

## Terms and Conditions: -

I/we agree to abide by the The Ajara Urban Co-Op Bank Ltd (here as referred as Bank) Bank's Terms and Conditions and rules in force and the changes there to in Terms and Conditions from time to time relating to my/our account as communicated and made available on the Bank's website.

I/we agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.

I/we agree that the bank before opening any deposit account, will carry out a due diligence as required under Know Your Customer guidelines of the bank and RBI. I/we would be required to submit necessary documents or proofs, such as identity, address, photograph and any such information to meet with KYC, AML or other statutory/regulatory requirements.

Further, after the account is opened, in compliance with the extant regulatory guidelines, I/we agree to submit the above documents again at periodic intervals, as may be required by the Bank.

I/we agree that, under normal circumstances, the bank has the liberty to close my account at any time. However, if the Average Monthly/ Quarterly Balance, is not maintained, the Bank reserves the right to close my account without giving any prior notice.

I/we agree that the Bank can at its sole discretion, amend any of the services given in my/our account either wholly or partially at any time and/or provide an option to me/us to switch to other services.

I/we agree that any change in my/our account status or change of address will be immediately informed to the Bank failing which I shall be responsible for any non-receipt of communication/deliverables or the same being delivered at my old address.

I/we agree that all instructions relating to my/our account will be issued to the Bank as per acceptable mode of communication to the Bank.

I/we agree to preserve my cheque book/ATM Card carefully. In case of loss/theft of the same I/we shall immediately inform the Bank in writing.

I/we agree that I/we will maintain the minimum balance in my account as prescribed by the Bank from time to time.

I/we agree that I/we shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank may levy with respect to my/our account or any transaction or services rendered and the same may be recovered by the Bank by a debit to my/our account. I/we agree and acknowledge that in case of

non-availability of adequate funds the charges will be debited to the account over a period of time till the entire amount is recovered.

The Bank reserves the right to refuse Chequebooks, Adhoc Statements, Phone Banking, Net Banking IPINs, Debit/ATM Cards & PINs to the customer, in case the Average Monthly/ Quarterly Balance in the account is not maintained.

I/we agree that I/we shall not pay any amount in cash to any Bank Representative of the Bank at the time of opening an account or carrying out any transaction in the normal course of the business. I/we agree to deposit cash only at the Bank's teller counters at the branch premises.

I/we agree that the Bank will send me communications / letters etc. through courier / messenger/mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising there from.

I/we agree and acknowledge that in the absence of my/our specific instructions to personally collect from the Branch, the cheque books, PhoneBanking, NetBanking IPINs, Debit/ATM Cards & PINs will be dispatched by courier/messenger/mail or through any other mode by the Bank at its discretion to the address notified by me/us for correspondence.

I/we agree that the Bank will, unless requested by me/us in writing to the contrary, issue cheque book on the opening of my/our account. Further issue of cheque books will be only against written requisition by me/us or through ATM, PhoneBanking .

I/we agree that an account may be opened on behalf of a Minor by his natural guardian or by a guardian appointed by a court of Competent Jurisdiction. The guardian shall represent the Minor in all transactions of any description in the above account until the said Minor attains majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease.

The guardian agrees to indemnify the Bank against the claim of above Minor for any withdrawal/ transactions made by him in the Minor's account.

I/we agree and undertake to ensure that there would be sufficient funds/cleared balance/pre- arranged credit facilities in my account for effecting transactions. I/we agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of my/our instructions due to inadequacy of funds and the Bank can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds without prior approval from or notice to me/us and I/we shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby at prime lending rate applicable from time to time. I/we agree that frequent dishonour of cheques or high value cheque returns due to insufficient funds may lead to discontinuation of cheque books / closure of bank account.

I/we agree that in the event of an account being overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of my accounts.

I/we agree that the transactions conducted by me/us at the BC counters shall be reflected in the bank's books latest by the next working day.

I/we agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.

I/we agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of:

For participation in any telecommunication or electronic clearing network

In compliance with a legal directive

For credit rating by recognized credit rating agencies

For fraud prevention purposes

To credit information bureaus.

I/we Disclosure of Information to Credit Information Companies: I/we, the undersigned, declare, confirm and consent to The Ajara Urban Co-Op Bank Ltd ("Bank") and its service providers, as under:

1) I/we hereby confirm that am/are a major and a resident of India and I/we have read and I/we hereby accept the Privacy Policy of the Bank available at <https://ajarabank.com/>.

I/we seek from the Bank various financial assistance, other products and services for which I/we may be found eligible by the Bank from time to time, at any time in future, including after closure of any of my/our existing or future relationships, accounts, products, facilities, loans, services with or from the Bank from time to time, for which purpose I/we authorise the Bank to share any of my/our Information (as defined hereinafter) with any credit information companies and obtain various scores, reports and information for determining my/our credit worthiness from them, and accordingly to contact me/us or cross sell to me/us from time to time.

I/we hereby further expressly consent to and authorise the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to my/our application details, personal data and sensitive information about me/us, information, papers and data relating to know your customer (KYC), credit information, and any other information whether about me/us or not as may be deemed relevant by the Bank for its purposes (collectively, "Information"):

- 3) to collect the Information from me/us and other physical or online sources including accessing the same from credit information companies, information utilities, websites, data bases and online platforms (whether public or not); to get the authenticity, correctness,

adequacy, etc. of the Information verified from any sources and persons including from online data bases; and to act for and on my behalf for such accessing, collecting or verifying of the Information including using my/our log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to me/us;

- 4) process Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;
- 5) to store the Information for such period as may be required for contract, by law or for the Bank's evidential and claims purposes, whichever is longer;
- 6) to share and disclose the Information to service providers, consultants, credit information companies, information utilities, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per the consent;
- 7) any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent.

I/we expressly agree to and subject me/us to the automated processing, automated profiling and to the automated decision making by or on behalf of the Bank.

I/we expressly agree to the Bank and/or its affiliates for using the information and for cross-selling to me/us their various products and services from time to time

#### Force Majeure:

The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these Terms and Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer

hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

**Indemnity:**

I/we agree that I/we shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence/mistake/misconduct on my/our part or breach or non-compliance by me/us of any of the Terms and Conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action on any instruction given by me/us.

**Right of Lien/Set off:**

I/we hereby grant and confirm the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with me/us, at its sole discretion and without notice to me/us utilize to appropriate any moneys belonging to me/us and lying/deposited with the Bank or due by the Bank to me/us, towards any of the Bank's dues and outstandings under or in respect of a loan facility, including any charges/fees/dues payable under these Terms and Conditions..

**Miscellaneous:**

Failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement there of at any subsequent time.

**Governing Law:**

All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Kolhapur only. These Terms and Conditions and/or the operations in the accounts of the customer maintained by the Bank and/or the use of the services provided by the Bank shall be governed by the laws of the Republic of India and no other nation. The customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Kolhapur, India as regards any claims or matters arising under these Terms and Conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

Should I/we have any complaint relating to the features of any of the products/services of the Bank that I/we hold/avail of, I/we am/are aware that I/we can approach the Grievance Redressal Cell within the Bank at for a resolution and if I/we do not get a satisfactory response within 30 days of lodging the complaint, then, under the Banking Ombudsman Scheme 2006,I/we can approach the Ombudsman appointed by the Reserve Bank of India, in charge of the region where I/we hold my/our account, details of which are available at [www.bankingombudsman.rbi.org.in](http://www.bankingombudsman.rbi.org.in)

In case there are no transactions initiated by me / us in the account for a continuous period of two years for Savings Account and Current Account (excludes system generated transactions like credit interest, debit interest), I / We agree that the account would be treated as a 'Dormant' Account & will be blocked for any Debit transaction for Account safety by the Bank. I/We agree that the account status would change to 'Active' only on my/our ( all joint holders) written instruction in this regard and by initiating a transaction by me / us at the home branch. I/We understand that until the account status is 'Dormant', transactions through Direct Banking Channels like ATM, Net Banking, Phone-banking may not be allowed by the Bank.

I/We agree that, in case I/we have issued single cheque/instruction, for debit to my/our account, for issuing more than one Demand Draft/Pay-order, then the same will reflect as multiple debit entries in my/our account

Bank shall be entitled at its discretion to engage/avail of, at the risk and cost of the customer, services of any person/third party service provider/agent/agency, for anything required to be done for/in relation to/pursuant to any of the products/services offered, including collections, recovery of dues, enforcement of security, getting or verifying any information of the customer/assets, and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as the Bank may deem fit.

The Bank shall have the right to not return the application, the photographs, information and documents submitted by the customer. The Bank shall, without notice to or without any consent of the customer, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to customer including personal information, details in relation to documents, products/services offered, defaults, security, obligations of customer, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/ statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/subsidiaries/ affiliates/rating agencies, service providers, other banks/financial institutions, any third parties, any assignee's/potential assignee's of transfers, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/Bank/RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the customer waives the privilege of privacy and privacy of contract. The Bank shall have the right, without notice to or without any consent of the customer, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, customer's employer/family members, any other person related to the customer, to obtain any information for assessing track record, credit risk, or for

establishing contact with the customer or for the purpose of recovery of dues from the customer.

In case any personal information or sensitive information is collected by the Bank, the same shall be dealt with in accordance with the privacy policy of the Bank which is available on the website of the Bank at <https://ajarabank.com>

Bank reserves the right to record telephonic conversations with customers for quality control purposes.

Notwithstanding the documentation and account opening form provided, the bank reserves the right to accept / reject your application. The Bank's decision in this regard would be final.

Any loans/facilities, other banking products, may be made available through the internet banking platform or any similar platform of the Bank (platforms through which the customer/ borrower can access/monitor the account by use of the customer/log-in id and password) and the Bank may use such platform for providing the customers/borrowers the facility to complete online application as well as enter into/make the loan documents online. Every usage and operation of the internet banking or any such other platform using such customer id and password, including in cases of online loan processes from time to time, should be deemed to be usage and operation personally by the customer/borrower himself and in physically and mentally stable state notwithstanding any loss, theft, hacking etc. of the password; and that the Bank shall not be required to check the identity of the person operating the internet banking account at any point of time or his mental or physical stability.

Voluntary Consent for Aadhaar:

"I/we hereby submit voluntarily at my/our own discretion, my/our Aadhaar number as issued by Govt. of India, to The Ajara Urban Co-Op Bank Ltd and voluntarily give my/our consent to open account with The Ajara Urban Co-Op Bank Ltd in my/our individual capacity using my/our Aadhaar number and / or as an authorized signatory in non- individual accounts and; to use my/our Aadhaar details for authentication with UIDAI. The consent and purpose of collecting Aadhaar has been explained to me/us in local language. The Ajara Urban Co-Op Bank Ltd has informed me/us that my/our information submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law."

Voluntary Consent for Aadhaar Authentication:

I/we hereby submit voluntarily at my own discretion my/our Aadhaar number issued by UIDAI, to The Ajara Urban Co-Op Bank Ltd and voluntarily give my/our consent to use my/our Aadhaar number for e-KYC authentication with UIDAI as per Aadhaar Act, 2016; for the purpose of Account opening and Aadhaar linking

and/or specified instructions on my/our The Ajara Urban Co-Op Bank Ltd account in my/our individual capacity and / or as an authorized signatory in non-individual accounts.

I/we, holder of the Aadhaar number, hereby voluntarily give my/our consent to The Ajara Urban Co-Op Bank Ltd to obtain and use my/our Aadhaar number, Name and Fingerprint/Iris and my/our Aadhaar details for authentication with UIDAI as per Aadhaar Act, 2016 and all other applicable laws. The Ajara Urban Co-Op Bank Ltd has informed me/us that basis the voluntary consent given by me/us while submitting my/our Aadhaar number to The Ajara Urban Co-Op Bank Ltd, my/our Aadhaar details and identity information would only be used for e-KYC purpose, demographic authentication, validation, OTP authentication including; for availing banking services, operation of my/our accounts / relationships and for delivery of subsidies, benefits and services and / or any other facility relating to banking operations. The Ajara Urban Co-Op Bank Ltd has informed that my/our biometrics will not be stored / shared and; will be submitted to Central Identities Data Repository (CIDR) only for the purpose of authentication. The Ajara Urban Co-Op Bank Ltd has informed me/us that this consent given by me/us voluntarily and my/our Aadhaar number will be stored along with my/our account details within the bank. I/we have been explained about the nature of information that may be shared upon authentication. I/we also authorize The Ajara Urban Co-Op Bank Ltd to link and authenticate my Aadhaar number to all my/our accounts /relationships with the Bank as may be opened in future.

I/we have been given to understand that my/our information submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. I/we hereby declare that all the information voluntarily furnished by me/us is true, correct and complete. I/we will not hold The Ajara Urban Co-Op Bank Ltd or any of its officials responsible in case of any incorrect information provided by me/us. The above consent given by me/us voluntarily and purpose of collecting Aadhaar has been explained to me/us in my/our local language.

#### Voluntary Consent for Aadhaar in Regional Languages

- 8) In the event of non-maintenance of minimum balance, the bank will notify the customer by SMS/e-mail/ letter etc. that in case the minimum balance is not restored in the account in the subsequent month, non-maintenance of minimum balance, charges will be applicable till such time the minimum balance is restored. The Bank will notify the customer in the initial month only in case of non-maintenance of minimum balance and no further intimation will be given in consecutive months if minimum balance is not maintained. It will be the responsibility of the customer to ensure that his valid e-mail ID, mobile number and address is updated with the Bank at all times, failing



Which customer may not receive the notification(s).

Any update with respect to demographic- details (mailing Address, mobile no, email ID, Home Phone & Office Phone) on savings/current account will also be updated in assets and credit card relationship, if any.

Accounts with Nil balance and no transactions for 6 consecutive months will be weeded out by the bank without any further intimation to the customer.