



## WHATSAPP BANKING TERMS AND CONDITONS

These terms and conditions are applicable to the Users of WhatsApp that avail of the Services (defined hereinafter) provided thereon by Ujjivan Small Finance Bank Ltd (“**Bank**”) who are eligible for banking services and shall be deemed to include any amendments/ changes/ modifications thereto from time to time by the Bank (“Terms and Conditions”). These Terms and Conditions will be in addition and not in derogation to the terms and conditions relating to any Account held by the User in the Bank and/or the respective product/s or the service/s provided by the Bank.

### **1. DEFINITIONS AND INTERPRETATION**

“**Account**” refers to 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.

“**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, at its sole discretion-

“**Bank Registered Number**” is the authorized number of the Bank, registered with WhatsApp for the purposes of providing Services herein. -

“**Customer**” shall mean any person holding an Account with the Bank.

“**Customer’s Registered Number**” is the mobile number which the Customer has registered with the Bank.

“**Device**” means a computer, laptop, mobile phone, tablet or any other similar device that enables the User to access WhatsApp and avail the Services.

“**One Way Communication**” shall mean the service provided by the Bank to the User on WhatsApp where the Bank sends its User one-way messages through its 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 enable from time to time, at its discretion.

“**Privacy Policy**” shall have the meaning as ascribed to the term in Clause 12 hereto;

“**Service(s)**” shall mean the One Way Communication and Two Way Communication services provided by the Bank by itself or through any of its service providers, to a User on WhatsApp.

“**Two Way Communication**” shall mean the service provided by the Bank to the Users on WhatsApp where the User can communicate with the Bank by sending it messages in the form of making requests, seeking information, asking queries etc. to the Bank on the Bank Registered Number and where the Bank responds to such messages. However, this service and the Bank’s responses shall be limited only to such queries, information, requests etc. as may be determined by the Bank from time to time, at its sole discretion.

“**User**” 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.

“**User Information**” refers to the personal data or information or such other data or information including any sensitive personal data in relation to the User such as information in relation to the account

balance of the User, shared by the User or provided to the User by the Bank or collected or obtained from the User or from WhatsApp or from any such source in the course of the User availing the Services hereunder.

“WhatsApp” is the application provided by WhatsApp Inc., 1601 Willow Road, Menlo Park, California 94025.

## **2. ELIGIBILITY FOR USING THE SERVICES**

The User hereby agrees and undertakes that he shall use the Services only if he fulfills the eligibility as given below and shall otherwise not use the Services:

- i. The User has registered its Mobile Number with the Bank.
- ii. The customers having a satisfactory running Savings/ Current/ Over Draft/ Cash Credit account with the Bank.
- iii. The User is an individual who is a major, of sound mind, solvent and competent to contract;
- iv. The User is a resident of India; and
- v. The User is present within the territory of India at the time of utilization of the Services.
- vi. Non-Customers will be provided limited services such as instant account opening, locate branch/ATM etc.;

## **3. SERVICES**

The User 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. The Bank may also advise the availability/non-availability of any particular Service, at its sole discretion. The User hereby agrees that the Bank may at any time, without notice to the User, modify, discontinue or make additions/deletions to the Services offered to the User. The User agrees that he shall not hold the Bank responsible for not responding to the queries of/ information sought by the User or not providing a response to the satisfaction of the User or not processing any request of the User, in case such a message sent by the User in case the Bank does not receive an instruction to this effect in its systems or the message sent by the User is not in the format as required by the Bank or does not fall under the Services being offered by the Bank at the time or the Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever. The Bank will have no liability in case of any fraud or impersonation incidents through this platform.

Further, in case the Bank permits any Service in the nature of a transaction, the User agrees that such a 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**

For availing the One Way Communication and Two Way Communication service, the User agrees and confirms to have accepted

- i. the WhatsApp Banking Terms and Conditions applicable to the User for availing the Services mentioned herein;
- ii. any other Account/product/service/offer related specific terms and conditions as applicable and
- iii. all terms and conditions prescribed by WhatsApp for using its platform.
- iv. Provided that, the Bank may modify the process for authentication, registration and/or verification of the User, for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion. User may continue to receive SMS and email alerts for selected communications. Subscribing to the Service will be taken as explicit consent of a User to receive communication from Bank on WhatsApp. Users should not share any personal

identification/account related sensitive personal information such as account number, password, PIN, OTP, etc. hereon the facility subscription obtained will be deemed applicable for all linked accounts/ cards which have the same mobile number registered with Bank upon subscribing to the Services, User agrees that Bank shall share User's registered mobile number and name as available in Bank official records with WhatsApp.

- v. Provided that, the Bank may modify the process for authentication, registration and/or verification of the User, 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 or User, 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 User the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the Bank Registered Number.

## **5. APPLICABILITY OF T&C AND AUTHORITY TO THE BANK**

The User hereby accepts and agrees that all Services and communications (both One Way Communication and Two Way Communication) taking place on WhatsApp, initiated either by the Bank or the User, will be governed by and subject to these Terms and Conditions. Further, the User hereby agrees that the User grants express authority to the Bank for carrying out the Services requested by the User on WhatsApp on its Bank Registered Number. The Bank shall have no obligation to authenticate the User or to verify the identity of any User once the registration for Service is made or once it receives any request/ communication to its Bank Registered Number from any WhatsApp User 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.

## **6. IMPORTANT**

The User unconditionally and irrevocably agrees to the following:

- a) Both One Way Communication and Two Way Communication shall at all times be governed by and subject to these Terms and Conditions.
- b) That all the Services provided to him are 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.
- c) The User 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. Further, that all instructions relating to the Services will be issued satisfactory to the Bank in form and content.
- 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 User agrees that the User shall be responsible for upgrading any software, hardware and the operating system at his cost from time to time so as to be compatible with that of the Bank. 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 User and that the same shall be the User's sole responsibility to be able to continue his use of the Services.

- f) That the User shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided hereunder.
- g) That the User 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 law in India and/or the jurisdiction in which User 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 User or to any other person.
- h) The Bank reserves the right to remove or otherwise delete any content or submissions made by the User that violates the Bank's internal rules or which are inappropriate, as per the Bank's sole discretion, without undertaking any liability in relation to the same or giving any prior warning and/or intimation to the User.
- i) The responses sent by the Bank on WhatsApp are based on a program running at back-end. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any answers that the User may not find satisfactory or for any inaccuracies arising therefrom, the Bank shall not be held responsible. The User may call **1800 208 2121** or email **customercare@ujjivan.com** in case of any clarifications.
- j) By subscribing to the Bank's One Way Communication service, the User agrees to get its personal notifications/ alerts/acknowledgements via WhatsApp including portfolio holding, transaction details, value added subscriptions, alerts, notification services etc. The User 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 User authorizes the Bank to send the aforementioned alerts to the User 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.
- k) The User understands that using WhatsApp may carry extra risks. 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 User or any third party for the consequences arising out of or in connection with availing of this Service.
- l) The User 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 User or any third party for the consequences arising out of or in connection with using of this Service.
- m) The User is aware that authentication technologies and strict security measures may be required required for using mobile applications such as WhatsApp. The User undertakes to ensure that the User shall not reveal his password to any third party including employees and dealers of the Bank. The User shall be solely responsible for all the communication exchanged between the User and the Bank while utilizing these Services.
- n) The User understands that his Device. is vulnerable to the threats such as 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 User or any third party for the consequences arising out of or in connection with using of this Service. The User shall immediately opt-out of the Services by de-registering as per process notified by Bank.
- o) The User is responsible for keeping security safeguard of his Device and his account on WhatsApp linked to his registered mobile number.

- p) The User shall ensure appropriate network connection and the receipt of messages by the User 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 User 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 User's inability to use WhatsApp for any reason whatsoever.
- r) The User agrees that he 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.
- s) The Bank has the right to retract the User's right to utilize the Service anytime it deems fit without any notice to the User.
- t) These Terms and Conditions may be withdrawn, superseded or modified at any time whatsoever, by the Bank without any prior notice.

## **7. SECURITY MEASURES -**

The User hereby unconditionally and irrevocably understands and agrees that he must:

- i. 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;
- ii. commit the password to his Device to memory and not record any of them in a written or electronic form;
- iii. not let any unauthorized person have access to his Device or leave his Device unattended while accessing his WhatsApp;
- iv. 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;
- v. not remove the restrictions that may be imposed by the Device provider on the Device;
- vi. take adequate precautions from any ransomware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection. The User hereby agrees and accepts that he shall at all times be solely responsible for the protection and safekeep of his SIM card, Device and the applications installed thereon including WhatsApp, login ids, User Information, security details and passwords as mentioned hereinabove and hereby fully agrees that the Bank shall in no manner be liable for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise of the same.
- vii. Further the User agrees that he understands the risks of losing his SIM card or transferring his SIM card to another device. The Bank strongly advises the User, for the purpose of using the Services on WhatsApp, to delete the WhatsApp application when changing his device. Further the User 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 User's WhatsApp and the Services.
- viii. The User agrees that the Bank assumes no liability whatsoever in case of any event of such compromise of the User's WhatsApp account and the Bank shall not be held responsible for any such event. Further, the User agrees and understands that WhatsApp can also be logged on more than one device at the same time, including by using web log in and the User is aware of the risk in this regard while availing the Services such as compromise of User Information, breach of security of the User's WhatsApp account from a device other than the Users etc. and the User 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 User or any third party for the consequences arising out of or in connection with using of this Service.

- ix. The User 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 authorised by the User and acting for and on behalf of the User, with the authority and intention to bind the User 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 User, 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 User the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the Bank Registered Number.

## **8. RISKS**

The User hereby acknowledges that he/she is availing the Service(s) at his own risk and the User shall not hold the Bank responsible or liable for any of the risks. Apart from the risks mentioned above, these risks would include but not be limited to the following:

- i. Any failure on the part of the User to utilize the Services due to the technical glitch, network failure, legal restraints and other reasons beyond control of Bank.
- ii. Use of the Services
- iii. For the performance of any other entity involved in the process; and for any loss or damage incurred or suffered due to any error, defect, failure or interruption of the service or consequences arising out of delayed remittance.
- iv. Any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic instructions or any mistake, omission or error in transmission or delivery thereof or in deciphering the instructions from any cause whatsoever or from its misinterpretation received or any act or even beyond control of Bank.
- v. The technology for enabling the services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may 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 User. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any User instruction for whatsoever reason.

## **9. ACCURACY OF INFORMATION**

The User agrees that he is 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 false or erroneous information supplied by the User. The User agrees that if he notices any error in any information supplied to the Bank, the User shall inform the Bank of the same, as soon as possible. The Bank will endeavour to correct the error promptly. The User 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 User shall not hold the Bank responsible for any loss incurred or action taken by the User by relying on such information. The User further agrees that he 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.

## **10. LIABILITY**

The User agrees that he shall be liable for all loss from unauthorized uses of his WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these Terms and Conditions or if he has in any way contributed or caused the loss by negligent actions including the following:

- i. Keeping a written or electronic record of the User's Device password;
- ii. Disclosing or failing to take all reasonable steps to prevent disclosure of the User's WhatsApp and/or QR code and/or failing to advise the Bank of such disclosure within reasonable time.
- iii. Losing the SIM card on which the User's WhatsApp is registered;
- iv. Transferring the SIM card on which the User's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device.
- v. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his WhatsApp.

The Bank shall not be responsible or liable to the User 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 User above. The User agrees that the Bank shall in no circumstances be held liable to the User if the Services or if the User is unable to register for the Services in the desired manner/ in the manner provided for herein for reasons 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. 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 User or any other person. Further, 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.

WhatsApp is owned by a third-party who is not affiliated with the Bank. The Customer shall be solely responsible and shall have to adhere with and be guided by their privacy policies and the Bank has no control over it nor is the Bank responsible for the privacy or security policies thereof or any other third-party sites and/or applications that may be linked to the said service. The Bank does not validate and is not accountable for any ads, content, products, advice, opinions, recommendations or other material of third-party sites and/or applications that may be promoted via advertising within any social media properties.

The User fully understands that the Bank is not endorsing the products or services of WhatsApp or of any advertisement etc. appearing thereon.

## **11.USER INFORMATION -**

The User understands and agrees that while the Bank has deployed processes and technology to prevent unauthorized use or accidental disclosure of the User Information or any other data pertaining to the User on WhatsApp, the User understands and accepts that by using the Services, the User Information and any other data of the User 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 User Information or any other data which is stored on therein. The

User unconditionally and irrevocably agrees and accepts that the Bank is not responsible for any compromise in such User Information/ data outside the control of the Bank and acknowledges that the User is providing the User Information at his own free will and risk.

The User hereby expressly consents to and authorises 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 User Information whether about me/us or not as may be deemed relevant by the Bank for its purposes:

- i) to collect the User 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 User 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 User 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;
- ii) process User Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;
- iii) to store the User Information for such period as may be required for contract, by law or for Bank's evidential and claims purposes, whichever is longer;
- iv) to share and disclose the User 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;
- v) 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. The User 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 User has no objection to the same. The User hereby confirms that all the authorisations and rights in any of (i) to (v) 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. The User hereby expressly agrees to the Bank and/or its affiliates for using the User Information and for crossselling to him their various products and services from time to time.

## **12. PRIVACY POLICY**

The User has read, understood and accepted the Privacy Policy of the Bank which can be found at <https://www.ujjivansfb.in/privacy-policy> ("Privacy Policy") - All the changes thereto from time to time by the Bank shall be binding on the User and the User shall update itself periodically for the privacy policies in force then from time to time by using the Bank's website for this purpose.

## **13. INDEMNITY**

The User shall agree to indemnify, defend and hold harmless the Bank and its directors, officers, owners, agents, employees and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable



attorney's fees, and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from the actions of the User including:

- a. Any breach or non-compliance of any term of these Terms and Conditions or any of the laws, rules, regulations, circulars and notifications issued by Regulators, etc. by User.
- b. Breach of any of the terms, conditions, statements, undertakings representations and warranties of these Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time,
- c. Any dispute or litigation caused by the User actions or omissions.
- d Any negligence or violation or alleged violation of any law or rights of a third party.

#### **14. WITHDRAWAL OF SERVICES**

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 User.

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

The User agrees that by using the Service, 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 User 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 User in the same manner as if the User has agreed to the same in writing.

#### **15. PROPRIETARY RIGHTS**

The User 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. The permission given by the Bank to avail of the Services to the User will/ does not create or convey any rights, title or interest to the User or to any person, in the above software or Intellectual Property Rights of the Bank. The User 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.

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

The User 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. The User 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. The Bank will be at liberty to discontinue/ suspend/ terminate the User'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.

#### **17. NOTICES -**

The Bank and the User may give notices under these Terms and Conditions electronically to the mailbox of either Party, in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to the address mentioned herein below:

Name: Ujjivan Small Finance Bank Limited

Grape Garden, No. 27  
3<sup>rd</sup> 'A' Cross  
18<sup>th</sup> Main, 6<sup>th</sup> Block  
Koramangala, Bengaluru 560 095

In addition, the Bank may also publish notices of general nature from time to time, through any medium of communication as may be decided by the Bank including publishing on the Bank Website. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

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

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 User agree to submit to the exclusive jurisdiction of the Courts located in Bangalore, India as regards any claims or matters arising under these Terms and Conditions. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the User hereby expressly consents to such jurisdiction. If any provision of these Terms and Conditions is deemed to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions affect such provision in any other jurisdiction.

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. GENERAL**

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The User shall not be entitled to assign this agreement to any other person. The Bank may subcontract and employ agents to carry out any of the Services or for any incidental purposes. 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 User.

## **20. ACCEPTANCE AND SIGNING**

By applying and opting in for the said Services, the Customer acknowledges that he/she has read, understood and accepted said Terms & Conditions and other specific terms and conditions as pertaining to any products, services or facilities and such products, services or facilities availed by the Customer whether or not through WhatsApp. The User hereby expressly acknowledges and confirms that at the time of accepting and signing these Terms and Conditions as above, the User fulfills the eligibility to utilize the Services as provided in these Terms and Conditions.