

Terms and Conditions

These terms and conditions are applicable to the Users of WhatsApp that avail of the Services (defined hereinafter) provided thereon by RBL Bank Limited (“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 AND INTERPRETATION

“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 the Bank.

“Account Related Services” shall mean the services, which pertain to information in relation to Customer’s Account, including request for balance enquiry, statement etc., which may be made available by the Bank, from time to time, at its sole discretion.

“Bank Registered Number” is the authorized number of the Bank, registered with WhatsApp for the purposes of providing Services herein.

“Customer” shall mean any person holding an Account with the Bank.

“Customer’s Registered Number” is the mobile number, which the Customer has registered with the Bank.

“Device” means a computer, laptop, mobile phone, tablet or any other similar device that enables the User to access WhatsApp and use the Services.

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

“Privacy Policy” shall have the meaning as ascribed to the term in Clause 11 hereto;

“Service(s)” shall mean the One Way Communication and Two Way Communication services made available by the Bank (directly or through its service providers), to a User on WhatsApp in relation to the Account Related Services from time to time and at its sole discretion.

“Two Way Communication” shall mean the service provided by the Bank to the Users on WhatsApp where the User can communicate with the Bank by sending messages in the form to avail of Services as extended by the Bank from time to time.

“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.

“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.

“WhatsApp” is the application provided by WhatsApp Inc., 1601 Willow Road, Menlo Park, California 94025. Reference to the masculine gender includes reference to the feminine, neuter and vice versa.

2. ELIGIBILITY FOR USING THE SERVICES AND ACCEPTANCE OF TERMS AND CONDITIONS

The User hereby agrees and undertakes that he shall use the Services only if he/she fulfills the eligibility as given below and shall otherwise not use the Services:

- (i) The User is an individual;
- (ii) The User has attained the age of 18 years;
- (iii) The User is of sound mind, solvent and competent to contract;

3. SERVICES

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 User hereby agrees that the Bank may at any time, without notice to the User, modify, discontinue, suspend or make additions/deletions to the Services offered to the User. The User agrees that these services are in addition to the existing channels and modes of banking available to the User. Service(s) shall be subject to applicable laws, regulations and internal policies of the Bank that may be imposed by the Bank, from time to time, at its sole discretion.

By registering for the Bank's services on WhatsApp, User agrees and understands the extension of Services through the medium is purely discretionary and involves use of third party application, which is not owned or controlled by the Bank. Services (at the discretion of the Bank) shall be provided through WhatsApp platform only to a WhatsApp account associated with the User's Registered Number.

The Services may include:

1. Balance Enquiry
2. Mini Account Statement
3. Credit Card Statement
4. Credit Card Limit Check
5. Block my Debit Card
6. Credit Card Moratorium
7. Apply for a Credit Card
8. Open a Savings Account
9. Communicate pre-approved offers
10. Awareness messages
11. Communicate Reward Points
12. Specific Service Requests

4. REGISTRATION OF SERVICES

As a standard, pursuant to acceptance of Account related terms and conditions, Bank will send One Way Communications through Whatsapp to the User as a medium of dissemination. For use of two way Communication Services on WhatsApp application, User will accord an explicit consent to the Bank for availing the Service through response on Whatsapp.

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 mobile is a Customer's Registered Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other User the Bank shall be

entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the Bank Registered Number.

The User shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank. Further, that all instructions relating to the Services will be issued satisfactory to the Bank in form and content. The purpose of this channel simply serves as supplementary medium through which RBL can communicate and interact with the User.

User understands that Bank may be modify the process for authentication, registration and/or verification of the User, for availing Service(s), at any time, at its sole discretion without prior notice.

5. DE-REGISTRATION OF SERVICES

User can unsubscribe to the WhatsApp channel at any time by sending an SMS stating "STOP" to. 8433598888

The User agrees that he will remain responsible for any requests made/ messages sent to the Bank using the Services prior to the time such cancellation of the Services is effected by the Bank. The Bank will be at liberty to discontinue/ suspend/ terminate the User's use of the Services at any time without assigning any reason whatsoever. The Bank may also discontinue, suspend, or terminate Services / facilities without prior notice if these Terms and Conditions are breached.

6. AVAILABILITY OF SERVICES AND AUTHORITY TO THE BANK

The User hereby agrees that the User grants express authority to the Bank for carrying out the Services requested by the User on WhatsApp on its Bank Registered Number. The Bank shall have no obligation to authenticate the User or to verify the identity of any User once the registration for Service is completed or once the Bank receives any request/ communication to its Bank Registered Number from any WhatsApp User through WhatsApp. The Bank's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. User understands that the Service(s) is extended through a third party application and is subject to availability of network, third party application, amongst other ancillary requirements.

The User may call +91 022 61156300 or email customercare@rblbank.com or visit www.rblbank.com in case of any clarifications.

7. IMPORTANT RISKS, OBLIGATIONS AND RIGHTS

a. That the User shall not submit or transmit any content through this Service that is:

- Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
- Encourages the commission of a crime or violation of any law;
- Violates any state or federal law in India and/or the jurisdiction in which you reside;
- Infringes the intellectual or copyrights of a third party; or
- Constitutes confidential information and/or personal or sensitive information/ data belonging to the User or to any other person.

b. The Bank reserves the right to remove or otherwise delete any content or submissions made by the User that violates the Bank's internal rules or which are inappropriate, as per the Bank's sole discretion, without undertaking any liability in relation to the same or giving any prior warning to the User.

- c. The User 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. The Bank shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using of this Service.
- d. The User is aware that it may not be possible for the Bank to give detailed information on the Service functionalities.
- e. The User understands that User's Device is vulnerable to the threats such as but not limited to unauthorized
- access by intruders to the data/information contained on such Device;
 - identity theft;
 - privacy violations;
 - planting of stealth software, malware, viruses etc.;
 - disablement or distortion of operations;
 - Interception of the transmission of encrypted data/message etc.
- f. The User is responsible for keeping security safeguard of his account on his WhatsApp linked to his registered mobile number.
- g. The User is aware that using any mobile application 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

8. SECURITY MEASURES

The User hereby unconditionally and irrevocably understands and agrees that he must 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.

The User hereby agrees and accepts that he 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. Further, the User agrees that he 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. 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 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. The Bank shall 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. 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.

9. ACCURACY OF INFORMATION

The User agrees that if User identifies any error 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 endeavor to correct the error promptly. The User agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized back up system maintained by the Bank and may not be continuously 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. Any information provided by the Bank under the Service(s) is purely indicative and for personal consumption of the Customer. This information should not be construed as a certification provided by the Bank and should not be shared with third parties to rely upon.

10. LIABILITY

10.1 The User agrees that he 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 Terms and Conditions or if he has in any way contributed or caused the loss by negligent actions including the following:

- a. Keeping a written or electronic record of the User's Device password;
- b. Disclosing or failing to take all reasonable steps to prevent disclosure of the User's WhatsApp and/or QR code and/or failing to advise the Bank of such disclosure within reasonable time.
- c. Losing the SIM card on which the User's WhatsApp is registered;
- d. Transferring the SIM card on which the User's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device.
- e. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his WhatsApp.

10.2 The Bank shall not be responsible or liable to the User or any third party for

- a. the consequences arising out of or in connection with using of this Service, including for any reasons aforesaid and the entire liability and responsibility due to any of the aforesaid shall completely be on the User above.
- b. for the suspension, unavailability of Services if the User is unable to register for the Services in the desired manner/ in the manner provided for herein for reasons beyond reasonable control of the Bank or force majeure events, including but not limited to natural calamity, pandemic, governmental action, epidemic, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error, act of terrorism, war etc.
- c. for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill,

- profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- d. 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 User from the use of said application.
 - e. 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.
 - f. In case of any fraud or impersonation incidents through this platform.

11. PRIVACY POLICY

By accessing and registering to Bank's services on WhatsApp, User agrees consents and understands the use of Services service is purely discretionary and involves use of third party application, which is not owned or controlled by the Bank. The User hereby expressly consents to and authorizes the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to the User Information whether about the User or not as may be deemed relevant by the Bank for its purposes:

- a. to collect the User Information from me and other physical or online sources including WhatsApp accessing the same from credit information companies, to get the authenticity, correctness, adequacy, etc. of the User Information verified from any sources and persons including from online data bases; and to act for and on behalf of the User for such accessing, collecting or verifying of the User Information including using my/our log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to me/us;
- b. process User Information including by way of storing, structuring, organizing, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;
- c. 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;
- d. to share and disclose the User Information to service providers, consultants, credit information companies, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per the consent;
- e. any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent.
- f. The Bank sharing information from User mobile device like device location, device information (including storage, model, installed apps, Wi-Fi, mobile network) transactional and promotional SMS, communication information including contacts and call logs ,for statistical modeling, credit scoring and any other purpose that will help us in providing the User with optimal and high quality services with third parties.
- g. Any other services which is currently available through other modes, including SMS.
- h. Collection, storage, usage and/or disclosure of User personal data for the purposes prescribed in these Terms and Conditions for rendering of Services.

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 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 authorizations and rights in any of (i) to (viii) 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.

12. INDEMNITY

The User undertakes to indemnify and keep the Bank and its officers/employees fully indemnified and harmless from and against all losses, damages, costs (including legal costs), processes, claims, suits, liabilities, proceedings etc. suffered, incurred and/or arising due to consequences of breach of any of the terms, conditions, statements, undertakings representations and warranties of these Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time.

13. PROPRIETARY RIGHTS

The User acknowledges that the software/ other internet related software, which are required for providing the Services or any Intellectual Property Rights of the Bank in the process, are the legal property of the Bank/ respective vendors. The permission given by the Bank to avail of the Services to the User will/ does not create or convey any rights, title or interest to the User or to any person, in the above software or Intellectual Property Rights of the Bank. The User agrees that he shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

14. NOTICES

The Bank and the User may give notices under these Terms and Conditions:

- a) Electronically to the email id, mobile number of the User registered with the Bank and/or through WhatsApp. Such notices will be regarded as being in writing.
- b) In writing by delivering them by hand or by sending them by post to the last address given by the User.
- c) In the case of notices to the Bank to the following address:

RBL Bank Limited 20th Floor, Tower2B One India Bulls, Senapati Bapat Marg, Lower Parel, Mumbai 400013 - In addition, the Bank may also publish notices of general nature, which are applicable to all Users using the Services on its web site and/or on its netbanking page. Such notices will have the same effect as a notice served individually to the User.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions and/or the use of the Services provided through WhatsApp shall be governed by the laws of the Republic of India and no other nation. The User agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. The Banks accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Service may be accessed through the internet by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the use of the Services.

16. GENERAL

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The User shall not be entitled to assign this agreement to any other person. The Bank may subcontract and employ agents to carry out any of the Services or for any incidental purposes. The Bank may assign, transfer, any of its rights and/or obligations or any part thereof to any persons at its discretion without any requirement for notice to or permission from the User.

17. ACCEPTANCE

The User hereby expressly acknowledges and confirms that the User has read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained herein online by sending a message/ sending any communication on WhatsApp on the Bank Registered Number. The User hereby expressly acknowledges and confirms that at the time of accepting these Terms and Conditions as above, the User fulfills the eligibility to utilize the Services as provided in these Terms and Conditions The Bank may print paper copies of the electronic record or produce in any such form at its discretion this document and the User's acceptance as aforesaid is valid and enforceable, and the same shall be fully binding on the User and the User 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.