

TERMS & CONDITIONS GOVERNING YES BANK MESSAGING SERVICES

The following terms and conditions apply to and regulate the operation of **Messaging Services Facility** offered by YES Bank Limited ("YES BANK") to its customers. These terms and conditions shall be in addition to and not independent of any other terms as stipulated by YES BANK from time to time for the account(s).

Definitions

In this document, the following words and phrases shall have the meaning set below unless otherwise specified or the context indicates otherwise;

1. **'Alerts'** or **'Alert Facility'** refers to the customized messages based on triggers sent as Messaging Service.
2. **'Alert/Push Facility'** refers to the service provided by YES BANK, wherein, the customer can obtain specific information pertaining to account(s).
3. **'Pull Alerts Facility'** refers to the facility through which the customer makes request about his account by sending key words through Messaging Service or syntax or key word or tag provided by YES BANK for the purpose.
4. **"Transaction Facility"** refers to the service provided by YES BANK, wherein, the customer can execute financial / non-financial transactions / instruction based requests from the account(s) maintained with the Bank.
5. **'Mobile Phone Number'** or **"Device Identity"** or **"Social Network Account"** refers to the number or identity specified by the customer in writing either through application form provided by YES BANK or otherwise for the purpose of availing the facility.
6. **'Triggers'** refers to the customized triggers that are required to be set by the customer with YES BANK which shall enable YES BANK to send the Alerts relating to account(s).
7. **'Additional Authentication'** refers to any additional factor of authentication besides the Customer ID/User ID, Password/PIN, Mobile Phone Number or Device Identity or Social Network Account which may include but is not limited to a challenge- response mechanism, one time password, digital certificates etc. as may introduced/provided by YES BANK from time to time to avail the Messaging Services

Applicability of Terms & Conditions

These terms & conditions as may be amended from time to time together with the application made by the customer and as accepted by YES BANK shall form the contract 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 & conditions governing YES BANK

Internet Banking and relating to any account of the customer and/or any other product or services provided by YES BANK.

Application

The customer shall apply to YES BANK for use of the facility-push and pull (and/or for any changes to the options available under the facility) through forms or any other mode as prescribed by YES BANK from time to time. The customer shall be intimated about the activation of the service.

Eligible customer

The customer desirous of using the facility should be either a sole account holder or authorized to act independently. In case of joint accounts the written mandate of other account holders authorizing the customer to use the facility would be required. All or any transactions arising from the use of facility in the joint account shall be binding on all the joint account holders, jointly and severally.

Provisions under National Do Not Call Registry (NDNC)

If the customer has registered or will be registering under NDNC and he also wants to avail this service offered by YES BANK, he shall continue to receive alerts on his mobile and the same shall not be treated as violation of UCC (Unsolicited Commercial Communication) Regulation on the part of YES BANK. The Bank will be absolved of the responsibility of any kind relating to compliance of provisions under NDNC.

Availability

YES BANK may at its sole discretion, discontinue the facility at any time without any prior notice.

This service will be available to the customers only if the customer is within the cellular circle or data or internet network of the Service Provider (CSP) or in circles forming part of the roaming network agreement between such CSPs.

The access of the customer to the facility shall be restricted to customer availing the facility through Mobile Phone Number or Device Identity or Social Network Account. The instructions of the customer shall be effected only after authentication of the customer by means of the verification of the Mobile Phone Number or Device Identity or Social Network Account.

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 network connectivity etc. or due to any requirement of law, or any other reason beyond the reasonable control of YES Bank.

Triggers may not be made by the customer or by Bank if the account operations have been suspended for any reason whatsoever.

The customer assumes full responsibility for the security and confidentiality of his identity to be used in initially gaining access to his account(s) through the use of his Mobile Phone Number or Device Identity or Social Network Account.

Process

To avail this service, the customer may submit an application in a prescribed format as applicable or by any other mode as notified by YES BANK from time to time. The customer shall be required to acquaint himself with the detailed process for using mobile services and YES BANK shall not be responsible for any error made by the customer while setting the triggers.

Any customer availing the service will be provided with alert facility, financial transaction and / or request facility as may be decided by YES BANK from time to time. Keywords for various information requests shall be as may be provided for from time to time including on the application forms available at YES BANK branches or on the web site.

Others

The customer acknowledges that to receive alerts, execute the transaction and/or request the customer's Mobile Phone Number or Device Identity or Social Network Account must be active and accessible. The customer acknowledges that if the customer's Mobile Phone Number or Device Identity or Social Network Account remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by YES BANK, that particular message may not be received by the customer and YES Bank shall not be liable for redelivering the same.

Triggers will be processed by YES BANK after receipt of such requests and YES BANK shall have the discretion to determine the time taken to process such request.

The customer is responsible for intimating to YES BANK any change in his Mobile Phone Number or Device Identity or Social Network Account.

By accepting these terms and conditions, the customer acknowledges that the facilities provided is dependent upon the infrastructure, connectivity and services provided by service provider engaged by YES BANK. The customer accepts that timelines, accuracy and readability of Alerts sent by YES BANK may depend on factors dependent upon other service providers engaged by YES BANK.

In case the customer changes his Mobile Phone Number or Device Identity or Social Network Account, he will have to get the original number or account deregistered by informing YES BANK. The New Mobile Phone Number or Device Identity or Social

Network Account needs to be re-registered by following the procedure for registering for the facility.

YES BANK shall not be liable for non delivery or delayed delivery of alerts/services, error and loss or distortion in transmission of alerts to the customer or delivery of alerts to any undesirable Mobile Phone Number or Device Identity or Social Network Account on account of non-adherence of procedure for registration of new/changed Mobile Phone Number or Device Identity or Social Network Account.

The customer accepts that each Alert, transaction and/or request may contain certain Account information relating to the customer. The Customer authorizes YES BANK to send account related information, though not specifically requested, if YES BANK deems that the same is relevant. YES BANK shall not be liable and/or responsible for ensuring confidentiality, secrecy and security of the personal or Account information being sent through the facility.

Indemnity

The customer agrees to indemnify and hold YES BANK indemnified and harmless, against all actions, claims, demands, proceedings, losses, 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 by reason of or arising out of providing any of the Services/Facilities, or due to any error / negligence/mistake/misconduct on by the customer or breach or non-compliance by the customer of any of the Terms and Conditions relating to any of the Services/Facilities or by reason of YES BANK in good faith taking or refusing to take action on any instruction given by the customer. The customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the customer notwithstanding withdrawal of any Services/Facility(ies) of YES BANK or closure, for any reason whatsoever, of the Account or suspension or cancellation of any or all Services/Facility(ies) of YES BANK.

The Bank does not hold out any warranty and makes no representation about the accuracy, authenticity, completeness of the information provided through Messaging Service. While YES BANK shall endeavor to provide the information promptly YES BANK shall under, no circumstance, be held liable to the customer if the services herein are not rendered in the desired manner for any reason(s) beyond the control of YES BANK, including due to failure of operational systems, connectivity issues on the part of YES BANK and/or mobile service provider, or any requirement of law, rule or regulation etc.. Further, YES BANK shall not be liable, in any manner whatsoever, for any change, modification, alteration, variation and/or tampering of the information sent by YES BANK to any person including the customer.

The customer agrees and acknowledges that YES BANK shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, information disclosed by YES BANK regarding customer's accounts or any loss of any character or nature whatsoever and

whether sustained by the customer or by any other person. Neither YES BANK nor its affiliates shall be liable for any breach of confidentiality, loss of information, data etc. arising as a result of any unauthorized persons accessing the records and/or accounts/information sent through the Messaging Service to the Customer by YES BANK.

The customer agrees, confirms and understands that YES BANK may in its absolute discretion, discontinue any of the services completely or partially without any notice to the customer. The customer agrees and confirms that he/they shall not hold YES BANK liable for any delay or non-receipt or error in the Alert sent by YES BANK or on account of wrong mobile number provided by the customer to YES BANK. The customer agrees and understands that under the Messaging Service offered by YES BANK it will enable the Customer to receive customized alerts and messages as defined by YES BANK.

This service through Mobile Phone Number or Device Identity or Social Network Account as chosen by the customer and informed to YES BANK, with respect to various events, requests and transactions.

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 the facility. The customer further authorizes YES BANK to share the account information of the customer with Third party for the purpose of accepting / executing request of the customers.

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.

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 inadvertent error, which results in the providing of inaccurate information. The customer shall hold YES BANK harmless against any loss, damages etc., that may be incurred / suffered by the customer if the information supplied to the customer turns out to be inaccurate / incorrect.

The user/customer also undertakes to delete all the messages relating to the service from the INBOX/Sent items folder of the Mobile Phone Number or Device Identity or Social Network Account.

In case the Mobile Phone Number or Device Identity or Social Network Account is lost/stolen, customer shall immediately inform the service provider about such loss/es and get his/her account de-activated. Once the account is de-activated, then the facility

cannot be availed. By way of abundant caution, customer shall also inform YES BANK about such loss of Mobile Phone Number of Device Identity or Social Network Account.