

Terms & Conditions
IDBI Bank Services on WhatsApp Application

These terms and conditions (“**WhatsApp Terms and Conditions**” as amended from time to time) are applicable to the Customer(s)/User(s) (*defined hereinafter*) that avail the Services (defined hereinafter) provided thereon by IDBI Bank Limited (“**Bank**”) on the WhatsApp platform and who are eligible for certain select banking services.

The WhatsApp Terms and Conditions shall be in addition to any other terms and conditions as stipulated by the Bank from time to time on its website (www.idbibank.in) whether pertaining to the account or in relation to other products, services, facilities or offers provided by the Bank.

Any services that may be offered to the Customer(s)/User(s) through the WhatsApp platform (“**WhatsApp**”) is at the discretion of the Bank and/or basis the eligibility criteria of a Customer(s)/User(s) and such services are subject to certain terms and conditions. In case of conflict between any of these WhatsApp Terms and Conditions and the terms and conditions for other services provided on the WhatsApp channel, specific terms and conditions of such services shall prevail.

A. Definitions

- (i) "**Account(s)**" or "**Accounts**" or "**Account**" refers to the bank account(s) so maintained by the Customer(s)/User(s) with the Bank which are eligible Account(s) for purposes of availing products and services through this Application;
- (ii) "**Account Related Services**" shall mean the Services which pertain to information in relation to the Account of the Bank's Customer including but not limited to balance enquiry, statement request which are enabled by the Bank, from time to time, at its sole discretion;
- (iii) "**Application**" shall mean such application, access to which may be obtained by the Customer(s)/User(s), for availing Services, by registering himself/herself with the Application post successful authentication/verification. In the current document, Application refers to "**Whatsapp**" which is provided by WhatsApp Inc. a subsidiary of Facebook Inc., and its headquarter located at 1601 Willow Road, Menlo Park, California 94025, United States of America. The services of the WatsApp are been provided by an authorized service provider to which the bank has entered in to an agreement
- (iv) "**Bank**" refers to IDBI BANK LIMITED, a company incorporated and registered under Companies Act, 1956 and a company within the meaning of the Companies Act, 2013 and also a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005. The term includes the successors and assigns of the Bank.
- (v) "**Customer**" shall mean: (a) a customer(s) of the Bank holding an Account/s; or (b) any prospective customer interacting with the Bank through Registered Bank Number; availing the Services provided by the Bank through WhatsApp.
- (vi) "**Customer Information**" refers to the personal data or information or such other data or information including any sensitive personal data in relation to the Customer such as information in relation to the account balance of the Customer, shared by the Customer or provided to the Customer by the Bank or collected or obtained from the Customer or from WhatsApp or from any such source in the course of the Customer availing the Services hereunder.
- (vii) "**Debit Card**" or "**ATM Card**" or "**Card**" refers to the card issued to the Customer against the Account(s). The Services defined herein below, if accessible on this Application are available to primary Debit Card/s linked to the Accounts and not on add on cards.
- (viii) "**Device**" means a computer, laptop, mobile phone, tablet or any other similar device that

- enables the Customer(s)/User(s) to access WhatsApp and use the Services.
- (ix) **“One Way Communication”** shall mean the service provided by the Bank to the Customer(s)/User(s) on WhatsApp where the Bank sends its Customer(s)/User(s) one-way messages through its Registered Bank 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.
- (x) **“Two Way Communication”** shall mean the service provided by the Bank to the Customer(s)/User(s) on WhatsApp where the customer request for services to which the banks sends the necessary response in the form of information/offers/details etc.,
- (xi) **“Privacy Policy” / “Privacy Commitment”** shall have the meaning as ascribed on the Website of the Bank.
- (xii) **“Registered Bank Number”** is the authorized phone number of the Bank, registered with WhatsApp for the purposes of providing Services herein;
- (xiii) **“Registered Customer Number”** is the mobile number which the Customer has registered with the Bank for availing these Services;
- (xiv)
- (xv) **“Services”** refers to One Way Communication and Two Way Communication services/products as made available by the Bank by itself or through any of its service providers to the Customer(s)/User(s) through this WhatsApp application from time to time.
- (xvi) **“Terms”** refer to terms and conditions for use of Whatsapp Banking as specified in this document and any other addition/deletion in Terms from time to time by the Bank.
- (xvii)
- (xviii) **“User”** refers to any user who uses the application and need not necessary to be a customer of the Bank.
- (xix) A **“Session”** is a temporary and interactive information interchange 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.

B. In these Terms, unless the contrary intention appears:

- (i) a reference to :
- an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
 - an "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
 - “law” 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.
- (ii) the singular includes the plural (and vice versa);
- (iii) words importing any gender include the other gender. ‘We/us’ refers to the Bank and ‘You/yours’ refer to the Customer(s)/User(s) using the WhatsApp facility / Services;
- (iv) the headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;
- (v) reference to the words “include” or “including” shall be construed without limitation;

(vi) reference to a gender shall include references to the female, male and neuter genders;

(vii) 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.

C. Eligibility for using the Services

The Customer(s)/User(s) hereby agrees and undertakes that he/she shall use the Services only if he/she fulfills the eligibility as given below:

- (i) The Customer(s)/User(s) is an individual and is a major;
- (ii) The Customer is a Guardian of a minor;
- (iii) The Customer(s)/User(s) is of sound mind, solvent and competent to contract;
- (iv) The Customer is a resident of India and is present in the territory of India at the time of utilization of the Services;
- (v) The Customer is a non-resident India (NRI) or is residing outside India.

D. Applicability of Terms & Conditions:

These Terms form the contract between the Customer(s)/User and the Bank for availing Services through Whatsapp application. By registering/opting-in for the Services and accessing the Service, the Customer(s)/User acknowledge and accept the Terms and other specific terms and conditions as pertaining to the Account and any other products/offers/facilities and services availed by the Customer(s)/User(s) whether or not through WhatsApp. Any conditions relating to the Account(s) of the Customer(s)/User(s) other than Terms will continue to apply except that in the event of any conflict between Terms hereof and the Account(s) conditions, these Terms will continue to prevail. These Terms will be in addition to and not in derogation of the Terms and Conditions relating to any Account(s) of the Customer(s)/User/or to those relating to services/facilities offered by the Bank and availed by the Customer(s)/User. The Customer(s)/User agrees that in the event the Customer(s)/User avails of any services/facilities offered by the Bank through its website, the Customer(s)/User shall be bound by all Terms stipulated / to be stipulated by the Bank from time to time displayed in the Bank's website, pertaining to such services/facilities and availed by the Customer(s)/User through Whatsapp application.

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions and other terms on the Bank website (www.idbibank.in), hereinafter referred to as "Website").

The Customer(s)/User(s) 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 Customer(s)/User(s), will be governed by and subject to these Terms. Further, the Customer(s)/User(s) hereby agrees that the Customer(s)/User(s) grants express authority to the Bank for carrying out the Services requested by the Customer(s)/User(s) on WhatsApp on its Registered Bank Number. Provided however that the Bank shall not be required to authenticate the Customer(s)/User(s), if any request for the Services comes on WhatsApp to the Registered Bank Number, and in case of a Customer(s)/User(s), if the number reflected in the requestor's mobile is a Registered Customer Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other Customer the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the Customer's number and it is the Customer itself and not any other person who is interacting with the 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.

- (i) This service/s is/are available to Customer(s)/ who is/are holding Whatsapp account(s), active mobile number and having a live bank account(s) with the Bank.
- (ii) This facility is available to the User(s) who is/are holding Whatsapp account(s) and active mobile number with limited services as decided by the Bank from time to time.
- (iii) Customer(s)/User shall register him/her-self for using Whatapp Banking services in such manner and through such modes as may be specified and made available by Bank from time to time for availment and use of the services.
- (iv) All account(s) opened with the Bank attached to the same Customer(s) Identification Number either singly or as a joint Account Holder will be accessible through the Application.
- (v) If Services are extended to the Minor's Account(s), the Bank shall not be liable or responsible for any loss and consequences arising out of the sharing the credentials with the minor/anyone. In such an event, the transaction through Whatsapp will be deemed to have been undertaken/done by the guardian and the Bank will not be held liable or responsible under any circumstances.
- (vi) Bank reserves the right to charge the Customer(s)/User for the services offered and the charges will be displayed in the Bank's website and the Customer(s)/User shall be deemed to have taken note of the same.
- (vii) It is understood that for the purpose of availing the Services:
 - a. This WhatsApp platform serves as supplementary medium through which the Bank can communicate with the Customer(s)/User(s) and provide Services and further enable certain services as the Bank may decide in its sole discretion
 - b. Customer(s)/User(s) shall have to put in a One Time Password (OTP) once in every session for availing the Services successfully.
- (viii) The Customer(s)/User(s) shall take all necessary precautions to prevent unauthorized and illegal use of the Services offered through the Application. The Bank shall not be held liable or responsible to the Customer(s)/User(s) in the event of any such unauthorized and illegal use of Services offered.
- (ix) The Customer(s)/User(s) agree to notify Bank immediately of any unauthorized use of OTP/Debit Card PIN/Passwords or any other breach of security regarding the Service.
- (x) The Customer(s)/User(s) shall irrevocably and unconditionally authorise the Bank to access necessary information for effecting transactions executed by him under the Services and to share the necessary information with any third parties for the purpose of accepting/ executing such requests.
- (xi) The Bank may keep records of the transactions as per its normal practice. In the event of any dispute, Bank's records shall be binding as the conclusive evidence of the transactions carried out through WhatsApp Banking services.
- (xii) The Customer(s)/User(s) shall agree not to use/access WhatsApp Banking and/or Services offered through the same in any manner other than as authorized by the Bank. In case the Customer(s)/User(s) uses WhatsApp Banking for any purpose which is illegal, improper or which is not authorised under these Terms/other specified terms then Bank has a right to take all reasonable measures in order to prevent unauthorised access to WhatsApp Banking services of the Bank.
- (xiii) While utilizing the Services, the Customer(s)/User(s) shall ensure that:
 - a. The full right and /or authority to access and avail the services obtained, shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories.
 - b. To provide the Bank with such information and/or assistance as is required by the Bank for the performance of the service and /or any other obligations of the Bank under Services.
 - c. He/she is responsible for providing the accurate and authentic information/instructions to the Bank for availing such Services.

- (xiv) The Customer(s)/User(s) shall ensure that he/she is utilizing this service at his/her own risk and the Bank shall not be held liable or responsible under any circumstances. These risks would include the following risks:
 - a. Any failure on the part of the Customer(s)/User to utilize the Services due to the technical glitch, network failure, legal restraints and other reasons beyond control of Bank.
 - b. Use of the Services
 - c. 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.
 - d. 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.
 - e. 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 Customer(s)/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 Customer(s)/User(s) instruction for whatsoever reason.
- (xv) The Bank shall assume no responsibility for:
 - a. Transactions carried out under the Service in good faith relying on the Customer(s)/User instructions.
 - b. Not carrying out transactions where the Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful, which shall not be questioned or challenged by the Customer(s)/User(s).
 - c. The Customer(s)/User(s) shall acknowledge and agree that the Bank remains a mere facilitator for this service and that the Bank does not warrant or claim any responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever and the Bank is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that he/she may suffer. The risk in this regard is entirely on the Customer(s)/User(s).
 - d. Unauthorized access of any third party to the information/instructions given by the Customer(s)/User(s) to third party using said Services.
 - e. For any direct, indirect or consequential damages occurred to the Customer(s)/User(s) while availing these Services, arising out of any error in the Services and which are beyond control of Bank.
 - f. When Bank acted in good faith.
 - g. Any loss, damage, liability caused or suffered by the Customer(s)/User(s) due to disclosure of all information of confidential nature.
- (xvi) The Customer(s)/User(s) shall agree that the charges if any for the Services offered by the Bank will be at the sole discretion of the Bank and the Bank is at the liberty to withdraw/modify/vary the same from time to time, without giving any notice to the Customer(s)/User(s).
- (xvii) The Customer(s)/User(s) shall agree to indemnify, defend and hold harmless the Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors 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 Customer(s)/User including :

- a. Any breach or non-compliance of any term of these Terms of Service or any of the laws, rules, regulations, circulars and notifications issued by Regulators, etc. by the Customer(s)/User(s).
- b. Any dispute or litigation caused by the Customer(s)/User(s) actions or omissions.
- c. Any negligence or violation or alleged violation of any law or rights of a third party.

E. The Customer(s)/User(s) shall agree that, by use of these Services, he/she shall be deemed to have agreed to all the above Terms and such Terms shall be binding in the same manner as if he/she has agreed to the same in writing.

F. Services

The Customer(s)/User(s) 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 inform/update the availability/non-availability of any particular Service, at its sole discretion. The Customer(s)/User(s) hereby agree that the Bank may at any time, without notice to the Customer, modify, discontinue or make additions/deletions to the Services offered to the Customer. The Customer(s)/User(s) agrees that he shall not hold the Bank responsible for not responding to the queries of/ information sought by the Customer or not providing a response to the satisfaction of the Customer(s)/User(s) or not processing any request of the Customer(s)/User(s), in case such a message sent by the Customer(s)/User(s) in case the Bank does not receive an instruction to this effect in its systems or the message sent by the Customer(s)/User(s) 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 the WhatsApp platform. Further, in case the Bank permits any Service in the nature of a transaction, the Customer(s)/User(s) 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.

G. Registration for the Application Access:

Customer(s)/User(s) shall be required to register on the WhatsApp Application to avail WhatsApp banking services with the same mobile no. updated in Bank records. As a safety measure the Customer(s)/User(s) must ensure that not to let any unauthorised person have access to the Application.

For availing the One Way Communication and Two Way Communication service, the Customer(s)/User(s) agrees and confirms to have accepted (a) the WhatsApp Terms and Conditions applicable to the Customer for availing the Services mentioned herein; (b) the Privacy Policy of the Bank applicable to the Customer(s)/User(s) for availing the Services mentioned herein; (c) any other Account/product/service/offer related specific terms and conditions as applicable and (d) all terms and conditions prescribed by WhatsApp for using its platform.

Provided that, the Bank may modify the process for authentication, registration and/or verification of the Customer(s)/User(s), for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion.

H. Unsubscribe/Opt-out:

Customer(s)/User(s) may choose/request for de-registration/un-subscription/Opt-out of the Services at any point of time by following the process as may be prescribed by the Bank from time to time. The process for de-registration/un-subscription shall be updated in the Application/Bank Website time to time. Currently, the Customer(s)/User(s) can Send 'STOP' keyword on the WhatsApp platform.

However, the Customer(s)/User(s) agrees that for this to come into effect, it may take such time as may be required by the Bank. The Customer(s)/User(s) 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 Customer's use of the Services at any time without assigning any reason whatsoever. The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.

Once the Bank receives the notification of the unsubscribing, Bank will no longer process Customer(s)/User(s) information for the purpose(s) originally agreed to and sent any further notification/message through WhatsApp, unless legally permissible otherwise.

I. Important:

- (i) The Customer(s)/User(s) shall apply to Bank for use of the Services (and/or for any changes to the options available under the Services) in such manner and through such modes as may be specified and made available by Bank from time to time including but not limited to application through forms as prescribed by Bank, and/or infinity, Bank 24-Hour customer care number, SMS if and when made available as permitted modes by Bank for use of the Services through the WhatsApp platform.
- (ii) Bank in its sole discretion shall decide the devices, software platforms, versions, networks, methods, and data services that will be supported by the WhatsApp platform for providing these Services. Any attempts to modify unsupported versions for use in the WhatsApp platform will be treated an unauthorized use and violation ("Unauthorized Use") of these WhatsApp Terms and Conditions. The Services through the WhatsApp platform shall be suspended with immediate effect if there is Unauthorized Use by the Customer(s)/User(s).
- (iii) The Customer(s)/User(s) agrees that the he/she shall be responsible for upgrading any software, hardware and the operating system at his/her own cost from time to time so as to be compatible to continue to avail the Services offered by 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 Customer(s)/User(s) and that the same shall be the Customer's/User's sole responsibility. Some Services may not work on an outdated platform and hence it is Customer's/User's sole responsibility to ensure timely upgradation of the WhatsApp platform.
- (iv) By subscribing to Services on WhatsApp platform, the Customer agrees to get notifications via WhatsApp including account information, transaction details, and other services/communications/product information/offers/notices etc., by Bank time to time on the Registered Customer Number via WhatsApp.
- (v) The Customer irrevocably and unconditionally authorizes the Bank to access all his/her account(s) for effecting banking or other transactions for the Service requests received through the WhatsApp platform and to share the account information with any third parties for the purpose of accepting/ executing such Service requests of the Customers.
- (vi) The Customer agrees that any Account related Services including in relation to any card, loan related information/Service etc. (at the discretion of the Bank) shall be provided to the Customers through WhatsApp platform, only to a WhatsApp account associated with the Registered Customer Number.
- (vii) The Customer(s)/User(s) is aware that it may not be possible for the Bank to give detailed information on the Service/functionalities. The Bank shall not be responsible or liable to the Customer(s)/User(s) or any third party for the consequences arising out of or in connection with using of this Service or with respect to the limited information provided by the Bank on WhatsApp. In case the Customer requires further information, Customer can reach out to Bank either in the nearest branch, on Bank's Customer Care number or through any other channels provided by the Bank.

- (viii) The responses sent by the Bank on WhatsApp platform (either for One Way Communication and/or Two Way Communication) 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 Customer may not find satisfactory or for any inaccuracies arising therefrom, the Bank shall not be held responsible. The Customer(s)/User(s) may call Customer Care number or email at customercare@idbi.co.in or visit www.idbibank.in in case of any clarifications.
- (ix) The Customer(s)/User(s) agrees that Bank and / or its affiliates may hold and process the Customers personal information concerning the account/s on computer or otherwise in connection with the WhatsApp facility as well as for analysis, credit scoring and marketing. You agree and consent that we may collect, store, use and/or disclose your personal data for the Services as detailed on our Website. The Customer(s)/User(s) also agrees Bank may disclose, in strict confidence, to other institutions, its service providers, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention. The Customer(s)/User(s) using the WhatsApp facility authorizes Bank to collect and use technical information about the equipment and related software, hardware and peripherals and any data and information stored in the equipment, whether internet-based or wireless, to improve Bank's products and to provide services to the Customer.
- (x) All records of Bank generated by the transactions arising out of use of the Services through the WhatsApp platform, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
- (xi) Where Bank considers the instructions to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by Customer(s)/User(s) to the Bank through other channels provided by the Bank it may seek clarification from the Customer(s)/User(s) before acting on any instruction of the Customer(s)/User(s) or act upon any such instruction as it may deem fit. Bank shall have the right to suspend the Services if Bank has reason to believe that the Customer's/User's instructions may lead to direct or indirect loss or may require an indemnity from the customer.
- (xii) The Customer(s)/User(s) accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of Bank (and its affiliates) or its service providers.
- (xiii) On the Customer(s)/User(s) opting in for the Services through the WhatsApp platform, the Bank has the discretion to stop sending these alerts on SMS or any other channel.
- (xiv) The Customer(s)/User(s) is/are responsible for keeping security safeguard of his WhatsApp account linked to the mobile number.
- (xv) The Customer(s)/User(s) understand(s) that using WhatsApp application may carry extra risks and may not be secured. Further any message and information exchanged is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or may involve delay in transmission. Bank shall not be responsible or liable to the customer or any third party for the consequences arising out of or in connection with using of this Service.
- (xvi) The Customer(s)/User(s) understands that mobile phones are vulnerable to the threats such as but not limited to unauthorised -
- a) Access by intruders to the data /information
 - b) Identity theft
 - c) Privacy violations
 - d) Planting of stealth software and viruses
 - e) Disablement or distortion of operations
 - f) Interception of the transmission of encrypted data/message etc.

User shall immediately notify Bank in writing if user discovers/ suspects unauthorized access.

- (xvii) The Bank shall not be responsible or liable to the Customer(s)/User(s) or any third party for the consequences arising out of or in connection with using of this Service. The Customer should immediately opt-out of the Services as per the unsubscribe process.
- (xviii) The Customer(s)/User(s) is aware that using mobile applications involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. Bank do not make any representation or warranty that the WhatsApp facility/service will be available at all times without any interruption and further that Bank shall not be responsible for any variation, reduction or imposition of the terms or the Customer(s)/User(s) inability to use the mobile application.
- (xix) The Customer(s)/User(s) is aware that authenticated technologies and strict security measures are required for using mobile applications. Customer(s)/User(s) undertakes to ensure that the password is not revealed to any third party including Bank officials or any unauthorized person. Customer(s)/User(s) shall be solely responsible for all the communication exchanged between customer and Bank while logging into this service.
- (xx) Under no circumstances shall Bank, or its officials, employees, be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, this service or for receipt of any answer provided by Bank program running at the back-end.
- (xxi) The Customer(s)/User(s) agrees that the Customer shall not have any claim against Bank on account of any suspension, interruption, non-availability or malfunctioning of the WhatsApp service due to any link/mobile/system failure at Bank's end for any reason thereof.
- (xxii) The Customer(s)/User(s) shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of this WhatsApp service.
- (xxiii) The Customer(s)/User(s) shall ensure appropriate data network connection. Receipt of messages by Customer(s)/User(s) shall be subject to the data network connection and Bank shall not be held responsible for any delay or non-receipt of the responses at WhatsApp channel.
- (xxiv) The Customer(s)/User(s) shall not submit or transmit any content through this WhatsApp channel that is:
 - (a) Obscene, Vulgar, or Pornographic, immoral, illegal, illicit, unethical etc.
 - (b) Encourages the commission of a crime or violation of any law.
 - (c) Violates any law in India and/or the jurisdiction in which Customer(s)/User(s) resides.
 - (d) Infringes the intellectual or copyrights of the Bank or a third party.
 - (e) Constitute confidential information and/or personal or sensitive information/data belonging to the Customer(s)/User(s) or any third person.
- (xxv) Bank reserves the right to remove or otherwise delete any content or submissions made by the Customer(s)/User(s) that violates the rules or which are inappropriate, as per Bank's sole discretion, without any liability or giving warning to the Customer(s)/User(s).
- (xxvi) All instructions for availing the services under the WhatsApp facility shall be provided through the Registered Customer Number in the manner indicated by Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to Bank and the same shall be considered to be sufficient for availing of the services under the WhatsApp facility. The alerts would be sent on the mobile phone number, last registered with the Bank.
- (xxvii) The Customer(s)/User(s) agrees that if he/she notices any error in any information supplied to the Customer(s)/User(s) by the use of any of the Services, the Customer(s)/User(s) shall inform the Bank of the same, as soon as possible. The Bank will endeavor to correct the error promptly. The Customer(s)/User(s) agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized back up system maintained by the Bank and may not be continuously be updated in real time. The Bank shall provide the information as may

- be last updated on the systems of the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error and shall not hold the Bank responsible for any loss incurred or action taken by the Customer(s)/User(s) by relying on such information.
- (xxviii) The Customer(s)/User(s) agrees that the responses received by the Customer(s)/User(s) from Bank are based on program running at backend. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any inappropriate/inaccurate answers or any answers that the Customers may not find satisfactory, the Bank shall not be held responsible.
- (xxix) It is recommended for Customer(s)/User(s) who have subscribed to this WhatsApp service to delete WhatsApp application when changing their device so as to ensure there is no misuse of the same.
- (xxx) That all the Services provided to the Customer(s)/User(s) 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.
- (xxxi) The Bank has the right to retract the Customer's/User's right to utilize the Services anytime it deems fit without any notice to the Customer(s)/User(s).
- (xxxii) The Customer(s)/User(s) hereby acknowledges that he is availing the Services at his own risk and the Customer(s)/User(s) shall not hold the Bank responsible or liable for any of the risks including but not limited to the following:
- (a) Password misuse- The Customer(s)/User(s) acknowledges that if any third person obtains access to the Customer's/User's device or SIM card or the Customer's WhatsApp, such third party may be in a position to access Customer(s)/User(s) information including Account related information of the Customer(s)/User(s), which may be confidential in nature such as account balance, mini bank statements, etc. of the Customer Customer(s)/User(s).
 - (b) Mistake/Error- the Customer(s)/User(s) acknowledges that the Customer(s)/User(s) may be sent responses or shown information which may not be applicable to him/her or may not be sent a satisfactory response, and the Customer(s)/User(s) agrees that in such a scenario the Bank shall not be liable for any loss to the Customer(s)/User(s) in this regard. The Customer(s)/User(s) 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 Customer(s)/User(s) to the Bank in this regard is error free, accurate, proper and complete at all points of time. The Customer(s)/User(s) agrees that the Bank is providing the Services at the Customer's/User's sole risk. The Customer(s)/User(s) 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 Customer(s)/User(s) 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.
 - (c) It may also be possible that the site of the Bank may require maintenance or is otherwise down or there is a technical failure and during such time it may not be possible to process the request of the Customer(s)/User(s). This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The Customer(s)/User(s) 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 Customer(s)/User(s) instruction for whatsoever reason. The Customer(s)/User(s) unequivocally and unconditionally understands and accepts that the Bank shall not be

responsible for any of the aforesaid risks. The Customer(s)/User(s) also accepts that the Bank shall disclaim all liability in respect of the said risks.

(xxxiii) The Customer(s)/User(s) agrees that the Registered Bank Number on the WhatsApp platform cannot be used for grievance redressal or reporting fraud as of now, Bank will have no liability on reporting of such incidents received through WhatsApp. The Customer(s)/User(s) may call Customer Care number or email at customercare@idbi.co.in or visit www.idbibank.in in case of any clarifications.

(xxxiv) These Terms may be withdrawn, superseded or modified at any time whatsoever, by the Bank without any prior notice.

J. Third Party:

WhatsApp is owned by a third-party unaffiliated with Bank. The Customer(s)/User(s) shall independently be guided by the privacy policies of WhatsApp and the third parties or group companies of WhatsApp and the Bank has no control over them. Bank is not responsible for the privacy or security policies at these sites or other third-party sites that may be linked to within the Bank's social media channels. The Customer(s)/User(s) should always review the privacy and security practices and policies of each third-party site visit. 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.

The Customer(s)/User(s) further understands and agrees that WhatsApp or any other service provider through which we are providing the WhatsApp facility can review and monitor, store the contents shared/communicated through the WhatsApp or other service provider(s) and may share the same with third parties.

In view of the above, Bank strongly recommends that:

- (i) Never share privacy-sensitive details via WhatsApp messages/ through the WhatsApp facility.
- (ii) 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.
- (iii) Not to contact us through the WhatsApp channel for complaints, grievances or similar important matters.

K. Indemnity:

In consideration of Bank providing the WhatsApp facility, the Customer(s)/User(s), at his own expense, agrees to indemnify, defend and hold harmless, Bank, its directors and employees, representatives, agents, customers and/or the affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the Customer(s)/User(s) or otherwise for use of the WhatsApp facility.

The Customer(s)/User(s) further specifically agrees to indemnify, defend and hold harmless, Bank and/or its affiliates from any losses occurring as a result of the:

- i. the Customer(s)/User(s) permitting any third parties to use the WhatsApp facility.
- ii. the Customer(s)/User(s) permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone and the Bank acting/not acting on any instructions received from the same.
- iii. the Customer(s)/User(s) having breached the Terms.

L. Change of Terms:

Bank shall have the absolute discretion to amend or supplement any of the Terms, primary terms or guidelines at any time by hosting the same on the website or in any other manner as decided by Bank. The Customer(s)/User(s) shall be responsible for regularly reviewing these Terms, primary terms, guidelines and other terms including amendments thereto as may be posted on the website. Such

amended Terms, primary terms, guidelines; other terms will thereupon apply to and be binding on the Customer(s)/User(s).

If in the opinion of the Customer(s)/User(s), the changes are to his/her disadvantage, the Customer(s)/User may opt to close the Account(s) and/or discontinue with the Service/s.

By using any new services as may be introduced by Bank, the Customer(s)/User(s) shall be deemed to have accepted the changed Terms and additional terms and conditions stipulated by Bank.

M. Non-Transferability:

The grant of access to the Application to a Customer(s)/User(s) is not transferable under any circumstance and shall be used only by the Customer(s)/User(s).

N. Termination:

Bank may, at its discretion, withdraw temporarily or terminate the WhatsApp facility, either wholly or in part, at any time without giving prior notice to the Customer(s)/User(s). Bank may, without prior notice, or in case of breach of Terms by the Customer(s)/User(s) without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer(s)/User(s), suspend the WhatsApp 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 facility.

O. Proprietary Rights:

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

P. Notices:

Notices under these Terms may be given by Bank and the Customer(s)/User(s) in writing by delivering them by hand or by sending them by post to the last address given by the Customer(s)/User(s) and in the case of Bank to its corporate office address as set out hereinabove. In addition, Bank may also send the notices to the customers email ids if registered with the Bank or publish notices of general nature, which are applicable to all Customer(s)/User(s) in a newspaper or on its website. Such notices will have the same effect as a notice served individually to each Customer(s)/User(s). Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

Q. Disclosure:

The Customer(s)/User(s) 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, 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;
- (c) 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: -

- (i) 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
- (ii) of facilitating banking transactions through the WhatsApp platform or otherwise); or
- (iii) disclosures for credit review of any account, assets or service or any credit facilities received/availed/held by the Customer(s)/User(s) from the Bank (whether singly or jointly or otherwise); or
- (iv) for authentication or verification purposes, or
- (v) research or analytical purposes, credit reporting, credit scoring, risk management, anti-money laundering checks, participation in any telecommunication; or
- (vi) to design financial services and to offer an enhanced, personalized online experience on the Website and third party websites or otherwise.
- (vii) for enabling registration/verification/offering of any products or any investments to be made by the Customer(s)/User(s) with Bank's group companies/other companies.

R. Governing Law:

These Terms and/or the operations in the Account(s) of the Customer(s)/User(s) shall be governed by the laws of India. The Customer(s)/User(s) hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Customer(s)/User(s) hereby consents to that jurisdiction. Bank accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of India. The mere fact that the WhatsApp facility can be accessed by a Customer(s)/User(s) in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the account/s/services/offers provided to the customer and / or the use of the WhatsApp facility.

S. Severability:

Any provision of the Terms which is 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 the Terms or affect such provision in any other jurisdiction.

T. Applicability to Future Account(s):

Bank and the Customer(s)/User(s) agree that if the Customer(s)/User(s) opens further Account(s) with/subscribes to any of the products/services of Bank or any of the affiliates, and Bank extends the access to Application/ Services to such Account(s) or products or services and the Customer(s)/User(s) opts for use thereof, then the Terms shall automatically apply to such further use / access by the Customer(s)/User(s).

U. Disclaimer of Warranties/Liability:

The Customer(s)/User(s) expressly agrees that the access / use of the Application and/or availment of Services is at his/her sole risk. The Application is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, 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.

Bank shall not be responsible for any failure on the part of the Customer(s)/User(s) to utilize the WhatsApp facility due to the Customer not being within the geographical range within which the WhatsApp facility 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. If the Customer(s)/User(s) has reason to believe that the mobile phone number is / has been allotted to another person and / or there has been an unauthorized transaction in the account and / or his mobile phone handset is lost, he shall immediately inform Bank of the same.

The 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 Services.

The Customer(s)/User(s) agrees that Bank shall not be liable if:

- i. the Customer(s)/User(s) has breached any of the terms and conditions, contained herein or
- ii. the Customer(s)/User(s) has contributed to or the loss is a result of failure on part of the Customer(s)/User(s) to advise Bank within a reasonable time about unauthorized access of or erroneous transactions by use of the Services; or
- iii. as a result of failure on part of the Customer(s)/User(s) to advise Bank of a change in or termination of the Customer's mobile phone numbers/SIM ("Subscriber Identity Module") cards.
- iv. there has been an unauthorized transaction/instruction provided through the WhatsApp channel as a result of any person having control or custody of telecommunications instrument (such as the mobile handset) so that such instrument may be used to give telecommunications instruction without authorization or any other issue/default/error/technological problem in the telecommunication instrument (such as the mobile handset) or duplication of mobile number / SIM of the Customer such as but not limited to SIM card cloning, virus in handset etc.

Bank shall endeavor to provide the WhatsApp facility on a best effort basis and the Customer(s)/User(s) shall not hold Bank liable for non-availability of the WhatsApp facility or non-performance by service providers, if any, engaged by Bank or any loss or damage caused to the Customer as a result of use of the WhatsApp facility for causes which are not attributable to Bank. Bank shall not be liable in any manner to the Customer(s)/User(s) in connection with the use of the WhatsApp facility.

Bank shall endeavor to carry out the instructions received from the Customer(s)/User(s) through the WhatsApp channel promptly, provided that Bank, shall not be responsible for the delay in carrying out such instructions due to any reason whatsoever, including, but not limited to, failure of operational system or any requirement of law or Bank's internal policies.

The Customer(s)/User(s) accepts that each WhatsApp communication may contain certain account information relating to the Customer(s)/User(s). The Customer(s)/User(s) authorizes Bank to send account related information, though not specifically requested, if Bank deems that the same is relevant.

Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the WhatsApp facility. The Customer(s)/User(s) agrees that the access to the WhatsApp facility shall be only through the Registered Customer Number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer(s)/User(s).

Under no circumstance, Bank shall be held liable if the WhatsApp facility is not available for reasons including but not limited to natural calamities, epidemic/pandemic, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Bank. Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer(s)/User(s) or by any other person. Illegal or improper use of the WhatsApp facility shall render the Customer(s)/User(s) liable for payment of financial charges as decided by Bank or will result in suspension of the WhatsApp facility for the Customer(s)/User(s).

Bank is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by Bank in that behalf or otherwise) to the Customer(s)/User(s), which may affect the WhatsApp facility.

Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the WhatsApp facility. Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer(s)/User(s) or by any person resulting from or in connection with the WhatsApp facility.

Without limitation to the other provisions of these WhatsApp Terms and Conditions, Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any cellular service provider and Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer(s)/User(s), Bank's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the WhatsApp.

Notwithstanding anything in the contrary provided in this terms and conditions, Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer(s)/User(s) and a cellular service provider or any third party service provider or WhatsApp (whether appointed by Bank for such purpose or otherwise) while availing these Services through the WhatsApp platform.

The Customer(s)/User(s) shall not interfere with or misuse in any manner whatsoever the WhatsApp facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer(s)/User(s) shall be liable for damages to Bank or for any losses suffered by the Bank.

The Customer(s)/User(s) is solely responsible for protecting his/her OTP/debit card PIN/ password or mobile phone number and any other password and/or any other mode of verification as prescribed/ issued by Bank for the use of the WhatsApp facility from time to time without any liability of Bank in this regard. The Customer(s)/User(s) hereby agrees and accepts that he/she shall at all times be solely responsible for the protection and safe keep of his/her SIM card, Device and the applications installed thereon, specifically WhatsApp, login IDs, Customer(s)/User(s) 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 arising out of any action or omission because of compromise of the same in any manner whatsoever.

The Customer(s)/User(s) agrees that the Bank assumes no liability whatsoever in case of any event of such compromise of the Customer's WhatsApp and the Bank shall not be held responsible for any such event. Further, the Customer(s)/User(s) agrees and understands that WhatsApp can also be logged on from more than one device at the same time, including by using web log in and the Customer(s)/User(s) is aware of the risk in this regard while availing the Services such as compromise of Customer(s)/User(s) Information, breach of security of the Customer's WhatsApp account from a device other than the Customer's/User's and the Customer(s)/User(s) undertakes to be vigilant and careful and takes full responsibility for the security of his/her WhatsApp account. The Bank shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using of this Service.

Bank will not be liable for:

- i. any unauthorized use of the customer's OTP/debit card PIN, password or mobile phone number or for any fraudulent, duplicate or erroneous instructions given on the WhatsApp channel;
- ii. acting in good faith on any instructions received by Bank from or on behalf of the Customer(s)/User(s) in relation to the WhatsApp facility;
- iii. error, default, delay or inability of Bank to act on all or any of the instructions given by the Customer(s)/User(s) due to any reason;
- iv. loss of any information/instructions in transmission;

- v. unauthorized access by any other person to any information /instructions given by the Customer(s)/User(s) or breach of confidentiality.

Bank makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider or by WhatsApp or any other service provider enabling Bank to deliver services through WhatsApp to the Customer(s)/User(s).

Bank may provide any other services as a part of the WhatsApp facility and Bank shall not be liable for the oversight on part of the Customer(s)/User(s) to update himself /herself with the addition of services which have been included in the WhatsApp facility.

Disclaimer:

1. 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.
2. WhatsApp or any other service provider through which we are providing the WhatsApp facility can/may review and monitor, store the contents (including text, images, videos or other materials) shared/communicated through the WhatsApp platform or other service provider(s) and may share/disclose the same with third parties.
3. Bank shall not be involved in or in any way liable to the Customer(s)/User(s) for any dispute between the Customer(s)/User(s) and a cellular service provider or any third party service provider or WhatsApp (whether appointed by Bank for such purpose or otherwise) while availing these Services through the WhatsApp platform and the Customer agrees to directly take up any claim/dispute with respect to the usage of WhatsApp platform directly with WhatsApp.