

## Terms and Conditions

WhatsApp Terms and Conditions ("said T&C") (as amended from time to time) are applicable to the customers of CSB Bank Limited ("Bank") availing the Banking Services on the WhatsApp platform. Said T&C shall be in addition to other terms and conditions as stipulated by the Bank from time to time on its website i.e. [www.csb.co.in](http://www.csb.co.in) in relation to its banking products, services, facilities or offers.

### DEFINITIONS

- "Account" refers to the any account maintained by the Customer with the Bank including but not limited to savings and/or current account and/or fixed deposit.
- "Account Related Services" shall mean the Services which pertain to information in relation to the Account of the Bank's Customer including but not limited to balance enquiry, statement request which are enabled by the Bank, from time to time, at its sole discretion.
- "Registered Bank 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 or any prospective customer with the Bank and interacting with the Bank on WhatsApp using the Registered Bank Number / using the Services provided by the Bank through WhatsApp.
- "Customer Information" refers to the personal data or information or such other data or information including any sensitive personal data in relation to the Customer such as information in relation to the account balance of the Customer, shared by the Customer or provided to the Customer by the Bank or collected or obtained from the Customer or from WhatsApp or from any such source in the course of the Customer availing the Services hereunder.
- "Registered Customer 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 Customer to access WhatsApp and use the Services.
- "One Way Communication" shall mean the service provided by the Bank to the Customer on WhatsApp where the Bank sends its Customer one-way messages through its Registered Bank Number in the nature of information, alerts, updates, transaction alerts in relation to the Customer's Account and such other communications as the Bank may enable from time to time, at its discretion.
- "Privacy Policy/Privacy Commitment" shall have the meaning as ascribed on the Website;
- "Service(s)" shall mean the One Way Communication and Two Way Communication services provided by the Bank by itself or through any of its service providers, to a Customer on WhatsApp.
- "Two Way Communication" shall mean the service provided by the Bank to the Customers on WhatsApp where the Customer can communicate with the Bank by sending it messages in the form of making requests, seeking information, asking queries etc. on the Registered Bank Number and where the Bank responds to such messages. However, this service and the Bank's responses shall be limited only to such queries, information, requests etc. as may be determined by the Bank from time to time, at its sole discretion.

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

This WhatsApp Banking Services (“said Services”) offered by the Bank through its WhatsApp Banking Platform is at the sole discretion of the Bank for its eligible customer and said services are subject to certain terms and conditions mentioned herein:

1. The Service cannot be used for grievance redressal or reporting fraud, the Bank shall not be held liable for any such incidents reported through the said service.
2. The customer who have subscribed to the said service shall have to delete WhatsApp on changing his/her device.
3. This Terms & Conditions may be withdrawn/superseded/ modified at any time whatsoever, by the Bank without any prior notice to the customer.
4. Customer shall ensure appropriate network connection and receipt of messages by Customer shall be subject to the network connection and the Bank shall not be held responsible for any delay or non-receipt of the responses from the Bank.
5. The Bank will offer the under mentioned services under the said service :
  - a. Balance Enquiry
  - b. Last 5 transactions
  - c. Account Statement
  - d. Loan and Deposit Interest Rates
  - e. ATM Card Limits
  - f. ATM/Branch Locator
  - g. Card Off facility
  - h. Mobile Banking
6. Any feature addition and removal on WhatsApp channel is at the sole discretion of the Bank.
7. Customers shall not submit or transmit any content through the said service as mentioned herein below:
  - a. Obscene, Vulgar, or Pornographic
  - b. Encourages the commission of a crime or violation of any law
  - c. Violates any state or Central law in India and/or the jurisdiction in which you reside and/or any applicable law.
  - d. Infringes the intellectual or copyrights of a third party
8. Under no circumstances shall the Bank, or its agents, affiliated companies, officers, directors, employees, and contractors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that results from the use of, or inability to use, the said service or for receipt of any answer provided by the program running at the back-end.
9. The customer hereby understands, aware and agrees that using said service may carry extra risks and may not be secured. Further any message and information exchanged is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission.

10. The Bank shall not be responsible or liable to the customer or any third party for the consequences arising out of or in connection with using of the said service.
11. The customer shall be solely responsible for all the communication exchanged between him/her and the Bank while using the said service.
12. The customer is solely responsible for keeping security safeguard of his WhatsApp Account linked to the registered mobile number for using the said service at all times.
13. The customer agrees that he/she will not have any claim against the Bank on account of any suspension, interruption, non-availability or malfunctioning of the said service due to any link/mobile/system failure at the Bank's end for any reason thereof.
14. WhatsApp is owned by a third-party who is not affiliated with the Bank. The Customer shall be solely responsible and shall have to adhere with and be guided by their privacy policies and the Bank has no control over it nor is the Bank responsible for the privacy or security policies thereof or any other thirdparty sites and/or applications that may be linked to the said service. The Bank does not validate and is not accountable for any ads, content, products, advice, opinions, recommendations or other material of third-party sites and/or applications that may be promoted via advertising within any social media properties by WhatsApp.
15. The Customer hereby authorises the Bank for carrying out the Services as requested by the Customer on WhatsApp on his/her mobile number registered with the Bank and the Bank will have no liability for any fraud or impersonation incidents through the WhatsApp platform.
16. The Customer agrees, accepts and is aware that the Bank reserves the right to provide only such Services as the Bank may at its discretion permit from time to time. The Customer further agrees confirms and is aware that the Bank may at any time, without notice to the Customer, modify, discontinue or make additions/deletions to the Services offered to the Customer.
17. In case of conflict between any of the Said T&C and the terms and conditions for other banking products, services or facilities provided on the Bank's WhatsApp Platform, specific terms and conditions of such products, services or facilities shall prevail. Further, in case of inconsistency between the said T&C and any other specific terms and conditions pertaining to a specific variant of the account or any specific products, services or facilities, the specific terms and conditions of such particular products, services or facilities shall prevail.
18. By applying and opting in for the said Services, the Customer acknowledges that he/she has read, understood and accepted said T&C and other specific terms and conditions as pertaining to the Account and any other products, services or facilities and such products, services or facilities availed by the Customer whether or not through WhatsApp.
19. The T&Cs shall be governed by laws of India. In case of any dispute or differences arising out of or in connection with the said service it shall be subject to the exclusive jurisdiction of the Courts of Chennai.

#### **LIABILITY DISCLAIMER**

Bank shall not be responsible for any failure on the part of the Customer to utilize the WhatsApp facility due to the Customer not being within the geographical range within which

the WhatsApp facility is offered and which forms part of the roaming network of such cellular service provider, providing services to the Customer availing such roaming facility from the respective cellular service provider. If the customer has reason to believe that the mobile phone number is / has been allotted to another person and / or there has been an unauthorized transaction in the account and / or his mobile phone handset is lost, he shall immediately inform Bank of the same.

**The Customer agrees that Bank shall not be liable if:**

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

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

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

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

Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the WhatsApp facility. The Customer agrees that the access to the WhatsApp facility shall be only through the registered mobile phone number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer.

Under no circumstance, Bank shall be held liable if the WhatsApp facility is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Bank. Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper

use of the WhatsApp facility shall render the Customer liable for any charges as decided by Bank or will result in suspension of the WhatsApp facility for the Customer.

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

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

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

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

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

The Customer is solely responsible for protecting his/her OTP/debit card PIN/ password or mobile phone number and any other password and/or any other mode of verification as prescribed/ issued by Bank for the use of the WhatsApp facility from time to time without any liability of Bank in this regard. The Customer hereby agrees and accepts that he/she shall at all times be solely responsible for the protection and safe keep of his/her SIM card, Device and the applications installed thereon, specifically WhatsApp, login IDs, Customer Information, security details and agrees that the Bank shall in no manner be liable for any direct or indirect or consequential or other loss arising out of any action or omission on the part of the Customer in this respect.

The Customer agrees that the Bank assumes no liability whatsoever in case of any event of such compromise of the Customer's WhatsApp and the Bank shall not be held responsible for any such event. Further, the Customer agrees and understands that WhatsApp can also be logged on from more than one device at the same time, including by using web log in and the Customer is aware of the risk in this regard while availing the Services such as compromise



of Customer Information, breach of security of the Customer's WhatsApp account from a device other than the Customers and the Customer undertakes to be vigilant and careful and takes full responsibility for the security of his/her WhatsApp account.

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

Bank will not be liable for:

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

Bank makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider or by WhatsApp or any other service provider enabling Bank to deliver services through WhatsApp to the Customers.

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

## **INDEMNITY**

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

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

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

## **TERMINATION**

Bank may, at its discretion, withdraw temporarily or terminate the WhatsApp facility, either wholly or in part, at any time without giving prior notice to the Customer. Bank may, without prior notice, suspend the WhatsApp facility at any time during which any maintenance work or

repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the WhatsApp facility.

Bank may suspend or terminate WhatsApp facility without prior notice if the Customer has breached these WhatsApp Terms and Conditions or Bank learns of the death, bankruptcy.

## **PROPRIETARY RIGHTS**

The Customer acknowledges that the software/ other internet related software which are required for providing the Services or any Intellectual Property Rights of the Bank in the process are the legal property of the Bank/ respective service providers. The permission given by the Bank to avail of the Services to the Customer will/ does not create or convey any rights, title or interest to the Customer or to any person, in the above software or Intellectual Property Rights of the Bank. The Customer 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.

## **DISCLOSURE**

The Customer hereby expressly authorize and give consent to the Bank to share, exchange, disclose, transfer or part with any of Account information or personal data, contained provided to/ available with the Bank, when the bank considers such disclosure as necessary or expedient, with:

- a) WhatsApp, employees or agents of the Bank, group entities, subsidiaries, branches in any jurisdiction;
- b) Auditors, any agencies/credit bureaus, any court or tribunal or any statutory, regulatory, judicial, governmental or administrative authority Central KYC registry, SEBI Know your client registration agency having jurisdiction over the Bank or its group entities/subsidiaries/branches;
- c) Service providers or any such person with whom the Bank contracts or proposes to contract in relation to the provision of services in respect of the account or facilities;

For the purpose: -

- i. Of compliance with applicable laws or any order (judicial or otherwise), statutory or regulatory requirement to which the Bank, its subsidiaries or any it's branches are subject to; or
- ii. Of facilitating banking transactions through the WhatsApp platform or Otherwise); or
- iii. Disclosures for credit review of any account, assets or service or any credit facilities received/availed/held by the customer from the Bank (whether singly or jointly or otherwise); or
- iv. Research or analytical purposes, credit reporting, credit scoring, risk management, anti-money laundering checks, participation in any telecommunication; or
- v. To design financial services and to offer an enhanced, personalized online experience on the Website and third party websites or otherwise.
- vi. For enabling registration/verification/offering of any products or any investments to be made by the Customer with Bank's group companies/other companies. a