



UJJIVAN SMALL FINANCE BANK

Build a Better Life

WHATSAPP AND CHATBOT BANKING TERMS AND CONDITIONS

These terms and conditions ("**Terms and Conditions**"), as amended from time to time, are applicable to the Users (*defined hereinafter*) eligible to avail of the Services (*defined hereinafter*) provided by Ujjivan Small Finance Bank Ltd ("**Bank**") on the Bank's Digital Channels (*hereinafter defined*). 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 with 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 bank account and/or fixed deposit and/or loan account and/or cards or any other type of bank account held by the Customer with the Bank and which are eligible for purpose of availing the Services.

"Account Related Services" shall mean the Services which pertain to providing information in relation to the Account of the Bank's Customer such as balance enquiry, transaction alerts, statement request, cheque services, account services or such other services which may be enabled by the Bank, from time to time, at its sole discretion.

"Applicable Law" shall mean and includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.

"Application" shall mean such application, access to which may be obtained by the User for availing Services, by registering themselves, with the application post successful authentication/verifications.

"Bank Registered Number" is the authorized number of the Bank, registered with Whatsapp for the purposes of providing the 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.

"Chatbot" means a conversational chatbot being an AI/ML application designed to mimic conversation with customers, aiming to understand the intent of the customers' request and fulfil them without human intervention, using natural language processing (NLP) algorithms to handle tasks such as answering user queries, providing services & support, onboarding, cross-sell & up-sell, nudging drop-off customers.

"Device" means a computer, laptop, mobile phone, tablet or any other similar device that enables the User to access the Digital Channels and avail the Services.

"Digital Channels" shall mean any digital platform including but not limited to, Bank's Website, WhatsApp, Chatbot Banking through which the Services may be deployed by the Bank and accessed and availed by User.

"Grievance Redressal Policy" shall mean the policy on Bank's Website.

“One Way Communication” shall mean the service provided by the Bank to the User on Digital Channels where the Bank sends its User one-way messages through its Bank Registered Number or authorised Chatbot 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 Commitment” shall have the meaning as ascribed to the term in Clause 15 hereto;

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

“Session” is a temporary and interactive information exchange between two or more communicating devices or between a computer and user. An established communication session may involve more than one message in each direction.

“Two Way Communication” shall mean the service provided by the Bank to the Users on Digital Channels, where the User can communicate with the Bank by sending it messages in the form of making requests, seeking information, asking queries to the Bank on the Bank Registered Number or its authorised Chatbot 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 as may be determined and permitted 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 through its Bank Registered Number or authorised Chatbot on Digital Channels using their Customer Registered Number or other requisite credentials (as may be stipulated by Bank from time to time) and using/availing the Services provided by the Bank through the Digital Channels.

“User Information” refers to the personal data, financial information or such other data and information including any sensitive personal data in relation to the User, shared by the User or provided to the User by the Bank or collected or obtained from the User from Digital Channels or from any such source in the course of the User availing the Services hereunder.

“Website” is the official website of Ujjivan Small Finance Bank Limited, “www.ujjivansfb.in”

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

“WhatsApp Guidelines” shall mean and include the WhatsApp privacy policy (as updated from time to time) and other applicable terms of use, guidelines of WhatsApp, and any amendments from time to time as more particularly mentioned on WhatsApp’s website www.whatsapp.com/legal.

2. INTERPRETATION

- i. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- ii. Words importing any gender include the other gender. ‘We/us’ refers to Bank/Bank and ‘You/yours’ refer to the customer using the Digital Channels.
- iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.
- v. Reference to any law or legislation, regulation, rule shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.

3. PURPOSE

The Digital Channels serve as supplementary mediums through which the Bank can communicate to the Users and provide Services and further enable certain services as the Bank may decide, from time to time.

4. ELIGIBILITY FOR USING THE SERVICES

The User hereby agrees and undertakes that he/she shall use the Services only if they fulfil the eligibility as given below and shall otherwise not be eligible to use the Services:

- i. The User is an individual who is a major, of sound mind, solvent and competent to contract;
- ii. The User is a guardian of a minor;
- iii. The User is a resident of India;
- iv. The User has a valid mobile number;
- v. Customer uses Customer's Registered Number
- vi. The Customer is a non-resident Indian (NRI) or is residing outside India.
- vii. The Customer is having a satisfactory running Account with Bank.
- viii. Non-Customers will be provided limited services to the extent determined by the Bank.

5. APPLICABILITY OF TERMS AND CONDITIONS

- i. These Terms and Conditions form a contract between the Users and the Bank.
- ii. By applying and opting in for the Services, the User agrees and confirms to have accepted
 - a. the Terms and Conditions applicable to the User for availing the Services mentioned herein;
 - b. the Privacy Commitment of the Bank applicable to the User for availing the Services mentioned herein
 - c. any other Account/product/Service/offer related specific terms and conditions as applicable and
 - d. WhatsApp Guidelines and other applicable terms and conditions prescribed by WhatsApp for using its platform (including the privacy policy of WhatsApp).
 - e. All other terms and conditions as may be prescribed by the respective Digital Channels, for using their platforms.
- iii. The User agrees 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.
- iv. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these or any other terms and conditions and applicable law.

6. TERMS OF SERVICES

- i. The User agrees and accepts that the Bank reserves the right to provide only such Services as the Bank may at its discretion permits from time to time.
- ii. The Bank may also advise on the availability/non-availability of any particular Service to the Users, at its sole discretion.
- iii. 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.
- iv. The User agrees that he shall not hold the Bank responsible for:
 - a. not responding to the queries / information sought by the User; or
 - b. not providing a response to the satisfaction of the User; or
 - c. not processing any request of the User; or
 - d. if the message sent by the User is not received by the Bank in its systems; or
 - e. if the message sent by the User is not in the format as required by the Bank or it does not fall under the Services being offered by the Bank to the User at that time; or
 - f. if the Bank does not receive such a message for any technical reasons or otherwise or for any reason whatsoever.

- v. The Bank will have no liability whatsoever in case of any fraud or impersonation incidents that may occur with the User while availing such Services.
- vi. Further, in case the Bank permits any Service in the nature of a financial transaction, the Customer 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; And the Customer hereby specifically authorizes and consents to debit/credit the Account/s to undertake and complete the Service requested.

7. REGISTRATION AND VERIFICATION

For availing the Services, the User agrees and confirms to have accepted that:

- i. User agrees to all the Terms and Conditions mentioned herein.
- ii. In case of WhatsApp banking services, 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 Registered Bank Number. Provided however that the Bank shall not be required to authenticate the User, if any request for the Services comes on WhatsApp to the Registered Bank 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 on the Registered Bank Number. 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.
- iii. User hereby grants express authority to Bank for carrying out the Services through Chatbot on other Digital Channels. In case of Chatbot banking services on Digital Channels, the User's identity shall be anonymous and only User's mobile number shall be required for OTP verification to confirm a User's identity and Bank shall be entitled to presume that the User itself is interacting with the Bank.
- iv. Subscribing to the Services will be taken as explicit consent of a User to receive communication from Bank on the respective Digital Channels and User may continue to receive SMS and email alerts for selected communications.
- v. Users should not share any personal identification/account related sensitive personal information such as account number, password, PIN, OTP, etc. on the Digital Channels, except for the sole purposes of authentication and verification of identity and for availing the Services.
- vi. Upon subscribing to the Services, User agrees that Bank shall share Customer's Registered Number and name as available in Bank's official records with the Digital Channels for the purpose of providing the Services and as per Applicable Laws.
- vii. A session with a 10-minute idle time-out is used for Users who have been verified and a reminder is shared to the customer after 5 minutes of inactivity and session is logged out after 10 minutes of inactivity.

8. USER UNDERTAKING:

The User unconditionally and irrevocably agrees and undertakes to the following:

- i. That all the Services provided to Users 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.
- ii. 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 in form and content satisfactory to the Bank.
- iii. The User shall adhere to and not violate the Terms and Conditions herein as well as Whatsapp Guidelines.

- iv. Account Related Services shall be provided only to Customers through Digital Channels and only after authentication and verification with the Customer's Registered Number.
- v. The User agrees 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 their use of the Services.
- vi. That the User shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided hereunder.
- vii. That the User shall not submit or transmit any content through this Service that is:
 - a. Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social,, threat to national security, threat to Bank's cybersecurity systems, etc.;
 - b. Encourages the commission of a crime or violation of any law in India or the jurisdiction in which User reside;
 - c. Violates any law in India and/or the jurisdiction in which User reside;
 - d. Infringes the intellectual or copyrights of Bank or any third party; or
 - e. Constitutes confidential information and/or personal or sensitive information/ financial data belonging to the User or to any other person, except for the Customer Registered Number or other personal data, as may be required solely for authentication and verification purposes in order to avail the Services.
- viii. 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.
- ix. The responses sent by the Bank on Digital Channels 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 **customer@ujjivan.com** or use any live agent chat feature that may be provided by Bank at its discretion, in case of any clarifications.
- x. By subscribing to the Bank's One Way Communication service, the User agrees to get their personal notifications/ alerts/acknowledgements via the respective Digital Channels, as applicable, including, alerts, notification, marketing services, etc. The User also agrees to receive notifications including but not limited to details of portfolio holding, transaction details, value added subscriptions, Account and transaction alert notifications, regulatory updates, personalized offers, new product features etc. on their Customer Registered Number via Digital Channels, as applicable. Further, by registering to the One Way Communication service on Digital Channels, the User authorizes the Bank to send the aforementioned alerts to the User on Digital Channels at the Bank's sole discretion and the Bank also may stop sending these alerts on such Digital Channels, at its sole discretion.
- xi. The User understands that using Digital Channels may carry extra risks. Further, any message and information exchanged on Digital Channels 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 it may 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 the Services.
- xii. 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 the Services.

- xiii. The User is aware that authentication technologies and strict security measures may be required for using mobile applications of Digital Channels. The User undertakes to ensure that the User shall not reveal their password, PIN, or confidential and sensitive information 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.
- xiv. The User understands that their 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 the Services. The User may at any point of time, immediately opt-out of the Services by unsubscribing as per process notified by Bank or call the Bank's phone banking team for support.
- xv. The User shall be responsible for keeping security safeguard of their Device and their account on Digital Channels, linked to their Customer Registered Numbers.
- xvi. 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.
- xvii. The User is aware that using any mobile application or the website 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 Digital Channels, for any reason whatsoever.
- xviii. The User agrees that they 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/technical failure at the Bank's end for any reason thereof.
- xix. The User agrees and understands that, the Bank has the right to revoke the User's right to utilize the Service, anytime it deems fit, without any notice to the User.
- xx. The User agrees and understands that, these Terms and Conditions may be withdrawn, superseded or modified at any time whatsoever, by the Bank without any prior notice.
- xxi. The User agrees to undertake the following security measures (collectively "**Security Measures**"):
 - a. keep the passcode or password or PIN or a security key of similar nature to their Device fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person;
 - b. commit the passcode or password or PIN or a security key of similar nature to their Device to memory and not record any of them in a written or electronic form;
 - c. not let any unauthorized person have access to their Device or leave their Device unattended or without password protection, while accessing Digital Channels;
 - d. put in place a passcode or password or PIN or a security key of similar nature to lock/restrict access to their 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 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 of the Digital Channels installed thereon , 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.

- g. Further the User agrees that they understand the risks of losing their SIM card or transferring their SIM card to another device. The Bank strongly advises the User, for the purpose of using the Services on Digital Channels, as applicable, to delete the Digital Channel applications, when changing their device. Further the User understands the risks of compromise of his QR code and the implications that it may have on his Digital Channels, including access by a third party to the User's Digital Channel applications and the Services.
- h. The User agrees that the Bank assumes no liability whatsoever in case of any event of such compromise or misuse of the User's Digital Channel account and the Bank shall not be held responsible for any such event. Further, the User agrees and understands that Digital Channel accounts (if applicable) 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 Digital Channel account, from a device other than the User's etc. and the User undertakes to be vigilant and careful and takes full responsibility for the security of their Digital Channel accounts.
- i. 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.
- j. 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 Digital Channels, to the Bank Registered Number.

9. GRIEVANCE REDRESSAL MECHANISM:

The User understands that the complaints/disputes regarding the Services will be governed by the Customer Grievance Redressal Policy of the Bank. The grievance redressal procedure of the Bank and the time frame fixed for responding to the complaints will be placed on the Bank's Website, subject to change from time to time. The User shall keep themselves updated regarding the Grievance Redressal Policy of the Bank, from time to time.

10. RISKS

The User hereby acknowledges that he/she is availing the Service(s) at their own risk and the User shall not hold the Bank responsible or liable for any of the following risks or consequences arising thereof:

- i. **Misuse of Password:** The User acknowledges that if any third person obtains access to the User's Device or SIM card or the User's WhatsApp or other Digital Channel account, such third party may be in a position to access User Information including Account related information of the User, which may be confidential in nature such as account balance, summary of bank account statements, etc. of the User. The User shall at all times ensure that the Terms and Conditions applicable to the use of the password and security of WhatsApp, Digital Channels and the Device of the User are strictly complied with at all times.
- ii. **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 User 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. The User has evolved/ evaluated all risks arising out of the same.
- iii. **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 form and manner prescribed by the Bank. For instance, the User is aware that he would be required to fill in the requisite details of the account with regard to which he seeks to obtain the account balance. In the event of any inaccuracy in this

regard, the User acknowledges that the User may be sent responses or shown information which may not be applicable to him or may not be sent a satisfactory response, and the User agrees that in such a scenario the Bank shall not be liable for any loss to the User in this regard. The User shall therefore take all care to ensure that there are no mistakes and errors and that the message sent/request made/ query asked by the User to the Bank in this regard is error free, accurate, proper and complete at all points of time. The User agrees that the Bank is providing the Services at the User's sole risk. The User 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. The User shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him in the course of availing of the Services.

- iv. **Technology Risks:** The technology for enabling the Services offered by the Bank could be affected by ransomware, virus or other malicious, destructive or corrupting code, programme 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 Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The User 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 honour any User instruction for whatsoever reason.
- v. **Privacy Breach:** Personal information, financial information or any other sensitive data will be required by Bank, third parties and Digital Channels like WhatsApp for delivering the Services. However, by using the Services, the User acknowledges and agrees that, no data transmission or storage system can be guaranteed to be absolutely secure and such data may get leaked or misused due to no fault of any of the Parties involved, despite reasonable measures to secure such data being taken by the Parties. To the fullest extent permitted by applicable law, the Bank disclaims any and all liability for unauthorised access, use, disclosure, alteration, or destruction of User's personal information or sensitive data, whether such breach is caused by hacking, security breach, or by any other means. User agrees to hold the Bank harmless from any claims, damages or losses resulting from such breaches.
- vi. The User unequivocally and unconditionally understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The User also accepts that the Bank hereby disclaims all liability in respect of the said risks.

11. ACCURACY OF INFORMATION

The User agrees that they are 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 they notice 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 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.

12. THIRD PARTY

- i. WhatsApp and other Digital Channels are owned by a third-party unaffiliated with Bank. The Users shall independently be guided by the WhatsApp Guidelines or other applicable guidelines of respective Digital Channels, including the privacy policies of WhatsApp and other Digital Channels and their third parties or group companies. Please be informed that the Bank has no control over WhatsApp Guidelines or any other policies framed by WhatsApp or other Digital Channels respectively. Bank is not responsible for the privacy or security policies of WhatsApp or these third-party sites or other third-party sites that may be linked to with Bank's social media channels or other Digital Channels. The Customer should always review the privacy and security practices and policies of each third-party site you visit, including WhatsApp and Digital Channels.
- ii. The Bank does not endorse and is not responsible for any ads, content, products, advice, opinions, recommendations or other material of third-party sites that may be promoted via advertising within any social media channels.
- iii. The User further understands and agree that WhatsApp or any other service provider through which we are providing the Services on WhatsApp or other Digital Channels may review and monitor, store the contents shared/communicated through the WhatsApp or other Digital Channels or other service provider(s), and may share the same with third parties. Hence, we strongly recommend that you:
 - a. Never share privacy-sensitive details via WhatsApp messages/ through the WhatsApp facility or through Chatbot on other Digital Channels.
 - b. That we will not send messages of our own accord this way and will only respond to the messages sent to us except for any important communication and awareness messages.
 - c. Not to contact us through the WhatsApp channel or Chatbot on other Digital Channels for complaints, grievances or similar important matters.
 - d. Never share your personal and sensitive information to any third parties, including Whatsapp or other Digital Channels without verifying the purpose for which the same is being collected. Further, ensure only the adequate data that will be required for availing the Services is being shared by you over the Digital Channels.

13. DISCLAIMER OF LIABILITY

- i. The User agrees that they shall be liable for all losses resulting from unauthorized uses of their Digital Channels, 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:
 - a. Keeping a written or electronic record of the User's Device password;
 - b. Disclosing or failing to take all reasonable steps to prevent disclosure of the User's WhatsApp and/or QR code/ credentials of other Digital Channels as applicable, and/or failing to advise the Bank of such disclosure within reasonable time.
 - c. Losing the SIM card on which the User's Digital Channel account is registered;
 - d. Transferring the SIM card on which the User's Digital Channel account is registered to another device without deleting the Digital Channel 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 or other Channels.
- ii. 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.

- iii. 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.
- iv. 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.
- v. The User expressly agrees that the access / availment of Services is at their sole risk. The Services is provided on an "as is" and "as available" basis. Except as warranted in the Terms and Conditions, Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Application / Services.
- vi. Bank shall not be responsible for any failure on the part of the User to utilize the Services due to the User not being within the geographical range within which the Services is offered and which forms part of the roaming network of such cellular service provider, providing services to the Customer(s)/User(s) availing such roaming facility from the respective cellular service provider.
- vii. If the User has reason to believe that the Device/mobile phone number is / has been allotted to another person and / or there has been an unauthorized transaction in the account and / or their mobile phone handset/Device is lost, they shall immediately inform Bank of the same. Further, User may also reach out to the Bank's customer care and phone banking team on 1800-208-2121 or customercare@ujjivan.com or visit the Website for any further information and assistance.

14. USER INFORMATION:

- i. 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 Digital Channels, 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 Digital Channels, 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.
- ii. The User unconditionally and irrevocably agrees and accepts that the Bank is not responsible for any compromise in such User Information/ data which is outside the control of the Bank and acknowledges that the User is providing the User Information at his own free will and risk.
- iii. 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 the User or not as may be deemed relevant by the Bank for its purposes:
 - a. to collect the User Information from the User and other physical or online sources including Digital Channels, 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;
 - b. process User Information as per Applicable Laws and regulations;

- c. to store the User Information for such period as may be required for contract, by Applicable Law or for Bank's record retention policies, whichever is longer;
- d. to share and disclose the User Information to authorised 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. 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.
- f. 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 authorised service providers. The User hereby expressly agrees to the Bank and/or its affiliates for using and processing the User Information for and the Services from time to time.

15. PRIVACY COMMITMENT:

- i. The User has read, understood and accepted the Privacy Commitment of the Bank for the Services.
- ii. The User hereby understands and acknowledges that, the Digital Channels simply serve as a supplementary medium of communication with the Bank and the User agrees and consents to the collections, usage, storage, or disclosure of personal data and any communications made through Digital Channels in accordance with Applicable Laws and for the purpose of:
 - Balance Enquiry
 - Last 5 transactions
 - Account Statement
 - Loan and Deposit Interest Rates
 - ATM Card Limits
 - ATM/Branch Locator
 - Card Off facility
 - Mobile Banking
 - Any other additional Services that may be added by Bank from time to time.

16. CONSENT FOR SERVICES AND SHARING PERSONAL DATA/ USER INFORMATION:

- i. The User hereby agrees and consents to the Bank for providing the Services through Digital Channels as a medium.
- ii. The User further agrees that any consent in relation to the Services given by the User to the Bank Registered Number shall be binding on the User.
- iii. The User hereby expressly agrees and consents to the Bank for sharing and/or displaying User Information including Account number (in masked form or otherwise), name of the User, type of Account, Account balance, summary of transactions including information which may constitute as sensitive personal data or information, on WhatsApp or other Digital Channels as may be necessary for provision of the Services.
- iv. For Services where the User is provided with a re-direction link to other webpages/ applications/ portals of the Bank for availing the Underlying Product/ Service, the User hereby consents to the

Bank for processing/sharing/ using/ disclosing the User Information, including with its service providers, for pre-filling such data in the webforms on such webpages/ applications/ portals.

17. UNSUBSCRIBE:

- i. User may choose/request for de-registration/un-subscription of the Services at any point of time by following the process as may be prescribed by the Bank from time to time.
- ii. The User may type 'Disable Whatsapp Marketing' or 'Disable Whatsapp Banking' based on their requirement to exit the Services on the Whatsapp Application.
- iii. However, the User agrees that for this to come into effect, it may take such time as may be required by the Bank.
- iv. 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 affected by the Bank.
- v. 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.
- vi. The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.
- vii. Once Bank has received the notification that User has unsubscribed/ opt-out from WhatsApp banking or Chatbot banking, Bank will no longer process customer information for the purpose(s) User originally agreed to and send any further notification/message through WhatsApp, other Digital Channels unless otherwise permissible under any applicable law.
- viii. It is advisable for Customers who have subscribed to this Service to delete WhatsApp chat/ images related to WhatsApp banking or any chat windows used on other Digital Channels; when changing their mobile phone/ device.

18. INDEMNITY

- i. The User agrees 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.
 - b. Any negligence, fraud, forgery, dishonesty, misconduct or violation of any of the Terms and Conditions.
 - c. 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.
 - d. Any dispute or litigation caused by the User actions or omissions.
 - e. Any negligence or violation or alleged violation of any law or rights of a third party.
 - f. Any breach of security or confidential information, data protection laws, infringement of intellectual property rights of any third parties or breach of any applicable laws and regulations.

19. WITHDRAWAL OF SERVICES

- i. The Bank shall be entitled to withdraw/ discontinue/ suspend/ disallow/revoke 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.
- ii. Bank may, without prior notice, suspend the WhatsApp Banking facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the WhatsApp Banking facility.

- iii. Bank may suspend or terminate WhatsApp Banking facility without prior notice if the customer has breached these Terms and Conditions or Bank learns of the death, bankruptcy of the customer.

20. BINDING NATURE OF TERMS AND CONDITIONS

The User agrees that by using the Services and completing the registration process as provided for hereunder, accepting these Terms and Conditions, 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.

21. 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 they shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

22. 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

Address: Grape Garden, No. 27, 3rd 'A' Cross, 18th Main, 6th 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.

23. DISCLOSURE:

The User hereby expressly authorize and give consent to the Bank to share, exchange, disclose, transfer or part with any of Account information or personal data, contained provided to/ available with the Bank, when the bank considers such disclosure as necessary or expedient, with:

- a. WhatsApp, employees or agents of the Bank, group entities, subsidiaries, branches in any jurisdiction;
- b. Auditors, any agencies/credit bureaus, any court or tribunal or any statutory, regulatory,
- c. judicial, governmental or administrative authority Central KYC registry, SEBI Know your client registration agency having jurisdiction over the Bank or its group entities/subsidiaries/branches;
- d. Service providers or any such person with whom the Bank contracts or proposes to contract in relation to the provision of services in respect of the account or facilities;

For the purpose: -

- a. of compliance with applicable laws or any order (judicial or otherwise), statutory or regulatory requirement to which the Bank, its subsidiaries or any its branches are subject to; or
- b. of facilitating banking transactions through the WhatsApp platform or other Digital Channels); or

- c. disclosures for credit review of any account, assets or service or any credit facilities received/availed/held by the Customer from the Bank (whether singly or jointly or otherwise); or
- d. for authentication or verification purposes, or
- e. research or analytical purposes, credit reporting, credit scoring, risk management, antimoney laundering checks, participation in any telecommunication; or
- f. to design financial services and to offer an enhanced, personalized online experience on the Website and third-party websites or otherwise.
- g. for enabling registration/verification/offering of any products or any investments to be made by the Customer with Bank's group companies/other companies.

24. GOVERNING LAW

These Terms and Conditions shall be governed by the laws 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 Banks accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India. The mere fact that the Service may be accessed through the internet by a User 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.

25. DISCLAIMER:

- i. Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/ services provided.
- ii. Digital Channels or any other service provider through which we are providing the Services can/may review and monitor, store the contents (including text, images, videos or other materials) shared/communicated through the Digital Channels, or other service provider(s) and may share/discard the same with third parties.
- iii. Bank shall not be involved in or in any way liable to the Users for any dispute between the User and a cellular service provider or any third party service provider or Digital Channels (whether appointed by Bank for such purpose or otherwise) while availing these Services through the Digital Channel platforms, and the User agrees to directly take up any claim/dispute with respect to the usage of Digital Channel platform directly with respective Digital Channels.

26. ASSIGNMENT:

- i. The Bank may subcontract and employ agents to carry out any of the Services or for any incidental purposes.
- ii. 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.

27. ACCEPTANCE

- i. 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.
- ii. 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.
- iii. The User hereby expressly acknowledges and confirms that at the time of accepting and signing these Terms and Conditions as above, the User fulfils the eligibility to utilize the Services as provided in these Terms and Conditions.