

Terms and Conditions governing Debit Card of Janata Sahakari Bank Ltd., Pune

These terms and conditions (the "Terms") apply to and regulate the issuance and usage of Cards offered by Janata Sahakari Bank Ltd., Pune ("Janata Sahakari Bank Ltd., Pune" or "the Bank") to Accountholder and/or any person as may be specified by the Accountholder. These Terms shall be in addition to any other terms as stipulated by Janata Sahakari Bank Ltd., Pune from time to time. All annexure to the Terms shall form an integral part of the Terms.

1. Definitions

- a) "Account" shall mean the savings and /or current account designated by Janata Sahakari Bank Ltd., Pune to be eligible account/s for operations through the use of the Card.
- b) "Account Statement" shall mean the periodical statement of Account of a Cardholder's Account, setting out the Transactions carried out and balance in the Account as on the date of statement of Account, and any other information as Janata Sahakari Bank Ltd., Pune may deem fit to include.
- c) "Accountholder" shall mean an individual holding an Account with Janata Sahakari Bank Ltd., Pune, in his own name without being associated with anybody.
- d) "ATM" shall mean any Automated Teller Machine whether of Janata Sahakari Bank Ltd., Pune or a specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with Janata Sahakari Bank Ltd., Pune.
- e) "Card" shall mean the Janata Sahakari Bank Ltd., Pune Debit card issued to the Accountholder of Janata Sahakari Bank Ltd., Pune.
- f) "Cardholder" shall mean the Accountholder of Janata Sahakari Bank or any such individual authorized by the Accountholder to whom a Card has been issued and who is authorized to hold the Card by Janata Sahakari Bank Ltd. Pune.
- g) "Janata Sahakari Bank Ltd., Pune" or "the Bank" shall mean Janata Sahakari Bank Ltd., Pune, registered under Multi State Co-Operative Societies Act 2002 and having its registration number _____ dated 29/03/2013 and incorporated in the schedule in Reserve Bank of India Act, having its registered office at 1444, Shukrawar Peth, Bajirao Road, Pune – 411002. (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, executors, administrators and assigns), the proprietors / owners of the Card.
- h) "Internet Website" shall mean websites of the Merchant Establishments wherever located which honour the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations advertised as honouring the Card.
- i) "Merchant Establishment" shall mean such physical and/or virtual establishments, wherever located, which honour the Card and shall include, among

others, stores, shops, restaurants, hotels and airlines cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

- j) "Merchant" shall mean any person who owns or manages or operates a Merchant Establishment.
- k) "PIN" shall mean the Personal Identification Number allocated to the Cardholder by Janata Sahakari Bank Ltd., Pune or chosen by the Cardholder/ Janata Sahakari Bank Ltd., Pune from time to time, in relation to the Card.
- l) "POS Terminal" shall mean the point of sale (POS) electronic terminals at Merchant Establishments in India capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.
- m) "Primary Account" shall mean such primary Account that is linked to the Card.
- n) "Janata Sahakari Bank Ltd., Pune ATM" shall mean any ATM of Janata Sahakari Bank Ltd., Pune.
- o) "Janata Sahakari Bank Customer Care Centre" refers to Janata Sahakari Bank Ltd., Pune - Phone Banking Service provided by Janata Sahakari Bank Ltd., Pune, which shall be available to all Cardholders. All Cardholders availing of the Janata Sahakari Bank Ltd., Pune Customer Care Centre shall be bound by the terms and conditions, if any, stipulated by Janata Sahakari Bank Ltd., Pune in this regard.
- p) "Shared Network" shall mean RuPay or any other networks which honour the Card.
- q) "Transactions" shall mean any instruction given by a Cardholder using a Card directly or indirectly to Janata Sahakari Bank Ltd., Pune to effect a transaction.

2. Interpretations

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words purporting any gender include the other gender.
- c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms.
- e) References to NFS / RuPay Card regulations pertain to the guidelines issued by National Financial Switch (NFS) / RuPay to all the member banks of its network.
- f) The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or context thereof, apply to the Terms as if incorporated herein.

3. Applicability of terms

The Terms form the contract between the Cardholder and Janata Sahakari Bank Ltd., Pune. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by

signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or activation through ATM or after 15 days have elapsed since the Card was dispatched to his address on record.

The Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities shall at all times continue be bound by the terms and conditions stipulated by Janata Sahakari Bank Ltd., Pune from time to time for such services / facilities.

4. Activation

The Card sent to the Cardholder needs to be activated through first utilization of the PIN at any Bank ATM or a PIN based Point Of Sale (POS) transaction.

5. Benefits of Card

The Cardholder can access cash at the ATMs of Janata Sahakari Bank Ltd., Pune branch and any other member banks of Shared Network, make payments at Merchant Establishments, ascertain information about his Account balance through the use of the Card at ATMs/ or otherwise any such services as specified by Janata Sahakari Bank Ltd., Pune from time to time. The Cardholders availing of any such services through the use of the Card shall be bound by the terms and conditions prescribed by Janata Sahakari Bank Ltd., Pune, unilaterally and as amended by it from time to time, with respect to such facility.

The Card is valid for use at ATMs and Merchant Establishments in India and internationally. The Card is valid up to the last day of the month indicated on the Card. Upon occurrence of the Transaction, the Account linked with the Card shall be instantaneously debited by Janata Sahakari Bank Ltd., Pune.

6. Personal Identification Number (PIN)

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will be issued to him in the first instance. Janata Sahakari Bank Ltd., Pune exercises utmost care and caution when issuing the PIN/s and also ensures, to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. The PIN shall be mailed to the Cardholder and the Cardholder shall ensure that the same is received in a sealed envelope. This PIN may subsequently, be changed by the Cardholder, at his own risk, at any Janata Sahakari Bank Ltd., Pune ATM. The Cardholder acknowledges, represents and warrants that the PIN issued to it provides access to the Account and that the Cardholder accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered in to the Account using such PIN. The Cardholder shall not record the PIN in any form so as to facilitate PIN coming to knowledge of a third party. The Cardholder grants express authority to Janata Sahakari Bank Ltd., Pune for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. Janata Sahakari Bank Ltd., Pune has no obligation to verify the authenticity of the transaction

instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN. The Cardholder shall at all times take all precautions and appropriate steps to maintain the security of the PIN. Janata Sahakari Bank Ltd., Pune may, in its absolute discretion issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by Janata Sahakari Bank Ltd., Pune from time to time, the Cardholder will not hold Janata Sahakari Bank Ltd., Pune liable in case of any improper/ unauthorized / fraudulent / duplicate / erroneous use of the Card and/or the PIN. Janata Sahakari Bank Ltd., Pune will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party.

If any third parties gain access to the services, including the Account, the Cardholder will be responsible and shall indemnify Janata Sahakari Bank Ltd., Pune against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

7. Lost or Stolen Cards

If a Card is lost or stolen, the Cardholder must file a report in writing through e-mail or otherwise with the Janata Sahakari Bank Ltd., Pune, following the telephonic information to Janata Sahakari Bank Ltd., Pune Customer Care Centre and by way of written communication to his branch of Janata Sahakari Bank Ltd., Pune or such other mode as may be acceptable to Janata Sahakari Bank Ltd., Pune. Janata Sahakari Bank Ltd., Pune upon adequate verification will hot list/cancel the Card during working hours on a working day of Janata Sahakari Bank Ltd., Pune following the receipt of such intimation. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. The Cardholder will be liable for all charges incurred on the Card until the Card is hot listed/ cancelled. The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to Janata Sahakari Bank Ltd., Pune and adequate care is taken to prevent its misuse or unauthorized use.

8. Surrender/Replacement of Card

The Card issued to the Cardholder shall always remain the property of Janata Sahakari Bank Ltd., Pune and Cardholder shall surrender to Janata Sahakari Bank Ltd., Pune, on demand. The Cardholder shall return the Card to Janata Sahakari Bank Ltd., Pune for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by Janata Sahakari Bank Ltd., Pune for any reason whatsoever. Janata Sahakari Bank Ltd., Pune, may, in its absolute discretion issue a replacement Card along with a new PIN to the Cardholders, including for any loss/ stolen Card.

9. Termination

The Cardholder may discontinue/ terminate the Card anytime by a written notice to Janata

Sahakari Bank Ltd., Pune accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by Janata Sahakari Bank Ltd., Pune. Janata Sahakari Bank Ltd., Pune may at any time, with or without notice, depending on the circumstances in Janata Sahakari Bank Ltd., Pune, at its' absolute discretion, terminate the Card.

10. Usage Guidelines

The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt. The Cardholder is advised to change the PIN assigned by Janata Sahakari Bank Ltd., Pune after the first usage and choose another PIN as a safety measure for secured usage of the Card. The Cardholder will be responsible for all facilities granted by Janata Sahakari Bank Ltd., Pune and for all related charges and shall act in good faith in relation to all dealings with the Card and Janata Sahakari Bank Ltd., Pune. Janata Sahakari Bank Ltd., Pune reserves the right to change the types of Transactions such as Purchase of goods, booking of Railway or Air tickets, payments of LIC, BSNL, MSEDCL etc., supported by the Card subject to a notice being given to the Cardholder in accordance with Clause 24. The Cardholder shall notify Janata Sahakari Bank Ltd., Pune immediately of any error or irregularity in maintaining the Account/ Card by Janata Sahakari Bank Ltd., Pune at Janata Sahakari Bank Ltd., Pune Customer Care Center or by way of written communication to his branch of Janata Sahakari Bank Ltd., Pune or such other mode as may be acceptable to Janata Sahakari Bank Ltd., Pune.

11. Multiple Accounts

The Cardholder agrees that in case he has multiple accounts with Janata Sahakari Bank Ltd., Pune, the Bank will decide the number of accounts, which will have the Card facility on them. In case Card is linked to multiple Accounts, all Transactions carried out with the Card will be affected only on the Primary Account, when Card is used at any ATM other than Janata Sahakari Bank Ltd., Pune ATMs or when Card is used for POS transaction. Janata Sahakari Bank Ltd., Pune, may at its sole discretion, affect the transaction with other Accounts linked to the Card. Janata Sahakari Bank Ltd., Pune will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement of the Account(s) which are linked to the Card.

12. Statements and Records

The Cardholder can get Account Statement containing the Transactions from the Janata Sahakari Bank Ltd., Pune Branch where he maintains his Account linked to Card. The Cardholder will inform Janata Sahakari Bank Ltd., Pune in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If Janata Sahakari Bank Ltd., Pune does not receive any information to the contrary within 15 days Janata Sahakari Bank

Ltd., Pune may assume that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, Janata Sahakari Bank Ltd., Pune may record on camera or on videotape, at its own discretion the access to and the presence of any person while availing the facility of the Card facilities at ATM. All records maintained by Janata Sahakari Bank Ltd., Pune, in electronic or documentary form of the instructions of the Cardholder and such other details (including but not limited to payments made or received) pursuant to the Terms, and all camera/video recordings made as mentioned above shall as against the Cardholder, be deemed to be conclusive evidence of relevant fact(s).

13. ATM Usage

The Card can be used at the ATM locations with the help of the confidential PIN. All Transactions conducted with use of the PIN will be the Cardholder's responsibility. The Cardholder agrees that he will be allowed to withdraw only a certain amount of cash per transaction per day as determined by Janata Sahakari Bank Ltd., Pune irrespective of the credit balance in the Account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of his Card facility. When the Cardholder completes a transaction through an ATM he can opt to receive a printed transaction record i.e. the transaction slip/ ATM receipt. The amount of available funds is shown on this ATM receipt when the Cardholder uses his Card. The Cardholder is advised to retain the record of Transactions generated by the ATM with him. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

14. Merchant Location Usage

The Card is acceptable at all Merchant Establishments in India which display the logos of RuPay and/or such other agencies recognized by Janata Sahakari Bank Ltd., Pune and which have a POS terminal. The Card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. Ordinarily the Cardholder should sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. Janata Sahakari Bank Ltd., Pune at an additional charge may furnish copies of the sales slip. However, in case Janata Sahakari Bank Ltd., Pune makes a payment on the basis of unsigned charge slip / sales slip to Merchant Establishments, the Bank shall not owe any responsibility or liability to the Cardholder or any other person whatsoever and whosoever, by honoring or making payment on the basis of such charge slip / sales slip. The Card is operable with the help of the Cardholder's signature or the PIN at POS terminals installed at Merchant locations depending on the functionality of the POS Terminal. Janata Sahakari Bank Ltd., Pune will not accept responsibility for any dealings, which the Cardholder may have with the Merchant including but not limited to the supply of goods and services. In the event the Cardholder has any complaint concerning any Merchant Establishment, the Cardholder with the Merchant Establishment should resolve the matter and failure to do so will not relieve him from any obligations towards Janata Sahakari Bank Ltd., Pune.

However, the Cardholder should notify Janata Sahakari Bank Ltd., Pune of this complaint immediately. Janata Sahakari Bank Ltd., Pune accepts no responsibility for any surcharge or any financial liability levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by Janata Sahakari Bank Ltd., Pune for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where and till the Card has been lost, stolen or fraudulently misused has been duly informed to the bank in the manner, as laid down herein above, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Cardholder must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by the Cardholder, if called for.

15. Exclusion from Liability

In consideration of Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep Janata Sahakari Bank Ltd., Pune and /or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Janata Sahakari Bank Ltd., Pune may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of Janata Sahakari Bank Ltd., Pune's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the Terms and the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents.

The Cardholder shall indemnify and hold harmless Janata Sahakari Bank Ltd., Pune from any and all consequences arising from the Cardholder not complying with the Regulations of the RBI and the rules and regulations made there under and/or any other Act/Authority. The Cardholder shall also indemnify Janata Sahakari Bank Ltd., Pune fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN. Without prejudice to the foregoing, Janata Sahakari Bank Ltd., Pune shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- a) Any defect in quality of goods or services supplied or availed of by the Cardholder.
- b) The refusal of any person to honour to accept a Card.
- c) The malfunction of any computer terminal/ system
- d) Transaction other than by a Cardholder.
- e) Handing over of the Card by the Cardholder to anybody other than the

designated employees of Janata Sahakari Bank Ltd., Pune at Janata Sahakari Bank Ltd., Pune's premises.

Janata Sahakari Bank Ltd., Pune reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including legal expenses due to legal action involving the Cardholder's Card.

16. Addition/Withdrawal of Facilities

Janata Sahakari Bank Ltd., Pune may, at its discretion, make available to the Cardholder more services on the Card, ATMs, POS Terminals, Internet or otherwise and/or other devices through Shared Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by Janata Sahakari Bank Ltd., Pune from time to time will be recovered by a debit to the Account linked with the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. Janata Sahakari Bank Ltd., Pune shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at ATMs / POS Terminal/Internet / other devices within India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

17. Disclosures

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, Janata Sahakari Bank Ltd., Pune and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including the name of the Cardholder / co-applicants, as applicable, as defaulters in such manner and through such media as Janata Sahakari Bank Ltd., Pune or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes Janata Sahakari Bank Ltd., Pune to exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms or as expressed in the application made for the Card to its Affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold Janata Sahakari Bank Ltd., Pune and their agents liable for use of the aforesaid information.

18. Fees and Charges

- a) The annual fees for the Card will be debited to the Primary Account linked with the Card on application/renewal at the Janata Sahakari Bank Ltd., Pune's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as Janata Sahakari Bank Ltd., Pune may stipulate from time to time. Janata Sahakari Bank Ltd., Pune reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card. Any government charges, duty

or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon Janata Sahakari Bank (either directly or indirectly), Janata Sahakari Bank Ltd., Pune shall debit such charges, duty or tax against the Account. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/ POS Terminal/ other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Janata Sahakari Bank Ltd., Pune from time to time and deducted from the Cardholder's Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Janata Sahakari Bank Ltd., Pune reserves the right to deny any further Transactions. In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Janata Sahakari Bank Ltd., Pune and will be announced from time to time. In the event of an Account being overdrawn due to Transactions, the Janata Sahakari Bank Ltd., Pune reserves the right to setoff this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in the Terms shall affect the Janata Sahakari Bank Ltd., Pune's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. The Cardholder also authorizes Janata Sahakari Bank Ltd., Pune to deduct from his Account, and indemnifies Janata Sahakari Bank Ltd., Pune against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees). Janata Sahakari Bank Ltd., Pune may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Janata Sahakari Bank Ltd., Pune may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time. The Cardholder authorizes Janata Sahakari Bank Ltd., Pune to recover all charges related to the Card as determined by Janata Sahakari Bank Ltd., Pune from time to time by debiting the Account linked with the Card. **Details of the applicable fees and charges as stipulated by Janata Sahakari Bank Ltd., Pune will be displayed on the website and / or at the branches. These fees and charges are subject to changes at the sole discretion of Janata Sahakari Bank Ltd., Pune.**

19. Disputes

Janata Sahakari Bank Ltd., Pune accepts no responsibility for refusal by any Merchant Establishment to accept and/or honour the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between Janata Sahakari Bank Ltd., Pune and the Cardholder as to the extent of liability incurred by the Cardholder and

Janata Sahakari Bank Ltd., Pune shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to Janata Sahakari Bank Ltd., Pune within 15 days of the Account Statement date failing which it will be construed that all charges are acceptable and they are true, correct and in order. Janata Sahakari Bank Ltd., Pune may at its sole discretion accept any disputes on charges older than 15 days. Janata Sahakari Bank Ltd., Pune shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Account Statement within two months of receipt of the notice of disagreement. If after such effort Janata Sahakari Bank Ltd., Pune determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the sales slip or payment requisition. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per NFS regulations. Janata Sahakari Bank Ltd., Pune does not accept responsibility for any dealings the Cardholder may have with Shared Networks. In the event the Cardholder has any complaints concerning any Shared Network, the Cardholder with the Shared Network should resolve the matter, and failure to do so will not relieve him from any obligations to Janata Sahakari Bank Ltd., Pune. However, the Cardholder should notify Janata Sahakari Bank Ltd., Pune of the complaint immediately.

20. Quality of Goods and Services:

Janata Sahakari Bank Ltd., Pune shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/or avail of services, Janata Sahakari Bank Ltd., Pune holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Card Member with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Card Member of his/her obligation to pay all the Charges due to Janata Sahakari Bank Ltd., Pune and the Card Member agrees to pay promptly such charges.

21. Governing Law and Jurisdiction

Janata Sahakari Bank Ltd., Pune and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Pune (Maharashtra) only and unconditionally and irrevocably submitting themselves to the jurisdiction of that court or tribunal. Janata Sahakari Bank Ltd., Pune however, in its absolute discretion is entitled to commence any legal or proceedings arising out of these Terms in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms shall be governed by and construed in accordance with the laws of India. This shall not however limit the rights of the Bank to file/take proceedings in any other court of competent jurisdiction.

22. Notification of changes

Janata Sahakari Bank Ltd., Pune shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, interest, charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. Janata Sahakari Bank Ltd., Pune may communicate the amended Terms by hosting the same on the Janata Sahakari Bank Ltd., Pune's website or in any other manner as decided by Janata Sahakari Bank Ltd., Pune from time to time. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on Janata Sahakari Bank Ltd., Pune's website. In the event the Cardholder, as a consequence of the change in the Terms, desires to discontinue the Card he may do so within a period of two months from the date of communication/ uploading of the amended Terms on the Janata Sahakari Bank Ltd., Pune's website. However, he shall be deemed to have accepted the amended Terms by continuing to use the Card post notification of such amended Terms.

23. Additional Terms and Conditions

In addition to the terms and conditions set out herein, the Cardholder shall also comply with the terms and conditions set out in Annexure I (as stated below) in relation to the Card issued by Janata Sahakari Bank Ltd., Pune. To the extent of any inconsistency, the terms and conditions set out in Annexure I (as stated below) will prevail for all purposes and intents.

ANNEXURE I

DEBIT CARD FOR SAVINGS ACCOUNT & CURRENT ACCOUNT

These additional terms and conditions apply to and regulate the issuance and usage of debit card offered to savings account holder & current account holder ("Terms for Debit Card for Savings / Current Account).

INTERNET WEBSITE USAGE:

The Card can be used by the Cardholder (unless otherwise intimated by Janata Sahakari Bank Ltd., Pune Ltd., Pune) at all Internet Websites in India which display the logo of the RuPay and Verified by RuPay and which have the facility of offering goods or services for purchase through the Internet. The amount of the transaction is debited from the account linked to the Card immediately. The Card is operable with the help of the Card Number, Expiry Date, CVV2 security digits and One Time Password (OTP). The Bank will not accept responsibility for any dealings, the Cardholder may have through Internet Website, including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any transaction placed through Internet Website, the matter should be resolved by the Cardholder with the Merchant and failure to do so will not relieve

him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately. The Bank accepts no responsibility for any tax, cess, duty, fees, charges and liability levied by any Internet Website and the same being debited to the Cardholder's Account with the Transaction amount. Any charge or other payment requisition received from an Internet Website by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Internet Website by the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier transaction must be cancelled at the Internet Website and an electronic copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/refund of debits due to such transactions will be processed manually and the electronic copy of the cancelled receipt needs to be produced by the Cardholder, if called for. The Card is not to be used at hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service. The Card should not be used for any mail order/phone order purchases and any such usage will be considered as unauthorized and the Cardholder shall be solely responsible for such usage. The Terms shall be in addition to and not in derogation of the terms and conditions relating to savings account of the Cardholder as already stated in the foregoing paras.

Disclaimer:

"Janata Sahakari Bank Ltd., Punemay, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms and conditions as required or necessary, in relation to its products/services."