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## TERMS AND CONDITIONS

These Terms and Conditions (“T&Cs”) shall be applicable to the Customer(s) that avail the Service(s) (defined hereinafter) provided by RBL Bank Limited (“RBL Bank/ RBL/ the Bank”) and who are eligible for certain select banking services on the WhatsApp platform and shall deem to include any amendments/ changes/ modifications thereto from time to time by the Bank .

The T&Cs shall be in addition to and not in derogation to the terms and conditions applicable to Deposit Account, account variant other relevant terms and conditions with respect to the products, services, facilities provided by the Bank (“Primary Terms and Conditions”) available on RBL Bank’s Website.

In case of inconsistency between the Primary Terms and Conditions and these T&Cs, the Primary Terms and Conditions shall prevail. All capitalised terms used but not defined herein shall have their respective meaning as ascribed under the Primary Terms and Conditions.

### 1. DEFINITIONS AND INTERPRETATION

i. **“Customer(s) Information”** refers to the personal data or information or such other data or information including any sensitive personal data in relation to the Customer(s) including but not limited to information pertaining to the account balance of the Customer(s), shared by the Customer(s) or provided to the Customer(s) by the Bank or collected or obtained from the Customer(s) or from WhatsApp or from any such source in the course of the Customer(s) availing the Service(s) hereunder.

ii. **“Device”** shall mean any electronic device including but not limited to computer, laptop, mobile phone, tablet that enables Customer(s) to access WhatsApp and use the Service(s).

iii. **“One Way Communication”** shall mean the Service provided by RBL Bank to the Customer(s) on WhatsApp where RBL sends its Customer(s) one-way message(s) through its Registered Bank Number in the nature of information, alerts, updates, transaction alerts in relation to the Customer(s) Account and such other communication(s) as RBL Bank may enable from time to time, at its discretion.

iv. **“Privacy Policy”** shall have the meaning as ascribed on the Website.

v. **“PIN”** shall mean Personal Identification Number.

vi. **Registered Bank Number** shall mean the authorized number of RBL Bank which is registered with WhatsApp for the purposes of providing Service(s) herein.

vii. **Registered Customer Number** is the mobile number which the Customer(s) has registered with RBL Bank.

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

ix. **“SIM”** shall mean Subscriber Identity Module.

x. **Two Way Communication** shall mean the service provided by RBL Bank to the Customer(s)

on WhatsApp where the Customer(s) can communicate with RBL by sending messages including but not limited to

making requests, seeking information, asking queries on the Registered

Bank Number. However, RBL

Bank's responses shall be limited only to such queries, information, requests as may be

determined by the Bank from time to time, at its sole discretion.

**xi. "WhatsApp"** is the application provided by WhatsApp Inc., 1601 Willow Road, Menlo Park, California – 94025.

**xii. "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, its group companies and any amendments from time to time as more particularly mentioned on WhatsApp's website [www.whatsapp.com/legal](http://www.whatsapp.com/legal) or websites of its group companies.

## **1.1 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.

(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

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

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

(i) The Customer(s) is an individual;

(ii) The Customer(s) is a major or is a guardian of minor; and

(iii) The Customer(s) is of sound mind, solvent and competent to contract;

(iv) The Customer(s) is a resident of India;

(v) The Customer(s) is a non-resident Indian (NRI) or Person of Indian origin (PIO) as defined in Foreign Exchange Management Act, 1999 (FEMA).

### **3. APPLICABILITY OF T&Cs AND AUTHORITY TO THE BANK**

3.1 These T&Cs form a contract between the Customer and Bank. By applying and opting in for the Services, the Customer agrees and confirms to have accepted:

- (a) the T&Cs applicable to the Customer for availing the Services mentioned herein.
- (b) the Privacy Policy of the Bank applicable to the Customer(s) for availing the Services mentioned herein.
- (d) any other Account/product/Service/offer related specific terms and conditions as applicable; and (e) WhatsApp Guidelines and other applicable terms and conditions prescribed by WhatsApp for using its platform (including the privacy policy of WhatsApp).

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

3.3 No act, delay or omission by the Bank shall affect its rights, powers and remedies under these T&Cs and Primary Terms and Conditions available on the Website.

3.4 The Customer(s) hereby agree that the Customer(s) grants express authority to RBL Bank for carrying out the Services requested by the Customer(s) on the Registered Bank Number.

3.5 It is understood and acknowledged by the Customer(s) that the Bank shall not be required to authenticate the Customer(s), if any request for the Services comes on WhatsApp to the Registered Bank Number. In an event the requestor's mobile number matches the Registered Customer Number, RBL Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp.

3.6 RBL Bank's own record or log of transactions maintained through the Bank's systems shall be accepted as conclusive and binding for all purposes.

### **4. SERVICES**

4.1 The Customer(s) agrees and accepts that RBL Bank reserves the right to provide only such Service(s) as RBL may at its discretion permit from time to time.

4.2 The Bank may also inform/update the availability/non-availability of any particular Service, at its sole discretion.

4.3 The Customer(s) hereby agrees that the Bank may at any time, without notice to the Customer(s), modify, discontinue or make additions/deletions to the Services offered to the Customer(s).

4.4 The Customer(s) agrees that he/she shall not hold RBL Bank responsible for:

- a. not responding to the queries of/ information sought by the Customer(s);
- b. declining a customer's request due to not meeting the eligibility criteria for using the Service(s) as outlines in these T&Cs.
- b. not providing a response to the satisfaction of the Customer(s) or not processing any request of the Customer(s).

c. in case a message sent by the Customer(s) is not received at the Bank's end or the message sent by the Customer(s) is not in the format as required by the Bank or does not fall under the Service(s) being offered by the Bank at the time or the Bank does not receive such a message for any reasons including but not limited to technical reasons.

4.5 Customer agrees and understands that WhatsApp is an additional channel of communication/availing Services and Bank offers the Services through other channels as well.

4.6 The Bank shall not be held liable for any instances of fraud or impersonation on WhatsApp. The Customer(s) acknowledges that WhatsApp is a third-party platform, unaffiliated with RBL Bank and that RBL Bank has no control or authority over it.

4.7 If RBL 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.

## **5. IMPORTANT**

The Customer(s) unconditionally and irrevocably agrees to the following:

5.1 Both One Way Communication and Two-Way Communication shall at all times be governed by and subject to these T&Cs.

5.2 That all the Service(s) provided to the Customer(s) are subject to applicable law(s) rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by any regulatory/ statutory/ governmental authority in India.

5.3 The Customer(s) shall provide RBL Bank with such information, instructions and/or assistance in the manner and form required by the Bank for provision the Service(s).

5.4 The Customer(s) agrees that any Services at the discretion of RBL Bank shall be provided to the Customer(s) through WhatsApp only to a WhatsApp account associated with the Registered Customer Number.

5.5 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.

5.6 The Customer(s) agrees that the Customer(s) shall be responsible for upgrading any software, hardware and the operating system from time to time at their own costs so as to be compatible to availing the Services offered by RBL Bank. RBL Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems from time to time and shall be under no obligation to support the software, hardware, operating systems used by the Customer(s) and that the same shall be the Customer(s)' sole responsibility to be able to continue his/ her use of the Service(s). Some Service(s) may not work on an outdated platform and hence it is Customer's sole responsibility to ensure timely upgradation of WhatsApp.

5.7 That the Customer(s) shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Service(s) provided hereunder.

5.8 That the Customer(s) shall not submit or transmit any content through this Service(s) that is:

5.8.1 Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.

5.8.2 Encourage the commission of a crime or violation of any law.

5.8.3. violates any state or federal law in India and/or the jurisdiction in which the Customer(s) reside.

5.8.4. infringes the intellectual or copyrights of a third party; or

5.8.5 constitutes confidential information and/or personal or sensitive information/ data belonging to the Customer(s) or to any other person.

5.9 The Bank reserves the right to remove or otherwise delete any content or submissions made by the Customer(s) that violates the Bank's internal rules or which are inappropriate and against the moral turpitude, as per the Bank's sole discretion, without undertaking any liability in relation to the same or giving any prior warning to the Customer(s).

5.10 The responses sent by the Bank on WhatsApp are based on a program running at back-end. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any answers that the Customer(s) may not find satisfactory or for any inaccuracies arising therefrom, the Bank shall not be held responsible.

5.11 By subscribing to RBL Bank's One Way Communication service, the Customer(s) agrees to get personal notifications/alerts/acknowledgements via WhatsApp including portfolio holding, transaction details, value added subscriptions, alerts, notification services etc. The Customer(s) also agrees to receive notifications including Account and transaction alert notifications, regulatory updates, personalized offers, new product features etc. on the mobile number registered with RBL Bank. Further, by registering to the One Way Communication service on WhatsApp, the Customer(s) authorizes the Bank to send the aforementioned alerts to the Customer(s) on WhatsApp and/or SMS at the Bank's sole discretion and the Bank also may stop sending these alerts on SMS or any other channel, at its sole discretion.

5.12 The Customer(s) understands that using WhatsApp may carry extra risks. Further, any message and information exchanged on WhatsApp shall be subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. RBL Bank shall not be responsible or liable to the Customer(s) or any third party for the consequences arising out of or in connection with using of this Service.

5.11 The Customer(s) is aware that it may not be possible for RBL Bank to give detailed information on the Service functionalities. RBL 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(s).

5.12 The Customer(s) undertakes to ensure that the Customer(s) shall not reveal his/ communication exchanged between the Customer(s) and RBL Bank while utilizing these Services.

5.13 The Customer(s) understands that their Device is vulnerable to various threats including but not limited to:

5.13.1 unauthorized access by intruders to the data/information contained on such Device.

5.13.2 identity theft.

5.13.3 privacy violations;

5.13.4 planting of stealth software, malware, viruses etc;

5.13.5 disablement or distortion of operations;

5.13.6 interception of the transmission of encrypted data/message etc;

5.13.7 Technology risks.

The Customer shall immediately notify RBL Bank in writing if Customer is suspicious of any unauthorized access. The Bank shall not be responsible or liable to the Customer(s) or any third party for the consequences arising out of or in connection with using of this Service(s). The Customer(s) shall immediately opt-out of the Services by de-registering for the services.

5.14. The Customer(s) is responsible for keeping security safeguard of his/ her Account on his/ her WhatsApp linked to his Registered Customer Number and RBL Bank shall not be liable and responsible for the security safeguards of the Customer(s)'s account, in any manner whatsoever.

5.15 The Customer(s) shall ensure appropriate network connection and the receipt of messages by the Customer(s) shall be subject to the network connection and RBL Bank shall not be held responsible and liable for any delay, suspension, interruption or non-receipt of the responses from RBL Bank.

5.16. The Customer(s) is aware that using the application on their Device 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, delay or suspension and that the Bank shall not be responsible and liable for any variation, reduction or imposition of the terms or the Customer(s) inability to use WhatsApp for any reason whatsoever.

5.17 The Customer(s) agrees that he/she shall not have any claim against RBL Bank on account of any suspension, interruption, non-availability or malfunctioning of the Service(s) due to system failure at RBL Bank's end for any reason thereof.

5.18 The Bank has the right to retract the Customer(s) right to utilize the Service anytime it deems fit, at Bank's sole discretion, without any notice to the User.

5.19 The Customer irrevocably and unconditionally authorizes the Bank to access all his Account(s) for effecting banking or other transactions for the Service requests received through the WhatsApp platform and to share the Account(s) information with any third parties for the purpose of accepting/ executing such Service requests of the Customer.

5.20 Where RBL Bank considers the instructions to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by Customer to the Bank through her personal information to any third party. The Customer(s) shall be solely responsible for all the

other channels provided by the Bank it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. RBL Bank shall have the right to suspend the Services if Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer.

5.21 The Customer accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by the representatives of RBL Bank (and its affiliates) or its service providers.

5.22 These T&Cs, s may be withdrawn, superseded or modified at any time whatsoever, by the Bank without any prior notice, at Bank's sole discretion.

5.23 It is understood by the Customer(s) that the Registered Bank Number cannot be utilised for the purpose of grievance redressal or reporting fraud as of now. It will not be the responsibility of



the Bank to act upon such incidents received through WhatsApp. In case of any further clarifications, the Customer(s) may visit the Website or call or email on the numbers and email id mentioned below:

- o Banking+91 22 6115 6300(customercare@rblbank.com)
- o Credit Card+91 22 6232 7777(cardservices@rblbank.com)

## **6. CONSENT FOR SERVICES AND SHARING PERSONAL DATA/ SENSITIVE PERSONAL DATA/ INFORMATION**

6.1 The Customer(s) hereby agrees and consents to RBL Bank for providing the Services through WhatsApp as a medium.

6.2 The Customer(s) hereby expressly agrees and consents to the Bank for sharing and/or displaying Customer(s) Information including Account number (in masked form or otherwise), name of the Customer(s) type of Account, Account balance, summary of transactions including information which may constitute as sensitive personal data or information, on WhatsApp as may be necessary for provision of the Services.

6.3 For Services where the Customer(s) is provided with a re-direction link to other webpages/ applications/ portals of RBL Bank for availing the underlying product/ Service, the Customer(s) hereby consents to RBL Bank for processing/ sharing/ using/ disclosing such Customer information, including with its service providers, for pre-filling such data in the webforms on such webpages/ applications/ portals.

## **7. SECURITY MEASURES**

7.1 The Customer(s) hereby unconditionally and irrevocably understands and agrees that he/she must:

7.1.1 keep the passwords to their Device strictly confidential and shall under no circumstance reveal any of the password(s) to any other person;

7.1.2 commit the password to memory and not record any of them in a written or electronic form;

7.1.3 not let any unauthorized person have access to their Device or leave their Device unattended while accessing their WhatsApp.

7.1.4 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;

7.1.5 take adequate precautions from any ransomware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection.

7.2 The Customer(s) hereby agrees and accepts that he/she shall at all times be solely responsible for the protection and safe keep of his SIM card, Device and the applications installed thereon, specifically WhatsApp, login ids, Customer Information, security details and passwords as mentioned hereinabove and hereby fully agrees that RBL Bank shall in no manner be liable for any direct, indirect, consequential or any other loss occurring on out of any action or omission on part of the Customer(s). The Customer(s) also agrees that he/she understands the risks of losing his SIM card or transferring his SIM card to another Device. The Bank strongly advises the Customer(s) that for the purpose of using the Services on WhatsApp, to delete the WhatsApp application when changing his Device.

7.3 The Customer(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) understands that WhatsApp can also be logged on more than one device at the same time, including by using web log in and the Customer(s) is aware of the risk in this regard while availing the Services such as compromise of Customer information, breach of security of the Customer(s)'s WhatsApp account from a Device other than the Customer(s) etc. and the Customer(s) undertakes to be vigilant and careful and takes full responsibility for the security of his WhatsApp account.

7.4 The Customer(s) also agrees and accepts that any person having access to any such Device of the Customer or if RBL Bank receives instructions from the Registered Customer(s)' Number, it shall be deemed to duly authorised by the Customer(s) and acting for and on behalf of the Customer, with the authority and intention to bind the Customer(s) irrevocably with any actions pursuant thereto including the acceptance of these T&Cs, vis-à-vis the Bank.

7.5 It is understood and accepted by the Customer(s) that WhatsApp can be logged on more than one Device at the same time, including logging through the web. The Customer(s) is aware of the risks including but not limited to compromising Customer(s) information, breach of security on the WhatsApp account from a Device other than the primary Device of the Customer(s) while availing the Service(s). Customer(s) undertakes to be fully responsible for the security of their WhatsApp account and the Bank shall not be held liable under any circumstance to the Customer(s) or to any third party for any consequence arising out of or in connection with using of this Service(s).

## **8. RISKS**

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

### **8.1 Misuse of Personal Information:**

The Customer(s) acknowledges that if any third person obtains access to the Customer's Device or SIM card or the Customer's WhatsApp, such third party may be in a position to access Customer information including Account related information of the Customer, which may be confidential in nature such as account balance, mini bank statements, etc. of the Customer. The Customer shall at all times ensure that the T&Cs applicable to the use of the password and security of WhatsApp and the Device of the Customer(s) are strictly complied with at all times.

### **8.2 Internet Frauds:**

The internet is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the Customer(s) while availing the Services. While RBL 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 RBL Bank for availing the Services. The Customer(s) has evaluated all risks arising out of the same.

### **8.3 Mistakes and Errors:**

For availing any Service(s), RBL Bank would require proper, accurate and complete details to be provided by the Customer(s). For instance, the Customer is aware that he/she would be required to fill in the requisite details of the account with regard to which he/she seeks to obtain the



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

## **8.4 Technology Risks:**

The technology for enabling the Service(s) offered by RBL 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 Customer(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) 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) instruction for whatsoever reason. The Customer(s) unequivocally and unconditionally understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer also accepts that the Bank shall disclaim all liability in respect of the said risks.

## **9. ACCURACY OF INFORMATION**

9.1 The Customer(s) agrees that if he/she notices any error, inaccuracy in any information supplied to the Customer by the use of any of the Service(s), the Customer(s) shall inform RBL Bank of the same, as soon as possible. The Bank will endeavour to correct the error promptly.

9.2 The Customer(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 RBL Bank and may not continuously be updated in real time. RBL Bank shall provide the information as may be last updated on the systems of RBL Bank. While RBL Bank will take all reasonable steps to ensure the accuracy of the statement, RBL Bank is not liable for any error and shall not hold RBL Bank responsible for any loss incurred or action taken by the Customer(s) by relying on such information.

9.3 The Customer(s) further agrees that he/she shall hold harmless and indemnify RBL Bank against any damages, losses, liabilities, settlements, costs, expenses, or fines that may be incurred or suffered by him, if the information contained in the above said outputs turns out to be inaccurate/incorrect.

## **10. LIABILITY**

10.1 The Customer agrees that he/she shall be liable for all loss from unauthorized uses of his WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these

T&Cs, or if he/she has in any way contributed or caused the loss by negligent actions including the following:

10.1.1 Keeping a written or electronic record of the Customer's Device password;

10.1.2 Disclosing or failing to take all reasonable steps to prevent disclosure of the Customer's WhatsApp and/ and/or failing to inform RBL Bank of such disclosure within reasonable time.

10.1.3 Losing the SIM card on which the Customer's WhatsApp is registered;

10.1.4 Transferring the SIM card on which the Customer's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device;

10.1.5 Not advising RBL Bank within a reasonable time about unauthorized access to or erroneous transactions/ use of Service(s) on his WhatsApp.

10.2 RBL 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(s), including for any reasons aforesaid and the entire liability and responsibility due to any of the aforesaid shall completely be on the Customer(s) above.

10.3 The Customer(s) agrees that RBL Bank shall under no circumstance be held liable to the Customer(s) if the Service(s) or if the Customer(s) is unable to register for the Services in the desired manner for reasons including but not limited to natural disasters, legal restraints, faults in the telecommunication, internet or network failure, software or hardware error or any other reason beyond the control of the Bank.

10.4 RBL Bank shall under no circumstance be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Customer(s) or any other person.

10.5 RBL Bank is not responsible for the privacy or security policies of WhatsApp and any other entity that may be linked to/ from/ within it and does not assume liability for any damage incurred by the Customer(s) from the use of said application. The Customer(s) fully understands that the Bank is not endorsing the products or services of WhatsApp or of any advertisement appearing thereon.

## **11.CUSTOMER INFORMATION**

11.1 The Customer understands and agrees that while RBL Bank has deployed processes and technology to prevent unauthorized use or accidental disclosure of the Customer Information or any other data pertaining to the Customer on WhatsApp, the Customer understands and accepts that by using the Services, the Customer Information and any other data of the Customer in relation to the Services may also be stored on the application/ server of WhatsApp, which are outside of the control of the Bank and the Bank cannot guarantee the security of the Customer Information or any other data which is stored on therein.

11.2 The Customer(s) unconditionally and irrevocably agrees and accepts that RBL Bank is not responsible for any compromise in such Customer Information and acknowledges that the Customer(s) is providing the Customer Information at their own free will and risk.

11.3 The Customer(s) hereby expressly consents to and authorises RBL Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to the Customer Information as may be deemed relevant by the Bank for its purposes:

11.3.1 to collect the Customer Information and other physical or online sources including WhatsApp accessing the same from credit information companies, to get the authenticity, correctness, adequacy, etc. of the Customer Information verified from any sources and persons including from online data bases; and to act for and on Customer(s)' behalf for such accessing, collecting or verifying of the Customer Information including using Customer's log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to the Customer(s);

11.3.2 process Customer Information in a manner including but not limited to by way of storing, structuring, organising, reproducing, copying, using, profiling, as may be deemed fit by RBL Bank;

11.3.3 retain Customer Information for such period as may be required for by applicable laws and regulations or for Bank's evidential and claims purposes, whichever is longer;

11.3.4 to share and disclose the Customer Information to service providers, credit information companies, , 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 RBL Bank or as per the consent;

11.3.5 any of the aforesaid may be exercised by RBL 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.

11.4 The Customer(s) understands and acknowledges that RBL Bank has engaged/ may engage a service provider from time to time, for various aspects including but not limited to services, storage, software/ hardware requirements, processing of requests, engines and has no objection to the same. The Customer hereby confirms that all the authorisations and rights in any of 11.3.1 to 11.3.5 above also extend to and are given above to the service providers of RBL Bank, including for all the sharing and disclosures amongst the Bank and its service providers.

11.5 The Customer(s) hereby expressly agrees to RBL Bank and/or its affiliates for using the Customer Information and for cross-selling to them various products and services of RBL Bank from time to time.

## **12 INDEMNITY**

12.1 The Customer(s) undertakes to indemnify and hold harmless RBL Bank and its directors, , representatives, officers, agents, employees against losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that RBL Bank may incur, sustain, suffer or be put to at any time as a consequence of action or inaction upon any instructions given by the Customer(s) or otherwise for use of the WhatsApp.

12.2 The Customer(s) further specifically agrees to indemnify, defend and hold harmless RBL Bank from any losses occurring due to incidents, including but not limited to:

12.2.1 the Customer(s) permitting any third parties to use the WhatsApp.

12.2.2 the Customer(s) permitting any other person to have access to his/ her Device or as a consequence of leaving the Device unattended or loss of Device and RBL Bank acting/not acting on any instructions received from the same.

12.2.3 the Customer having breached these T&Cs.

## **13. UNSUBSCRIBE**

13.1 Customer(s) may choose/request for de-registration/un-subscription of the Service(s) at any point of time by following the process as may be prescribed by the Bank from time to time.

13.2 The Customer(s) agrees that for this to come into effect, it may take such time as may be required by RBL Bank. The Customer(s) agrees that he/she will remain responsible for any requests made/ messages sent to the Bank using the Service(s) prior to the time such cancellation of the Services is effected by the Bank.

13.3 The Bank will be at liberty to discontinue/ suspend/ terminate the Customer(s) use of the Service(s) at any time without assigning any reason whatsoever. The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these T&Cs are breached.

13.4 Once the Bank has received the notification that the Customer(s) has unsubscribed, the Bank will no longer process the Customer(s) information for the purpose(s) originally agreed to and send any further notification/message through WhatsApp, unless legally permissible otherwise.

## **14. PROPRIETARY RIGHTS**

The Customer acknowledges that the software/ other internet related software which are required for providing the Service(s) or any intellectual property rights of RBL Bank in the process are the legal property of RBL Bank/ respective service providers. The permission given by the Bank to provide Service(s) to the Customer will/ does not create or convey any rights, title or interest to the Customer or to any person, in the software or intellectual property rights of the Bank. The Customer(s) agrees that he/ she shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

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

The Customer(s) agrees that by using the Service(s), sending any communication/ message to the Registered Bank Number on WhatsApp, the Customer shall be deemed to have read, understood and irrevocably and unconditionally accepted and agreed to all these T&Cs and such T&Cs shall be binding on the Customer in the same manner as if the Customer has agreed to the same in writing.

## **16. GOVERNING LAW AND JURISDICTION**

These T&Cs shall be governed by laws of India. Any dispute or differences arising out of or in connection with the Service(s) shall be subject to the exclusive jurisdiction of the courts of Mumbai.

RBL 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 can be accessed by any Customer in a country other than India does not imply that the laws of the said country govern these T&Cs.

## **17.ACCEPTANCE AND SIGNING**

The Customer hereby expressly acknowledges and confirms that the Customer has read, verified, understood, irrevocably agreed to and accepted and delivered all the T&Cs contained herein online by sending a message/ sending any communication on WhatsApp on the Registered Bank Number. The Customer hereby expressly acknowledges and confirms that at the time of accepting and signing these T&Cs as above, the Customer(s) fulfils the eligibility to utilize the Service(s) as provided in these T&Cs. RBL Bank may print paper copies of the electronic record or produce in any such form at its discretion this document and the Customer(s) signing as aforesaid, and the same shall be fully binding on the Customer(s) and the Customer(s) 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 contract.

