

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY AVAILING OF THIS SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.

As a value added service, we have tied up with Yodlee in providing you with MONEY MONITOR, the Account aggregator service, (the "Service"). This Service is offered to you by Yodlee by virtue of you being a NetBanking customer of the Bank and you having made a written application to the Bank for availing the said Service on the terms and conditions contained herein.

1. THE SERVICE

- A. The Service provides you with a software which performs the function of an aggregator, whereby users would be permitted to view certain of their financial information on the internet. The selection of the financial information you can aggregate through the software shall depend on the policy of YES BANK from time to time.
- B. The software which is used for the availing of the Services is a third party software, YES BANK cannot and does not therefore make any representations in respect of the software, its functionalities or its features.
- C. YES BANK understands that the software would permit you to retrieve and view your financial information which is available at certain identified web sites, all at one place. In that sense the information would be aggregated for you. However, in the event of any inadequacy in the performance of the software, please do let YES BANK know so that YES BANK can address the issues on your behalf with the software vendors.
- D. The Service is currently provided to you at Rs 249/- per annum as service fee or transaction fee. YES BANK however reserves the right to modify these fees and charges. However YES BANK shall not modify any of these fees and charges without first notifying you electronically or otherwise of YES BANK's intention in this regard. This intimation shall be provided to you at the email address provided by you on NetBanking in YES BANK
- E. For availing of the Service you would be required to provide the software with such information as may be required by Yodlee ("the aggregator"), upon receipt of which, we understand, that software would make available information from the designated web-sites. We respect your privacy, and expect you to respect the privacy of other members on the Service. **We do not intend to store any of the passwords of the other Banks that you would provide to the aggregator.** Our general privacy policy is incorporated into and made part of this Agreement. You can view our Privacy Policy at www.yesbank.in. Provided that YES BANK shall reserve the right to use the information accessed by you and aggregated by you to provide you with better Services and information from time to time.
- F. We understand that there could be a possibility of other web-sites preventing the aggregator from aggregating the information. In such an event, the aggregator would not be able to collect and provide to you the desired information. YES BANK or the Aggregator shall not be responsible in any manner for any such inability to access the desired information.
- G. You shall not be entitled to avail of the Services without the use of a user-name and password. You would be required to keep the password totally confidential and not reveal the same to any third party. You would be required to choose a password in accordance with the security standards required by us from time to time. You will also not permit any unauthorized person to be aware of or use your password. You are responsible for maintaining the confidentiality of your user name and password that you use to login to this Service. YES BANK shall not be liable for any loss or damage caused due to the misuse of your username and password. You shall be fully responsible for all activities that occur due to an unauthorized use of your username and password, irrespective of whether you have knowledge of the same or not. Please notify us immediately of any unauthorized use of your username, password, or any other breach of security in the use of the Service that comes to your attention. You may not use anyone else's password at any time to access the Service.
- H. The Services may be affected by any changes that may be made by the operators of the web- sites in the web-site from where the information is sought to be aggregated. In such an event the aggregator shall attempt to redress the problem and ensure the availability of the Service as soon as may be possible.

2. Accurate Information

You agree to:

- a) provide true, accurate, current and complete information about yourselves as prompted by the Service's registration form (such information being the "Registration Data") and
- b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if YES BANK has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, YES BANK has the right to suspend or terminate any and all of your current or future use of the Service (or any portion thereof).

3. Compliance with the Law

You agree to comply all laws, rules, regulations, guidelines in force in India or any other country while using the Service. You agree not to use the Service for any illegal purpose or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. You shall also ensure that you are not prohibited whether contractually or otherwise from availing of the Services. Please do check whether the terms and conditions of the financial services which you may seek to aggregate pursuant to the Services offered, prohibit the use of the Service in any manner whatsoever. In the event there exists any prohibition, please do not avail of the Services for aggregation of information in respect of such financial services.

4. Restrictions on Commercial Use or Resale

Your right to use the Service is personal to you; therefore, you shall not be entitled to permit any other person to avail of the Service through you, whether on commercial terms or otherwise.

5. Use of Marks, Materials and Suggestions

YES BANK and the aggregator's names and logos and all related product and service names, design marks and slogans are the property of, respectively, YES BANK, or its affiliates and the aggregator. You are not authorized to use YES BANK/ Aggregator's names or marks without our prior written consent.

6. Endorsements

All product and service marks contained on or associated with the Service that are not our marks are the trademarks of their respective owners. We would require you to respect the same. References to any such names, marks, products or services of third parties or hypertext links to third party sites or information does not imply our endorsement, sponsorship or recommendation of the third party, information, product or service.

7. Third Party Accounts

By using the Service, you authorize the aggregator to access third party account Web sites designated by you, on your behalf, to retrieve account information requested by you and you hereby appoint the aggregator as your agent for this limited purpose. You hereby represent to us and the aggregator that you are a legal owner of the account(s) and have the authority to designate the aggregator as your agent, use this Service and to give the aggregator your passwords, user names

and all other information you provide. The Service does not have the capability to initiate transactions affecting your third party financial accounts or provide notices or instructions affecting such financial accounts. Transactional and informational activities initiated by you at such sites are not made through the Service and we or the aggregator assume no responsibility for such activities. You are responsible for all charges associated with third party accounts and agree to comply with the terms of those services. For all purposes hereof, you hereby grant the aggregator a limited power of attorney, and you hereby appoint the aggregator as your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN THE AGGREGATOR ARE ACCESSING AND RETRIEVING INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE BANK/THIRD PARTY.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT

- (i) THE SERVICE WILL MEET YOUR REQUIREMENTS
- (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE
- (iii) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE
- (iv) THAT YOUR PERSONAL DATA USED BY YOU TO ACCESS YOUR THIRD PARTY ACCOUNTS THROUGH THE SERVICE WILL BE PROTECTED IN ANY MANNER WHATSOEVER
- (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

9. Third party Sites

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources and will also aggregate information from other World Wide Web sites or resources. Because YES BANK has no control over such sites and resources, you acknowledge and agree that YES BANK is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. We make no effort to review the content of other sites on the World Wide Web, nor are we responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. In addition, we do not endorse or control the content of any other site and are not responsible or liable for any such content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, nor are we responsible or liable for content that infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that we do not pre-screen content, but have we and our designees will have the right (but not the obligation) in our sole discretion to refuse, edit, move or remove any content that is available via the Service. You also further acknowledge and agree that YES BANK shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

10. LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS EITHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- (i) THE USE OR THE INABILITY TO USE THE SERVICE
- (ii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED THROUGH OR FROM THE SERVICE
- (iii) UNAUTHORIZED ACCESS USE OF YOUR PERSONAL DATA USED BY YOU TO ACCESS YOUR THIRD PARTY ACCOUNTS
- (iv) ALTERATION OF YOUR TRANSMISSIONS OR DATA OBTAINED FROM/STORED IN YOUR THIRD PARTY ACCOUNTS
- (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; OR
- (vi) ANY OTHER MATTER RELATING TO THE SERVICE

11. Indemnification

You hereby undertake and agree to indemnify YES BANK and hold YES BANK harmless and keep YES BANK at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of YES BANK on a solicitor and own client basis) awards, damages, losses and/or expenses however arising directly or indirectly as a result of;

- a) any breach or non-performance by you of any of the provisions of this Agreement;
- b) any infringement of any intellectual property or other right of any party caused by the use of your username and password;
- c) any claim or proceeding brought by any person against YES BANK as a consequence of the use or misuse of the Service or any interruption in Services of YES BANK or any delay or inability on part of YES BANK to perform the Services pursuant to the provisions of this Agreement.

You hereby agree that under no circumstances, YES BANK's aggregate liability for claims relating to Service, whether for breach or in tort (including but not limited to negligence) shall be limited to the charges/fees paid by you within the previous twelve (12) months for availing Service

12. General

This agreement is personal to you and you may not assign it to anyone. All notices to you shall be in writing at the address you have provided us or broadcasted by us on the Site or through the Service. All notices to us must be made in writing at our address below. Nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between us and/or between the Bank and the Aggregator. If any provision of this Agreement is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of the India apply to this Agreement. This Agreement constitutes the entire understanding between you and us about the Services.

13. Force Majeure

Under no circumstances shall YES BANK be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, virus, other malicious computer code, hacking, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials,

fires, flood, storms, explosions, acts of God, war, earthquake, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

14. Disclaimer

Data and information retrieved through the Service is for informational purposes only, and is not intended for trading or transactional purposes. YES BANK shall be not liable for any errors or delays in the content or information obtained through the Services, or for any actions taken in reliance thereon.

YES BANK shall not be liable for keeping the usernames and passwords used by you to access your third party accounts confidential or for any loss caused due to the misuse of such usernames and passwords.

YES BANK shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of the services provided on the links found on the YES BANK site.

15. The terms and conditions contained in respect of the Service are in addition to and without prejudice to the terms and conditions applicable to Net Banking Customers. You shall continue to be bound by and comply with all the terms and conditions of the various services available to Net Banking Customers. These terms and conditions are also in addition to and without prejudice to the terms and conditions applicable to the use of the web-site www.yesbank.in.

16. Also, when using the Service to access online services offered through your third party service providers, you will be subject to terms of those service providers. You acknowledge that we are not responsible for such terms, and if you have any problems with these service providers, you should contact them directly.

17. YES BANK reserves the right to modify this Agreement from time to time. Without being bound to do so, YES BANK may endeavour to provide you with notice of any such amendment. You would be required to keep yourself updated with the changes in the terms and conditions applicable to this Service. Your continued use of the Service after any amendment of the Agreement shall constitute an acceptance of all such amendments and you will be bound by such amended terms and conditions. YES BANK will not be liable to provide you any notice of any amendments to the Agreement, electronically or otherwise and it is your sole responsibility to be updated of any such amendments. You can review the most current version of this Agreement at any time by clicking Terms & Conditions on the login page of the aggregator.

18. Service Changes and Discontinuation

We reserve the right to change or discontinue, temporarily or permanently, the Service at any time without notice. In order to maintain the security and integrity of the Service we may also suspend your access to the Service at any time without notice. You agree that we will not be liable to or any third party for any modification or discontinuance of the Service.