

Janata Sahakari Bank Ltd.,Amravati.

TERMS & CONDITIONS

The Terms and Conditions under which the ATM Card has been issued are mentioned below for your guidance.

- PIN:** The PIN used for withdrawing cash at ATM or for making payments at MEs/over online. The Cardholder acknowledges, represents and warrants that the PIN provides access to the designated 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 Bank for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. Bank 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 appropriate steps as mentioned in the Terms to maintain the security of the PIN. Bank may, in its absolute discretion issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by Bank from time to time, the Cardholder will not hold Bank liable in case of any improper/ fraudulent/unauthorized / duplicate/erroneous use of the Card and/or the PIN. Bank 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 Bank 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.
- Loss of Card:** Please keep a separate note of your Card number and the associated account number in a place readily accessible. The Cardholder should immediately block the Card through the available channels (i.e., through SMS,JSB Branch, etc.). If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through the respective Card network Global Emergency Assistance help lines; the charges for the usage of such services shall be borne by the Cardholder. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. Further, in the event, Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder.
- Replacement of the Card:** The Cardholder can give a written request to any JSB Branch regarding the loss of the Card and request for replacement Card. On receipt of the request, the Branch will arrange issuance of a new Card against the lost Card at a fee.
- Debiting Customer's account:** The Bank has the authority of the Cardholder to debit the designated account of the Cardholder for all withdrawals and payments effected by or purported to be effected by the Cardholder using the Card, as evidenced by the Bank's records, which will be conclusive and binding on the Cardholder. The Cardholder authorizes the Bank to debit the designated account with maintenance / service charges (if any) notified by the Bank from time to time. Please visit <http://janatabank.org> for the updated service charges.
- Transactions:** The transactions record generated by an ATM or POS terminal/e-Commerce will be binding on the Cardholder and it will be conclusive unless verified otherwise and corrected by the Bank. The verified and corrected amount will be binding on the Cardholder.
- Closing of Account:** The Cardholder wishing to close the designated account and surrender the Card will first have to give application in writing and surrender the Card along with the application.
- Validity of the Card:** The validity of the Card is printed on the face of the Card. The Card is valid through to the last date of the month of expiry.
- Renewal of Card:** The Bank will automatically renew free of cost the Card on the expiry and will send the Card to the customers registered address. Hence, it is to be ensured by the cardholders to update their KYC and registered address with the Bank as required from time to time to avoid rejection at the renewal and Card delivery failures. In case the renewed Card is undelivered to the customer's registered address due to any reason, then the Card will be sent to the home branch from where the customer has to collect the Card at a fee.
- Transaction Costs:** The Cardholder's account is liable to be debited with the additional cost for transaction(s) made at ATMs owned by the Banks other than the JSB beyond the permissible limits.
- Notification of Changes:** Bank shall have the absolute discretion to amend, delete or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect 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. Bank will communicate the amended Terms by hosting the same on the Bank's website or in any other manner as decided by Bank from time to time. The Cardholder shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as will be posted on Bank's website. Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.
- Governing Law and Jurisdiction:** Bank and cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. Bank may, however, in its absolute discretion commence any legal or proceedings arising out of these Terms and Conditions 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.
- Quality of Goods and Services:** Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the cardholder using Card, 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. Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The cardholder with the ME, must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the charges due to Bank and the Cardholder agrees to pay promptly such charges.
- Fees and Charges:** The annual fees for the Card will be debited to the primary account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The cardholder shall maintain at all times such minimum balance in the designated account, as Bank may stipulate from time to time. Bank 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 Bank (either directly or indirectly), Bank shall debit such charges, duty or tax against the cardholder's linked 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 designated account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the cardholder's designated account. The cardholder also authorizes Bank to deduct from his designated account, and indemnifies Bank against any expenses Bank may incur in collecting money owed to Bank by the cardholder in connection with the Card. Bank may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Bank may levy service and other charges for use of the Card, which will be notified to the cardholder from time to time. In the case of transactions entered into by the cardholder through his internationally valid Card, the equivalent in the currency in which the cardholder's designated account is held, along with processing charges, conversion charges, fees if any charged as per respective Card network regulations, any other service charges for such transactions shall be debited to the account linked with the Card held at Bank in India. The cardholder authorizes Bank to recover all charges related to the Card as determined by Bank from time to time by debiting the designated account linked with the Card. Details of the applicable fees and charges as stipulated by Bank will be displayed on the website and/or at the JSB Branches.
- Other important conditions governing the transactions:**
 - The Card service is meant for withdrawals/purchases against the balance already available in the designated account. It is the cardholder's obligation to maintain a sufficient balance in the designated account to meet the withdrawals and service charges.
 - The Bank reserves the right to introduce new facilities or remove existing facilities as and when warranted, without assigning any reasons thereof.
 - The Bank may, at its discretion, refuse any application for the Card without assigning any reason. Fees charged (if any) for the use of the Card are not refundable under any circumstances.
 - The Bank has the right to withdraw the privilege attached to the Card and to call upon the cardholder to surrender the Card through the merchant establishments, or their representatives or any other representative of the Bank, without assigning any reason.
 - Use of the Card shall be terminated without notice, upon receiving intimation of the death, bankruptcy or insolvency of the cardholder or on receipt of a letter from any one of the joint account holders changing the operative clause, receipt of an attachment order from a Competent court or revenue authority or from RBI due to violation of FEMA/Exchange Control Regulations, or for other valid reasons or when the whereabouts of the Cardholder become unknown to the Bank due to any cause attributable to the Cardholder.
 - The Bank is not responsible/liable for the failure of any ATM to dispense cash or if the customer is unable to withdraw cash due to any reason whatsoever or is unable to avail any facility mentioned herein.
 - The Bank is not responsible/liable for the failure of any transactions made at merchant establishments or online due to any reason whatsoever or is unable to avail any facility mentioned herein.
 - The Bank is not responsible for the refusal of any ME to accept or honour the Card, nor shall it be responsible in any respect for the goods or services supplied to the cardholder. The cardholder shall handle or resolve all claims or disputes directly with such establishments and no claim by the cardholder against the MEs is subject to a set off or counterclaim against the Bank. The cardholder's designated account will be credited only on receipt of money from the ME or the acquirer. The cardholder will collect the cardholder's copy of the transaction receipt from MEs and will preserve the same for his/her personal record.
 - The Bank, at its discretion, will approve/reject any Card transaction.
 - A transaction put through by utilizing the Card at an ATM or POS terminal shall be binding upon the customer.
 - The Cardholder should not countermand an order which he has given by means of his Card.
 - The Bank shall not be liable for any loss caused by a technical breakdown of the payment system.
 - The Card is the property of the Bank and will be returned by the Cardholder unconditionally and immediately to the bank upon request by the Bank. The Bank reserves the right to cancel the Card and stop its operations unilaterally without assigning any reason. The decision of the Bank is conclusive and binding upon the Cardholder. The Card is non-transferable.
 - The Cardholder may discontinue/ terminate the Card anytime by a written notice to Bank accompanied by the return of the Card cut into two pieces diagonally. Bank may at any time, with or without notice, as to the circumstances in Bank's absolute discretion require, terminate the Card.

Applicant's Signature :

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