

TERMS AND CONDITIONS

BANKING SERVICES BY SBM BANK INDIA ON WHATSAPP

These terms and conditions are applicable to the Users (defined hereinafter) of WhatsApp that avail of the Services (defined hereinafter) provided thereon by SBM BANK INDIA (“Bank”) who are eligible for certain select banking services and shall be deemed to include any amendments/ changes/ modifications thereto from time to time by the Bank (“Terms and Conditions”).

1. DEFINITIONS

- a) “**Account**” refers to the savings and/or current account and/or fixed deposit and/or loan account and/or cards or any other type of account held by the Customer with SBM Bank.
- b) “**Bank Account Related Services**” shall mean the Services which pertain to information in relation to the Account of SBM Bank’s Customer including but not limited to balance enquiry, CIF (Customer Identification File) enquiry which are enabled by the Bank, from time to time, at its sole discretion.
- c) “**Registered Bank Number**” is the authorized number of the Bank, registered with WhatsApp for the purposes of providing Services herein.
- d) “**Customer**” shall mean any person holding an Account with the Bank.
- e) “**Data Fiduciary**” means any person who alone or in conjunction with other persons determines the purpose and means of processing of personal data
- f) “**Data Principal**” means the individual to whom the personal data relates and where such individual is-
 - a child, includes the parents or lawful guardian of such a child;
 - a person with disability, includes her lawful guardian, acting on her behalf;

- g) **“Data Processor”** means any person who processes personal data on behalf of a Data Fiduciary
- h) **“Personal data”** means any data about an individual who is identifiable by or in relation to such data, Personal Data shall have the same meaning as ascribed to the term 2(t) under the DPDA, 2023 and under the SPDI Privacy Rules, 2011 or any other applicable rules (as amended from time to time).
- i) **“Personal identifiable information”** means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.
- j) **“Sensitive personal data or information”** of a person means such personal information which consists of information relating to:
- Password
 - Financial information such as Bank account or credit card or debit card or other payment instrument details.
 - Physical, physiological and mental health condition.
 - Sexual orientation.
 - Medical records and history.
 - Biometric information
- k) **“User”** shall mean a Customer of the Bank or any other person interacting with the Bank on WhatsApp using the Bank Registered Number / using the Services provided by the Bank through WhatsApp
- l) **“User Information”** refers to the personal data or information or such other data or information including any sensitive personal data in relation to the User such as information in relation to the account balance of the User, shared by the User or provided to the User by the Bank or collected or obtained from the User or from WhatsApp or from any such source in the course of the User availing the Services hereunder.

- m) **“Registered Customer Number”** is the mobile number which the Customer has registered with SBM Bank India

- n) **"Device"** means a computer, laptop, mobile phone, tablet or any other similar devices that enables the Customer to access WhatsApp and use the Services.

- o) **“One Way Communication”** shall mean the service provided by the Bank to the Customer on WhatsApp where SBM Bank India sends its Customer one-way messages through its Registered Bank Number in the nature of information, alerts, updates, in relation to the Customer’s Account and such other communications as SBM Bank may enable from time to time, at its discretion.

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

- q) **“Service(s)”** shall mean services provided by SBM Bank on WhatsApp to Customer, these are One Way Communication and/or Two-Way Communication services provided by SBM Bank India by itself or through any of its service providers, to a Customer on WhatsApp.

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

- s) **“Bank Registered Number”** is 8655764178 or such other the authorized number of the business account of the Bank registered with WhatsApp for the purposes of providing Services, which may be changed from time to time as provided herein.

2. PURPOSE

WhatsApp platform serves as supplementary medium through which we can communicate with the User and provide Services and further enable certain services as the Bank may decide in its sole discretion.

3. ELIGIBILITY FOR USING THE SERVICES

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

- (i) The Customer is an individual and is a major;
- (ii) The Customer is a lawful guardian/parent of a minor or person with disability;
- (iii) The Customer is of sound mind, solvent and competent to contract;

4. APPLICABILITY OF TERMS AND CONDITIONS & AUTHORITY TO THE BANK

These Banking Services by SBM Bank India on WhatsApp form a contract between User and SBM Bank India. User shall apply to SBM Bank in the prescribed manner for availing of the Services.

By applying and opting in for the Services, User acknowledge that they have read, understood and accepted these WhatsApp Terms and Conditions and other specific terms and conditions pertaining to the Account and any other products/offers/facilities and services availed by User whether or not through WhatsApp.

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

5. SERVICES

- a. Services shall mean any of the following services provided by the Bank, by itself or through any of its service providers, by way of One-Way Communications and/or Two-Way Communications:
 - i. Service of information or details provided by the Bank in response to the Frequently asked questions (FAQs), queries raised by the User or information

sought by the User from the Bank in relation to the products/ services offered by the Bank.

- ii. Service of location-based information or details provided by the Bank including but not limited to location of branches
- iii. Service provided by the Bank by re-directing the User to the relevant platform/page/webpage of the Bank or its service provider wherein the User can avail of any product/ service from the Bank.
- iv. Service related to information shared by the Bank to its user in form of awareness messages, alerts, notifications, transaction alerts and other services offered by the Bank to its customers. These services can further be related to user account information like account balance, recent transactions, account statement etc.
- v. Service of information or details provided by the Bank including but not limited to communication of preapproved offers, like service offering related to loan/demat services/insurances as part of the Bank's marketing programs.
- vi. Any other additional service as may be provided by the Bank from time to time.

b. The User hereby agrees and confirms that the Services shall be subject to the following:

- i. The terms and conditions and other requirements as may be applicable to the respective Underlying Product/ Service from time to time;
- ii. Authentication process as may be prescribed by the Bank from time to time for the respective Underlying Product/ Service;
- iii. Sole discretion of the Bank to approve/ reject any request of the User at any time, without providing any reason for the same;
- iv. Sanction terms, eligibility criteria, internal checks and parameters and internal processes and policies of the Bank as prescribed by it from time to time; and/or
- v. Acceptance/ signing of the relevant documents and terms and conditions applicable to the respective Underlying Product/ Service in the form and manner as may be required by the Bank.
- vi. The User hereby agrees and confirms that the Bank may, at its sole discretion, add, remove, enable, or disable one or more Service(s) on WhatsApp without notice and without providing any reason or explanation for the same to the User and the Bank shall not be responsible for any loss that the User may suffer for this

- vii. The User hereby agrees that it shall not forward, share or disseminate any information, links or details provided by the Bank to the User through the Services to any other person or entity.
- viii. The User agrees and accepts that the Bank reserves the right to provide only such Services as the Bank may at its discretion permit from time to time. The Bank may also advise the availability/non-availability of any particular Service, at its sole discretion.
- ix. The User agrees that he shall not hold the Bank responsible for not responding to the queries of/ information sought by the User or not providing a response to the satisfaction of the User or not processing any request of the User, in case such a message sent by the User in case the Bank does not receive an instruction to this effect in its systems or the message sent by the User is not in the format as required by the Bank or does not fall under the Services being offered by the Bank at the time or the Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever.
- x. The Bank will have no liability in case of any fraud or impersonation incidents through WhatsApp.
- xi. In case the Bank permits any Service in the nature of a transaction, the User agrees that such a Service shall be subject to statutory/ regulatory limits and/or any limits that may be imposed by the Bank, from time to time, at its sole discretion.

6. REGISTRATION AND VERIFICATION

- a. For availing the One Way Communication service, User will agree and confirm to have accepted the Privacy Policy of SBM Bank <https://www.sbmbank.co.in/aboutus/privacy-policy.php> applicable to the User for availing the Services.
- b. For availing the Two-Way Communication service, User agree to have accepted the WhatsApp Terms and Conditions applicable to me / us for availing the Services mentioned herein;
 - i. the Privacy Policy of SBM Bank applicable to us for availing the Services mentioned herein and
 - ii. any other Account/product/service/offer related specific terms and conditions as applicable. Provided that, SBM Bank may modify the process for authentication, registration and/or verification required for availing the services, for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion.

7. Consent to WhatsApp application for various services offered by the Bank along with Consent to sharing Personal Identifiable Information (PII) and Sensitive Personal Identifiable Information (SPII)

- a) The customer/data principal hereby agrees and consents to the Bank for providing the Services through WhatsApp as an application.
- b. The customer/data principal hereby expressly agrees and consents to the Bank for sharing and/or displaying customer Information including Account number (in masked form or otherwise), name of the customer, type of account, account balance, summary of transactions including information which may considered as PII/SPII information to WhatsApp for the provision of the services.
- c. To avail the services, the customer/data principal will be redirected to other webpages/ applications/ portals of the Bank. The customer hereby consents to the bank for processing/sharing/ using/ disclosing the customer Information with the concern Third Party Service Providers

8. UNSUBSCRIBE

The User may choose/request for de-registration/un-subscription of the Services at any point of time by following the process as may be prescribed by the Bank from time to time.

Currently the Bank provides the following channels for un-subscription:

- i. Send 'Unsubscribe' keyword on the WhatsApp platform.

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

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 WhatsApp Terms and Conditions are breached. Once we have received the notification that the User have unsubscribed, we will no longer process the User's information for the purpose(s) to which the User originally agreed to and send any further notification/message through WhatsApp, unless legally permissible otherwise. All user data will be purged based on the existing policy and regulation of bank.

9. IMPORTANT

The User unconditionally and irrevocably agrees to the following:

- i. The User shall apply to SBM Bank for use of the Services through WhatsApp Platform (and/or for any changes to the options available under the Services) the existing the existing and through such modes as may be specified and made

available by SBM Bank from time to time including but not limited to application through forms as prescribed by SBM Bank.

- ii. SBM 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 as unauthorized use and violation (“Unauthorized Use”) of these SBM Bank on WhatsApp Terms and Conditions. The Services through the WhatsApp platform shall be suspended with immediate effect if there is Unauthorized Use by the User.
- iii. The User 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 SBM Bank. SBM Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc. from time to time and shall be under no obligation to support the software, hardware, operating systems used by the User and that the same shall be Banks sole responsibility. Some Services may not work on an outdated platform.
- iv. By subscribing to Services on WhatsApp platform, User will get notifications via WhatsApp including account information, transaction details, and other services/communications. User also receive notifications including offers, new product features, any other important notification sent by SBM Bank time to time etc. on the Registered Customer Number via WhatsApp.
- v. The User irrevocably and unconditionally authorize SBM 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 information with any third parties for the purpose of accepting/ executing such Service requests required by the User.
- vi. The User agrees that any Account related Services including in relation to any card, loan related information/Service etc. (at the discretion of SBM Bank) shall be provided to the User through WhatsApp platform only to a WhatsApp account associated with the Registered Customer Number.
- vii. The User is aware that it may not be possible for SBM Bank to give detailed information on the Service/functionalities. SBM Bank shall not be responsible or liable to the User or any third party for the consequences arising out of or in connection with using of this Service or with respect to the limited information provided by SBM Bank on WhatsApp. In case User requires further information, Customer can reach out to SBM Bank either in the nearest branch or on Customer Care number or through any other channels provided by SBM Bank.
- viii. The responses sent by SBM 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 User may not find satisfactory or for any inaccuracies arising therefrom, SBM Bank shall not be held responsible. User may call Customer Care number or email at customercare@smbank.co.in or visit www.smbank.co.in in case of any clarifications.

- ix. The User accepts that SBM Bank and / or its affiliates may hold and process the personal information concerning the account/s on computer or otherwise in connection with the Services provided by SBM Bank as well as for analysis, credit scoring and marketing. User shares the consent that SBM Bank may collect, store, use and/or disclose the User personal data for the Services as detailed on SBM Bank's Website www.smbank.co.in. User also accepts SBM 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.
- x. All records of SBM 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 SBM Bank considers the instructions to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by Customer to SBM Bank through other channels provided by SBM Bank it may seek clarification from the User before acting on any of the User instruction or act upon any such instruction as it may deem fit. SBM Bank shall have the right to suspend the Services if SBM Bank has reason to believe that the instructions by User may lead to direct or indirect loss or may require an indemnity from the User.
- xii. The User accept that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of SBM Bank (and its affiliates) or its service providers.
- xiii. Opting for the Services through the WhatsApp platform, SBM Bank has the discretion to stop sending these alerts on any other channel.
- xiv. The User will be responsible for keeping security safeguard of his WhatsApp account linked to the mobile number.
- xv. The User acknowledge and understands that using WhatsApp application may carry Cyber risks and may not be secured. Further any message and information exchanged is subject to the cyber or operational 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. The User hereby agree that SBM

Bank shall not be responsible or liable to us or any third party for the consequences arising out of or in connection with using of this Service.

- xvi. The User hereby understand that mobile phones are vulnerable to the threats such as but not limited to –
- 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.

The User shall immediately notify SBM Bank if they discover/ suspect unauthorized access. SBM Bank shall not be responsible or liable to User or any third party for the consequences arising out of or in connection with using of this Service. The User should immediately opt-out of the Services as per the unsubscribe process as detailed in section 8 above.

- xvii. The User is aware, understand that using mobile applications involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. The User hereby understand and accept that, SBM Bank do not make any representation and/ or warranty that the Services will be available at all times without any interruption and further that SBM Bank shall not be responsible for any variation, reduction or imposition of the terms or inability to use the WhatsApp mobile application.
- xviii. The User understand and are aware that authenticated technologies and strict security measures are required for using mobile applications. The User undertakes to ensure that the password is not revealed to any third party including SBM Bank officials or any unauthorized person. The User shall be solely responsible for all the communication exchanged between me / us and SBM Bank while logging into this service.
- xix. The User hereby accept that, under no circumstances shall SBM 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 SBM Bank program running at the back end.
- xx. They shall not have any claim against SBM Bank on account of any suspension, interruption, non-availability or malfunctioning of the WhatsApp service due to any link/mobile/system failure at SBM Bank's end for any reason thereof.

- xxi. The User shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of this WhatsApp service.

The User shall ensure appropriate data network connection. Receipt of messages by us shall be subject to the data network connection and SBM Bank shall not be held responsible for any delay or non-receipt of the responses at WhatsApp service / channel.

- xxii. The User shall not submit or transmit any content through this WhatsApp service channel that is: S
 - 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 resides.
 - d) Infringes the intellectual or copyrights of SBM Bank or a third party.
 - e) Constitute confidential information and/or personal or sensitive information/data belonging to the User or any third person.
- xxiii. SBM Bank reserves the right to remove or otherwise delete any content or submissions made by the User that violates the rules, or which are inappropriate, as per SBM Bank's sole discretion, without any liability or giving warning to me / us.
- xxiv. All instructions for availing the services under SBM Bank on Services shall be provided through the Registered Customer Number in the manner indicated by SBM Bank. User is also responsible for the accuracy and authenticity of the instructions provided to SBM Bank and the same shall be considered to be sufficient for availing of the services under the Services. The alerts would be sent on the mobile phone number, last registered with SBM Bank.
- xxv. If User notices error in any information supplied to the User by the use of any of the Services, User shall inform SBM Bank of the same, as soon as possible. SBM Bank will endeavour to correct the error promptly. User agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized back up system maintained by SBM Bank and may not continuously be updated in real time. SBM Bank shall provide the information as may be last updated on the systems of SBM Bank. While SBM Bank will take all reasonable steps to ensure the accuracy of the statement, SBM Bank is not liable for any error and shall not hold SBM Bank responsible for any loss incurred or action taken by the User by relying on such information.
- xxvi. The User further agrees that he shall hold the Bank harmless against any loss, damages, etc. that may be incurred or suffered by him, if the information contained in the above said outputs turns out to be inaccurate/incorrect.

- xxvii. It is recommended for Customers 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.
- xxviii. That all the Services provided to the User 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.
- xxix. SBM Bank has the right to retract the User right to utilize the Service anytime it deems fit without any notice to User.
- xxx. The User understands and acknowledges that the Registered Bank Number on the WhatsApp platform cannot be used for grievance redressal or reporting fraud as of now, SBM Bank will have no liability on reporting of such incidents received through WhatsApp. The User may call Customer Care number or email at customercare@smbank.co.in or visit www.smbank.co.in in case of any clarifications.
- xxxi. These Terms and Conditions may be withdrawn, superseded or modified at any time whatsoever, by SBM Bank without any prior notice.

10. SECURITY MEASURES

The User hereby unconditionally and irrevocably understands and agrees that he/she must: a) keep the passwords to his Device fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person; b) commit the password to memory and not record any of them in a written or electronic form; c) not let any unauthorized person have access to his Device or leave his Device unattended while accessing his WhatsApp; d) put in place a passcode or password or PIN or a security key of similar nature to lock/ restrict access to his Device and secure it from any unauthorized access and not share such passcode/ password/ PIN/ security key with any other person; e) not remove the restrictions that may be imposed by the Device provider on the Device's) take adequate precautions from any ransomware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection. The User hereby agrees and accepts that he/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, User Information, security details and passwords as mentioned hereinabove and hereby fully agrees that the Bank shall in no manner be liable for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise of the same. Further the User 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 User, for the purpose of using the Services on WhatsApp, to delete the WhatsApp application when changing his device. Further the User understands the risks of compromise of his QR code and the implications that it may have on his WhatsApp, including access by a

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

The User also agrees and accepts that any person having access to any such email/phone number/authentication form factor/Customer's Registered Mobile Number, shall be deemed to duly authorised by the User and acting for and on behalf of the User, with the authority and intention to bind the User irrevocably with any actions pursuant thereto including the acceptance of these Terms and Conditions, vis-à-vis the Bank. Provided however that the Bank shall not be required to authenticate the Customer or User, if any request for the Services comes on WhatsApp to the Bank Registered Number, and in case of a Customer, if the number reflected in the requestor's Device is a Customer's Registered Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other User the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the Bank Registered Number.

11. RISKS

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

a) Misuse of Password:

The User acknowledges that if any third person obtains access to the User's Device or SIM card or the User's WhatsApp, such third party may be in a position to access User Information including Account related information of the User, which may be confidential in nature such as account balance, mini bank statements, etc. of the User. The User shall at all times ensure that the Terms and Conditions applicable to the use of the password and security of WhatsApp and the Device of the User are strictly complied with at all times.

b) Internet Frauds:

The internet per se is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the User while availing the Services. While the Bank shall aim to provide security to prevent the same, it cannot guarantee any safeguard from such internet frauds, hacking, phishing and other

actions which could affect any instruction(s) given to the Bank for availing the Services. The User has evolved/ evaluated all risks arising out of the same.

c) Mistakes and Errors:

For availing any Service(s), the Bank would require proper, accurate and complete details to be provided to the Bank. For instance, the User 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 User acknowledges that the User may be sent responses or shown information which may not be applicable to him or may not be sent a satisfactory response, and the User agrees that in such a scenario the Bank shall not be liable for any loss to the User in this regard. The User shall therefore take all care to ensure that there are no mistakes and errors and that the message sent/ request made/ query asked by the User to the Bank in this regard is error free, accurate, proper and complete at all points of time. The User agrees that the Bank is providing the Services at the User's sole risk. The User agrees that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for reasons beyond the control of the Bank. The User shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him in the course of availing of the Services.

d) Technology Risks:

The technology for enabling the Services offered by the Bank could be affected by ransomware, virus or other malicious, destructive or corrupting code, programme or macro or any other security threat. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The User understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honour any User instruction for whatsoever reason. The User unequivocally and unconditionally understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The User also accepts that the Bank shall disclaim all liability in respect of the said risks.

12. ACCURACY OF INFORMATION

The User agrees that he/she is responsible for the correctness and accuracy of information supplied to the Bank in the course of availing the Services. The Bank accepts no liability and responsibility for the consequences arising out of erroneous, incomplete, inaccurate, untrue information supplied by the User. The User agrees that if he/she notices any error, inaccuracy in any information supplied to the User by the use of any of the Services, the User shall inform the Bank of the same, as soon as possible. The Bank will endeavour to correct the error promptly. The User agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized back up

system maintained by the Bank and may not 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 User by relying on such information. The User further agrees that he/she shall hold harmless and indemnify the 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.

13. THIRD PARTY

I/We hereby understand and agree that WhatsApp is owned by a third-party unaffiliated with SBM Bank. I/We along with SBM Bank acknowledges that, WhatsApp is rightful owner of all its name, logo, icons Trademarks and other intellectual property rights. User shall independently be guided by the privacy policies of WhatsApp and the third parties or group companies of WhatsApp and SBM Bank has no control over them. Hence, I/We hereby accept and agree that SBM Bank is not responsible for the privacy or security policies at these sites or other third-party sites that may be linked to within SBM Bank's social media channels. The User shall always review the privacy and security practices and policies of each third-party site whenever User visit such sites. SBM 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 User further understands that SBM Bank on WhatsApp service or any other service provider through which SBM Bank is providing the Services 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 encrypted format in compliance with the local regulatory, statutory or any authority in India.

Hence, SBM Bank strongly recommend that: and I/We shall abide to the below recommendations:

- i. I/We hereby agree and accept that, I/We will User should never share privacy-sensitive details via WhatsApp messages/ through the Services.
- ii. I/We hereby agreed and accept that I/We shall Do not contact SBM Bank through the WhatsApp channel for complaints, grievances or similar important matters, rather use SBM Bank's customer care contacts details to raise any of complaints, grievances or similar important matters.

14. USER INFORMATION

The User understands and agrees that while the Bank has deployed processes and technology to prevent unauthorized use or accidental disclosure of the User Information or any other data pertaining to the User on WhatsApp, the User understands and accepts that by using the Services, the User Information and any other data of the User in relation to the Services may also be stored on the application/ website/webpage and server of WhatsApp, which are outside of the control of the Bank and the Bank cannot guarantee the security of the User Information or any other data which is stored on therein. The User unconditionally and irrevocably agrees and accepts that the Bank is not responsible for any compromise in such User Information/ data outside the control of the Bank and acknowledges that the User is providing the User Information at his own free will and risk. The User hereby expressly consents to and authorises the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to the User Information whether about the User or not as may be deemed relevant by the Bank for its purposes:

- i) to collect the User Information from me and other physical or online sources including WhatsApp accessing the same, to get the authenticity, correctness, adequacy, etc. of the User Information verified from any sources and persons including from online data bases; and to act for and on behalf of the User for such accessing, collecting or verifying of the User Information including using User log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to the User;
- ii) process User Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;
- iii) to store the User Information for such period as may be required for contract, by law or for Bank's evidential and claims purposes, whichever is longer;
- iv) to share and disclose the User Information to service providers, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per the consent;
- v) any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent;

The User acknowledges the Bank has engaged/ may engage a service provider from time to time, for various aspects related to Services, storage, software/ hardware requirements, processing of requests, engines, responses, etc. The User has no objection to the same. The

User hereby confirms that all the authorisations and rights in any of (i) to (v) above also extend to and are given above to the service providers of the Bank, including for all the sharing and disclosures amongst the Bank and its service providers. The User hereby expressly agrees to the Bank and/or its affiliates for using the User Information and for cross-selling to him their various products and services from time to time.

15. DISCLAIMER OF LIABILITY

SBM Bank shall not be responsible for any failure to utilize the Services due to User not being within the geographical range within which the Services is offered and which forms part of the roaming network of such cellular service provider, providing services to us availing such roaming facility from the respective cellular service provider.

16. LOSS OF MOBILE PHONE

If the User 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 the User mobile phone handset is lost or stolen, User shall immediately inform SBM Bank of the same through the User email id registered with SBM Bank at customercare@sbmbank.co.in or visit SBM Bank's nearest Branch and request for deregistration of the mobile phone number.

The User hereby accepts and understand that:

- i. Once SBM Bank receives the request from the User for deregistration of the mobile phone number from its systems and records, SBM Bank shall take all reasonable efforts to deregister the mobile phone number as per SBM Bank's internal guidelines on registration/ deregistration of mobile phone number.
- ii. Once the registered mobile phone number is successfully deregistered, only then the WhatsApp Services shall be discontinued/ stopped.
- iii. The User will be able avail the WhatsApp Services, once again, on the same mobile phone number (which has already been deregistered) or an alternate mobile phone number upon completing the due process for availing the WhatsApp Services.

The User agrees that SBM Bank shall not be liable if:

- i. The User have breached any of the terms and conditions, contained herein or
- ii. The User have contributed to, or the loss is a result of failure to advise SBM Bank within a reasonable time about unauthorized access of or erroneous transactions by use of the Services; or

- iii. As a result of failure User hereby shall advise SBM Bank of a change in or termination of 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 User such as but not limited to SIM card cloning, virus in handset etc.

SBM Bank shall endeavour to carry out the instructions received from User through the WhatsApp channel promptly, provided that SBM 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 SBM Bank’s internal policies.

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

SBM Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the Services. Access to the Services shall be only through the registered mobile phone number and any transaction which originates from the same, whether initiated by the User or not, shall be deemed to have originated from the User.

Under no circumstance, SBM Bank shall be held liable if the Services is not available for reasons including but not limited to natural calamities, legal restraints, termination / suspension of services from WhatsApp, faults in the telecommunication network or network failure, or any other reason beyond the control of SBM Bank. SBM 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 User or by any other person. Illegal or improper use of the WhatsApp facility shall render the User liable for payment of financial charges as decided by SBM Bank or will result in suspension of the Services for the User.

SBM 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 SBM Bank in that behalf or otherwise) to the User, which may affect the Services.

SBM Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Services. SBM 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 User or by any person resulting from or in connection with the Services.

Without limitation to the other provisions of these WhatsApp Terms and Conditions, SBM 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 User or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of SBM 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 held with the User and the network of any cellular service provider and SBM Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment held with the User, SBM 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.

User notwithstanding anything in the contrary provided in this terms and conditions, SBM Bank shall not be involved in or in any way liable to the User for any dispute between us and a cellular service.

User shall not interfere with or misuse in any manner whatsoever the Services and in the event of any damage due to improper or fraudulent use by the User, User shall be liable for damages to SBM Bank or for any losses suffered by SBM Bank.

The User shall be solely responsible for protecting OTP/debit card PIN/ password or mobile phone number and any other password and/or any other mode of verification as prescribed/ issued by SBM Bank for the use of the Services from time to time without any liability of SBM Bank in this regard. User hereby agree and accept 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 Information, security details and passwords as mentioned hereinabove and hereby fully agrees that SBM 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.

SBM Bank will not be liable for:

- a. any unauthorized use of OTP/debit card PIN, password or mobile phone number or for any fraudulent, duplicate or erroneous instructions given on the WhatsApp channel or any third party, including due to loss/theft of the mobile phone;
- b. acting in good faith on any instructions received by SBM Bank from or on behalf of User in relation to the Services;
- c. error, default, delay or inability of SBM Bank to act on all or any of the instructions given by the User due to any reason;
- d. loss of any information/instructions in transmission;

e. unauthorized access by any other person to any information /instructions given by the User or breach of confidentiality;

f. any information, consents, permission granted directly by us to WhatsApp application to access, use, share data available on device.

SBM Bank may provide any other services as a part of the Services and SBM Bank shall not be liable for any oversight to update the User with the addition of services which have been included in the Services.

17. INDEMNITY

In consideration of the Bank providing the Services, the User undertakes to indemnify and keep the Bank and its officers/employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, conditions, statements, undertakings representations and warranties of these WhatsApp Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time, including any actions, notices, suits, claims, proceedings, damages, liabilities, losses, expenses, costs or taxes faced, suffered or incurred by the Bank including from any third parties including but not limited to arising out of any unauthorised access to the Services, loss or theft of the mobile device on which the Services is availed.

18. TERMINATION

SBM Bank may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the User. SBM Bank may, without prior notice, suspend the Services 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 Services.

The Bank shall be entitled to withdraw/ discontinue/ suspend/ disallow the use of any of the Services at any time, at its sole and absolute discretion without need for any permission from or notice to the User.

SBM Bank may suspend or terminate Services without prior notice if User has breached these WhatsApp Terms and Conditions or SBM Bank learns of the death, bankruptcy. To discuss this with Shoban

19. PROPRIETARY RIGHTS

User hereby acknowledges that the software/ other internet related software which are required for providing the Services or any Intellectual Property Rights of SBM Bank in the

process are the legal property of SBM Bank/ respective service providers. The permission given by SBM Bank to avail of the Services to the User will/ does not create or convey any rights, title or interest to the User or to any person, in the above software or Intellectual Property Rights of SBM Bank. User shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

20. DISCLOSURE

User hereby expressly authorize and give consent to SBM Bank to share, exchange, disclose, transfer or part with any of Account information or personal data, in encrypted format (if any required) contained provided to/ available with SBM Bank, when SBM Bank considers such disclosure as necessary or expedient, with:

- a) Employees or agents of SBM Bank, branches in any jurisdiction;
- b) Auditors, any agencies, any court or tribunal or any statutory, regulatory, judicial, governmental or administrative authority, having jurisdiction over SBM Bank or its branches;
- c) If required by the Service providers or any such person with whom SBM 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 SBM Bank, or any it's branches are subject to; or
- ii. of facilitating banking transactions through the WhatsApp platform or otherwise); or
- iii. to design customer services and to offer an enhanced, personalized online experience on the Website and third-party websites with redirection path or otherwise.
- iv. for enabling registration/verification/offering of any products or any investments to be made by the User with SBM Bank.

21. GOVERNING LAW AND DISPUTE RESOLUTION

These SBM Bank on WhatsApp terms and conditions shall be governed by laws of India. Any dispute or differences arising out of or in connection with the Services shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

SBM 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 Services can be accessed by the

User 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 us and / or the use of the Services. SBM Bank shall not be involved in or in any way liable to the User for any dispute between the User and a cellular service.

20. DISCLAIMER

1. WhatsApp or any other service provider through which the Bank is providing the Services 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.
2. SBM Bank shall not be involved in or in any way liable to the User for any dispute between the User and a cellular service.

22. ACCEPTANCE AND SIGNING

The User wish to avail services offered by SBM Bank India on WhatsApp. The User being the customer of the Bank understand, accept and acknowledge these WhatsApp Terms and Conditions applicable for availing services offered by the Bank on WhatsApp as amended from time to time to the Customer on the WhatsApp platform and who are eligible for certain select banking services. The User have read, understood, accept that, SBM Bank on WhatsApp Terms and Conditions shall be in addition to any other terms and conditions as stipulated by SBM Bank from time to time on its website (www.sbmbank.co.in) whether pertaining to the account or in relation to other products, services, facilities or offers provided by SBM Bank India. The User understand that any services that may be offered through the WhatsApp platform (“WhatsApp”) is at the discretion of SBM Bank India and/or basis the eligibility criteria of a customer and such services are subject to certain terms and conditions. In case of conflict between any of SBM Bank India on WhatsApp Terms and Conditions and the terms and conditions for other services provided on the WhatsApp channel, in that case SBM Bank India on WhatsApp Terms and Conditions will prevail.

The User hereby accept and agree that all Services and communications (both One Way Communication and Two-Way Communication) taking place on WhatsApp, initiated either by SBM Bank or the User, will be governed by and subject to these WhatsApp Terms and Conditions. Further, the User grants express authority to SBM Bank for carrying out the Services requested by the User on WhatsApp on its Registered Bank Number. Provided however that SBM Bank shall not be required to authenticate the User, if any request for the Services comes on WhatsApp to the Bank Registered Number, and in case of a Customer, if the number reflected in the requestor’s mobile is a Customer’s Registered Number, SBM Bank shall be entitled to presume that it is the User which is interacting through WhatsApp and in case of any other Customer SBM Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the User’s number and it is the User and not any other

person who is interacting with the Bank Registered Number. SBM Bank's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

In case of entities such as Company, Partnership firm, Limited Liability Partnership firm, Karta of Hindu Undivided Family, the User have submitted in the records of SBM Bank India, the name of authorized person / officials (said authorized person) to operate the Bank account held with SBM Bank. Accordingly, this WhatsApp Services offered by SBM Bank shall be operated by said authorized person.