

## **Jio Payments Bank Limited Terms and Conditions**

Please read the Terms carefully before availing/registering for any of Bank Services. By clicking on "Submit" button and/or availing any of the Bank Services and/or access/use the Platform/Bank Services and/or by downloading the Mobile App, you agree to the Terms setout hereunder and shall be bound by the same. If you do not wish to avail the Bank Services, please do not click on "Submit" button and/or use any of the Bank Services and/or access/use the Platform and/or download the Mobile App.

The Bank Services shall be made available to the Consumer at the sole discretion of the Bank. The Consumer unconditionally confirms that the Consumer shall comply with and be bound by the Terms as in force from time to time. No act, delay or omission by the Bank shall affect its rights, powers and remedies under the Terms.

#### 1. Definitions

"Applicable Laws" shall mean all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, published policies and guidelines, judicial or arbitral or regulatory judgments, orders, decisions, rulings or awards, including RBI Guidelines;

"Account" or "Accounts" shall mean the Saving Account and/or the Current Account maintained by the Consumer with the Bank as the case may be;

"Affiliate" shall mean any of the holding, subsidiary, group, affiliate company and shall include any company controlled by or under its common control directly or indirectly;

"Business Correspondent" or "BC" shall mean service provider appointed by the Bank from whom the Consumer may avail the Bank Services at the BC locations approved by the Bank on the Terms and on such additional terms as may be published by the Bank time to time on the Platform and/or at BC Location and/or <a href="www.jiobank.in">www.jiobank.in</a>;

"Bank" shall mean Jio Payments Bank Ltd (including its successors and assigns) having its registered office at Jio Payments Bank Ltd, 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021;

"Bank Services" shall mean services approved by the Bank for the Consumer from time to time which is including but not limited to Accounts, money transfer, bank statements, money deposit, opening and facilitating other services made available by the Bank;

"Bank Policy" shall mean any Bank policy including customer compensation policy, cash deposit, Account related policies and/or any other policy in relation to this Agreement, rules, additional terms, processes framed and maintained by Bank for the Bank Services from time to time and published on <a href="https://www.jiobank.in">www.jiobank.in</a> and/or Platform;

"Consumer (s)" or "Customer (s)" shall mean any person who clicks on "Submit" button and/or avail the Bank Services and/or access/use Platform/Bank Services and/or download the Mobile App;



"Consumer Application"/ "CAF" shall mean the application made by the Customer for availing services under these terms and conditions either online on Banks Platform or through BC or by physically submitting an application along with supporting documents and information subject to Bank Policy;

"Current Account" shall mean current account opened by the Consumer with the Bank subject to the Terms, Bank Policy and Applicable Laws;

**"KYC Guidelines"** shall mean the Know Your Consumer guidelines of RBI and/or any other applicable regulators;

"KYC Information" or "KYC" shall include but not limited to name, address, phone/mobile number, email address, Aadhaar details (subject to applicable laws) of the Consumer and documents prescribed by RBI Guidelines/Applicable Laws/Bank Policy;

"Merchant Establishment" shall mean merchants to whom the Consumer shall make payments for purchasing/availing goods/services of the merchant using the Bank Services;

"Partner Bank" shall mean Suryoday Small Finance Bank with which the Bank has entered into an arrangement to sweep any excess amount, exceeding the prescribed threshold, into a savings/current account maintained by the Customer at the Partner Bank.

"Platform" shall mean any online/offline platform designated by the Bank which is including but not limited to the Mobile App, websites through which Bank Services will be made available by the Bank to the Consumer;

"RBI Guidelines" shall mean the applicable guidelines, regulations, notifications and instructions issued by Reserve Bank of India ("RBI");

"Savings Account" shall mean an account which Consumer will open with the Bank subject to Bank Policy, Terms and Applicable Laws;

"Sweep Account" shall be as defined in Clause 3.21.1;

"Partner Bank Policy" shall mean any policy in relation to Sweep Account, cash deposit and/or any other policy in relation to this Agreement published on Partner Bank Website (www.suryodaybank.com) and/or www.jiobank.in and/or Platform;

"Terms and Conditions" or "Terms" shall mean terms and conditions set-out in this document, any additional terms applicable to the Bank Services and any additions, modifications, amendments made thereto published on Platform and/or www.jiobank.in and/or communicated to the Consumer thorough any other mode of communication time to time; and

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"Transaction(s)" shall mean any transaction made by the Consumer using Bank Services which is including but not limited to transaction in Savings Account and/or Current Account etc.

#### 2. GENERAL TERMS

- 2.1. The Terms and any changes/modifications/amendments made thereto shall be published/communicated and/or by the Bank on the Platform www.jiobank.in and/or through any other mode of communication. The Consumer shall and understand the **Terms** and any changes/ modifications/amendments made thereto, Bank Policy and Frequently Asked Questions before availing any Bank Services and keep itself abreast about any changes/modifications/amendments to the Terms by visiting the Platform from time to time. Any transaction done subsequent to the amendment/changes/modifications of the Terms will be considered as Consumers acceptance of the amended Terms.
- 2.2. The Consumer shall go through the Frequently Asked Questions (FAQ) section available on Platform and keep itself abreast.
- 2.3. The Consumer shall be bound by the terms and contents of the Bank Policy.
- 2.4. Any decision made by the Bank in relation to the application made by the Consumer for availing the Bank Services shall be final and binding on the Consumer.
- 2.5. The Consumer understand and agrees that Bank shall directly or through any third party appointed by it access the Consumer location and any other data of the Consumer available through Platform and/or through Consumer's mobile phone for the purpose of Bank Services.
- 2.6. The Bank may declare its scheme and Consumer offers ("Offer") at its own discretion time to time which shall be subject to the terms of the Offer. The Bank shall have sole right to deny the Offer benefits to the Consumer if the Bank is of the view that the Transaction is fraudulent, dubious or misused and/or the Consumer has not complied with the terms of the Offer.
- 2.7. The incentives and other benefits which may be extended by the Bank at its discretion pursuant to any promotional schemes of the Bank will be subject to Applicable Law, Bank Policy and terms and conditions of such incentive schemes.
- 2.8. The Bank may provide third party links to other websites that are maintained by third parties. These links are provided for the convenience of the Consumer only and the provision of these links does not mean that Bank endorses these websites or the products and services these third parties provide. The Consumer acknowledges and agrees that the Bank shall not be responsible and/or liable for any information/content or any products/services available on these third party websites. Consumer is required to ensure its own due-diligence before availing such services/goods.

- 2.9. Consumer will not reproduce, sell, resell, duplicate, and copy any part of the Bank Services for any commercial purpose.
- 2.10. The Bank reserves the right to discontinue the Bank Services at any time at Bank's sole discretion without giving any reason to the Consumer and/or if there are discrepancies in the information provided by the Consumer and/or the particulars provided by the Consumer in the KYC Information does not match with the details mentioned in the CAF and/or for any other reason whatsoever. In such cases, Bank reserves the right to take appropriate action as it may deem fit and proper without incurring any liability in any manner whatsoever.
- 2.11. The Consumer hereby gives express consent to the Bank to call the Consumer any time, to record any of its phone conversations and correspondence with the Bank and use it for the purpose of defending any claims made by the Consumer or Merchant Establishment or for any other purpose in relation to these Terms and/or as per the applicable laws. The Bank shall be entitled to submit the said phone conversations and/or correspondence on the records of the legal and regulatory authorities as an evidence or for any other purpose at its own discretion or as and when demanded by them.
- 2.12. The records maintained by the Bank in relation to the Bank Services, Transaction records including but not limited to the traces of the emails/SMS, Consumer phone recordings etc. available with the Bank shall be sole and conclusive proofs and shall be final and binding on the Consumer. The Bank shall maintain the said records for the period as may deem fit by the Bank and shall share the same with any legal and/or regulatory authority as it deems fit or as per the provisions of Applicable Laws and/or for the purpose of defending or taking suitable legal actions.
- 2.13. The Bank may change the mode/method of providing the Bank Services or the Bank Services itself and/or Platform any time without giving any notice to the Consumer.
- 2.14. The Consumer shall be sole and exclusive owner of the Mobile PIN and/or code and/or password and/or OTP (each hereinafter referred to as "Authentication PIN") issued by Bank or set by the Consumer on Platform and the Consumer shall keep the same confidential. The Consumer shall accept sole responsibility for use, confidentiality and protection of the Authentication PIN. The Consumer grants express authority to the Bank for processing the Transactions and instructions of the Consumer authenticated by the Consumer by providing the Authentication PIN/Fingerprint Biometrics/facial recognition of the Consumer and/or any other authentication method available on the Platform. Consumer shall provide correct mobile number to the Bank on which Consumer wishes to avail the Bank Services including Authentication PIN etc. The Consumer shall be solely responsible to ensure that the mobile number and other credentials of the Consumer submitted by the Consumer with the Bank are correct and belongs to the Consumer.

- 2.15. The Consumer shall not respond to any unauthorized SMS/ e-mail/ phone call in which the Authentication PIN, biometrics or any other personal confidential information are asked for. The Bank shall, in no manner whatsoever, be held responsible or liable, if the Consumer incurs any loss as a result of the Authentication PIN, biometrics or any other personal confidential information being disclosed/ shared by the Consumer with any unauthorized persons or in any other manner whereby the security of the Authentication PIN, Accounts, Bank Services, biometrics or any other personal confidential information of the Consumer is compromised.
- 2.16. The Consumer shall immediately inform the Bank by calling on **1800 890 7070** or communicating on we.care@jiobank.in or submitting written application with the Bank for the following reasons-
  - 2.16.1. if Accounts is hacked, misused or if there is any fraudulent transaction; or
  - 2.16.2. in event the customer's mobile having Platform is lost/stolen; or to
  - 2.16.3. any issues/grievances in relation to Accounts/ Platform/ Bank Services; or
  - 2.16.4. for any other support in relation to the Bank Services and Platform.

In case of aforesaid scenarios, the Bank shall take following actions:

- a) in case of scenario mentioned at point (I) above, the Bank shall close/block the Account of the Consumer as per the request of the Consumer or at the sole discretion of the Bank. The Consumer shall be solely liable and responsible for the loss due to such hacking, misuse, fraudulent transactions etc. till the Bank receives the intimation from the Consumer as mentioned in Clause 2.16. Further action shall be as per the Bank Policy.
- b) in case of scenario mentioned at point (II) above, the Bank shall close/block the Account of the Consumer as per the request of the Consumer or at the discretion of the Bank. The Consumer shall be solely liable and responsible for the loss due to such hacking, misuse, fraudulent transactions etc. till the Bank receives the intimation from the Consumer as mentioned in Clause 2.16. Further action shall be as per the Bank Policy.
- c) in case of scenario mentioned at point (III) above, the Bank will try to resolve the grievances/issues of the Consumer as per the escalation matrix published at www.jiobank.in and as per Bank Policy.
- d) in case of scenario mentioned at point (IV) above, the Bank will try to resolve the grievances/issues of the Consumer as per the escalation matrix published at www.jiobank.in and as per Bank Policy.

Consumer agrees that the resolution of issues/dispute etc. shall be as per the escalation matrix published at www.jiobank.in and as per the Bank Policy.

The Consumer understand that the e-mail of the nodal officer shall be Nodal.officer@jiobank.in

If the Consumers is not satisfied with the response provided by the Bank, the Consumer may approach the Banking Ombudsman appointed by RBI under the Integrated Ombudsman Scheme., 2021

- 2.17. The Consumer hereby gives express consent and authority to the Bank to send any messages, notices or any other details including related to the Bank and/or its Affiliates product/ services on the mobile number/email address/residential address/official address provided/updated by the Consumer on the records of the Bank. The Bank shall send any notice and/or communication by push notifications, email, SMS, on Platform or by any other mode of communication including by post, courier at its discretion. However, the Consumer shall send any notice to the Bank in relation to the Bank Services on the registered address of the Bank published on the Platform.
- 2.18. The Consumer hereby agrees and confirms that a) Bank shall provide Services directly and/or through authorized representatives/contractor/sub-contractor (including third party service provider) under this Agreement b) Bank shall appoint/engage authorized representative/contractor/agent/sub-contractor (including third party service provider) to collect officially valid document ("OVD")/KYC/Aadhaar to collect from the Consumer on behalf of the Bank and the Consumer shall have no objection on the same c) the Bank shall verify OVD/KYC/Aadhaar of the Consumer as per the Applicable Laws including RBI regulations and the Consumer shall have no objection on the same d) verification of the Consumer and its KYC/OVD documents including Aadhaar is mandatory requirement for availing services from Bank e) Bank shall hold and use such Consumer data as per RBI regulations, these terms and conditions and applicable law.
- 2.19. If any process, summons, order, injunction, execution, restraint, levy, lien, information, notice, judgment, decree, mandate, attachment order etc. ("Order") is received by the Bank from any legal and/or regulatory authority in relation to the Account, the Bank shall take suitable action as per the Order and as per the Bank Policy in relation to such scenarios

The Consumer agrees that if the Order is passed by the legal and/or regulatory authority as mentioned above in relation to the Accounts, the Bank shall take action in relation to the Account as per the Bank Policy. The Bank shall endeavor to inform the Consumer about the receipt of the Order but shall not be bound to do so.

2.20. For provision of the Bank Services the Bank may at its sole discretion without any prior intimation to or approval of the Consumer, appoint any authorized person (s)/BC/service providers/agents for providing the Bank Services and/or provide the services through its employees and the Consumer shall hereby agrees that the Consumer shall have no objection on the same and the Bank can appoint such

authorized persons/BC/service providers/agents or provide the services through the employees as the Bank may, in its absolute discretion, deem necessary.

- 2.21. The Bank may at its sole discretion, decide not to carry out any instructions of the Consumer in relation to the Bank Services where the Bank has reason to believe that the instructions of the Consumer are not genuine or are otherwise improper or unclear or raise a doubt.
- 2.22. The Bank may rely on the authority of each authorized signatory designated by the Consumer or on a Consumers mandate to send communications until the Bank has received written notice or other notice acceptable to it of any change from a duly authorized person and the Bank has had a reasonable time to act (after which time it may rely on the change).
- 2.23. Consumer agrees that a) only numbers registered on "Do Not Disturb" shall not be considered for telemarketing offers for the products offered by the Bank. The Bank shall not be responsible or liable for any calls made on a number not registered on Do Not Disturb b) registration on Do Not Disturb shall not limit calls from the Bank and any third parties duly authorized by the Bank, on account of Account, Bank Services maintenance or any other related issues, for administering or servicing of any Bank Services availed by the Consumer, Alerts on Transactions, Alerts on Bank Services, recovery calls etc.
- 2.24. The Consumer represents and warrants that the Consumer is at least 18 (eighteen) years of age and have not been disqualified for any reason by the Bank and/or any legal or regulatory authority for availing the Bank Services at any point in time.
- 2.25. The Consumer may deposit the Account with money using any mode of payments as may be approved by the Bank.
- 2.26. The Bank may set limit on the amount of Transaction to be conducted using the Bank Services as per the Applicable Laws and/or the Bank Policy. The said limit on the amount of the Transaction shall be binding on the Consumer.
- 2.27. The Bank reserves the right to reject the Bank Services and/or any applications made by Consumer any time at its sole discretion.
- 2.28. The Customer agrees that the Bank shall provide Bank Services directly or through the BC, agents, Service Providers etc. The Customer agrees that the Bank shall have an arrangement with the call centers, BC, Service Providers, intermediaries etc. ("Service Providers") for providing the Bank Services and the Customer shall have no objection on the same.
- 2.29. The Consumer will get Bank Services and/or any other services under this Agreement through BC if the same is approved by the Bank for the Consumer.

The Customer shall be bound by Terms and the Bank Policies of the Bank which 2.30. is including but not limited to Customer compensation policy. The Bank shall publish these Terms, Bank Policies, customer compensation policies including any modifications, amendments made thereto on its website www.jiobank.in The Customer shall keep itself updated by referring to the same. The Customers' liability in relation to unauthorized electronic banking transactions (as specified by RBI) shall be as detailed in Bank's customer compensation policy published at www.jiobank.in and the customer shall be bound by the said policy.

#### 2.31. FEES AND CHARGES

Usage and operation of the Account, Bank Services including Mobile App/Platform is subject to payment of service charges, fees, other charges communicated by the Bank on the www.jiobank.in and/or Platform and/or other modes of communication from time to time ("Fees"). The Fees shall be exclusive of applicable taxes, GST, duties, cess etc. Any changes made to the Fees shall be communicated by the Bank on the www.jiobank.in and/or Platform from time to time. The Consumer unconditionally and irrevocably authorizes the Bank to debit Customers Account and/or amounts of the Consumers available with the Bank from time to time with an equivalent Fee, Charges and taxes applicable for the issue and use of the Bank Services. The Consumer shall go through the Fees, charges and applicable taxes published/communicated on the www.jiobank.in/Platform/ other modes of communication before using the Bank Services every time.

2.32. Currently the Bank is permitted by RBI to open Account for the Customers subject to an aggregate end of the day limit of an amount of Rs. 2,00,000/- (Rs. Two lacs) or such other limit as may be prescribed by RBI from time to time. However, the said limits for the purpose of operating an Account shall always be as prescribed by the Bank as per the Policy and the same shall not be more than the limit prescribed by RBI ("Aggregate Limit") in the said Account. The Customer agrees and confirms that the Excess Amount as defined in the clause no. 3.21.1 shall be dealt in accordance with clause 3.21.1 and the Customer has no objection in relation to the same.

## 3. ACCOUNT/BANK SERVICES RELATED TERMS

- 3.1. The Consumer shall open the Account and/or avail the Bank Services by completing the formalities as per the Bank Policy and as may be requested/communicated by the Bank from time to time on the Platform or by downloading the Mobile App or through BC. Consumer agrees to maintain minimum average balance in the Account as prescribed by the Bank time to time.
- 3.2. The Consumer shall deposit in to the Account such monies which the Consumer is legally entitled to deposit. The Consumer understands and acknowledges that the Bank is entitled to information with regard to source of any monies being deposited in the Account and the Consumer shall upon demand, without demur or dispute inform the Bank of any such source of monies.

- 3.3. The Consumer shall under no circumstances indulge in any scheme for making remittance towards participation in lottery, bitcoins, crypto currencies, money circulation schemes, other fictitious offers of cheap funds, etc. and the Customer acknowledges and understands that collecting and effecting/remitting such payments directly/indirectly outside India would make the Consumer liable to be proceed against with, for contravention of Foreign Exchange Management Act, 1999 besides being liable for violation other Applicable Laws.
- 3.4. The Consumer agrees that the Account and Bank Services are non-transferable by the Consumer. However, the Bank may transfer the Account as per Bank Policy. The Consumer agrees that the amounts deposited by the Consumer in the Account or the Account cannot in any way be assigned or charged to any third party by way of security or otherwise without the prior written consent of the Bank. However, the Bank may make such an assignment or transfer to any branch, subsidiary or Affiliate if no law prohibits the Bank from complying with any Applicable Law in relation to such assignment or transfer. Bank shall provide information of such assignment or transfer on Platform.
- 3.5. The Consumer shall be responsible for all activities in the Account and in relation to the Transaction or Bank Services, whether authorised by the Consumer or not. The Bank may take reasonable steps to investigate the compliant made by the Consumer with the Bank in relation to the Merchant Establishment/BC and/or in case of Transaction listed in statement of Account as per the Policy of the Bank. The Consumer shall be bound by the outcome of such investigation made by the Bank. The redressal mechanism for the complaint along with the escalation matrix and contact details shall be available on Platform.

  In case dispute is settled against the Consumer after investigation by the Bank on any issues/disputes raised by the Consumer/Merchant Establishment/BC under these Terms, Bank may accordingly debit the amount from the Consumer's Account towards settlement.
- 3.6. The Consumer agrees that the Bank shall provide only online statement of Account on the Platform if requested by Consumer. Such statement can be downloaded or shared on email of the Consumer by the Consumer for getting the print of the said account statement. If there is any dispute regarding any Transactions listed in the said statement of account, Consumer must inform the Bank within 30 days of the Transaction through email and/or raising the complaint through the communication mediums/contact details available on Platform. The Bank will conduct investigation and revert on such transactions as per the Bank Policy and as set-out in Clause 3.5 above.
- 3.7. If Savings Account and/or Current Account is not used for the period 2 years by the Consumer, it shall be treated as dormant account/inoperative account. The Consumer may activate the said Current and/or Savings Account by making an application to the Bank. The Consumer shall have to comply with documentary requirements of the Bank for activating the Savings/Current Account.

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The Bank reserves the right to close any dormant account/inoperative account after providing a prior written notice of at least thirty (30) days to the Consumer. Upon the expiration of the notice period, if the account remains dormant/inoperative, the Bank may proceed with the closure of the account without further liability or obligation to the Consumer.

- 3.8. The Bank reserves the right to close any account where no financial transaction has been undertaken by the consumer since account opening for a period of 90 days or more after providing a prior written notice of at least thirty (30) days to the Consumer. Upon the expiration of the notice period, if the consumer has not undertaken any financial transaction, the Bank may proceed with the closure of the account without further liability or obligation to the Consumer.
- 3.9. While the Bank shall exercise due caution, the Consumer agrees that the Bank shall have no duty to verify the correctness of any instructions or the identity of the sender of the instructions and the Consumer expressly agrees to be bound by any instructions and communications, whether or not authorized, sent in Consumers name and accepted by the Bank.
- 3.10. The Bank shall have lien on all amounts lying in the Account of the Consumer towards a) any amounts due to the Bank b) amounts payable to the Merchant Establishment/third parties for the Transaction made by Consumer using the Bank Services and c) any fees, loss, charges, legal charges, penalties, any expenses, advocate fees, travelling charges etc. arising out of use of the Bank Services by the Consumer and/or breach of the Terms by the Consumer and the Bank shall have right to set-off the said amounts laying in the Account without notice to the Consumer.
- 3.11. The Bank shall give interest on the amount available in the Savings Account at the rate mentioned on the Platform calculated on the basis of average daily product method or such other method as prescribed from time to time as per the Bank Policy. The Bank will pay such interest at its discretion quarterly or at such intervals as may be declared by the Bank on the Platform or as per the Bank Policy. The Consumer will not get any interest on any amount lying in the Current Account.
- 3.12. Interest income earned by the Consumer on any amount available in Account is subject to tax deduction at source as per the prevailing Income Tax Act and rules framed thereunder and /or any of the prevailing laws in this regard. The Consumer hereby authorizes the Bank to make any and all deductions prescribed by applicable laws from time to time in this regard.
- 3.13. The Consumer agrees to pay all charges, fees, late fee, penalty, applicable taxes, costs etc. which may be levied by the Bank in respect to the Account, Transaction and Bank Services and hereby gives express consent to the Bank to recover the same by debiting the Account at any point of time without prior intimation to the Consumer. Consumer agrees that if the sufficient funds are not available in Account, the Bank may debit the said amount over the period of time till such amount is recovered from the Consumer.

- 3.14. The Consumer agrees that the Permanent Account Number (PAN) submitted by the Consumer shall be required for undertaking certain transactions under Income Tax regulations and the Consumer agrees to provide the same to the Bank.
- 3.15. The Account can be opened by the Consumer resident in India subject to executing documents as per Bank Policy and compliance with the Bank Policy, KYC Information and RBI regulations & guidelines. The Consumer agrees and confirms that in addition to the other mandatory documents as requested by the Bank, the Consumer shall necessarily provide the Permanent Account Number (PAN)/ Form 60 and Aadhaar/other certified officially valid documents prescribed by Reserve Bank of India for availing the Bank Services and/or for opening the Account and if PAN number/Aadhaar is not available then other certified officially valid documents prescribed by Reserve Bank of India. The Consumer agrees and undertake to submit Form 60 to the Bank for the Bank, in the event of the Consumer not having a PAN and that the information mentioned therein shall be applicable to Account held by the Consumer with the Bank. The Consumer agrees that computation of taxes shall be as per the provisions of Applicable Laws on the Account. The Consumer also agrees and understands that any person making a false statement/declaration in the said Form 60 shall be liable to prosecution under Applicable Laws. The Consumer agrees and confirms that the Consumer is citizen of India and Tax resident of India and of no other Country. The Consumer agrees to submit the new details within 15 (fifteen) days if any of the aforesaid information has undergone any changes.
- 3.16. The Consumer agrees and confirms that the Bank either directly and/or through its service providers and/or partners and/or agents shall be entitled to undertake enhanced due diligence procedures in accordance with applicable RBI Guidelines and Applicable Laws in relation to Bank Services. The Consumer hereby expressly consents that the Bank can disclose any Consumer information received by the Bank under this Agreement from the Consumer to its partners, service providers, agents etc. for the purposes of conducting due diligence of the Consumer. The Consumer agrees that it shall not have any objection on sharing such information and for due diligence of the Consumer by the Bank and/or its service providers, agents partners etc.
- 3.17. The Consumer agrees and understands that the Consumers KYC Information and other information shall be shared by Bank with Central KYC registry and hereby further consents for accessing Consumer KYC information including downloading and updating Consumers profile and related documents by Bank in respect thereto from Central KYC registry and also to receiving information from Central KYC registry/Bank through SMS/E-Mail on Consumers registered mobile number or e-mail address. The Consumer hereby agrees and understand that the Bank shall use this information for verifying or updating Consumers profile and updating the Banks records.
- 3.18. The Consumer acknowledges that the Consumer shall not derive ownership (or any other rights) over the funds mistakenly or erroneously credited to the Consumers Account and will not have any rights or claims whatsoever over such funds

and is obliged to repay or return such funds forthwith on the Bank requiring the same. The Bank reserves the right and the Consumer hereby authorizes the Bank to reverse any entries erroneously passed with or without notice to /from the Consumer and to debit /credit the Account to the extent required to correct any erroneous entries that may have been inadvertently made by the Bank. Furthermore the consumer hereby provides consent to effect that in the event of receipt of any claims by the Bank, claiming erroneous/mistaken credit of funds in the Consumers Account, due to any reasons, it shall be lawful for the Bank to reverse such entry by debiting the Consumers Account and credit such claimant, subject to such safeguards and measures as the Bank may deem necessary or appropriate (without reference to the Consumer) and as per Bank Policy provided if such claim is made by a) third party Bank then the Bank shall be entitled to reverse such entry under the due intimation to the Consumer or b) any person /corporate /other third party then the Bank shall be entitled to reverse such entry after obtaining consent from the Consumer which consent shall not be unreasonably withheld or unreasonably delayed.

- 3.19. The Consumer agrees that the Bank (any of its Affiliate or third party service provider of the Bank) may withhold or deduct an amount which are required to be withheld or decided to comply with any law, order/judgment of the court or regulations from any payment to the Consumer or to or from Consumers Account and make payments to the relevant regulators, or as per the laws and/o order/judgment of the court. The Consumer shall be notified of any withheld amount as soon as reasonably practicable. The Bank shall not be liable to reimburse said amount to the Consumer and the Consumer shall not be entitled to claim such amount form the Bank.
- 3.20. The Consumer may nominate one person as Consumers nominee for the Account, by making an application to the Bank.
  - 3.20.1. If the Consumer has appointed Nominee for its Account mentioned in clause 3.19.1, in case of death of the Consumer a) the nominee of the Consumer shall be bound by the Bank Policy for Account b) the nominee shall submit necessary documents and information with the Bank as requested by the Bank for processing the claim as per the Bank Policy for Account c) the Bank shall have right to release the money lying to the credit of the Account of the Consumer to the nominee appointed by the Consumer who shall hold the funds in the capacity of the trusty of the Consumer and strictly in accordance with the prevailing Applicable Laws and the Bank Policy.
  - 3.20.2. The Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successors including Nominees to the sole satisfaction of the Bank and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate and/or duly probated will and any other documents as per the Bank Policy for Account. Without prejudice to the foregoing in the event of death of a Consumer the Bank reserves the right to pursue all courses available to it under law and equity at its

discretion to recover any amount that are payable to the Bank from the survivors/heirs/executors/administrators of the Consumer.

3.21. The Bank may modify, terminate and/or suspend Account/ Bank Services anytime with or without prior notice to the Consumer and without Consumers approval, due to any changes in internal policies or Applicable Law and/or in order to comply with any Applicable Law.

#### 3.22. PARTNER BANK SWEEP ACCOUNT FOR SWEEP IN AND SWEEP OUT –

- 3.22.1. As per the Applicable Law, the aggregate Customer balance across all deposit accounts including wallet, savings and/or current account, cannot exceed INR 200,000 at the end of the day, or any such limit as may be prescribed by the RBI from time to time. This does not include any security/ earnest money deposit collected during the course of the banking relationship. The Bank has entered into an arrangement with Suryoday Small Finance Bank ("Partner Bank") to sweep any excess amount, exceeding the prescribed threshold, into a savings account/Current Account maintained by the Customer at the Partner Bank. The Customer provides its consent for the Bank to enter into such an arrangement for sweeping its excess balance.
- 3.22.2. The Bank shall collect explicit consent from the customer during or after Current/Savings account opening for opening of Sweep Account with the partner bank. If the customer does not provide explicit consent to the bank for the opening of Sweep Account with partner bank, the aggregate deposit balance of the customer with the bank will be restricted to INR 1,95,000. In such cases, where the customer has not provided the consent for enabling Sweep Account and the balance during the end of day reaches INR 1,95,000, JPBL reserves the right to reject the incoming credit transaction or park the excess amount in a designated account of the bank for which the customer will not be entitled to any interest.
- 3.22.3. By accepting these Terms the Customer agrees that it has applied for opening Partner Bank current account and/or savings account ("Sweep Account") with Partner Bank through the Platform for the Sweep In and Sweep Out of the amounts exceeding Aggregate Limit at the end of any day ("Excess Amount") in the Savings Account/Current Account of the Consumer to the Partner Bank savings/current account as the case may be and the said Account shall be opened & activated once the balance in the Account at the end of any day exceeds the Aggregate Limit. The Consumer agrees that the amounts from/in Savings Account of the Consumer shall Sweep in Or Sweep Out in from the Partner Bank savings account and the amounts from/in the Current Account shall Sweep in Or Sweep Out in/from the Partner Bank current account during the Sweep In and Sweep Out.
- 3.22.4. Once the Partner Bank Account of the Consumer is activated and opened, the Excess Amount shall automatically Sweep Out in the Customers Partner Bank

Account. The Partner Bank shall at its discretion reject the request for opening the Sweep Account for the Customer. If Partner Bank rejects the request and/or if Partner Bank closes the Sweep Account as per Partner Bank Policy then the Excess Amount available in such Sweep Account subject to adjustments of transactions, payables etc. if any shall be transferred back to the Account. However, if after such transfer if the daily balance at the end of the day exceeds the Aggregate Limit such excess amount shall be kept in a suspense account by the Bank and the said amount shall be available to the Customer once the balance in the Account goes below the Aggregate Limit to the extent of the amount available in suspense account. For the sake of the clarity the Consumer agrees that the Consumer shall not be able to access the suspense account. However, in aforesaid scenario, the Consumer shall not be able to deposit more than the Aggregate Limit in the Account after rejection of the application by Partner Bank for Sweep Account or closure of Sweep Account by Partner Bank.

The Bank shall close the Account without any notice to the Consumer, if the Account continues to be breaching the Aggregate Limit as prescribed by the Bank even after getting reminder from the Bank.

- 3.22.5. The Customer agrees that its CKYC, KYC and other information and documents (including Aadhaar as per applicable laws and guidelines) shared by the Customer with the Bank shall be shared by the Bank with Partner Bank for opening Sweep Account and/or by Bank and/or Partner Bank with any legal and regulatory authority from time to time and the Customer shall have no objection on the same.
- 3.22.6. The Customer agrees that the Bank and/or Partner Bank may set limits for Transaction to be conducted using the amounts available in the Accounts, Sweep Account time to time subject to Applicable Laws and the Bank Policy and/or Partner Bank Policy.
- 3.22.7. The Sweep Account can be accessed only through the Platform. The amounts available in the Sweep Account can be utilized by the Customer only through the Platform and subject to these terms and conditions and the Bank Policy. The Customer agrees that it shall not be entitled to get any Partner Bank debit card, cheque book, other offline/online facility as mentioned on Partner Bank Website for the Sweep Account and/or access to the Sweep Account through any of the Partner Bank office/branches and the only mode available to access this Sweep Account shall be through the Platform.
- 3.22.8. The Consumer agrees that the Excess Amount shall Sweep Out in the Sweep Account at the end of the day automatically and the Consumer may not transfer any amount to the Sweep Account at its own.
- 3.22.9. The Customer may operate the Sweep Account and utilize the amounts available in the Sweep Account subject to following terms only through the Platform- a) if the Customer is making any payment/transfer using the Account

through Platform, any shortfall in the amount may be added by the Customer from the Customer's amount available in the Sweep Account by selecting the said account for making payment b) if Customer wish to withdraw any amount from the Accounts, Sweep Account, Customer may do so by requesting BC by following the process of the Bank as per Bank Policy c) Customer may transfer any amount available in its Sweep Account to the Account by following the Bank's process on the Platform subject to the condition that at the end of the day any Excess Amount shall automatically get transferred to the Sweep Account again d) for any third party bank transfer, the Customer has to transfer the amount from Sweep Account to Account for the third party bank transfer transaction subject to the Bank's process and Bank Policy e) the name of the Sweep Account, nominee of the Sweep Account shall be as declared for Accounts and blocking and other processes shall be as per these terms and conditions and Bank Policy and/or Partner Bank Policy f) the interest applicable on Sweep Account and other related terms including frequency of the interest shall be as set out on the Platform g) interest certificate shall be made available on the Bank Platform as per the Bank processes h) the Sweep Account cannot be transferred to any branch in Partner Bank and cannot be operated as normal saving account of Partner Bank i.e. it can be operated only through the Platform i) if the Customer Account is inoperative for the period as mentioned in regulations, it shall be subject to applicable regulations, Partner Bank Policy and processes and the Bank Policy and processes j) all the charges, cost, penalties, fees etc. levied by Partner Bank on Sweep Account shall be debited from the Sweep Account and/or from Account time to time and the Customer agrees to pay the same k) the Account, Sweep Account shall be subject to the orders of attachment of Garnishee or any other orders/judgments/mandates from a statutory or regulatory or judicial authority and the Partner Bank and/or the Bank shall have full powers to take action as per the said orders of the authorities in relation to the Accounts, Sweep Account.

- 3.22.10. The Customer may raise any queries/grievances in relation to Sweep Account with the Bank by following the process as set out in clause 2.16. The Bank will try to resolve the issue as per the escalation matrix published on www.jiobank.in and subject to Bank Policy and/or Partner Bank Policy.
- 3.22.11. The Customer agrees that any nominee information and its address and any other details shared by the Customer with the Bank shall be shared by the Bank with Partner Bank for opening and operating Sweep Account and the Customer shall have no objection on the same.
- 3.22.12. The Customer agrees that the Sweep Account cannot be linked as saving account/current account for unified payment interface access using any UPI apps or otherwise. However, the Customer can link its Account with UPI.
- 3.22.13. The Customer agrees that it can view/enquire about the total balances in the Sweep Account only through the Platform and the statement of Sweep

Account will be made available on the Platform only subject to applicable Bank Policy/processes.

- 3.22.14. The Customer agrees that the Bank and/or Partner Bank may block/suspend/close the Accounts and/or Sweep Account if the Bank and/or Partner Bank suspect any misuse or fraudulent transaction. Such transactions shall be subject to investigation and actions as per the Bank Policy and Partner Bank Policy.
- 3.22.15. The Customer agrees that it cannot close Sweep Account without closing the Account i.e. the Sweep Account shall get closed only if the Customer closes the Account. The request for the closure of the Account and Sweep Account can be made to the Bank.
- 3.22.16. The Bank shall give interest on the amount available in the Savings Account as per clause 3.10 and the Partner Bank shall give the interest on Sweep Account at the rate mentioned on the Partner Bank Website (www.suryodaybank.com) and/or Platform calculated on the basis of average daily product method or such other method as per the Partner Bank Policy. The Partner Bank will pay interest at its discretion quarterly for Sweep Account or at such intervals as may be declared by the Partner Bank on the Partner Bank Website and/or Platform or as per the Partner Bank Policy. The Consumer will not get any interest on any amount lying in the Current Account.
- 3.22.17. The Customer hereby gives free consent and permission to the Bank and/or Partner Bank to debit/credit the Account/Sweep Account depending on the transaction.
- 3.22.18. The Consumer agrees to indemnify and keep the Bank indemnified from any loss, cost, compensation, litigation, disputes, damages etc. arising out of and related to any use/misuse of the funds in the Account, Sweep Account.
- 3.22.19. The Customer agrees that the terms and conditions of Partner Bank set-out herein shall be applicable to the Sweep Account and any lien or any other action taken on Sweep Account shall be subject to the terms and conditions of Partner Bank published on Partner Bank Website and/or Platform.
- 3.22.20. The Consumer agrees that in case of any fraudulent transaction, doubtful transaction in the Sweep Account and/or as per the laws/regulation and/or requirement of any regulatory/legal authority Partner Bank may suspend/restrict the access to Sweep Account or close the access to Sweep Account and in such scenario Partner Bank shall be entitled to inform the same to the Bank and any legal and regulatory authority and accordingly Partner Bank may close/restrict/suspend the Customers access to Sweep Account any time without any prior written information to the Customer. The Customer shall be bound by the Partner Bank policies in such scenario.

- 3.22.21. The Consumer agrees that the Bank and Partner Bank may share any information and details about the Account, Sweep Account and Transaction with any legal and regulatory authority any time without giving any information to the Consumer.
- 3.22.22. The Consumer shall read and understand the Partner Bank Policy and keep itself abreast about any changes to the Partner Bank Policy by visiting the Platform from time to time.
- 3.22.23. Partner Bank reserves the right to discontinue the Sweep Account at any time at Partner Bank's sole discretion without giving any reason to the Consumer and/or if there are discrepancies in the information provided by the Consumer and/or the particulars provided by the Consumer in the KYC Information does not match with the details mentioned in the CAF and/or for any other reason whatsoever. In such cases, Partner Bank shall transfer the Consumer fund available in the Sweep Account to the Account.

## 3.22.24. Discontinuation of Sweep Services by Partner Bank

- 3.22.24.1. In the event of termination of the agreement between the Bank and Partner Bank, the Bank shall provide written notice to all the Customers regarding the discontinuation of sweep services with Partner Bank, with a minimum notice period of three (3) months prior to such termination.
- 3.22.24.2. Along with the notice, the Bank shall also seek explicit consent from the Customer(s) to close their sweep account with Partner Bank and transfer the proceeds to their Bank account.
- 3.22.24.3. Upon receipt of the Customer's consent, the Bank shall proceed to close the sweep account with Partner Bank and transfer the proceeds to the Bank account of the Customer. If the transferred amount exceeds a predetermined threshold limit, a Demand Draft (DD) shall be issued to the Customer for the excess amount.
- 3.22.24.4. In the event that a Customer does not provide consent within the three (3) month notice period, the Partner Bank shall proceed to close the sweep account upon termination of the agreement with the Bank. Subsequently, Partner Bank shall transfer the proceeds to the Bank, and Bank shall issue a Demand Draft (DD) to the Customer for the transferred amount.

## 4. Limited KYC Accounts Opened through OTP based Aadhaar Authentication

- 4.1. The Customer herewith confirms that he/she has not used the OTP based AADHAAR (e-KYC) verification to open any other bank account with any other bank.
- 4.2. The Customer hereby gives consent and authorizes the Bank to use her/his aadhaar details (Account opening), core biometric information to authenticate/verify and link her/his Aadhaar Number to all her/his existing bank accounts and customer profile

for the purpose of availing banking services during full KYC conversion within 12 months.

- 4.3. The Customer understands and agrees to complete Full KYC for their Limited KYC account within 12 months, post which the Bank will close the account in case of pending Full KYC as mandated by regulation and as per internal guidelines of the Bank.
- 4.4. The Customer understands and agrees that the Bank may attempt to complete the process of Full KYC for the account on a best effort basis.
- 4.5. Customer agrees to submit updated KYC documents within 30 days to the Bank in case of any update in the documents which Customer had submitted at the time of establishment of business relationship/account-based relationship.
- 4.6. The Limited KYC Account opening process is unavailable to customers whose address fetched from UIDAI is deemed incomplete by the Bank.
- 4.7. The aggregate balance of all the deposit accounts of the Customer in case of limited KYC account shall not exceed one Lakh rupees. The aggregate of all credits in a financial year, in all the deposit accounts taken together, shall not exceed Two Lakh rupees. The Customer agrees that if her/ his aggregate balance or the aggregate of all credits in a financial year exceed the threshold mentioned in this clause, Bank reserves the right to put the account on a total freeze, till such time that Customer completes the full KYC process.
- 4.8. The Customer agrees that such an account will be subject to regular scrutiny and monitoring from the Bank and Bank shall reserve the right to completely freeze/debit freeze/ close the account at its sole discretion.

## 5. BC RELATED TERMS

- 5.1. The Consumer will approach only authorized BCs appointed by Bank for availing Bank Services displaying requisite brands and logos of the Bank and the Bank Services and the permission letter/certification issued by the Bank.
- 5.2. The Bank shall decide which Bank Services can be made available for the Consumer through the BC and Consumer shall not be entitled to ask for any Bank Services as of right.
- 5.3. For any Transaction or for availing any Bank Services at BC the Consumer shall ensure that a) details provided by the Consumer for the Transaction shall be correct b) the Transaction is complete as desired by the Consumer and the Bank shall not be liable and responsible for any disputes/issues in relation to the Transactions made at the BC by using the Bank Services.
- 5.4. The Consumer agrees to undergo necessary authentication as per the Bank Policy for availing the Bank Services through any channel including BC.



5.5. Notwithstanding anything contained herein in these Terms, the Bank shall be responsible to the Consumer for the acts of omission and commission of the BC.

## 6. NATIONAL ELECTRONIC FUND TRANSFER SYSTEM OF RBI (NEFT) AND REAL TIME GORSS SETTLEMENT SYSTEM OF RBI (RTGS)-

6.1. NEFT

6.1.1. The Bank shall act upon instruction for transfer of funds using the NEFT system of RBI only upon receipt of the complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by the Bank for NEFT subject to the RBI clearing timings. Any instruction received for transfer of funds after RBI clearing time shall initiated by the Bank on next day NEFT clearing timings. The transaction may be rejected or cancelled in case the instructions and or any information provided by the Consumer does not meet the security procedures of the Bank /RBI/beneficiary bank. The Consumer also understand that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by the competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or beneficiary bank.

The Consumer shall provide all necessary and correct details to the Bank including account number, amount for making the transaction.

- 6.1.2. The Bank shall be entitled to charge such fees, charges and applicable taxes as it determines to be adequate for the provision of the NEFT and as specified on the Platform or as communicated to the Consumer time to time or as per the Bank Policy. The Consumer acknowledges and understand that the completion of the transaction for the transfer of funds based on the Consumers instructions shall involve various counter parties. The Consumer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the Bank. Without prejudice to the generality of the forgoing the Consumer agrees and accepts tis responsibility to compensate /reimburse the Bank for any losses, claims, or actions and to save, keep harmless and keep protected the Bank against any improper fraudulent instructions purporting to the received from the Customer and /or for furnishing incomplete information.
- 6.1.3. The Consumer understand that the provision of the NEFT is subject to the guidelines and regulations issued from the time to time by the RBI in this behalf. The RBI and /or any other agency /company appointed by the RBI in this regard shall be an intermediary /service provider in the process of the settlement of a transaction initiated using the NEFT and subject to the availability of the sufficient funds in the Account, a transaction should be deemed to be complete

in all respect in case of NEFT if the transaction massage is not returned unaffected by the Bank within a reasonable time (decision of the Bank as regards reasonable time shall be final). NEFT transactions shall be deemed to be settled at the time when Account has been debited and account of the beneficiary has been credited in the central system of the RBI.

## 6.2. **RTGS**

6.2.1. The Bank shall act upon instruction for transfer of funds using the RTGS system of RBI only upon receipt of the complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by the Bank for RTGS on the date of the instruction as per the RBI clearing timings. If the said instructions are received after clearing timings the said transaction will be rejected by RBI. The transaction may be rejected or cancelled in case the instructions and or any information provided by the Consumer does not meet the security procedures of the Bank /RBI/beneficiary bank. The Consumer also understand that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by the competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or beneficiary bank.

The Consumer shall provide all necessary and correct details including account number, amount details for making the transaction.

- 6.2.2. The Consumer understands and accepts that the RTGS system is primarily for some large value transactions. The Bank shall be entitled to charge such fees, charges and applicable taxes as it determines to be adequate for the provision of the RTGS and as specified on the Platform or as communicated to the Consumer time to time or as per the Bank Policy. The Consumer acknowledges and understand that the completion of the transaction for the transfer of funds based on the Consumers instructions shall involve various counter parties. The Consumer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the Bank. Without prejudice to the generality of the forgoing the Consumer agrees and accepts tis responsibility to compensate /reimburse the Bank for any losses, claims, or actions and to save, keep harmless and keep protected the Bank against any improper fraudulent instructions purporting to the received from the Consumer and /or for furnishing incomplete information.
- 6.2.3. The Consumer understand that the provision of the RTGS is subject to the guidelines and regulations issued from the time to time by the RBI in this behalf. The RBI and/or any other agency /company appointed by the RBI in this regard shall be an intermediary /service provider in the process of the settlement of a transaction initiated using any of the RTGS and subject to the availability of the

sufficient funds in the Account, a transaction should be deemed to be complete in all respect in case of RTGS, upon settlement of the transaction by the central system of the RBI. RTGS transactions shall be deemed to be settled at the time when Account has been debited and account of the beneficiary has been credited in the central system of the RBI.

#### 7. UPI AND IMPS RELATED TERMS

## 7.1. **UPI**

- 7.1.1. These terms and conditions regulate the payments under the Unified Payment Interface ("UPI"), a payment service platform ("UPI Platform") developed by National Payments Corporation of India ("NPCI"), an umbrella organisation and acting as the settlement/clearing house/regulatory agency for UPI services.
- 7.1.2. The Consumer shall provide all necessary and correct details including account number, amount details for making the transaction.
- 7.1.3. Bank shall act upon instruction for transfer of funds using the UPI system only upon receipt of the complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by the Bank on the date of the instruction as per the NPCI clearing timings. The transaction may be rejected or cancelled in case the instructions and or any information provided by the Consumer does not meet the security procedures of the Bank /NPCI/RBI/beneficiary bank. The Consumer also understand that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by the competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or beneficiary bank.
- 7.1.4. The Bank shall be entitled to charge such fees, charges and applicable taxes as it determines to be adequate for the provision of the UPI and as specified on the Platform or as communicated to the Consumer time to time or as per the Bank Policy. The Consumer acknowledges and understand that the completion of the transaction for the transfer of funds based on the Consumers instructions shall involve various counter parties. The Consumer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the Bank. Without prejudice to the generality of the forgoing the Consumer agrees and accepts tis responsibility to compensate /reimburse the Bank for any losses, claims, or actions and to save, keep harmless and keep protected the Bank against any improper fraudulent instructions purporting to the received from the Customer and/or for furnishing incomplete information.

- 7.1.5. The Consumer understand that the provision of the UPI is subject to the guidelines and regulations issued from the time to time by the RBI/NPCI in this behalf. The RBI/NPCI and /or any other agency /company appointed by the RBI/NPCI in this regard shall be an intermediary/service provider in the process of the settlement of a transaction initiated using any of the UPI and subject to the availability of the sufficient funds in the Account. UPI transactions shall be deemed to be settled at the time when Account has been debited and account of the beneficiary has been credited in the central clearing system.
- 7.1.6. Bank may in its discretion deny any split payments.

#### 7.2. **IMPS**

- 7.2.1. These terms and conditions regulate the payments under the Immediate Payment Services ("IMPS"), a payment service platform ("IMPS Platform") developed by National Payments Corporation of India ("NPCI"), an umbrella organisation and acting as the settlement/clearing house/regulatory agency for IMPS services.
- 7.2.2. Consumer shall ensure that its Bank account has sufficient funds before any transaction through IMPS.
- 7.2.3. Bank shall act upon instruction for transfer of funds using the IMPS system only upon receipt of the complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by the Bank on the date of the instruction as per the NPCI clearing timings. The transaction may be rejected or cancelled in case the instructions and or any information provided by the Consumer does not meet the security procedures of the Bank /NPCI/RBI/beneficiary bank. The Consumer also understand that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by the competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or beneficiary bank.
- 7.2.4. The Bank shall be entitled to charge such fees, charges and applicable taxes as it determines to be adequate for the provision of the IMPS and as specified on the Platform or as communicated to the Consumer time to time or as per the Bank Policy. The Consumer acknowledges and understand that the completion of the transaction for the transfer of funds based on the Consumers instructions shall involve various counter parties. The Consumer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the Bank. Without prejudice to the generality of the forgoing the Consumer agrees and accepts tis responsibility to compensate /reimburse the Bank for any losses, claims, or actions and to save,

keep harmless and keep protected the Bank against any improper fraudulent instructions purporting to the received from the Customer and /or for furnishing incomplete information.

7.2.5. The Consumer understand that the provision of the IMPS is subject to the guidelines and regulations issued from the time to time by the RBI/NPCI in this behalf. The RBI/NPCI and /or any other agency /company appointed by the RBI/NPCI in this regard shall be an intermediary/service provider in the process of the settlement of a transaction initiated using any of the IMPS and subject to the availability of the sufficient funds in the Account. IMPS transactions shall be deemed to be settled at the time when Account has been debited and account of the beneficiary has been credited in the central clearing system.

#### 8. TRANSACTION WITH MERCHANT ESTABLISHMENTS

- 8.1. The Bank shall not be responsible in any way for the products or services of any Merchant Establishment purchased by the Consumer using the Bank Services or for any charges, taxes or other duties relating to the Transactions. The Merchant Establishments are solely responsible to the Consumer for (i) all information in relation to the products or services offered by the Merchant Establishments, (ii) products or services offered by the Merchant Establishments (iii) the supply and sale of the said products or services, and (iv) Promotional offers and schemes including coupons provided by Merchant Establishments.
- 8.2. The Consumer agrees that the Bank shall not be party to the contract between the Consumer and the Merchant Establishment.
- 8.3. Any amount transferred by the Consumer to any Merchant Establishment erroneously shall not be refunded to the Consumer in any circumstances by the Bank.
- 8.4. The Bank does not endorse, promote, guarantee or warrant any goods/products and/or services and/or coupons that might be bought/availed or proposed to be bought/availed by Consumer from Merchant Establishments using the Bank Services. Any dispute with or complaint against any Merchant Establishment must be directly be resolved by the Consumer with the Merchant Establishment. It is clarified that Bank shall not be responsible or liable for any defect/deficiency in goods/ services purchased by Consumer using Bank Services. This exclusion of liability shall apply even for goods and/or services under any promotional schemes of Merchant Establishments. Consumer is instructed to satisfy itself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.
- 8.5. The Bank may take reasonable steps to investigate the complaint made by the Consumer with the Bank in relation to the Merchant Establishment with all the parties involved as per Bank Policy and as per the escalation matrix published on the Platform. The Consumer shall be bound by the outcome of such investigation made by the Bank. The redressal mechanism for the compliant along with the escalation matrix and contact details shall be available on the Website or Platform. The Consumer agrees that the Bank shall not be made party to any dispute between the



Consumer and Merchant Establishment over any issue related to the transaction between the Consumer and the Merchant Establishment.

8.6. The Consumer gives consent and full authority to the Bank to share Account details and amount balance in its Account with the Merchant Establishments once the Consumer has initiated the transaction with the said Merchant Establishment.

## 9. AUTO DEBIT FACILITY (ELECTRONIC BILL PRESENTMENT AND PAYMENT)

The Consumer hereby gives debit mandate, instructions and consent to the Bank for making payments to the billers as mentioned by the Consumer in the biller column on the Platform ("Billers") by debiting the Account and transferring the said amount in the Biller account subject to following terms and conditions:

- The Consumer hereby gives express consent, instruction and mandate to the Bank to debit the Account and make the payment of an amount to the Biller registered by the Consumer with the Bank on receipt of request from the said Biller for the Payment.
- ii) The Consumer shall maintain an amount equivalent to specified limit set for auto debit facility in Account.
- iii) The Consumer shall provide to the Bank true, accurate and complete personal details, payment instructions, Biller details and any other details as may be requested by the Bank for debiting the Account and making payment to the Biller. The Bank reserves the right to suspend or terminate or alter or modify the debit instructions given by the Consumer hereunder without giving any reason any time or in case if the details provided by Consumer found to be untrue, inaccurate and incomplete. The Consumer agree to indemnify the Bank from any liability due to incorrect information provided in this regard. The Consumer also agree to communicate immediately any changes in the identification details as registered with the Biller to the Bank.
- iv) The Consumer have no objection to the Biller providing any Consumer details including billing and/or transaction details to the Bank.
- v) The Consumer shall be responsible and liable for ensuring that the billing details are correct, and the Bank shall not be responsible for the same. The Consumer shall not hold the Bank responsible for any loss, damages, compensation etc. that may be incurred/suffered by the Consumer if the information contained turns out to be inaccurate /incorrect.
- vi) The Consumer agree that any disputes on bill details will be settled directly with the Biller and the Banks responsibility shall be limited to provision of the information only.
- vii) The Consumer agree that Bank will make bill amount payments as required by the Biller. The Consumer will not hold the Bank responsible for the Biller rejecting the bill amount because of incorrect or incomplete entries or for any other reason whatsoever.
- viii) The Consumer agree that the record of the instructions given by the Consumer and the transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.
- ix) The Consumer agree that the Bank Services including auto debit services as per Clause no. 8 shall be provided at the sole discretion of the Bank and the Bank shall

- be at liberty to vary the same from time to time without giving any notice to the Consumer including any terms and conditions of the Bank Services.
- x) The Consumer agree that the Bank may withdraw at any time the Bank Services including auto debit services as per Clause no. 8 in respect of any or all the Accounts without assigning any reason whatsoever without giving any notice to the Consumer.
- xi) The Consumer shall select payment limit for giving standing instructions for making payment to the Biller. The amount selected by the Consumer will get paid from the Account as per the Consumers standing instruction and limit set by the Consumer. In case the bill amount is higher than the limit specified by the Consumer, the Bank shall not pay the amount to the Biller and the Consumer shall be solely responsible and liable to pay that amount directly to the Biller. The Consumer agrees to indemnify the Bank from any dispute, liability, loss etc. arising out of and related to the Consumer or Biller's claims of non-payment of the bill amount by the Consumer to the Biller.
- xii) The Consumer agree that in case if sufficient funds are not available for the auto debit in the Account, the Bank shall not be liable to make payments to the Biller as per Consumers standing instructions. The Consumer shall ensure to keep the sufficient amount in the Account so that the Bank may debit the Account for making payment to the Biller as per the standing instructions provided by the Consumer. The Bank shall not inform the Consumer in case if there is insufficient funds in the Consumer Account for auto debit. The Consumer have to monitor and ensure that the sufficient funds are available for the auto debit in the Account. The Consumer shall be liable and responsible for making payments to the Biller directly in such scenario.
- xiii) The Bank shall not be responsible for settling any disputes between Biller and the Consumer in relation to the bill payments and/or any product services of the Biller. The Consumer shall directly approach the Biller for any issues, disputes, claims etc. in relation to the bill payments.
- xiv) If the Consumer cancel the registration of any Biller, the Consumer shall not be able to make payments to the Biller under auto debit facility using the Bank Services. The cancellation of Biller registration shall be subject to Bank Policy. The Consumer shall be solely responsible and liable for any issues, disputes, claims etc. in relation to cancellation of Bank Services, payments/non-payments to the Biller.
- xv) The Consumer agree that once the bill amount is debited from the Account as per the standing instruction given by the Consumer, the Biller will receive the said amount after 4 (four) working days from the date of debit. The Bank shall not be responsible and liable for any issues, dispute, cost, damages, compensation etc. arising out of and related to receipt of amount by the Biller after 4 (four) days as set out in this clause.
- xvi) The Consumer agree and warrant to the Bank that the Consumer shall not use these auto debit services for any purpose which is illegal, unlawful or prohibited by law.
- xvii) The Consumer agrees to indemnify, defend and hold the Bank, its parents, subsidiary, affiliates, officers, agents, employees, harmless from any claim, losses, compensations, action, demand, judgment, decree, order including attorney fees which is arising out of and related to any issues in relation to the debit mandate,

Bank's claims in respect of bill amount, payment or non- payment of amount claimed by the Biller, if the Biller fails to accept/does not accept the amount from the Bank, breach of any of these terms and conditions and any other claims or dispute in relation to the Consumers use and/or failure to use the auto debit services.

xviii) In case of Force Majeure situation and scheduled or unscheduled maintenance activity or in case of any technical issues, the Bank shall not be liable to perform any auto debit services or services under these Terms and shall not be liable for any loss, litigation, disputes, claims etc. arising out of and related to the services availed by the Consumer under these terms and the Consumer shall not be entitled to claim any compensation, loss, damages whatsoever.

#### 10. PRIVACY POLICY

The Consumer agrees that it has gone through the privacy policy of the Bank available at www.jiobank.in shall be bound by the same. The Consumer agrees that it shall visit the privacy policy time to time and keep himself/herself/itself updated. The Consumer agrees that the policies of the Bank shall be published on the Platform and/or Mobile App and/or Platform or in any other electronic method available for communication and the Consumer shall be bound the said policies of the Bank.

## 11. KNOW YOUR CLIENT (KYC), CONSUMER DATA AND RELATED TERMS

- 11.1. Consumer shall submit all KYC Information as requested by the Bank time to time as per the Bank Policy and to comply with various provisions of laws and regulation in India including RBI regulations and keep its KYC Information updated in the records of the Bank.
- 11.2. The Consumer shall, within 30 days, inform any changes in its status, address, name, mobile number and any other KYC Information to the Bank. The Consumer shall indemnify and keep the Bank indemnified from any loss, dispute, actions, issues, compensation, litigation, damages etc. arising out of the same.
- 11.3. The Consumer Agrees that the Bank can share the information with payment network, NPCI, relevant acquirers, legal and regulatory authority in relation to the Bank Services.
- 11.4. The Consumer hereby gives express consent to the Bank to share any Consumer information/data, personal information and KYC Information and documents including the Transaction information, Bank Services availed by the Consumer without giving any prior intimation to the Consumer with any regulatory or legal authority as and when deems fit by the Bank and/or as and when requested by legal or regulatory authority for the purpose of these Terms.
- 11.5. The Consumer agrees that the KYC information and other documents submitted by it to the Bank are genuine information/ documents.

- 11.6. The Bank shall maintain the KYC Information and any Consumer data including the Aadhaar related information with the Bank for the period the Bank deems fit subject to the Applicable laws.
- 11.7. The Consumer hereby gives express consent to the Bank to obtain its Aadhaar number to get customer details from UIDAI subject to the Applicable Laws for the purpose of providing Bank Services to the customer.
- 11.8. Collection, verification, audit and maintenance of correct and updated Consumer information is a continuous process and the Bank reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC guidelines/Applicable Laws.
- 11.9. The Consumer agrees that Bank shall collect/capture certain details of Consumer from his/her/its registered mobile phone/Platform which is including but not limited to mobile device identification details, geographical location etc. for the purpose of effective and better informed monitoring of Consumer's transactions and providing Bank Services under these Terms.

## 12. COMPLIANCE WITH LAWS AND REGULATIONS AND RELATED TERMS

- 12.1. The Customer agrees that the Bank will be entitled at all times, to act in accordance with applicable laws, without requiring to provide prior intimation of such actions to the Consumer. Any and all limits/constraints imposed by the applicable law shall apply to the Account or any other Bank Services.
- 12.2. The Consumer shall not use Account/ Bank Services for any purpose that might be construed as contrary or repugnant to any Applicable Law, public policy or for any purpose that is contrary to Bank Policy or might prejudice the goodwill of Bank.
- 12.3. Consumer shall comply with Applicable Laws for availing the Bank Services.
- 12.4. Consumer agrees and declares that the Consumers name is not appearing in the sanction list /list of terrorists published by regulatory/legal authorities time to time.
- 12.5. The Bank shall have right to repudiate the Bank Services to any Consumer if a) the Consumers name is appearing in Sanction list/list of terrorists published by legal/regulatory authorities or b) If the Consumers name is appearing in the negative list of the Bank due to any fraudulent/illegal transactions conducted by the Consumer earlier using the Bank Services or if Bank's Affiliates, business partners, associates has marked such Consumers in their negative list due to illegal/fraudulent transactions.

# 13. CONSUMER DECLARATION UNDER THE FOREIGN ACCOUNT TAX COMPLIANCE ACT AND COMMON REPORTING STANDARDS (APPLICABLE FOR ALL CONSUMERS):

13.1. Consumer declares that the Consumer is a) born in India b) citizen of India c) Resident of India for tax purposes and is not a US person.

- 13.2. Consumer understand that the Bank is relying on this information for the purpose of determining the status of the Consumer in compliance with FATCA/CRS. The Bank will not be able to offer any tax advice on CRS or FATCA or its impact on the Consumer. The Consumer shall seek advice from professional tax advisor for any tax related questions.
- 13.3. The Consumer agree to submit necessary forms and documents in relation to the FATCA/CRS or any change of details within 30 days if any information or certification or declaration made hereunder becomes incorrect to the Bank.
- 13.4. The Consumer agree that as may be required by domestic regulators/tax authorities the Bank may also be required to report, reportable details to CBDT or close or suspend the Consumers Account and/or Services.
- 13.5. The Consumer certify that the it has provided the information to the best of Consumers knowledge and belief, the certification/declaration given hereunder is true, correct, and complete including the taxpayer identification number of the Consumer.

## 14. SUSPENSION, TERMINATION AND CANCELLATION OF SERVICES -

- 14.1. The Bank may terminate these Terms and/or Account and/or any of the Bank Services any time without reason by giving 30 (thirty) days' notice in writing to the Consumer.
- 14.2. The Bank reserves the right to suspend and/or discontinue any of the Bank Services and/or Platform and/or Current Account and/or Savings Account or any part thereof or close Account, at any time, without giving prior intimation to the Customer, for any reason including but not limited to: (a) any suspected violation of any rules, regulations, orders, directions, notifications issued by RBI or legal authority by the Consumer from time to time or for any violation of these Terms or compliance with any Applicable Laws or Policy of the Bank; (b) Bank is of the view that there are fraudulent transactions in the Account and/or the Bank Services are being used for the fraudulent/illegal purposes, Consumer is misrepresenting (c) any discrepancy or suspected discrepancy in the particular(s) KYC Information or CAF provided by the Consumer being unsatisfactory to Bank; (d) Combatting potential frauds, sabotage, willful destruction, threat to national security or for any other force majeure reasons etc.; (e) technical failure, modification, up gradation, variation, relocation, repair, maintenance and/ or any transmission deficiencies; (f) If the telecom service providers connection of the Consumer on which the Consumer is availing the Bank Services ceases to be operational; (g) ineligibility of the Consumer under any criteria as mandated by the Bank (h) regulatory/legal authority mandates such closure/suspension or any court has given an order to close/freeze the Account (i) if the Consumer breach any terms of the Terms and fails to cure such breach within 15 (fifteen) days (j) if the Consumer breach the applicable laws k) the Consumer passes resolution for the liquidation or adjudged involvement or insolvency petition is filed against the Customer (1) if Bank suspect suspicious or fraudulent or out of pattern Transactions.

- 14.3. Prior to such suspension/ discontinuance of the Bank Services, the Consumer, at the sole discretion of the Bank and subject to Applicable Laws and/or Bank Policy, shall be provided with the ability to transfer and/ or utilize the balances lying in the Account.
- 14.4. The Bank reserves the right to cancel the Transaction/Bank Services in case of any network failure. In such case or for any other reason beyond the control of the Bank there could be delay or failure to complete the Transaction/Bank Services. Bank shall not be responsible for any kind of losses that may occur due to such delay or failure.
- 14.5. The Consumer may terminate the Account and/or other Bank Services by submitting an application with the Bank. The Bank shall close the Account /Bank Services after receiving an application as per the Bank Policy.
- 14.6. The Consumer agrees that the Bank shall not be liable for any loss, cost, consequence, litigation etc. arising out of or related to the closure/suspension/freezing of the Account and/or the Bank Services and Consumer agrees to indemnify and keep the Bank indemnified from the same.

#### **15. NO WARRANTIES**

Bank Services, Account, any other banking services and the Platform are provided on an "as is" and "as available" "with all faults" basis and does not warrant that the Bank Services, and other banking services, Account and Platform or any of its software's will be uninterrupted, error free, accessible or operational at all times or that any defects will be corrected. Use of the Bank Services, Account and Platform under these Terms is at the Consumers own risk. To the maximum extent permitted by applicable law, the Bank Services, Account and Platform are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by the Consumer from the Bank or through the Bank Services, Account or Platform will create any warranty not expressly stated herein. Without limiting the foregoing, the Bank, its processors, its providers, its licensors (and their respective subsidiaries, affiliates, BCs, directors, and employees) do not warrant that the content is correct; that the Bank Services, Account and Platform will meet the Consumers requirements; that the Bank Services, Account and Platform will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Bank Services and Platform is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Bank Services, Platform as the case may be is downloaded at the Consumer's own risk and Consumers will be solely responsible for any damage to his property or loss of data that results from such download. Bank does not warrant, endorse, guarantee, or assume responsibility for any product or service or any coupons advertised or offered by a third party through the Bank Services or any hyperlinked website or service, or featured in any banner or other advertising, and the Bank will not be a party to or in any way monitor any



Transaction between the Consumer and third-party providers of such products or services or the coupons.

#### 16. INTELLECTUAL PROPERTY

The Bank and its Affiliates shall be the owner/licensor/licensee of any of its software's, websites, app, trademarks, trade secrets, trade names, designs, patents, copyrights, intellectual property and any of its copies, derivative work etc. ("Intellectual Property"). The Consumer shall not use any Intellectual Property of the Bank its Affiliates without prior written consent from the Bank. The Consumer agrees that Consumer shall have no claims/rights of whatsoever nature in the intellectual property rights arising out of and in connection with Platform, Account and Bank Services. The Consumer further undertakes that he/she shall not attempt to modify, alter, obscure, translate, disassemble, decompile or reverse engineer the software underlying mobile application or create any derivative product based on the software/Platform or any of the Intellectual Property of the Bank and Affiliates. The Consumer understands that the user interface, graphics, logos, design, compilation, information, products, services, software, and all other elements of the Platform, Account and Bank Services are protected by copyright, designs, patent and trademark laws and other intellectual property or proprietary rights of Bank and/or Affiliates.

#### 17. INDEMNITY

The Consumer shall be liable to the Bank for losses, expenses, compensation, damages etc. and agrees to indemnify and keep the Bank and its Affiliates indemnified from any and all claims, losses, damages, liabilities, costs and expenses including without limitation legal fees and expenses arising out of or related to i) Consumer's use or misuse of the Bank Services / Account/Platform ii) any use of the Bank Services/Account of the Consumer by any third party iii) breach of agreements, representations and warranties and covenants made by the Consumer under the Terms iv) any action taken by the Bank on the instructions of the Consumer in good faith v) any issues in relation to the Merchant Establishment vi) any issues in relation to the discount coupons issued by the Merchant Establishments/Merchant vii) any issues/disputes in relation to the goods, services, coupons, schemes availed by the Consumer using the Bank Services from the Merchant Establishment; Transaction viii) any fraud or any loss or damage suffered by the Bank, Affiliates, BC due to any reason whatsoever which is including but not limited to the failure on the part of the Consumer to communicate correct permanent or communication address, communication number, email address, KYC Information and/or failure on the part of the Consumer to communicate any change/alteration in the said permanent or communication address, communication number, email address, KYC Information ix) any issues/disputes in relation to the BCs or cash deposited or withdrawn by the Consumer at the BC or any other Services availed by the Consumer at the BC x) any deletions, additions, insertions or alterations to, or any unauthorized use of, the IMPS/UPI/RTGS/NEFT by the Consumer.

## 18. LIMITATION OF LIABILITY -

18.1. The Bank shall not be liable to the Consumer for any delays, loss of business, profit, revenue or goodwill, anticipated savings, damages, fees, costs, expense, etc. or for any indirect or consequential loss, howsoever arising, on account of

unavailability/availability/ usage of Bank Services, Account or otherwise by the Consumer.

- 18.2. The Bank, its Affiliates, successors, assigns, business correspondents, BCs, employees, directors, group, holding, subsidiary company shall not be liable to the Consumer for a) any indirect consequential, special, unitive, incidental loss or damages arising out of or in relation to use or failure to use of any of the Bank Services including but not limited to the Account b) loss of profit, loss of business opportunity, loss of revenue, loss of goodwill or any other indirect losses c) loss or damage arising out of or in relation to use or misuse or damage to the mobile phone or any other electronic device used by the Consumer for conducting the transactions d) any issues in relations to third party service provider, Merchant Establishments, BCs, internet connection, telecommunication or mobile related issues e) any issues which are out of control of the Bank.
- 18.3. The Consumer agrees that in no event the total liability of the Bank its Affiliates, employees, directors, BCs etc. arising out of or related to these Terms or the Services provided under the Terms shall not be more than Rs 10,000/-.

## 19. FORCE MAJEURE

The Bank shall not be liable for any losses caused by its inability or delay in providing all or any Bank Services or Account or fulfilling any of the Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including but not limited to restrictions or convertibility, transferability, requisitions, involuntary transfers, riots, disturbance, strikes, lock-outs, bandhs, war, civil strike, burglary, theft, dacoity, accidents, technical faults, including problems related to the computers, accessories, software's, printers, fax machines internet, telephone systems and such related hardware and software beyond the control of the Bank, breach of the trust by any authorized persons, BC, flood, fire, earthquake, acts of God, act of any regulatory or statutory nature or if the performance of such obligation or provision of such service would result in breach of any law, regulation or other requirements of any governmental or other authority or on account of any other restrictions, requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged to provide any Bank Service or perform any obligation hereunder during the period while the Bank performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Consumer by reason of any failure to comply with the Consumer instructions when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

#### 20. ASSIGNMENT

The Bank shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates and group companies. Further, the Consumer agree that Terms herein can be novated viz- a-viz Bank with any of its Affiliate, holding company, subsidiaries, associates and/ or group companies of the Bank and the Consumer hereby irrevocably consents to the same. The Consumer shall have no right to assign these Terms with any third party.



## 21. DISPUTE RESOLUTION

Any party may refer any disputes under these Terms to the arbitration of single arbitrator to be appointed mutually by the Parties to the dispute. The provisions of the Arbitration and Conciliation Act, 1996 any enactment of statutory modification thereof shall be applicable to such arbitration. The arbitration proceedings shall be in the English language. The place of arbitration shall be Mumbai. The award of the arbitral tribunal shall be final and binding upon the Parties. Courts in Mumbai shall have exclusive Jurisdiction.

Consumer may send any notice under the Dispute clause at the registered office address of the Bank.