

Applicability of the Terms and Conditions

These terms and conditions form the contract between the USER and the BANK and shall be in addition to and not in derogation of other terms and conditions relating to any account of the USER and/or the respective product or the service provided by the BANK.

Definitions

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

1. **"Account(s)"** shall mean a bank account maintained by the user with the Bank and for which the facility is being offered.
2. **"Bank"** and **"JSFB"** shall mean Jana Small Finance Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under Banking Regulation Act, 1949 having its registered office at 'Jana Small Finance Bank Limited, No. 29, Union Street, Off Infantry Road, Shivaji Nagar, Bengaluru– 560001.
3. This term shall be inclusive of any **"affiliates"** of the Bank which shall mean and include any company which a holding company or a subsidiary of ; a person under the control of the Bank or any person in which the bank has a direct/ beneficial interest in more than 26% of the voting securities of such person.
4. For the purpose of this definition **"control"** when used with respect to any person would mean 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"** would mean a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.
5. **"Facility"** shall mean the mobile banking service/ facility provided by the Bank of access to information relating to the saving/ current account(s) of the users and usage of product and other services as may be made available on the mobile phone by the bank from time to time through mobile phone.
6. **"Mobile Phone Number"** shall mean the number specified by the User during registration for SMS Banking via secured channel with JanaSmall Finance Bank ATM, Branch for the purpose of availing the facility.
7. **"Mobile Phone"** shall mean the handset and the SIM card along with the accessories and necessary software for the GSM, iOS and CDMA phones, which is owned by the user.
8. **"Personal information"** shall mean any information about the user provided by the user and obtained by the Bank in relation to the facility.
9. **"User"** shall mean a user of the Bank who has applied for any product/ service of the Bank and who is authorised to use the mobile banking service.
10. For the purposes of this document all reference to the user in masculine gender shall be deemed to include feminine gender also.

Eligibility and Usage

1. The Customer should have registered his current mobile phone number for Mobile / SMS Banking via secured channel with Jana Small Finance Bank for this service.
2. This facility shall be made available to the customer subject to the condition that he/she downloads the application, successfully installs it and thereafter authenticate himself with the applicable credentials and sets his MPIN.
3. This Facility shall be made available only to the Customers satisfying the eligibility criteria and shall be provided at the sole discretion of Jana Small Finance Bank and may be discontinued by Jana Small Finance Bank at any time, with prior notice to the customer.
4. The Customer understands and accepts that any other condition that is a pre-requisite to access the facility, including, but not limited to a Mobile Device, Data Connection, etc. will be the sole responsibility of the customer.

Authorisation

1. The user irrevocably and unconditionally authorises Bank to access his/her Account registered for the service for effecting Banking or other transactions of the user through the Facility.
2. The user expressly authorises the Bank to disclose to the service provider or any other third party, all user information in its possession, as may be required by them to provide the services to the user.
3. The authority to record the transaction details is hereby expressly granted by the User to Bank. All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
4. User authorises Bank to send any message or make calls to user mobile phone/ or display banners or any other communication on Jana mobile application to inform him about any promotional offers including information regarding banks' new products either now available or which the Bank may come up with in the future, greetings, banners or any other promotional messages or any other message that the Bank may consider appropriate to the user.
5. The User irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the user and shall not be proceeded against accordingly.
6. The User authorises Bank to send any rejection message, if it finds that the request sent by the User is not as per the Bank's format/requirement.
7. The Bank shall make all reasonable efforts to ensure that the user information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential User information.
8. The user expressly authorises the Bank to carry out all request(s) or transaction(s) for and/or at the request of the user as are available to the user through mobile Banking facilities without the Bank having to verify the authenticity of any request or transaction purporting to have been received from the user through Mobile Banking.

9. The Bank shall have the option to introduce any new facilities through this service at any time in future and the user shall be deemed to have expressly authorised the Bank to make payment of the same when a request is received from him.

Liabilities and Responsibilities of the User

1. The user shall be responsible for the accuracy of any information provided by the user for availing the facility.
2. The User is solely responsible for protecting user registered mobile phone and MPIN for the use of the Facility.
3. The user shall be liable to the bank for any kind of unauthorised or unlawful use of any of the above mentioned passwords or of the said facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the user only.
4. The user accepts that for the purposes of the said facility any transaction emanating from the given mobile phone and mobile number shall be assumed to have initiated by the user.
5. The user shall request the Bank, to suspend the said facility or change mobile number, if user mobile phone has been lost or has been allotted to some other person. Also he shall be obliged to inform the Bank about any change in the mobile number or any unauthorised transaction in his account of which he has knowledge.
6. It shall be the responsibility of the user to update him with regard to any information relating to the services as the Bank may decide to provide certain other additional services under the said facility. The Bank shall not be responsible for any disregard on the part of the user.
7. The user shall be liable for all loss if he has breached the Terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on user part to advise the Bank within a reasonable time about any unauthorised access in the account.
8. The bank will send transaction alert on customers registered mobile number and email address, for all electronic banking transactions.
9. Customer shall be responsible for registering user mobile number with bank. Also, customer must inform the bank immediately on any change in mobile number or email.
10. Customers are advised to notify the bank of any unauthorised electronic banking transaction at the earliest after the occurrence of such transaction.
11. Customers are informed that the longer the time taken to notify the bank, the higher will be the risk of loss to the customer.
12. The bank provides customers with 24x7 customer support for reporting unauthorised transactions that have taken place and/or loss or theft of payment instrument such as card etc. Customer liability in case of any fraudulent transaction happened on his or her account will be handled as per RBI guidelines issued in this regards from time to time.
13. For details on customer liability in unauthorised electronic banking transactions, please refer to the customer service policy updated on our website www.janabank.com.

Indemnity

In consideration of Jana Small Finance Bank agreeing to provide the Facility to the Customer, the Customer hereby irrevocably agrees, to indemnify and keep Jana Small Finance Bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by Jana Small Finance Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or any third party whatsoever, arising out of or in connection with the use of the Facility and any and all transactions initiated by the use of the Facility, whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, Jana Small Finance Bank has processed on the transaction instructions and authority of the Customer in accordance with these Terms and Conditions and other applicable Specific Terms and Conditions, as the case may be. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding partial withdrawal of the Facility.

Confidentiality and Disclosure

1. To the extent not prohibited by applicable law, the Jana Small Finance Bank shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilisation of the Facility to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and third parties selected by Jana Small Finance Bank, wherever situated, for confidential use in and in connection with the Facility.
2. Further, Jana Small Finance Bank shall be entitled at any time to disclose any and all information concerning the Customer within the knowledge and possession of Jana Small Finance Bank to any other bank/association/financial institution or any other body.
3. This clause will survive the termination of this agreement.

Accuracy of Information

1. The user takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the said facility or through any other means such as electronic mail or written communication.
2. The user herein accepts that in case of any discrepancy in the information provided by him with regard to this facility the onus shall lie upon the user only and thus agrees to furnish accurate information at all times to the bank. If the User suspects that there is an error in the information supplied by Bank to him, he shall inform the Bank immediately. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis.
3. The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the bank to ensure the accuracy of the information provided to the user

and the user shall not have any claim against the bank in an event of any loss/damage suffered by the user as a consequence of the inaccurate information provided by the bank.

Termination

1. In case the customer wishes to terminate the service, he can deregister from the application by visiting Settings Menu of the application.
2. Alternatively, he can request the Bank to deregister from the service.
3. Notwithstanding the termination of the said facility, the user shall remain accountable for all the transactions made prior to any such termination on the user's account.
4. The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the User.
5. The Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.
6. The closure of the account of the User will automatically terminate the Facility. The Bank may suspend or terminate Facility without prior notice if the User has breached these terms and conditions or Jana Small Finance Bank learns of the death, bankruptcy or lack of legal capacity of the User.
7. Except as otherwise provided by the applicable law or regulation, Jana Small Finance Bank reserves the right to terminate the Facility and/or expand, reduce or suspend the transactions allowed using this Facility, change the process and transaction limits associated with this Facility based on security issues, at any time, without any prior notice to the Customer.

Disclaimers

1. The bank shall be absolved of any liability in case:
2. The user fails to avail the facility due to force majeure conditions including but not limited to not being in the required geographical range or any other reason including natural calamities; legal restraints any technical lapses in the telecommunication network or any other reasons beyond the actual control of the Bank the Bank shall not be accountable. Also, the bank is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the user or any other person due to any lapse in the facility owing to the above-mentioned reasons.
3. The user is acting in good faith on any transaction instructions received by Jana Small Finance Bank;
4. There is any unauthorised use of the Customer's MPIN, or Mobile Phone or for any fraudulent, duplicate or erroneous transaction instructions given by use of the Customer's MPIN or Mobile Phone;
5. There is loss of any information during processing or transmission or any unauthorised access by any other person or breach of confidentiality.

6. There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the bank makes no warranty as to the quality of the service provided by any such provider.
7. The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the User or by any person resulting from or in connection with the Facility.
8. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the User or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the User and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the User, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.
9. Notwithstanding anything in the contrary provided in this terms and conditions, the Bank shall not be involved in or in any way liable to the User for any dispute between the User and a cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).
10. Any loss incurred by the user due to use of the facility by any other person with an express or implied permission of the user. The bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the facility for effecting the user's instructions.
11. The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.
12. Bill Payment made through Jana Mobile takes 3 working days to get processed. The customer should ensure that payment is made at least 3 working days before the due date else, the payment might be rejected by the biller. Jana Small Finance Bank bears no responsibility in such cases of late payment or late payment fees levied by the biller.

Modification / Alterations to the Facility

1. The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without any prior notice to the user.

2. Any such amendment shall be communicated to the user by displaying on the website <http://www.Janabank.com>; and the USER shall be bound by such amended terms and conditions.

Communication

1. The Bank and the user may give notice under these terms and conditions electronically to the mailbox of the user (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the User and in case of Jana Small Finance Bank at its office at Service Quality Department, Jana Small Finance Bank Limited, Corporate Office, In addition, the Bank shall also provide notice of general nature regarding the facility and terms and conditions, which are applicable to all users of the Facility, on the website <http://www.Janabank.com> and/ or also by means the customised messages sent to the user over mobile phone as short messaging service ("SMS").
2. In addition, the bank may also publish notices of general nature, which are applicable to all users of the facility. Such notices will be deemed to have been served individually to each user.

Governing Law and Jurisdiction

1. The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India.
2. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Bengaluru, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.
3. The Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the facility is accessible.