SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

Page 1 of 3

THE JINL CMS LTD.

#### **Current Account – Most Important Terms & Conditions**

This website <u>https://www.jinlindia.com</u> ("Website") and the relevant App is owned and operated by THE JINL COOPERTIVE MULTIPUPOSE SOCIETY LIMITED (referred to as "Company" and hereinafter also indicated by "THE JINL CMS LTD" and JINL, Society "us", "we" or "our").

I understand that, as a Customer of THE JINL CMS LTD, I am/ we are subject to the Terms and Conditions (T&C) and rules of the Society in force, and the changes made thereto from time to time, as communicated and made available on the Society's website, and agree to abide by them. Any changes to the T&C will be available on the website <u>www.jinlindia.com</u> only.

Account opening and maintenance: I/We understand and agree that all services, including opening and maintenance of the account with THE JINL CMS LTD, are subject to extant rules and regulations of Registrar Cooperative Society of Haryana and Reserve Bank of India as well as the Terms & Conditions and internal guidelines prescribed by THE JINL CMS LTD from time to time.

I / We understand that the Society before opening any account will carry out a due diligence as required under Know Your Customer Guidelines of the Society and I / we would be required to submit duly filled and signed-in Account Opening Form along with necessary documents, proofs and information as sought by the Society.

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

I / We understand and agree that notwithstanding the documents and account opening form provided, the Society reserves the right to accept / reject my / our application and the Society's decision in this regard will be final.

I / We understand and agree that in the event this account is not opened, and I / we have initially funded the account in cash for Rs. 20,000/- or more, the amount will be refunded to me / us in the form of a DD/PO only.

**Customer / Account Information:** I/We agree that any change in my / our business details, address, telephone numbers, signatories, etc. will be immediately (not later than 2 weeks) informed to the Society, along with documentary proofs as required.

I / We understand and agree that all information provided by me/us of any nature (including personal & sensitive information) will be used in the provision of services or facilities, facilitation of transactions, providing information and updates (including value-added services), research and

SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

analytics, credit scoring, verification, participating in telecommunication or electronic clearing network as may be required by law/customary practice by the Society.

I / We agree that all information provided by me/us of any nature (including personal & sensitive information) can be shared with agencies/service providers, who have an agreement with THE JINL CMS LTD for business purpose, on need-to-know basis. THE JINL CMS LTD shall remain committed to comply with the rules and regulations as applicable from time to time in this context in accordance with the Society's Privacy policy. If at any time I/we intend to revoke my / our consent to the sharing of the data, the products / services available to me/ us, pursuant to the consent provided earlier, shall no longer be available to me/us, and I/we shall be required to initiate closure of such products / services.

I / We understand that THE JINL CMS LTD or its officers will never seek sensitive information such as my /our Internet Banking Login ID, Password, Credit/Debit card numbers, Account number/ details etc. over phone or through email or SMS. In case I / We receive a message of this type or telephonic call that appears to be from THE JINL CMS LTD, or related to an THE JINL CMS LTD product or service, I/ We will not respond and report the same to the nearest THE JINL CMS LTD Branch or 24X7 Customer Care Number.

**Services:** I/We understand and agree that all services / facilities will be provided by THE JINL CMS LTD on a best effort basis. The complete list of services available to me/us will be available on Society's website **www.jinlindia.com**.

I / We understand and agree to that the Society can at its sole discretion, amend any of the services
/ facilities given in my / our account either wholly or partially at any time by giving me / us at least
30 days' notice and / or provide an option to me to switch to other services /facilities.

I / We understand and agree that the Society shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any 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 Society.

**Fees & Charges:** I/We understand and agree to that I / we shall be liable to pay all charges, fees, interest, costs wherever applicable, which Society may levy with respect to my / our account or any transaction or services rendered and the same maybe recovered by the Society by a debit to my / our account. The Schedule of

Charges will be made available on the Society's website **www.jinindia.com** Service Taxes and other statutory imposts, as applicable from time to time, will be levied on all fees.

**Change in Fees & Charges:** I/We understand and agree that any change/discontinuation of Fees & Charges, Services etc. will be intimated to me at least 30 days in advance through letter/SMS/website/email or other means of communication. However, if any change is made without prior notice, I would be notified of the same within 30 days. If I opine that, the said change is not to my benefit, I may, within 60 days of the notice, close my account or switch to any other eligible account, without having to pay the revised charges/interest.

SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

**Recovery of Fees, etc.:** If no funds are available in the account to pay fees/charges, I/we authorize THE JINL CMS LTD to set off any available credit, including amounts flowing into the account from collection proceeds or any deposits held in my name.

**Authorization to reverse erroneous entries:** I/We understand that the Society has the authority to debit my/our Account/s to recover any amount credited by the Society erroneously. I/We declare that I/We will not utilize the amount or make the loss good to the Society in case of any wrongful gain/credit by any means in my account which I/We am/are not entitled to.

**Interest Payment:** I/We understand that, in Current Accounts, no interest shall be paid on the balance maintained in the account.

**Transactions:** I / We understand and agree that as per extant Reserve Society of India guidelines, opening of any current account requires declaration of existing credit facilities with any of the Society's branches or any other Society. I / We shall declare details of any such Credit facilities enjoyed with any Society in the Account Opening Form and undertake to obtain the requisite No Objection Certificate (s) from such Society(s) and submit the same to THE JINL CMS LTD before the account gets opened. Any transactions undertaken from this account, shall be in compliance of all the FEMA rules, regulations or notifications thereunder.

SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

Page 2 of 3

I/ We understand and agree that the current account should be used to route transactions of Bonafide business/ commercial nature. If the Society at any stage finds that the Current Account is being used either for the purpose for which it is not allowed or for the purpose of routing transactions which are dubious or undesirable, the Society reserves the right to close such Current Account, without any prior notice. I / We understand and agree that all instructions, both financial and non-financial in nature (eg: Issuance of Cheque book/card, financial transactions, change in personal details etc.), relating to my / our account will have to be intimated to the Society by me / us only through channels authorized/ approved by the Society. Such channels will be specified by the Society, based on prevailing regulatory guidelines, etc. The Society will not normally act on instructions that do not come in through the authorized channels, but reserves the right to act upon the same, at its sole discretion, under extraordinary circumstances.

I/ We agree to repay to the Society on demand, unconditionally, the amounts of overdrafts that the Society may grant to me from time to time, together with interest accrued thereon. I agree that this does not imply that the Society is bound to grant me any credit facility whatsoever.

**Channel facilities:** I/we understand that in case channel facilities provided by THE JINL CMS LTD is /are availed by me then, THE JINL CMS LTD is not liable for fraud in the event of disclosure of sensitive information such as passwords, PINs, or IDs by me/us to third party/s or unauthorized use thereof.

I/we also undertake to inform the Society immediately in case of loss of Cheque leaf(s), Credit/Debit Card(s) linked to my/our account. Society will record and accept instructions from the drawer for stopping payment requests against cheque/s that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by the Society, prior to presentment of such cheques at the Society or in the case of e-cheques, only if the stop payment requests are logged prior to payment of moneys against the same, and Society shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to Society prior to receipt of instructions, if any, from the drawer of the cheque/s or in the case of e-cheques, if the stop payment requests are logged after payment against such cheques has been initiated by Society. Society may charge Service charge for such countermanding instructions.

If for whatever reasons the Account has a debit balance, I/We shall pay interest and other charges in accordance with Society's prevalent rates and practice. Any temporary overdraft in the Account should be construed as a one-time facility only and not a continuous arrangement unless agreed by the Society otherwise.

SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

**Dispute Regarding Transaction:** Unless I/We report a problem/unsatisfactory transaction/error within Seven (07) days of such transaction/occurrence, the same shall be deemed to be accepted by me/us.

**Deposit Insurance:** I/We understand that the deposits of the Society are insured with DICGC and in case of liquidation of the Society, DICGC is liable to pay each depositor through the liquidator, the amount of his deposit up to Rupees Five lakh within two months from the date of claim list from the liquidator. I/we understand that further details are available on www.dicgc.org.in

**Monthly Average Balance:** I/We understand that Current Account schemes have a minimum Monthly Average Balance requirement stipulated by the Society. I / We agree that I / we will maintain the minimum balance in my / our account as prescribed by the Society from time to time.

I/we agree that in case of non-maintenance of desired MAB (Monthly Average Balance), the Society shall have discretion to levy charges as prescribed from time to time and downgrade the account to appropriate product variant in line with the MAB maintained hitherto. Downgrade of account due to non-maintenance of desired MAB may be carried out without any prior notice. Charges for non-maintenance of MAB will be applicable from 2nd month i.e. the month following the month in which the account was opened. Charges will be applied after completion of the month for non-maintenance of MAB.

**Re- submission of KYC documents:** I/We agree that as and when requested by Society, KYC documents shall be provided by me/us.

**Inoperative /Dormant Accounts**: I agree that accounts in which there are no operations (i.e., no credit or debit transactions other than crediting of periodic interest or debiting of service charges) for more than 24 months may be categorized as 'Inoperative accounts.

**Transaction(s) Restricted**: I/We authorize the Society to restrict transaction (s) in my / our account in the following circumstances under intimation to me/us (a) Balance in the account remaining zero for consecutive 3 months or more. (b) No transactions induced by me/us in the account for a period of 2 years or more. (c) When a minor, who is the holder of the account, attains majority. (d) If it is suspected by the Society that transactions in my/our account are not initiated by me/us (the Society will not assume any liability for the transactions already executed).

I/We understand and agree that the Society may freeze transactions in my/our account without notice, if it is suspected that my account is being misused as a channel for unauthorized money pooling or a conduit for any illegal activity.

Account Closure: I / We agree that, under normal circumstances, the Society has the liberty to close my account at any time by giving me at least 30 days' notice and remit to me / us the balance, lying in the account, net of all charges and out-of-pocket expenses, by means of a DD sent to my/our address as available in Society's record. Without in any way limiting the right of the Society to close my / our account for any reason it deems fit, I/we authorize the Society to close my/our account in the following circumstances, under intimation to me/us (a) High occurrences of dishonoured payments from my/our account (b) If the Society is not able to verify my/our identity/obtain the necessary documentation either because I/we don't cooperate or if the data/information provided

SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

by me/us is not reliable and **(c)**In the event of inappropriate behaviour/gross misconduct by me / us or my / our representatives in the Society premises.

I/we agree that in case of joint accounts, the closure request is to be signed by all the joint signatories. Service charge at prescribed rate as applicable, may be recovered as per Society's schedule of charges during closure of account(s).

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

**Force Majeure:** The Society shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Society to perform any of its obligation under these Terms & Conditions or those applicable specifically to its services / facilities if performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

I /We understand that these terms and conditions and /or the operations in my/our account(s) maintained by THE JINL CMS LTD and or the use of the services and products offered by the Society shall be governed and be subject to laws of India including rules, regulations, guidelines, circulars and notification issued by applicable regulators including the Reserve Society of India and Securities & Exchange Board of India from time to time.

I / We have read and agree to the above stated terms and conditions.

#### Signature/ Thumb Impression of Account Holder(s)/Seal:

Date:

Place:

SCO 88,2<sup>nd</sup> Floor, Huda Market, Sector 12A, Old Delhi Gurgaon Road, Gurugram, Haryana 122001 Website <u>www.jinlindia.com</u>, E-mail ID: <u>admin@jinlindia.com</u>,

Page 3 of 3