

TERMS & CONDITIONS:

Under given are the Terms & Conditions and Rules for **The Junagadh Commercial Co-Operative Bank Ltd. SMS Alert Services** (hereinafter called "T&Cs"), which shall be applicable to all Current, Savings, Fixed Deposit, Cash Credit, Overdraft, Term Loan or any other Account(s), which are existing or may be opened now/any time in future with **The Junagadh Commercial Co-Operative Bank Ltd.** branches in India (hereinafter called the 'Bank'). The word 'Customer' refers to the person or person(s) in whose name the Account(s) with the Bank is/are existing, may be opened (changed) now/any time in future. The word 'Account' refers to the Account either held singly and/or jointly by the costumer with the Bank, which are existing, may be opened (Changed) now/any time in future. The word 'Customer' shall include both singular and plural and both the genders as well as juristic persons, though for the sake of convenience is referred to in the masculine gender. The Customer agrees to comply with and be bound by the T&Cs as may be in force from time to time, governing operation of Account and recognizes that the T&Cs herein are without prejudice to any right that the Bank may have with respect to the Account in law or otherwise.

- SMS Alerts are certain short messages sent to the Customer triggered by certain events (like Debits/ Credits over a pre-defined limit, Discounts on service charges, Loan Installment overdue, Insurance due date, Stop Payment Instructions etc.), taking place in the Account of the Customer or otherwise. Bank on best effort basis may send certain SMS Alerts to customers on Mobile Phone, registered with the Bank. However, the Bank shall not be responsible or liable for the delayed, incomplete, inaccurate and/ or non-delivery or receipt of the Alerts.
- Bank shall have the right to withdraw any Alert and/or add any Alert at any time without giving prior information to the customers and/ or without assigning any reason thereof.
- Bank may send SMS alerts to the Customer on the mobile phone number of the Customer duly registered with the Bank. Change of mobile phone number can only be done by the Bank on receipt of authenticated request from the Customer. In the case of accounts with joint holders; the change of mobile phone number request should be signed by all the account holders for it to be affected by the Bank.
- Customer must promptly notify in writing to the Bank in case of change in his mobile phone number. Change of mobile phone number will be applicable to all the accounts of the Customer wherein he is the sole as well as the primary account holder. Bank will not be responsible for any SMS alert/ information sent by the Bank at such mobile phone number, but not received by the Customer due to any reason whatsoever including but not limited to the fault of the service provider, SMS alert/ information being delivered at the given mobile phone number but being not read by the Customer and/or SMS alert/ information not being delivered at the given mobile phone number due to the mobile phone number not being in service. In case of no-delivery of SMS alert, Bank will not be responsible or liable to re-deliver the same. In case of accounts with joint holders, all account communication will be ONLY sent to the mobile phone number registered with the Bank.
- The services shall be governed and be subject to laws of India and guidelines as may be issued by the Reserve Bank of India from time to time. The Courts of the cities of Jammu and Srinagar shall have the exclusive jurisdiction and the Customer and the Bank unconditionally submit to jurisdiction of those courts.
- The Customer agrees that the Bank or its agents may hold and process information relating to his person, address, Accounts, business, etc., whether provided by the Customer or that may otherwise come to the possession of the Bank. The Customer acknowledges and agrees that the Bank may disclose from time to time Customer Information to other offices and branches of the Bank, to the Bank's subsidiaries and affiliates and to third parties/vendors such as but not limited to messengers, couriers, credit rating agencies, verification agencies and marketing agencies engaged by the Bank. The Customer further consents to the disclosure of Customer Information by the Bank, or any such subsidiary or affiliate of the Bank (i) at the request of any government regulator or other similar agency or authority having jurisdiction over the Bank or such subsidiary or affiliate (ii) pursuant to subpoena (a written legal order summoning a witness or requiring evidence to be submitted to a court or similar deliberative body) or other court processes, or to the extent required in connection with any litigation between such Bank, subsidiary or affiliate and the Customer, provided that such disclosure is subject to an appropriate protective order if such order is available (iii) when requested by any other bank/financial institution/Reserve Bank Of India and (iv) when otherwise required to do so in accordance with applicable law. Bank may obtain credit reports and make any other inquiries about the Customer as necessary in the regular course of banking.
- The Bank accepts no liability for the consequence arising out of erroneous, incorrect or incomplete information supplied by the Customer. If the Customer suspects that there is an error in the information supplied to the Bank by him, he shall inform the Bank as soon as possible. The Bank make endeavor to rectify the error wherever possible on 'best effort' basis.
- The Bank will take all reasonable steps to ensure the accuracy of the information being sent as SMS alert to the customer; the Bank is not liable for any error. The Customer shall hold the Bank harmless against any loss, damages, etc., that may be incurred/ suffered by the Customer if the information contained in the above said alert turns out to be inaccurate / incorrect/ incomplete.
- The SMS alerts for each Account/ service shall be issued on a frequency as determined by the Bank from time to time. Bank reserves the right to rectify discrepancies, if any, at any point of time.
- Forthe time being, the SMS Alert services are being provided by the bank free of cost/ charges/ consideration.

I affirm, confirm and undertake that I have read and understood the above mentioned Terms and Conditions for usage of 'The Junagadh Commercial Co-Operative Bank Ltd. SMS Alert Services' and that I agree on my own behalf, or as the mandate holder on behalf of the joint account holders, and will adhere to all the terms/conditions of availing The Junagadh Commercial Co-Operative Bank Ltd. SMS Alert Services as may be in force from time to time.

Date: _____/_____/_____

Place: _____

(SIGNATURE)