

Terms and Conditions for Chatbot Banking

DEFINITIONS

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

"Accounts" shall mean the bank account maintained by the Customer with YES BANK for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts")

"Chatbot Banking" means banking services availed by the Customers through a Chatbot.

"Chatbot" means an interactive platform based on Artificial Intelligence through which YES BANK provides Two Way Communication Service to deliver the Facilities.

"Customer" shall refer to the any individual, or any person / persons whose details are more particularly set out in the Account opening documents and shall include individuals, partnership firms represented by their/its partners, body corporate represented by its authorized representatives, trust represented by the trustees/authorized representatives, Hindu Undivided Family represented through its Karta/coparceners, Society represented by its authorized representatives, proprietorship concern represented by the proprietor.

"Customer-ID" shall mean the code issued by YES BANK and used by a Customer to identify himself when he logs into a system and start a login session. It is used by the system to identify each unique Customer;

"Facility" shall mean Chatbot Banking facility which provides the Customer services such as information relating to Account(s), details about transactions and such other banking services as may be provided on the Mobile Phone Number by YES BANK from time to time.

"Mobile Phone Number" shall mean the number specified by the Customer during YES BANK account opening or in writing either through Application form provided by YES BANK for the purpose of availing the Facility.

"Password/MPIN" shall mean the word or numbers or a combination or an access code or biometric, which the Customer has chosen, to allow them to use Chatbot Banking. It is also used for identification for each Customer.

"Personal Information" shall mean the information about the Customer obtained in connection with the Facility.

“Two Way Communication” shall mean the service provided by YES BANK to the Customers on the Chatbot where the Customer can communicate with YES BANK by sending messages, in the form of requests, seeking information, asking queries, instructions to the YES BANK. Upon receipt of such request, information or query, the Bank will respond back on the Customer’s Registered Number. However, such communication shall be limited only to such queries, information, requests, providing the Facilities etc. as it may be determined by the Bank, from time to time.

“Website” refers to the website owned, established and maintained by YES BANK located at the URL www.yesbank.in

“Device” means any Laptops, Desktops, Mobile Phones and Tablets that supports the software/application for availing the facility

“Platform” means Websites, Applications, OTT platforms, IoT devices etc. that supports the software/application for availing the facility

In this document all reference to Customer in feminine gender shall be deemed to include the masculine gender.

Applicability of Terms and Conditions

These terms and conditions together with the application made by the Customer and as accepted by YES BANK shall form the basis of understanding between the Customer and YES BANK, and shall be further subject to such terms as YES BANK may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing YES BANK Phone Banking and General Terms and Conditions relating to opening and operation of Account of the Customer. In case of conflict or between the general terms and conditions relating to any Account and terms and conditions contained herein, terms and conditions contained herein shall prevail. For availing the Two Way Communication service, the Customer shall be deemed to have accepted (a) the Terms and Conditions applicable to the Customer for availing the Facilities mentioned herein; and (b) the Privacy Policy of the Bank applicable to the Customer for availing the Facilities mentioned herein.

Application

The Customer shall apply to YES BANK for use of the Facility (and/or for any changes to the options available under the Facility) by use of any method as provided by YES BANK from time to time in such forms as may be prescribed by YES BANK from time to time for use of the Facility.

Application for the Facility made shall be accepted only after authentication of the Customer through any such mode of verification as may be stipulated in the terms governing usage of these services, or in the absence of any terms, at the discretion of YES BANK.

The Facility shall be activated upon Customer fulfilling all the terms and conditions for such activation to the satisfaction of YES BANK.

Eligible Customer

The Customer desirous of using the Facility should be either a sole account holder or authorized to operate the account independently. In case of joint accounts, only customers with either or survivor relationship type will be allowed to access the Facility. An account in the name of the minor, in which a minor is a joint account holder or any account where the mode of operation is joint, is not eligible for the Facility.

The Customers who do not hold a YES BANK will be able to use Two Way Communication Services that does not require user to login and access banking related information.

Availability & Disclosure

YES BANK shall endeavor to provide to the Customer through the Facility, such services as YES BANK may decide from time to time. YES BANK reserves the right to decide what services may be offered to a Customer on each Account and such offers may differ from Customer to Customer. YES BANK may also make additions / deletions to the services offered through the Facility at its sole discretion.

The Facility is made available to the Customer at his request, at the sole discretion of YES BANK and may be discontinued by YES BANK at any time, after giving notice of 30 days without assigning any reason. However, YES Bank reserves the right to discontinue the Facility without prior notice and subject to an intimation in the following events:

- a. Any change in regulatory guidelines/ statutory rules
- b. breach of these Terms and conditions by the Customer or its Authorized Signatories
- c. Fraudulent, criminal, illegal use of the Facility by the Customer or its Authorized Signatories

This Facility might not be available on all device & platforms and will depend on the device & platforms configuration & the minimum requirements for running the application.

The access of the Customer to the Facility shall be restricted to Customer availing of the Facility on the specific Mobile Phone Number registered with YES BANK for the Facility. The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of OTP/MPIN/ password allotted by YES BANK to the Customer or through any other mode of verification as may be stipulated at the discretion of YES BANK.

If the Customer has reason to believe that his Mobile phone number is / has been allotted to another person and / or there has been an unauthorized transaction in his account and / or his mobile phone is lost, he shall immediately inform YES BANK under acknowledgment about the same. If such a situation arises and the Customer has not informed the Bank about the same, the Bank has no liability whatsoever for such transactions.

The Customer is solely responsible for protecting his OTP/ Mobile Banking Password Identification Number (MPIN for accessing the facility / Mobile Phone Number and any password given by YES BANK for the use of the Facility.

The Customer would be allotted a banking Customer-ID by YES BANK in the first instance. The customer shall avail Facility by entering registered mobile number along with OTP sent on the number. As a safety measure, the Customer needs to enter MPIN for certain financial transactions. In addition to Customer-ID and MPIN / YES BANK may, at its discretion, advise the Customer to adopt such other means of authentication including but not limited to digital certification and/ or smart cards.

The Customer grants express authority to YES BANK for carrying out transactions and instructions authenticated by such MPIN.

If the Customer forgets the MPIN, the Customer can reset the MPIN through Mobile Banking by using the Debit card details and Customer ID / Credit Card details / Retail Net Banking credentials / which was provided by the Customer during Mobile Banking registration and/or through any other mode permitted by the Bank and this shall not be construed as the commencement of a new contract. The Customer agrees and acknowledges that YES BANK shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by YES BANK regarding his Account(s) or carrying the instruction of the Customer pursuant to the access of the Chatbot by providing the correct Customer ID and OTP/ Password / MPIN and the Customer shall fully indemnify and hold harmless YES BANK and the affiliates in respect of the same.

The Customer hereby instructs the Bank to comply with any/all instructions given through the use of the Chatbot in conjunction with the correct OTP/ Password / MPIN. The Bank shall be entitled to assume that any instruction given to the Bank using in accordance with the above are given/ authorized by the Customer and agrees that the Bank will not be liable for any fraudulent, duplicate or erroneous instructions given to the Bank by usage of the OTP/ Password / MPIN / registered by the Customer.

The Customer is further advised to ignore any e-mail asking for his/her user details. The Bank or its employees will never contact the Customer asking for online banking Password / MPIN etc.

YES BANK shall endeavor to carry out the instructions promptly provided that YES BANK, shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system or due to any requirement of law or due to mobile network failure or any failure at the partners' mobile payments platform

Undertaking by the Customer

The Customer hereby unconditionally and irrevocably undertakes, acknowledges and agrees to the following:

- a) All Facilities provided to the Customer shall be subject to applicable law and the rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by the Reserve Bank of India and/or any regulatory/ statutory/ governmental authority.
- b) The Customer shall provide YES BANK with such information and/or assistance as is required by YES BANK for the providing the Facilities and/or any other obligations of YES BANK.
- c) That YES BANK may advise from time to time, the versions of the operating systems on the Devices which are required for availing the Facilities. There will be no obligation on YES BANK to support all the versions of the operating systems. The Customer agrees that the Customer shall be responsible for upgrading any software, hardware and the operating system at his cost, from time to time, to avail the Facilities. YES BANK shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc. from time to time and shall be under no obligation to support the software, hardware, operating systems used by the Customer and that the same shall be the Customer's sole responsibility to be able to continue his use of the Facilities.
- d) That the Customer shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Facilities provided hereunder.
- e) That the Customer shall not submit or transmit any content through the Chatbot that is:
 - (i) obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
 - (ii) encourages the commission of a crime or violation of any law;
 - (iii) violates any state or federal law in India and/or the jurisdiction in which you reside;
 - (iv) infringes the intellectual or copyrights of a third party; or
 - (v) constitutes confidential information and/or personal or sensitive information/ data belonging to the Customer or to any other person.
- f) YES BANK reserves the right to remove or otherwise delete any content or submissions made by the Customer that violates the YES BANK's internal rules or which are inappropriate, as per YES BANK's sole discretion, without undertaking any liability or responsibility in relation to the same or giving any prior warning to the Customer.
- g) The feedback sent by YES BANK on Two Way Communication Service are based on an application running at back-end. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any queries that the Customer may not find satisfactory response or for any inaccuracies arising therefrom, YES BANK shall not be held responsible.
- h) By subscribing to the YES BANK's Two Way Communication Service, the Customer agrees to get his personal notifications/alerts/acknowledgements via phone/SMS/email/smart devices, application, platform etc from which this Facility is accessed. The Customer also agrees to receive notifications including Account and transaction alert notifications, regulatory

updates, personalized offers, new product features etc. on his mobile number & email address registered with YES BANK.

- i) The Customer understands that using Chatbot may carry certain risks in relation to online transactions. Further, any message and information exchanged on Chatbot shall be subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. YES BANK shall not be responsible or liable to the Customer or any third party for the consequences arising out of or in connection with using of the Chatbot.
- j) The Customer is aware that it may not be possible for YES BANK to give detailed information on the Chatbot functionalities. YES BANK shall not be responsible or liable to the Customer or any third party for the consequences arising out of or in connection with using of the Chatbot.
- k) The Customer understands that his device is vulnerable to the threats, including but not limited to unauthorized (i) access by intruders to the data/information contained on such Device; (ii) identity theft; (iii) privacy violations; (iv) planting of stealth software, malware, viruses etc; (v) disablement or distortion of operations; (vi) interception of the transmission of encrypted data/message etc. YES BANK shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using of Chatbot.
- l) The Customer shall ensure appropriate network connection and the receipt of messages by the Customer shall be subject to the network connection and YES BANK shall not be held responsible for any delay or non-receipt of the responses from YES BANK.
- m) The Customer is aware that YES BANK does not make any representation or warranty that the Facilities will be available at all times without any interruption and that YES BANK shall not be responsible for any variation, reduction or imposition of the terms or the Customer's inability to use Chatbot for any reason whatsoever.
- n) The Customer agrees that the Customer shall not have any claim against YES BANK on account of any suspension, interruption, non-availability or malfunctioning of the Chatbot including due to any link/mobile/system failure at YES BANK's end for any reason thereof.

Funds Transfer through Chatbot Banking

The Customer accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, YES BANK will be held liable for any erroneous transactions incurred arising out of or relating to the Customer entering wrong account numbers or wrong amount.

YES BANK shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. YES BANK reserves the right to charge the Customer for any funds transfer request initiated by the Customer and given to YES BANK as per the Schedule of Fees / Charges displayed on the Website or available at the branches. If funds transfer is

made available to the Customer, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at YES BANK and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

The Customer acknowledges that for effecting funds transfer as per limits specified by YES BANK, the Customer can transfer the funds by using the MPIN / Password.

The Customer understands and agrees that YES BANK shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer while transferring funds through Chatbot Banking

Authority to YES BANK

The Customer irrevocably and unconditionally authorizes YES BANK to access all his Accounts for effecting banking or other transactions of the Customer through this Facility.

The Customer authorizes YES BANK to appoint any third party service provider for providing the Facility and further authorizes YES BANK to share information relating to the Account or the transactions with the third party for the purpose of accepting / executing request of the Customers.

Records

All records maintained by YES BANK of the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to YES BANK.

Instructions

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number in the manner indicated by YES BANK. The Customer is also responsible for the accuracy and authenticity of the instructions provided to YES BANK and the same shall be considered to be sufficient for availing of the services under the Facility.

YES BANK shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the Customer. YES BANK shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded.

Where YES BANK considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. YES BANK states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying Customer's instructions. YES BANK may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction.

Any instruction, order, direction, request entered using the OTP/ Password/MPIN of the Customer shall be deemed to be an instruction, order, directive, request received from the Customer. All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise, are based upon the Customer's decisions or are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, and request with YES BANK, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. YES BANK shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until it confirms the receipt of such instruction, direction, order, request.

The Customer accepts that all information / Instructions will be transmitted to and / or stored at various locations and be accessed by personnel of YES BANK. YES BANK is authorized to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facility and so far as is necessary to give effect to any instructions.

If the Customer becomes aware that an authorized transaction has taken place in his account through the chatbot or by any other means he may send an SMS to 9840909000 in the format as provided below:

BLKRNB <Space><CustID or LoginID>

from the registered mobile number to block the online banking services and the access to Facility.

Accuracy of Information

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to YES BANK at all times including for the purposes of availing of the Facility. YES BANK shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by YES BANK to him, he shall advise YES BANK as soon as possible. YES BANK will endeavor to correct the error wherever possible on a best effort basis.

While YES BANK will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, YES BANK shall not be liable for any unintentional error, which results in the providing of inaccurate information. The Customer shall hold YES BANK harmless against any loss, damages etc. that may incurred / suffered by the Customer if the information supplied to the Customer turns out be inaccurate / incorrect.

Disclaimer of Liability

YES 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;

YES BANK will not be liable for:

- (a) any unauthorized use of the Customer's OTP/ MPIN / Password, or mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's MPIN, password or Mobile Phone Number;
- (b) any unauthorized access to your accounts/deposits/credit card through Chatbot any third party where your customer ID is registered in different devices belonging to you/different people.
- (c) any unauthorized, fraudulent or erroneous transactions in your account/deposits by any third party with your MPIN/password/ /OTP which are known only to you.
- (d) the Customer has breached any of the terms and conditions herein or
- (e) any loss caused as a result of failure on part of the Customer to advise YES BANK promptly about unauthorized access of or erroneous transactions in the Account or
- (f) as a result of failure on part of the Customer to advise YES BANK of a change in or termination of the Customer's Mobile Phone numbers / SIM Card.
- (g) acting in good faith on any instructions received by YES BANK;
- (g) error, default, delay or inability of YES BANK to act on all or any of the instructions
- (h) loss of any information/instructions in transmission;
- (i) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;
- (j) any loss or damage to the device/ / mobile phone, including loss of data, corruption of data arising from downloading any software/application for availing/use of the Facility.

Under no circumstances shall YES BANK be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by YES BANK or will result in suspension of the Facility to the Customer.

YES BANK is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by YES BANK in that behalf or otherwise) to the Customer, which may affect the Facility.

YES 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.

Without limitation to the other provisions of this terms and conditions, YES BANK, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of YES BANK in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any cellular service provider and YES BANK's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, YES BANK's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility.

Notwithstanding anything to the contrary, YES BANK shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by YES BANK in that behalf or otherwise).

The Customer agrees that YES BANK may hold and process his personal information concerning his Accounts on computer or otherwise in connection with the Facility as well as for analysis credit scoring and marketing. The Customer also agrees YES BANK may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to YES BANK.

YES BANK may provide any other services as a part of the Facility and makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.

YES BANK shall not be liable for the oversight on part of the Customer to update himself with the products which have been included in the Facility and specific services for each product as may be provided on the Device of YES BANK and as will be available with the authorized call centers of YES BANK.

YES BANK makes no warranty or representation of any kind in relation to the Facility, the services, or their function or performance or for any loss or damage whenever and however suffered or incurred by the Customer or by a person resulting from or in connection with the Facility.

NO WARRANTIES: TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YES BANK AND THEIR RESPECTIVE THIRD-PARTY PARTNERS, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM YES BANK OR THIRD PARTY SERVICE PROVIDER OR THROUGH THE FACILITY WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION, THE TERMS "YES BANK" AND "THIRD PARTY SERVICE PROVIDERS" INCLUDE YES BANK'S AND THIRD PARTY SERVICE PROVIDER'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE FACILITY IS AT YOUR SOLE RISK. THE FACILITY AND ANY DATA, INFORMATION, THIRD PARTY SOFTWARE, REFERENCE SITES, SERVICES, OR SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE FACILITY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. YES BANK, THIRD PARTY SERVICE PROVIDER, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE DATA, SOFTWARE, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE FACILITY OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, DEFECTS, DELAYS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

YES BANK, THIRD PARTY SERVICE PROVIDER, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FACILITY OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, ADEQUACY, RELIABILITY, SUITABILITY OR OTHERWISE.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE FACILITY (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES AT ITS OWN DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY (INCLUDING BUT NOT LIMITED TO YOUR COMPUTER SYSTEM AND DEVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

Non-Transferability

The grant of the Facility to a Customer is not transferable under any circumstance and shall be used only by the Customer. However, YES BANK shall have the right to transfer, assign or sell all its rights under these Terms and Conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of YES BANK.

Maintenance of Sufficient Balance:

The Customer shall ensure that there is/are sufficient funds (or prearranged credit facilities) in YES BANK Account for operations through Chatbot Banking and YES BANK shall not be liable for any consequences arising out of YES BANK's failure to carry out the instructions due to inadequacy of funds and/or credit facilities.

Without prejudice to the generality of the aforesaid, processing of all the instructions is subject to the availability of free, clear and available funds / limits in the Customer's YES BANK Account. In the event of clear funds / limits not being available, YES BANK shall not process the instructions and shall not make payments. YES BANK shall not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/to be incurred by the Customer in this regard and/or the services not being delivered to the Customer on account of such non-processing of instructions and YES BANK shall not be held liable in this regard.

Limits on Transfers

YES BANK reserves the right to refuse any instructions for transfer of funds or limit or block transfers to particular persons. YES BANK reserves the right to set-up transaction level / daily transactions limits and modifies the same from time to time in future.

For security reasons, and in order to comply with regulatory requirements, there are limits on the number and amount of transfers Customers can make using the Facility. These limits may be increased/decreased by YES BANK from time to time. However, YES BANK shall not be liable for failing to enforce any of these limits.

Prohibited Conduct

This section lists various conduct and actions, which are PROHIBITED while usage of the Facility. By using the Facility, the Customer agrees that THEY WILL NOT engage in any of the following:

- i. use the Facility for any purposes other than to send or receive transfers or to access the services in accordance with this terms;
- ii. interfere with the authentication of any instruction originating from your mobile device or provided under your account;
- iii. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Facility, perform any other similar fraudulent activity or otherwise send or receive what Bank reasonably believes to be potentially fraudulent funds;
- iv. infringe YES BANK's or any third party's intellectual property rights, rights of publicity or rights of privacy;
- v. use the Facility, or request or make any transfer, for any illegal purpose, or in violation of any applicable law, including but not limited to laws governing taxation, money laundering,

- terrorism financing, intellectual property, purchase of prohibited material over e-commerce and other proprietary rights and data protection and privacy;
- vi. refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to Bank;
 - vii. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Facility or features that enforce limitations on the use of the Facility;
 - viii. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Facility or any part thereof;
 - ix. use the Facility in any manner that could damage, disable, overburden, or impair it, including but not limited to using the Facility in an automated manner;
 - x. modify, adapt, translate or create derivative works based upon the Facility or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation;
 - xi. intentionally interfere with or damage operation of the Facility or any User's enjoyment of them, by any means, including but not limited to uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
 - xii. access the Facility from a country that is not included in YES BANK's permitted countries list;
 - xiii. change or terminate your mobile number or email on your mobile device without prior notice to YES BANK;
 - xiv. use any robot, spider, other automatic device, or manual process to monitor or copy the Facility website without prior written permission;
 - xv. use any device, software or routine to bypass Facility's robot exclusion headers, or interfere or attempt to interfere, with the Facility;
 - xvi. sell the software or any services, information, or software associated with the Facility or derived from it;
 - xvii. breach this terms and conditions or any other agreement or policy of YES BANK;
 - xviii. violate any applicable law, statute, ordinance or regulation (for example, those governing financial services);
 - xix. provide false, inaccurate or misleading information;
 - xx. send or receive what YES BANK or third party service provider, regulators reasonably believes to be funds derived from, or transactions involving, fraud or unlawful activity;
 - xxi. control an account that is linked to another account that has engaged in any of the foregoing activities. YES BANK may use evidence other than your account information to determine whether you control an account in someone else's name, including but not limited to Internet Protocol addresses, common business names, phone numbers, and mailing addresses.

Indemnity

In consideration of YES BANK providing the Facility, the Customer shall indemnify and keep safe, harmless and indemnified YES BANK from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which YES BANK may at any time incur, sustain,

suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Facility.

The Customer shall hold YES BANK, harmless against any loss incurred by the Customer due to failure to provide the services offered under the Facility or any delay in providing the services due to any failure in the network of the cellular service provider.

The Customer shall indemnify and hold YES BANK harmless for any losses occurring as a result of the:

- i. The Customer permitting others to use the Facility through any unauthorized means.
- ii. The Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended.

Fees

YES 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 Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by any cellular service provider in connection with availing of the Facility and YES BANK is in no way concerned with the same. The charges payable by the Customer is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Customer instantly. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time. If the Customer defaults in making payment of the charges to YES BANK, YES BANK shall be entitled (without prejudice to any other right or remedy it may have) to charge the Customer with a late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid till the actual date of payment.

Termination

YES BANK may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. YES BANK may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

YES BANK shall endeavor to give a reasonable notice for withdrawal or termination of the Facility. The closure of all Accounts of the Customer will automatically terminate the Facility. YES BANK may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or YES BANK learns of the death, bankruptcy or lack of legal capacity of the Customer.

Governing Law

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.

YES BANK accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer and / or the use of the Facility.

General

YES BANK may sub-contract and employ agents to carry out any of its obligations under this contract. Internet/Mobile Banking/Chatbot Banking service would be available to the Customers in certain cities only and during timings specified by YES BANK from time to time and transactions would be carried out on the same day or on the next Business Day depending upon the time of logging of the transaction. The Customer would have to ensure that the equipment used for availing of Chatbot Banking meets the criteria as may be specified by YES BANK from time to time. All costs incurred by the Customer including telecommunication costs to use the Chatbot Banking would be borne by the Customer.

As a tool to correct misunderstandings, the Customer understands, agrees and authorizes YES BANK, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations or electronic communications between the Customer and YES BANK and any of its employees or agents.

The availability/non-availability of a particular service shall be communicated to the Customer through email, web page of YES BANK or in writing as may be deemed fit by YES BANK

Proprietary Rights

YES BANK shall make reasonable efforts to advise from time to time the software such as browsers which are required for availing of the Facility. There will be no obligation on YES BANK to support all or any versions of the software as may be required for offering the Facility. The Customer acknowledges that the software underlying the Chatbot Banking as well as other internet/ mobile related software which are required for accessing Chatbot Banking are the legal property of the respective vendors. The permission given by YES BANK to access Chatbot Banking will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Chatbot Banking or create any derivative product based on the software.

Communications through Electronic means

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. YES BANK would be deemed to have fulfilled its legal obligation to deliver to the Customer any document if such document is sent via electronic means. Failure to advise YES BANK of any difficulty

in opening a document so delivered within twenty-four (24) hours after delivery shall be deemed to be validly delivered to the Customer.

Communication through Chatbot Banking

YES BANK shall have no obligation to verify the authenticity of any transaction received from me through Chatbot Banking or purporting to have been sent by the Customer via Chatbot Banking other than by means of verification of the Mobile Phone Number. The display that is produced by the Customer at the time of operation of Chatbot Banking is a record of the operation of the device access and shall not be construed as YES BANK's records of the relative transactions. YES BANK 's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless the Customer points out any discrepancy within 15 days from the date of receipt of periodical statement, failing which the same shall be treated as accepted by the Customer. All transactions arising from the use of Chatbot Banking, in a joint account, shall be binding on all the joint account holders, jointly and severally.