

## TERMS AND CONDITONS

These terms and conditions ("**Terms and Conditions**") are applicable to the Customers of WhatsApp that avail of the Services (*defined hereinafter*) provided thereon by YES Bank Limited ("**Bank**") who are eligible for certain select banking services and shall be deemed to include any amendments/ changes/ modifications thereto, from time to time by the Bank.

### A. DEFINITIONS AND INTERPRETATION

1. "**Account**" shall mean the savings and/or current account and/or fixed deposit and/or loan account and/or cards or any other type of account held by the Customer with the Bank.
2. "**Account Related Services**" shall mean the Services which pertain to information in relation to the Account of the Bank's Customer such as balance enquiry, statement request, etc., which may be enabled by the Bank, from time to time.
3. "**Bank Registered Number**" shall mean the authorized number of the Bank, registered with WhatsApp for the purposes of providing Services herein.
4. "**Customer's Registered Number**" shall mean the mobile number which the Customer has registered with the Bank.
5. "**Device**" shall mean a computer, laptop, mobile phone, tablet or any other similar electronic device that enables the Customer to access WhatsApp and use the Services.
6. "**One Way Communication**" shall mean the service provided by the Bank to the Customer on WhatsApp, where the Bank sends its Customer one-way messages to the Customer's Registered Number in the nature of information, alerts, updates, transaction alerts in relation to the Customer's Account and such other communications as the Bank may deem fit, from time to time.
7. "**Privacy Policy**" shall have the meaning as ascribed to the term in Clause 11 hereto.
8. "**Service(s)**" shall mean the One Way Communication or Two Way Communication services provided by the Bank, either itself or through any of its service providers, to a Customer on WhatsApp.
9. "**Two Way Communication**" shall mean the service provided by the Bank to the Customers on WhatsApp where the Customer can communicate with the Bank by sending messages from the Customer's Registered Number, in the form of making requests, seeking information, asking queries etc. to the Bank on the Bank Registered Number. 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 etc. as it may be determined by the Bank, from time to time.
10. "**Customer**" shall mean a Customer of the Bank or any other person interacting with the Bank on WhatsApp using the Bank Registered Number / using the Services provided by the Bank through WhatsApp.
11. "**Customer Information**" shall mean the personal data or information or such other data or information including any sensitive personal data in relation to the Customer such as information in relation to the account balance of the Customer, shared by the Customer or provided to the Customer by the Bank or collected or obtained from the Customer or from WhatsApp or from any such source in the course of the Customer availing the Services hereunder.
12. "**WhatsApp**" shall mean the application provided by WhatsApp Inc., a company incorporated in the United States, having its office at 1601 Willow Road, Menlo Park, California 94025.
13. "**WhatsApp Guidelines**" shall mean privacy guidelines issued by WhatsApp, more particularly mentioned provide on its website: [www.whatsapp.com/legal/](http://www.whatsapp.com/legal/)

### B. ELIGIBILITY FOR USING THE SERVICES

1. The Customer hereby agrees and undertakes that the Customer shall use the Services only if they fulfill and comply with the eligibility criterion mentioned as follows:
  - a) The Customer is an individual;
  - b) The Customer is a major;
  - c) The Customer is of sound mind, solvent and competent to contract;
  - d) The Customer is a resident of India; and

## **C. SERVICES**

1. The Customer hereby accepts to avail the Services and communications (both One Way Communication and Two Way Communication) provided by the Bank, on the Terms and Conditions, mentioned herein, as amended from time to time.
2. The Customer hereby grants express authority to the Bank for carrying out the Services requested by the Customer on WhatsApp on its Bank Registered Number. The Bank shall have no obligation to authenticate the Customer or to verify the identity of any Customer once the registration for One Way Communication service is made or once it receives any request/ communication to its Bank Registered Number from any WhatsApp Customer through WhatsApp. The Bank's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.
3. The Customer agrees and accepts that the Bank reserves the right to provide only such Services as the Bank may at its discretion permit, from time to time.
4. The Bank may also advise the availability/non-availability of any particular Service, at its sole discretion.
5. The Customer hereby agrees that the Bank may at any time, without notice to the Customer, modify, withdraw, discontinue or make additions or deletions to the Services offered to the Customer.
6. The Customer agrees that the Customer shall not hold the Bank responsible for not responding to the queries of/ information sought by the Customer or not providing a response to the satisfaction of the Customer or not processing any request of the Customer, in the event the message sent by the Customer, has not been received by the Bank or the message sent by the Customer is not in the format as required by the Bank or does not fall under the Services being offered by the Bank at that time or the Bank does not receive such message for technical reasons or otherwise or for any reason whatsoever. The Bank will have no liability or responsibility in case of any fraud or impersonation incidents through the use of WhatsApp platform.
7. If the Bank permits any Service in the nature of a transaction, the Customer agrees that such Service shall be subject to statutory, regulatory limits and/or any limits that may be imposed by the Bank, from time to time, at its sole discretion.

## **4. REGISTRATION AND VERIFICATION**

1. For availing the One Way Communication service, the Customer shall be deemed to have accepted the Privacy Policy of the Bank applicable to the Customer for availing the Services mentioned herein.
2. 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 Services mentioned herein; and (b) the Privacy Policy of the Bank applicable to the Customer for availing the Services mentioned herein.
3. Provided that, the Bank may be modify the process for authentication, registration and/or verification of the Customer, for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion. Provided however that the Bank shall not be required to authenticate the Customer, if any request for the Services comes on WhatsApp to the Bank Registered Number, and in case of a Customer, if the number reflected in the requestor's mobile is a Customer's Registered Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other Customer the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the Customer's number and it is the Customer itself and not any other person who is interacting with the Bank Registered Number.

## **5. UNDERTAKING BY THE CUSTOMER**

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

- a) All Services 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 the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank.
- c) The Customer shall not violate the terms and conditions mentioned in the WhatsApp Guidelines.
- d) Account Related Services including in relation card, loan etc. (*at the discretion of the Bank*) shall be provided to the Customers through WhatsApp platform only to a WhatsApp account associated with the Customer's Registered Number.
- e) That the Bank may advise from time to time, the versions of the operating systems on the Devices which are required for availing the Services and/or registration of the Services. There will be no obligation on the 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 Services. The 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 Services.
- f) That the Customer shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided hereunder.
- g) That the Customer shall not submit or transmit any content through this Service 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.
- h) The Bank reserves the right to remove or otherwise delete any content or submissions made by the Customer that violates the Bank's internal rules or which are inappropriate, as per the Bank's sole discretion, without undertaking any liability or responsibility in relation to the same or giving any prior warning to the Customer.
- i) The feedback sent by the Bank on WhatsApp 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, the Bank shall not be held responsible.
- j) By subscribing to the Bank's One Way Communication service, the Customer agrees to get his+ personal notifications/alerts/acknowledgements via WhatsApp including portfolio holding, transaction details, value added subscriptions, alerts, notification services etc. 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 registered with the Bank via WhatsApp. Further, by registering to the One Way Communication service on WhatsApp, the Customer authorizes the Bank to send the aforementioned alerts to the Customer on WhatsApp and/or SMS at the Bank's sole discretion and the Bank also may stop sending these alerts on SMS or any other channel, at its sole discretion or when the Customer opts out of the Service by deregistering his Customer Registered Number.
- k) The Customer understands that using WhatsApp may carry certain risks in relation to online transactions. Further, any message and information exchanged on WhatsApp 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. The 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 this Service.
- l) The Customer is aware that it may not be possible for the Bank to give detailed information on the Service functionalities. The 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 this Service.

- m) The Customer is aware that authentication technologies and strict security measures are required for using mobile applications such as WhatsApp. The Customer shall be solely responsible and liable for all the communication exchanged between the Customer and the Bank while utilizing these Services.
- n) 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. The 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 this Service. The Customer shall immediately opt-out of the Services by de-registering as per the process available.
- o) The Customer is responsible for keeping security safeguard of his account on his WhatsApp linked to his registered mobile number.
- p) The Customer shall ensure appropriate network connection and the receipt of messages by the Customer shall be subject to the network connection and the Bank shall not be held responsible for any delay or non-receipt of the responses from the Bank.
- q) The Customer is aware that using any mobile application involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. The Bank does not make any representation or warranty that the Services will be available at all times without any interruption and that the Bank shall not be responsible for any variation, reduction or imposition of the terms or the Customer's inability to use WhatsApp for any reason whatsoever.
- r) The Customer shall be responsible for the correctness of information supplied to the Bank in the course of availing the Services. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer. The Customer agrees that if he notices any error in any information supplied to the Customer by the use of any of the Services, the Customer shall promptly inform the Bank of the same. The Bank will endeavor to correct the error at the earliest. The Customer agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized back up system maintained by the Bank and may not be continuously be updated in real time. The Bank shall provide the information as may be last updated on the systems of the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error and shall not hold the Bank responsible for any loss incurred or action taken by the Customer by relying on such information. The Customer further agrees that the Customer shall hold the Bank harmless against any loss, damages, etc. that may be incurred or suffered by him, if the information contained in the above said outputs turns out to be inaccurate/incorrect.
- s) The Customer agrees that the Customer shall not have any claim against the Bank on account of any suspension, interruption, non-availability or malfunctioning of the Service including due to any link/mobile/system failure at the Bank's end for any reason thereof.
- t) The Bank has the right to retract the Customer's right to utilize the Services anytime it deems fit, without any notice to the Customer.
- u) These Terms and Conditions may be withdrawn, superseded or modified at any time, by the Bank without any prior notice.

## 7. SECURITY MEASURES

1. The Customer hereby unconditionally and irrevocably understands, agrees and acknowledges the following:
  - a) keep the passwords to his Device fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person;
  - b) commit the password to memory and not record any of them in a written or electronic form;
  - c) not let any unauthorized person have access to his Device or leave his Device unattended while accessing his WhatsApp;
  - d) put in place a passcode or password or PIN or a security key of similar nature to lock/ restrict access to his Device and secure it from any unauthorized access and not share such passcode/ password/ PIN/ security key with any other person;
  - e) not remove the restrictions that may be imposed by the Device provider on the Device
  - f) take adequate precautions from any ransom ware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection.

2. The Customer shall at all times be solely responsible for the protection and safe keep of his SIM card, Device and the applications installed thereon, specifically WhatsApp, login ids, Customer Information, security details and passwords as mentioned hereinabove and hereby fully agrees that the Bank shall in no manner be liable or responsible for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise of the same.
3. The Customer understands the risks of losing his SIM card or transferring his SIM card to another device. The Bank strongly advises the Customer, for the purpose of using the Services on WhatsApp, to delete the WhatsApp application when changing his device. Further the Customer understands the risks of compromise of his QR code and the implications that it may have on his WhatsApp, including access by a third party to the Customer's WhatsApp and the Services.
4. The Customer agrees that the Bank assumes no liability or responsibility whatsoever in case of any event of such compromise of the Customer's WhatsApp and the Bank shall not be held responsible for any such event. Further, the Customer agrees and understands that WhatsApp can also be logged on more than one device at the same time by using web log in and the Customer is aware of the risk in this regard while availing the Services such as compromise of Customer Information, breach of security of the Customer's WhatsApp account from a device other than the Customers etc..
5. The Customer undertakes to be vigilant and careful and takes full responsibility for the security of his WhatsApp account. The 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 this Service.
6. The Customer also agrees and accepts that any person having access to any such email/phone number/authentication form factor/Customer's Registered Mobile Number, shall be deemed to be duly authorized by the Customer and acting for and on behalf of the Customer, with the authority and intention to bind the Customer irrevocably with any actions pursuant thereto including the acceptance of these Terms and Conditions, vis-à-vis the Bank. Provided however that the Bank shall not be required to authenticate the Customer or Customer, if any request for the Services comes on WhatsApp to the Bank Registered Number, and in case of a Customer, if the number reflected in the requestor's Device is a Customer's Registered Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other Customer the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the Customer's number and it is the Customer itself and not any other person who is interacting with the Bank Registered Number.

## 8. RISKS

1. The Customer acknowledges that the Customer is availing the Service(s) at his own risk and responsibility and the Customer shall not hold the Bank responsible or liable for any of the following risks or consequences arising thereof:
  - a) Misuse of Password: The Customer acknowledges that if any third person obtains access to the Customer's Device or SIM card or the Customer's WhatsApp, such third party may be in a position to access Customer Information including Account related information of the Customer, which may be confidential in nature such as account balance, mini bank statements, etc. of the Customer. The Customer shall at all times ensure that the Terms and Conditions applicable to the use of the password and security of WhatsApp and the Device of the Customer are strictly complied with at all times.
  - b) Internet Frauds: The internet per se is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the Customer while availing the Services. While the Bank shall aim to provide security to prevent the same, it cannot guarantee any safeguard from such internet frauds, hacking, phishing and other actions which could affect any instruction(s) given to the Bank for availing the Services.
  - c) Mistakes and Errors: For availing any Service(s), the Bank would require proper, accurate and complete details to be provided to the Bank. In the event of any inaccuracy, the Customer acknowledges that the Customer may be sent responses or shown information which may not be applicable to him or may not be sent a satisfactory response, and the Customer agrees that in such a scenario the Bank shall not be liable or responsible for any loss to the Customer in this regard. The Customer shall take all care and precaution to ensure that there are no mistakes and errors and that the message sent/ request made/ query asked by the Customer to the Bank is error free, accurate, proper and complete at all points of time. The Customer agrees that the

Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for reasons beyond the control of the Bank.

- d) Technology Risks: The technology for enabling the Services offered by the Bank could be affected by ransom ware, virus or other malicious, destructive or corrupting code, program or macro or any other security threat. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason. The Customer also accepts that the Bank shall disclaim all liability in respect of the said risks.

## **9. LIABILITY**

1. The Customer shall be liable and responsible for all loss from unauthorized uses of WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these Terms and Conditions or if in any the Customer has contributed or caused the loss by negligent actions including the following:
  - a) Keeping a written or electronic record of the Customer's Device password;
  - b) Disclosing or failing to take all reasonable steps to prevent disclosure of the Customer's WhatsApp and/or QR code and/or failing to advise the Bank of such disclosure within reasonable time.
  - c) Losing the SIM card on which the Customer's WhatsApp is registered;
  - d) Transferring the SIM card on which the Customer's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device.
  - e) Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his WhatsApp.
2. The 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 this Service, including for any reasons aforesaid and the entire liability and responsibility due to any of the aforesaid shall completely be on the Customer.
3. The Customer agrees that the Bank shall in no circumstances be held liable to the Customer for the Services or if the Customer is unable to register for the Services in the desired manner/ in the manner provided herein, including but not limited, to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank.
4. The Bank shall under no circumstance 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, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Customer or any other person.
5. The Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of Services/facility/s due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems. The Customer further agrees that the WhatsApp application is owned and controlled by an independent third party which is unaffiliated with the Bank.
6. The Bank shall not be responsible for the privacy or security policies of WhatsApp and any other entity that may be linked to/ from/ within it, and does not assume liability for any damage incurred by the Customer from the use of said application. The Customer fully understands that the Bank is not endorsing the products or services of WhatsApp or of any advertisement etc. appearing thereon.

## **10. CUSTOMER INFORMATION**

1. The Customer understands and agrees that while the Bank has deployed processes and technology to prevent unauthorized use or accidental disclosure of the Customer Information or any other data pertaining to the Customer on WhatsApp. The Customer understands and accepts that by using the Services, the Customer Information and any other data of the Customer in relation to the Services may also be stored on the application/ website/webpage and server of WhatsApp, which are outside of the control of the Bank and the Bank cannot guarantee the security of the Customer Information or any other data which is stored on therein. The Customer unconditionally and irrevocably agrees and accepts that the Bank is not responsible for any compromise in such Customer Information/ data outside the control of the Bank and acknowledges that the Customer is providing the Customer Information at his own free will and risk.
2. The Customer hereby expressly consents to and authorizes 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 the Customer Information whether about me/us or not as may be deemed relevant by the Bank for its purposes:
  - a) to collect the Customer Information from me and other physical or online sources including WhatsApp accessing the same from credit information companies, to get the authenticity, correctness, adequacy, etc. of the Customer Information verified from any sources and persons including from online data bases; and to act for and on my/our behalf for such accessing, collecting or verifying of the Customer 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;
  - b) process Customer Information including by way of storing, structuring, organizing, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;
  - c) to store the Customer Information for such period as may be required for contract, by law or for Bank's evidential and claims purposes, whichever is longer;
  - d) to share and disclose the Customer Information to service providers, consultants, credit information companies, 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;
  - e) 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.
3. The Customer acknowledges the Bank has engaged/ may engage a service provider from time to time, for various aspects related to Services, storage, software/ hardware requirements, processing of requests, engines, responses, etc. The Customer has no objection to the same. The Customer hereby confirms that all the authorizations and rights in any of (a) to (e) above also extend to and are given above to the service providers of the Bank, including for all the sharing and disclosures amongst the Bank and its service providers.
4. The Customer hereby expressly allows the Bank and/or its affiliates to for using the Customer Information and for cross-selling to him their various products and services from time to time.

## **11. PRIVACY POLICY**

1. The Customer has read, understood and accepted the Privacy Policy of the Bank which can be found at [https://www.yesbank.in/pdf/footer\\_privacypolicy](https://www.yesbank.in/pdf/footer_privacypolicy) ("Privacy Policy") - All the changes thereto from time to time by the Bank shall be binding on the Customer and the Customer shall update itself periodically for the privacy policies in force then from time to time by using the Bank's website for this purpose.

## **12. INDEMNITY**

1. The Customer hereby undertakes to indemnify and keep the Bank and its officers/employees fully indemnified and harmless from and against all the consequences of breach of any of the Terms and Conditions, statements, undertakings representations and

warranties of these Terms and Conditions or Whatsapp Guidelines, as also of any of its representations or warranties not being found to be true at any point of time, including any actions, notices, suits, claims, proceedings, damages, liabilities, losses, expenses, costs or taxes faced, suffered or incurred by the Bank including from any third parties.

### **13. WITHDRAWAL OF SERVICES**

1. The Bank shall be entitled to withdraw/ discontinue/ suspend/ disallow the use of any of the Services at any time, at its sole and absolute discretion without need for any permission from or notice to the Customer.

### **14. BINDING NATURE OF TERMS AND CONDITIONS**

1. The Customer agrees that by using the Services, the One Way Communication and/or Two Way Communication, sending any communication/ message to the Bank Registered Number on WhatsApp, completing the registration process as provided for hereunder, accepting these Terms and Conditions and/or accepting the Privacy Policy, the Customer shall be deemed to have read, understood and irrevocably and unconditionally accepted and agreed to all these Terms and Conditions and such Terms and Conditions shall be binding on the Customer in the same manner as if the Customer has agreed to the same in writing.

### **15. PROPRIETARY RIGHTS**

1. The Customer acknowledges that the software/ other internet related software which are required for providing the Services or any Intellectual Property Rights of the Bank in the process are the legal property of the Bank/ respective vendors.
2. The permission given by the Bank to avail of the Services to the Customer will/ does not create or convey any rights, title or interest to the Customer or to any person, in the above software or Intellectual Property Rights of the Bank.
3. The Customer agrees that he shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

### **17. DE-REGISTRATION OF SERVICES**

1. The Customer may request for de-registration/ unsubscription of the Services any time by following the process as may be prescribed by the Bank from time to time. However, for this to come into effect, it may take such time as may be required by the Bank.
2. The Customer agrees that he will remain responsible for any requests made/ messages sent to the Bank using the Services prior to the time such cancellation of the Services is effected by the Bank.
3. The Bank will be at liberty to discontinue/ suspend/ terminate the Customer's use of the Services at any time without assigning any reason whatsoever. The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.

### **18. GOVERNING LAW AND DISPUTE RESOLUTION**

1. These Terms and Conditions and/or the use of the Services provided through WhatsApp shall be governed by the laws of the Republic of India. The Customer agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims, matters or dispute arising under these Terms and Conditions.
2. The Banks accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Service may be accessed through the internet by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the use of the Services.

### **19. ASSIGNMENT**

1. The Bank may subcontract and employ agents to carry out any of the Services or for any incidental purposes.
2. The Bank may assign, transfer, any of its rights and/or obligations or any part thereof to any persons at its discretion without any requirement for notice to or permission from the Customer.

## **21. ACCEPTANCE**

**The Customer hereby expressly acknowledges and confirms that the Customer has read, verified, understood, irrevocably agreed to and accepted and delivered all the Terms and Conditions contained herein online, by sending a message/ sending any communication on WhatsApp on the Bank Registered Number.**

The Bank may print paper copies of the electronic record or produce in any such form at its discretion this document and the same shall be fully binding on the Customer and the Customer has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank in evidence in any court, tribunal or otherwise, to prove the acceptance, execution as well as the contents of the Terms and Conditions.