

**JK Bank  
Website User Agreement  
(User Terms of Service)  
(UTOS)  
December 19 , 2011**

Please read the following Website User Agreement carefully before using this website.

This Website User Agreement (available at JK BANK websites thereafter referred to as "UTOS") describes the terms and conditions and rules, as maybe amended and supplemented, from time to time which shall be applicable to the access and use of all the websites of J&K bank Ltd, and various other URLs channelized through J&K Bank Websites by you, the visitor/user ("YOU") of the website. If YOU do not accept the terms of this user agreement, YOU may not use this website.

This agreement Constitutes a binding contract between YOU and J&K Bank("JK Bank"), with regard to the access and use of the websites

**Access of the WEBSITE by YOU constitutes an acknowledgement and acceptance in full and without any modification and/or exception by YOU of this Agreement. If YOU do not agree with any part of such terms, conditions and notices as stated in this Agreement in any manner, YOU must not access the WEBSITE**

**Use of Materials, Restrictions, Copyrights**

All viewable content viewed on this website including but not limited to text, images, photography, artwork, web pages, graphic design, virtual tours and video (hereinafter "MATERIAL") displayed on this WEBSITE and/or stored in JK BANK computer servers and/or databases are either owned or copyrighted by JK BANK, their advertisers and/or by others. Except as stated herein, none of the MATERIAL on WEBSITE may be saved, downloaded, copied or reproduced in any form including but not limited to electronic, digital, mechanical and/or photocopying without the prior written consent of JK BANK. All MATERIAL is for viewing purposes only. No permission is granted to download and/or save MATERIAL to computer storage devices.

Permission is granted to YOU to print the web pages on WEBSITE providing (i) you print only one copy, (ii) the MATERIAL contained within such web pages will be used for your non-commercial personal use only, (iii) all copyright and proprietary notices are printed on the copies, and (iv) you do not distribute the copy in whole or in part to any third party or entity. This permission terminates automatically if you breach any of these agreement terms and conditions. Additionally the MATERIAL on this website is not to be saved, downloaded, distributed or stored on any non-JK BANK owned Internet computer servers.

**Compliance With Local Laws**

JK BANK makes NO representation that the materials and MATERIAL contained in this website are legal in all jurisdictions. YOU the user are responsible to ensure that viewing the MATERIAL and materials in this website is in compliance with applicable local and state laws.

**MATERIAL & Material Accuracy**

YOU the user acknowledge that the MATERIAL viewed in this WEBSITE has NOT been reviewed by JK BANK for completeness or accuracy. JK BANK, their licensors advertisers and/or others are NOT responsible for typographical errors or omissions of any kind found in the MATERIAL, including, but not limited to, prices, menus, hours, driving directions, recipes, description, coupons, entertainment information, for any listed and/or advertised business on WEBSITE. The information for each business is provided for informational

purposes only. YOU, the user, bear the entire risk of using the MATERIAL displayed of this WEBSITE. All MATERIAL on this website is subject to change, without notice.

### **License of Content to JK BANK**

By uploading content to or submitting any information through the JK BANK Web Site, you grant JK BANK a worldwide, royalty-free, irrevocable, non-exclusive right and license, to use, reproduce, modify, adapt, publish, or incorporate such materials into any form, medium, or technology now known or later developed. If JK BANK requests information, you agree to provide JK BANK with accurate and complete information and to inform JK BANK as often as necessary, of any changes to that information. You agree that you shall have no recourse against JK BANK for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us, notwithstanding that JK BANK's use of any information you submit shall be governed by JK BANK's Privacy Policy.

### **Errors and Corrections**

JK BANK does not represent or warrant that the JK BANK Web Site, its content or any information accessible through the JK BANK Web Site will be (i) error-free, (ii) free of viruses or other harmful components, (iii) correct, accurate, timely, or otherwise reliable, (iv) corrected or updated; or (v) always accessible. JK BANK may make improvements and/or changes to features, functionality or content at any time.

### **Hyperlinks**

The WEBSITE may contain links to other websites or may contain features of any nature on other websites ("Hyperlinks"). The Hyperlinks are not under the control of JK Bank or the WEBSITE and JK Bank is not responsible for the contents of any Hyperlink, including without limitation any link or advertisement contained in a Linked Site or any changes or updates to a Hyperlink. JK Bank is not responsible for any form of transmission, whatsoever, received by YOU from any Hyperlink. JK Bank is providing these Hyperlinks to YOU only as a convenience, and the inclusion of any Hyperlink does not imply endorsement of any nature by JK Bank or the WEBSITE of the Hyperlinks or any association with its operators or owners including the legal heirs or assigns thereof.

JK Bank is not responsible for any errors, inclusions, omissions or representations on any Linked Site, or on any Hyperlink contained in a Linked Site. JK Bank does not endorse any advertiser on any Linked Site or on any link contained in a linked Site, in any manner. The user is requested to verify the accuracy of all information on his own before undertaking any reliance on such information.

### **Communications & Privacy (JK BANK's Privacy Policy)**

All text, image, MATERIALS, information, form, or e-mail (hereinafter referred to as "INFORMATION") YOU, the user, transmit or provide to and/or through (i) JK BANK at this domain and/or other domain, (ii) JK BANK advertisers on WEBSITE, (iii) businesses listed on this WEBSITE and/or (iv) this WEBSITE and/or JK BANK databases and/or computer servers by any means will be considered NON-CONFIDENTIAL and NON-PROPRIETARY and is the property of JK BANK.

JK BANK shall not disclose INFORMATION to third-parties without your written or verbal consent, except that JK BANK may disclose such information to JK BANK's clients and/or WEBSITE advertisers and to third parties that perform services for and/or on behalf of JK BANK. YOU, the user agree, that JK BANK is not responsible for how INFORMATION YOU transmitted and/or provided is used.

YOU, the user, agree not to transmit or provide to and/or through JK BANK at this domain and/or other domain, JK BANK advertisers on WEBSITE, businesses listed on WEBSITE and/or this WEBSITE and/or JK BANK databases any unlawful, threatening, libelous, defamatory, obscene, pornographic or otherwise offensive INFORMATION.

## **Relationship**

None of the provisions of this Agreement, terms and conditions, notices or the right to use the WEBSITE by YOU contained herein or any other section or pages of the WEBSITE and/or the Hyperlinks, shall be deemed to constitute a partnership between YOU and JK Bank and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the WEBSITE, YOU authorize JK Bank and its agents to access third party sites designated by them or on their behalf for retrieving requested information, YOU shall be deemed to have appointed JK Bank and its agents as their agents for this purpose.

None of the provisions of this Agreement, terms and conditions, notices or the information displayed on the WEBSITE contained herein or any other section or pages of the WEBSITE and/or the Hyperlinks or the Services provided by JK Bank, shall be deemed to constitute a partnership between JK Bank and any other person or company or entity and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

## **Online Credit Card Security Policy**(Payment Information Provided Online)

JK BANK does not store, process, and/or transmit credit card data. JK BANK utilizes the secure services of a third party "payment gateway" retained by the business you selected to transmit and process your credit card data. The payment gateway web page shall clearly indicate the amount of your purchase and that you are securely transmitting your payment information. JK BANK requires online payment transactions be completed via the payment gateway method to allow for "Payment Card Industry" (PCI) compliance.

For information on Payment Card Industry (PCI) compliance please visit:

<https://www.pcisecuritystandards.org>

***YOU the user agree to indemnify and hold harmless JK BANK, its directors, officers, employees, agents, licensors, vendors, advertisers, and clients from all claims including reasonable attorneys fees arising from or related to your Online order, Online purchase, Online redemption, process of transmitting and subsequent handling of INFORMATION provided by YOU the user, to JK BANK, the business YOU selected and/or to the third party payment gateway.***

## **Trademarks, Service Marks, Copyrights and Use of Third Party Materials**

JK BANK and/or licensors and/or others own all trademarks, service marks and/or copyrighted material posted on WEBSITE. No trademarks, service marks and/or copyrighted material posted on WEBSITE may be used without the prior written consent of their owner. The trademarks JAMMUANDKASHMIRBANK.INFO, JAMMUANDKASHMIRBANK.COM, JKBANK.NET, JKBANK.ORG, JAMMUKASHMIRBANK.COM, JAMMUANDKASHMIRBANK.NET, JKBANK.IN, JAMMUANDKASHMIRBANK.ORG are owned by JKBANK. All other trademarks are owned by their respective companies. ALL TRADEMARKS WHETHER MARKED OR UNMARKED, ARE THE PROPERTY OF THEIR RESPECTIVE OWNER.

## **No Unlawful or Prohibited Use**

As a condition of your use of WEBSITE, YOU warrant and represent that YOU will not use the WEBSITE for any commercial purposes or for any purpose that is unlawful or prohibited by these terms. Furthermore, YOU specifically agree NOT to use this WEBSITE to solicit the businesses listed and/or advertised on this WEBSITE for any commercial and/or fund raising purpose. In addition, YOU agree not to use the WEBSITE in any manner that could damage, disable, overburden, or impair the WEBSITE or interfere with another person's use and enjoyment of the WEBSITE. Sending commercial e-mail information and/or solicitations, sending commercial information and/or solicitations via online WEBSITE forms and/or making commercial telephone calls to businesses listed and/or advertised on this WEBSITE is strictly prohibited, and a violation

of the terms and conditions of the use of this WEBSITE. Such violation may result in civil and/or criminal penalties against the sender and those assisting the sender.

Only non commercial communications for obtaining information about the products and/or services businesses listed and/or advertised on this WEBSITE provide is permitted.

### **Force Majeure**

JK Bank shall not be liable for any failure to perform any of its obligations under this Agreement or provide the Services or any part thereof if the performance is prevented hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for no long as the Force Majeure Event Continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of any Party, including, without limitation, unavailability of any communication system, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war, acts of Department must have examined the terms and conditions

### **Warranties**

YOU the user acknowledge and agree that JK BANK makes no warranty that this website shall meet your requirements, or that this website is error free, works properly or that the quality of the products or services provided by JK BANK and/or by its licensors, the businesses listed, advertisers, and vendors will meet your expectations. Additionally, YOU the user agree you are solely responsible for any damage caused to your computer system or data loss regardless of cause including but not limited to accessing and/or downloading corrupt and/or virus containing computer files resulting from your use of this WEBSITE or any third party website however linked to this WEBSITE.

### **Indemnity**

**YOU the user agree to indemnify and hold harmless JK BANK, its directors, officers, employees, agents, licensors, vendors, advertisers, and clients from all claims including reasonable attorneys fees arising from or related to (i) your use of WEBSITE, or (ii) violation of the terms and conditions of the use of this WEBSITE or (iii) your violation of any law or (iv) your violation of the rights of any third party.**

### **Liability Limitation**

YOU THE USER AGREE THAT JK BANK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR GOODWILL ARISING OUT OF THE USE OR IN CONNECTION WITH THE USE OR ANY OTHER MATTER RELATING TO THIS WEBSITE HOWEVER ARISING, INCLUDING NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THIS LIMITATION MAY NOT APPLY TO YOU.

### **User Representation**

YOU the user represents, warrants and covenants that (a) you have the power and authority to enter into this agreement; (b) you are at least 18 years of age; and, (c) YOU will only use the WEBSITE in accordance with the terms and conditions contained herein.

### **Severability**

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

## **Waiver**

The waiver by JK BANK of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver of any other or subsequent breach by YOU.

## **Scope of Agreement**

This Website User Agreement (UTOS) constitutes the entire agreement between JK BANK and YOU, the user, and supersedes any previous agreements on this subject. If any part of this agreement is found to be unenforceable for any reason, all other parts of this agreement shall remain in effect. Any non-enforcement of this agreement by JK BANK, Inc. shall not be considered a waiver of rights. The laws of the India and within Courts of Jammu and Kashmir shall govern this agreement. The State of Jammu and Kashmir is the exclusive jurisdiction for disputes. Venue for any disputes will be in State court located in Jammu and Kashmir, India.

## **Comments**

Forward any questions or comments regarding this WEBSITE to **[webteam@jkbmail.com](mailto:webteam@jkbmail.com)**

**Registered Office  
M A Road  
Srinagar 190 001  
Jammu & Kashmir**

**Corporate Headquarters  
M A Road  
Srinagar 190 001  
Jammu & Kashmir  
[www.jkbank.net](http://www.jkbank.net)**