time the User attempts to change the User-id and ensure that the same is kept confidential; and to not let any third party have access to the User's Account while the User is accessing the Internet Banking.
- (x) If the User forgets the User-id or the same gets disabled after a number of incorrect password attempts, up to such number as may be intimated by Jana Small Finance Bank from time to time, then the User may request for the re issue of his User id through the Jana Small Finance

Bank 24-Hour Customer Care Centre or the Jana Small Finance Bank Branch and this shall not be construed as the commencement of a new contract.

- (xi) In addition to User-id and password Jana Small Finance Bank may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and / or smart cards.
- (xii) The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Jana Small Finance Bank through any means other than the Internet Banking.
- (xiii) The User shall take all necessary precautions to prevent unauthorised Use and unauthorised or illegal access by any person other than the User to the Accounts provided by Internet Banking. Jana Small Finance Bank shall take all commercially reasonable care to, ensure the security of and to prevent access to the Internet Banking by any person other than the User using commercially reasonable technology available in India to Jana Small Finance Bank.

4. Joint Accounts

- (i) **In case of Joint Accounts, transactions through Internet Banking, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. The User desirous of using the Internet Banking should either be the accountholder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, only one User-id and password for Internet Banking will be issued to the joint accountholders when requested.**
- (ii) The other joint accountholders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. In case of joint accounts operated by more than one User, Jana Small Finance Bank shall act on the instruction received first and any subsequent instruction shall be neglected.
- (iii) All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint accountholders, jointly and severally.

5. Charges

Jana Small Finance Bank reserves the right to charge and recover from the User, service charge for providing the Internet Banking (including but not limited to the right of charging the User for the use of funds transfer through e-Cheque). The User hereby authorises Jana Small Finance Bank to recover the service charge by debiting one of the Accounts of the User or by sending a bill to the User who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by Jana Small Finance Bank in a manner as Jana Small Finance Bank may deem fit along with such interest, if any, and / or suspension of the facility of Internet Banking without any liability to Jana Small Finance Bank.

6. Liability of the User & Jana Small Finance Bank

- (i) Neither Jana Small Finance Bank nor the Affiliate/s shall be liable for any unauthorised transactions occurring through the Internet Banking and the User hereby fully indemnifies and holds Jana Small Finance Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
- (ii) Jana Small Finance Bank shall under no circumstance be held liable to the User if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Jana Small Finance Bank.
- (iii) Under no circumstances shall Jana Small Finance Bank be liable 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 User or by any other person.
- (iv) Illegal or improper use of the Internet Banking shall render the User liable for payment of financial charges as decided by Jana Small Finance Bank or will result in suspension / termination

of the Internet Banking services extended to such User/s. The aforesaid does not limit Jana Small Finance Bank's right to initiate appropriate legal proceedings against such customers.

7. Disclaimer of Warranties

- (i) The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an 'as is' and 'as available' basis. Except as warranted in the Terms, Jana Small Finance 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 Internet Banking.
- (ii) Jana Small Finance Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.
- (iii) Jana Small Finance Bank does not guarantee to the User or any other third party that Internet Banking would be virus free. Jana Small Finance Bank will not be liable for any virus that may enter the User's system as a result of the User using Internet Banking.

8. Indemnity

In consideration of Jana Small Finance Bank providing the User with the Internet Banking service the User agrees, at its own expense, to indemnify, defend and hold harmless Jana Small Finance Bank, its Directors, Employees, representatives, agents, and its Affiliates against any loss, damage, expense, cost, including, but not limited to, reasonable attorneys' fees and costs awarded suffered by them; or any claim, suit, action or other proceeding brought against them by the User or a third party, to the extent that such loss, damage, expense, cost, claim, suit, action or other proceeding is based on or arises as a result of or in connection with:

- (i) Jana Small Finance Bank or Affiliates' execution of the User's instructions
- (ii) A violation of the Terms by the User
- (iii) Any unauthorised use of, Internet Banking by the User
- (iv) Any misrepresentation or breach of representation or warranty made by the User; or
- (v) The User will pay Jana Small Finance Bank and / or the Affiliates such amount as may be determined by Jana Small Finance Bank and / or the Affiliates to be sufficient to indemnify them against any such loss or expense even though they may not have arisen directly or are contingent in nature.
- (vi) The User hereby agrees that under no circumstance shall, Jana Small Finance Bank's aggregate liability for claims relating to Internet Banking, whether for breach or tort (including but not limited to negligence) exceed the transaction charges / fees or consideration paid by the User within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

9. Termination of Internet Banking

- (i) The User may request for termination of the Jana Small Finance Bank Internet Banking facility anytime by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his Jana Small Finance Bank Internet Banking account(s) through Jana Small Finance Bank Internet Banking prior to the time of such cancellation of Jana Small Finance Bank Internet Banking facility.
- (ii) The Bank may withdraw Jana Small Finance Bank Internet Banking facility anytime provided the User is given reasonable notice under the circumstances.
- (iii) The closure of all Jana Small Finance Bank Internet Banking accounts by the User will automatically terminate the facility.
- (iv) The Bank may suspend or terminate Jana Small Finance Bank Internet Banking facilities without prior notice if the User has committed breach of these Terms and Conditions or the Bank learns of the death, bankruptcy, or legal incapacity of the User.

10. Governing Law

- (i) The User may request for termination of the Jana Small Finance Bank Internet Banking facility anytime by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his Jana Small Finance Bank Internet Banking account(s) through Jana Small Finance Bank Internet Banking prior to the time of such cancellation of Jana Small Finance Bank Internet Banking facility.
- (ii) Any dispute or difference arising between the User and the Bank shall be settled by mutual consultation / discussion failing which, the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and Conciliation Act, 1998 and that the Arbitration proceedings shall take place in Mumbai.
- (iii) The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that the Jana Small Finance Bank Internet Banking service can be accessed through Internet by a User in a country other than India shall not be interpreted to imply that the laws of the said country shall govern these Terms and Conditions and / or the operations in the Jana Small Finance Bank Internet Banking accounts of the User and / or the use of Jana Small Finance Bank Internet Banking.
- (iv) The User of the Jana Small Finance Bank Internet Banking facility by a person from any place other than India will not alter the situation and the said User shall be deemed to have submitted himself to the laws of the Republic of India.

11. Proprietary Rights

- (i) The User acknowledges that the software underlying the Jana Small Finance Bank Internet Banking service as well as other Internet related software, which are required for accessing Jana Small Finance Bank Internet Banking, are the legal property of the respective vendors. The permission given by the Bank to access Jana Small Finance Bank Internet Banking will not convey or confer any proprietary or ownership rights in the above software. The User shall in no way try to alter / tamper or experiment with the said programme. Any breach on the part of the User

will be dealt under the appropriate law and User shall be liable for damages that may be incurred by the Bank.

- (ii) The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Jana Small Finance Bank Internet Banking or create any derivative product based on the software.