

SMS Banking Terms & Conditions

Application for SMS Banking

1. Eligible customers of the Bank who desire to avail the SMS Banking services should submit an application in the form prescribed herewith duly completed, at the branch of the Bank, where the customer has his primary account.
2. Customers of the Bank shall be allowed to use the facilities only after his/ her/ their application has been processed and the information furnished is registered with the Bank. The processing of the application form shall be completed in maximum 3 days from the date of submission of the application.
3. Customer will be able to avail the services after the activation is done by the Bank.
4. The Customer undertakes that he/ she shall provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times including for the purposes of availing of the Facility. Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer.
5. The Bank shall have the right to reject the application of any person without assigning any reasons.
6. Customer will not raise any type of objections if Bank sends SMS to 'Do Not Disturb' subscribed customers once he/she registers for SMS Banking Services.
7. Customer will not have any objections as the SMS Banking services will be applied to all accounts linked for customer's CIN (Customer Identification Number) by default. Customer will have to intimate branch officials for removal of other linked accounts, if any.

Eligibility

1. Any customer having valid account with Bank is eligible for SMS banking services.

Authorization & Disclosure

1. The Customer expressly authorizes the Bank to disclose to the mobile service provider all user information in its possession, as may be required by them to provide the services to the Customer.
2. Customer authorizes Bank to send any message such as promotional, greeting or any other message that the Bank may consider appropriate to the Customer. The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential customer information.
3. User of SMS Banking acknowledge and agree that Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all the facility or any functions at the discretion of the Bank.

Customer Responsibility / Liability

1. The Customer is responsible for the accuracy of any information provided by the Customer in his / her application for availing the SMS Banking services.
2. In case the Customer observes any error in the information provided by the Bank through these facilities, the Customer shall immediately inform the Bank. The Bank will make the best possible efforts to rectify the error as soon as possible.
3. The Customer agrees that the account / details provided by the Bank through these facilities shall be prepared by electronic means and the Bank shall not be responsible for any incorrect information.
4. The Customer is responsible for intimating to the Bank any change in his phone number/ SIM Card/ e-mail address or account details and the Bank will not be liable for any error in sending Alerts/ Statement or other information over the Customers mobile phone number/ email address recorded with the Bank.
5. The Customer assumes responsibility for all transaction in his / her account emanating from his mobile phone.
6. The Customer shall immediately inform the Bank, in writing, to suspend his service, if his mobile is lost or has been allotted to another person or e-mail address is no longer valid.
7. The Customer must not leave mobile phone unattended or permit any person access to his mobile phone in such a manner that he may access unauthorized security code for facility, whether with or without customer consent. The Customer irrevocably and unconditionally authorizes Bank to access all his accounts for affecting banking or other transactions of the customer through the SMS Banking services. The Customer further authorizes Bank to share the account information with third party for the purpose of accepting / executing request of the customer for providing SMS Banking facility.

Indemnity

1. Bank shall not be responsible for any failure on part of the Customer to utilize the Facility due to the Customer not being within the geographical range within which the Facility is offered.
2. The Bank does not warrant the confidentiality or security of the messages / mails whether personal or otherwise transmitted through the Facility. Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.
3. The Customer agrees to indemnify the Bank for any loss occurring due to the customer permitting any other third party to use these facilities or to have the access to his mobile phone / email or leaving the mobile phone unattended or due to loss of mobile phone.
4. The Bank does not guarantee the performance of the system and network and shall not be held liable for any loss or damage whatsoever suffered or incurred by the Customer resulting from the services.
5. Bank shall not be responsible for any loss or damages arising directly or indirectly as a result of malfunctioning / failure of the machine or services.

Fees

1. At present the SMS banking facility will be given free of cost to the Customers. Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the services, with or without notice to the Customer. Said fees will be debited to the account of customer on a monthly basis or periodicity decided by the Bank.

Termination

1. The Customer can terminate the SMS Banking / Alert facility at any time by giving a written notice of at least 15 days to the Bank.
2. The Bank may withdraw the SMS Banking / Alert facility at any time with or without giving any notice to the Customer.
3. The closure of any account of the customer in the Bank or surrendering of mobile phone connection by customer or disconnection of mobile phone by the service provider may result in stoppage of services for the closed accounts or automatically terminate the service completely.
4. Bank reserve rights to offer SMS Banking services to select Account Types at any time with or without giving any notice to the Customer.

Operations

1. Customer agrees that identifying the correct Identified Mobile Phone Number is enough to confirm the identity. The Bank is authorized to implement customer's instruction (through correct Identified Mobile Phone Number).
2. The Bank is authorized to charge any captioned transaction fee from Customer's account after receiving transaction instruction through the Service.
3. Customer is not able to override the instruction after it's sent out through the Service.
4. If Customer requires the Bank to override his/her instruction after his/her submitting the instruction, the Bank may execute the request in terms of the judgment of the Bank and regarding the system feasibility. The Customer agrees that he/she will be responsible for any costs incur to the Bank as a result.
5. The Bank may, when it believes it is justified in doing so:
Refuse to execute the instruction submitted through the Service; or
Require Customer to submit a written confirmation regarding the special instruction.
6. If the Bank comes to believe receiving any unauthorized instruction from its perspective, the Bank is entitled to check whether the instruction is authorized by Customer or not through proper methods. If any unauthorized instruction is discovered, the Bank is legitimated to override the transaction related to the instruction. The Bank is not accountable for the loss of Customer due to such overriding.
7. When Customer sends a transaction instruction through the Service during the non-business hours, this instruction will be conducted during next business day.

From time to time the Bank may advertise its own products and services, through the Service. If, in connection with other agreements with the Bank, Customer has asked the Bank not to send him/her any marketing material (or if he/she does so in the future), the Customer agrees that this restriction will not apply to these advertisements.

The Validity of the Terms

1. If anyone or part of the above terms proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.
2. The Bank believes the above mentioned terms are fair. If anyone or part of them proves to be not legally valid because it is unfair or for any other reason, the Bank is entitled to change the term in a way that makes it fair and valid.
3. If one of the above mentioned terms is unenforceable against one of the customers signing the Terms, this will not in any way affect the enforceability of that terms against the other signatories.
4. If the Bank waives any of the above mentioned terms once, this may be on a temporary basis or as a special case only. Such waiver will not affect the Bank's right to enforce that term strictly at any other time.

Amendments

The Bank may revise the above mentioned Terms and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms shall take effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank considers proper, and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

The Bank shall under no circumstances be responsible or held liable to the customer if the SMS Banking Services does not function in the desired manner for whatsoever reason or if the SMS Banking Services are disrupted or if the same malfunctions or if the SMS Banking Services does not work due to power or technical failure or any other circumstances beyond the control of the Bank or any other reason. The Bank shall not be liable for any consequent direct or indirect loss or damage arising therefrom.

These terms and conditions together with the application made by the Customer and as accepted by the Janakalyan Sahakari Bank Ltd. shall form the contract between the Customer and Bank, and shall be further subject to such terms as Bank may agree with any other third party providing such services to Bank which shall facilitate providing of the Facility by Bank to the Customer. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing any Account of the customer and / or any other product / services provided by the Bank to him. Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

Disclaimer:

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

I/ We have read, accepted the above Terms & Conditions and I/ We will abide by the said Terms & Conditions for SMS Banking Facility.

Signature of the Applicant