

Terms and Conditions for VKYC



Terms and Conditions for Video based Customer Identification Process (V-CIP) for Connected Parties of entities (viz. Company, Proprietorship Concerns, Partnership Firms, Society, Trust, HUF)

This document lays out the "Terms and Conditions", which shall be applicable to all account opening applications processed using the "Video based Customer Identification Process (V-CIP) service provided by SBM Bank (India) Limited

Before usage of this service, Customers are required to carefully read and understand these Terms and Conditions. Usage of this service by the Customer shall be construed as deemed acceptance of these Terms and Conditions mentioned hereinbelow.

The Customer also be bound by the specific Terms and Conditions relating to any account or any of the products or any other services offered by SBM Bank (India) Limited and availed of by the Customer. The Customer thereby agrees to abide by these Terms and Conditions (as amended by the SBM Bank from time to time) which shall be in addition to and not in derogation of the product specific Terms and Conditions unless otherwise specifically stated, without the requirement of providing a notice.

1. Definitions:

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise.

- a) 'SBM Bank' means **SBM Bank (India) Limited**, a company incorporated in India under the provisions of Companies Act 2013, being a Banking company incorporated under the Banking Regulations Act 1949, which is licensed to carry on its business of banking by the Reserve Bank of India bearing CIN U65999MH2017FLC293229, and having its Registered Office at 101, Raheja Centre, 1st Floor Free Press Journal Marg, Nariman Point Mumbai 400021
- b) 'Application Form' - means the Application Form submitted by the Customer for account opening proposition offered by SBM Bank, India.
- c) 'Customer' refers to a prospective customer of SBM Bank (which could be in the nature of a private limited company/ public limited company/ proprietorship concern / partnership firm / society / trust / HUF) who has applied for opening of an account offered by SBM Bank or an existing customer of SBM Bank.
- d) 'Connected Parties' includes, but not restricted to partners, directors, ultimate beneficiary owners, sole authorised signatory(ies), sole proprietor, power of attorney holder(s), trustee(s), karta, key controller(s) or settlor(s) of the Customer.
- e) 'UIDAI' means The Unique Identification Authority of India which is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 as amended by the Aadhaar and Other Laws (Amendment) Act, 2019.
- f) 'Customer Information' means Connected Party's Name, Address, Photograph, Date of Birth, Gender, Mobile Number, Email ID, PAN, Last 4 digits of Aadhaar No. and all other details which are submitted by the Customer/Connected Party as part of availing the VCIP services.

2. Scope of services

- a) Video Customer Identification Process (VCIP) is a method of customer identification by an official of SBM Bank by undertaking seamless, secure, real-time, consent based audio-visual interaction with the Connected Parties to obtain identification / Customer Information including documents/details for Customer due diligence purpose and to ascertain the veracity of the information furnished by such Connected Parties. V-CIP process will be used to establish an account-based relationship with a Customer or periodic KYC refresh of the Customer KYC as permitted by regulator from time to time. SBM Bank

may use either OTP based Aadhaar e-KYC authentication or Aadhaar Paperless offline e- KYC or digilocker or CKYC, take customer's photograph, take photograph of physical PAN Card of the customer (please note that use of printed copy of equivalent e-document including e-PAN is not valid for the VCIP), obtain live location of customer through geotagging, perform liveness checks of Connected Parties, use of banking correspondents, encrypt data wherever applicable, as permitted etc. to establish Customer Information. SBM Bank reserves the right to implement and/or amend the V-CIP process as permitted by Reserve Bank of India from time to time. If any of questions are Mandatory are incorrectly answered, or if any of the information provided is found unsatisfactory, inaccurate, suspicious, SBM Bank shall have the right to reject such application at its own sole discretion.

- b) Subject to these Terms and Conditions SBM Bank shall provide V-CIP services from time to time to enable Customers to be onboarded by SBM Bank by completion of their KYC formalities through V-CIP.
- c) Video KYC for the corporate entity accounts *per – se* is not permissible.

3. Use of the Services

- a) To access the VCIP for the first time, the Customer is required to accept all the terms and conditions governing the use of the services and to provide such information as SBM Bank may reasonably specify for identifying such Connect Party.
- b) By registering to use the VCIP, the Customer warrants that all customer information provided by the Customer to SBM Bank in relation to the VCIP is true, complete and up to date. SBM Bank shall not be required to independently verify the same.
- c) The VCIP services are for the sole and exclusive use by the Customer. No delegation of authority is permissible for any activity within the video KYC process.

4. Customer's Undertakings and Responsibilities

- a) The Customer undertakes to provide the Customer Information to SBM Bank and authorizes SBM Bank to collect and store Connected Party's all demographic details (including email id and mobile number) available through Aadhaar Paperless offline e- KYC data (Aadhaar XML) uploaded by the customer on the VCIP portal or other methods either in-house on SBM Bank premises or on cloud, as prescribed by RBI. In line with the RBI regulations, Customer further irrevocably and unconditionally authorizes SBM Bank to:
 - i) capture his/her live location (Geotagging) to ensure that he/she is physically present in India during the VCIP process.
 - ii) use and retain the Connected Party information, for KYC verification for the purpose of Account Opening / Re-KYC process
 - iii) share details with certified personnel, auditors for checking, conducting Vulnerability assessment/ penetration testing (VAPT) and other tests, and as mandated by RBI.
- b) The Customer shall provide such information as SBM Bank may from time to time reasonably request for the purposes of providing the VCIP services. The Customer shall at all times ensure that:
 - i) all customer information provided to SBM Bank is accurate, complete and up-to-date including, without limitation, the Connected Party's address and other contact details.
 - ii) the Aadhaar XML uploaded on SBM Bank is not older than 3 days from the date of download from UIDAI.

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- c) The Customer shall also provide a declaration to the effect that no other account has been opened nor will be opened using OTP based KYC in non-face-to-face mode with any other Regulated Entity, and for other matters (if any) as required per the extant RBI guidelines.
- d) The Customer understands that all field(s) in the online Application Form are mandatory (except where specified otherwise) and undertakes that if any field is left blank, or is filled with incorrect or incomplete data, the online Application Form shall be considered as incomplete and may be rejected by SBM Bank. The Customer and the Connected Party undertakes, agrees and confirms that any and all information/details/ data/documents etc., provided by the Connected Party (including PAN details / Form 60, nomination details, FATCA declaration etc) shall be accurate, up to date, genuine, true and correct in every manner whatsoever.
- e) SBM Bank will take reasonable care to ensure that customer information which is stored or transmitted using the VCIP services remains confidential and is not disclosed to any third parties outside SBM Bank without the Customer's written permission. However, the Customer authorizes SBM Bank to disclose or share Customer Information relating to him or his accounts (as the case maybe):
 - i) to any agent, contractor or third party service provider who provides services to SBM Bank in connection with the operation of its business;
 - ii) in respect of the Customer's application for third party product (if and when made available, apply for any third party product by submitting the relevant application through the intermediary of SBM Bank), to the relevant third party provider to the extent necessary for the purpose thereof; and
 - iii) where SBM Bank is obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where it reasonably thinks it necessary in order to give effect to any instruction or generally to enable SBM Bank to provide the services. The Customer and SBM Bank shall comply with all applicable data protection laws.
 - iv) The Customer confirms that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these Terms in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Customer further agrees to indemnify and hold SBM Bank harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- f) The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the VCIP services or any Internet site or any software comprised in them.
- g) The VCIP services or any marketing/promotional messages displayed as part of the services should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other product or service, to any person residing in a jurisdiction outside India, where it is unlawful to make such an invitation or solicitation.
- h) The Customer shall indemnify and hold SBM Bank harmless from and against any/all consequences arising from the Customer not complying with the provisions of any applicable laws, rules or regulations.

5. Confidentiality Obligations

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- a) Unless expressly permitted by these Terms, the Customer shall not attempt to:
 - i) sell, transfer, disclose, assign, convey, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any confidential Customer Information in any form or by any means to any other person or commercially exploit any Confidential Information;
 - ii) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
 - iii) incorporate or combine the Confidential Information with any other programs.
- b) The restrictions on disclosure shall not apply to any Confidential Information: -
 - i) Where its disclosure is required under law and regulation by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to SBM Bank; or
 - ii) Where SBM Bank has expressly agreed in writing to its disclosure.
- c) The Customer agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of SBM Bank and the respective information providers. No right, title or interest other than the right to access the Customer Information and any reports subject to these Terms and Condition is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.

6. Liabilities of SBM Bank

- a) SBM Bank will take reasonably practicable steps to ensure that its systems in connection with the services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to it from time to time.
- b) Neither SBM Bank, nor any member of SBM Bank nor any information provider warrants or represents that the VCIP services, the information and the reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- c) SBM Bank may suspend any service provided to the Customer under the VCIP services without notice where it considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security or SBM Bank needs to suspend the VCIP services for maintenance or other reasons. Due to the nature of the VCIP services, SBM Bank does not warrant that access to the services shall be uninterrupted, timely, or error free. SBM Bank will use reasonable efforts to inform the Customer without undue delay through the services, and/or its Website if any of the VCIP services is not available. In the event that SBM Bank has levied any charge to the Customer, which is specifically expressed to be for a particular service that is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the VCIP services as a whole) then it shall reimburse the Customer this sum. Other than reimbursing any sum as set out above, SBM Bank will have no further liability to the Customer.
- d) Unless due to the gross negligence or willful default of SBM Bank, any member of the SBM Bank or their respective officers or employees, and only to the extent of direct and reasonably foreseeable loss

and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither SBM Bank nor any member of SBM Bank assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with :-

- i) use of the VCIP services and/or access to any Customer Information as a result of such use by the Customer or any other person whether or not authorized;
 - ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the VCIP services, in transmitting instructions or information relating to the VCIP services or in connecting with the internet site(s) caused by any acts, omissions or circumstances beyond the reasonable control of SBM Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
 - iii) transmission and/or storage of any Customer Information and/or data relating to the Customer, the VCIP services and/or transactions or dealings conducted by the Customer pursuant to the VCIP services through or in any system, equipment or instrument of any communication network provider.
- e) In no event shall SBM Bank, any member of SBM Bank or any information provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.
- f) A successful completion of video KYC of one or more Connected Parties doesn't imply approval for opening of corporate entity account. All necessary due diligence and checks will be performed before the corporate entity account is opened.

7. Liabilities of the Customers

- a) The Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the VCIP services and/or access to any Customer Information or report or any other Customer Information as a result of such use by the Customer or any other person whether or not authorized
- b) The Customer shall indemnify SBM Bank, any member of SBM Bank, any information provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them on account of any incorrect information provided by the customer and SBM Bank/information provider acting/relying on the said information.

Further, the Customer agrees, at his/her own expense, to indemnify, defend and hold harmless SBM Bank and SBM Bank, its directors and employees, representatives, agents, and its affiliates against any claim, suit, action or other proceeding brought against SBM Bank and SBM Bank, its directors and employees, representatives, agents, and affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against SBM Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the usage of services with reference to:

- i) a violation of the Terms contained herein by the Customer;

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- ii) any unauthorized use of these services;
- iii) any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
- iv) any breach of any covenant or obligation to be performed by the Customer hereunder.

Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

8. Communication

- a) SBM Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions. SBM Bank may also publish notices of general nature, which are applicable to all Customers, on its website located at www.sbmbank.co.in; such notices will have the same effect as a notice served individually to each Customer.
- b) Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to SBM Bank, (where sent by post) 48 hours after posting if such address is in India and seven days after posting if such address is outside India or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to SBM Bank. Communications sent by the Customer to SBM Bank shall be treated as delivered to SBM Bank on the day of actual receipt.

9. Severability

Each of the provisions of these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid, or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

10. Waiver

No act, delay or omission by SBM Bank shall affect its rights, powers and remedies under these Terms or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms are cumulative and not exclusive of the rights and remedies provided by law.

11. Force Majeure

SBM Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Banks employees or those of a third party). Any delay or failure of this

kind will not be deemed to be a breach of the Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

For the purpose of this document 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Participant to perform and without limiting the generality thereof shall include the following:

- a) strikes, lock-outs or other industrial action;
- b) civil commotion, riot, invasion, war threat or preparation for war;
- c) outbreak of war, rebellion, revolution, hostilities, riot, civil disturbance, acts of terrorism;
- d) epidemic, quarantine restrictions, outbreak of debilitating disease and any travel restrictions or bans (including bans on non-essential travel) issued by the World Health Organisation or any governmental authority;
- e) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
- f) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- g) political interference with the normal operations of any Participant; and
- h) any change in or introduction of any Laws and Legal Requirements.

12. Miscellaneous

Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation, and an unincorporated body of persons

13. Governing law and Jurisdiction

- a) The VCIP services and these Terms shall be governed by and construed in accordance with the laws of India.
- b) SBM Bank and the Customer submits to the exclusive jurisdiction of the Courts at Mumbai.
- c) SBM Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of these terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction. Any provision of these 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 these terms or affect such provision in any other jurisdiction.