

Terms and Conditions - Bandhan Bank WhatsApp Banking Services

These terms and conditions ("**Terms and Conditions**"), as amended from time to time are applicable to the Customers (*defined hereinafter*) that avail the Services (*defined hereinafter*) provided by Bandhan Bank Limited ("**Bank**") via the WhatsApp platform. This Terms and Conditions are supplementary to any other terms and conditions as stipulated by the Bank from time to time on its Website (<https://bandhanbank.com/>) which may relate to the Accounts or any other products, services, facilities or offers provided by the Bank and availed by the Customer. The Bank may, at its discretion, offer certain services to the Customer through the WhatsApp platform, subject to the Customer meeting the eligibility criteria. In case of any conflict between this Terms and Conditions and the terms and conditions specific to a particular account, service, product, or offer, the terms governing that specific account, service, product, or offer shall take precedence.

1. Definitions

- i. "**Account**" refers to the any eligible account maintained by the Customer with the Bank including but not limited to savings and/or current account and/or fixed deposit and/or loan accounts.
- ii. "**Account Related Services**" or "**Services**" or "**WhatsApp Banking Services**" shall mean the services which can be accessed via the WhatsApp platform, 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.
- iii. "**Customer**" shall mean any person holding an Account or any prospective customer who interacts with the Bank on WhatsApp using the Registered Bank Number / or who is availing any Services provided by the Bank or who is using the Services provided by the Bank through WhatsApp or Customer having availed any product/service including loan, credit card etc. from the Bank or a third-party product/service availed through the Bank.
- iv. "**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.
- v. "**Device**" means a computer, laptop, mobile phone, tablet or any other similar device that enables the Customer to access WhatsApp and use the Services.
- vi. "**Privacy Policy**" shall mean the privacy policy of the Bank as available on the Website, and includes any amendments made from time to time.
- vii. "**Registered Bank Number**" is the authorised number of the Bank, registered with WhatsApp for the purposes of providing Services herein.
- viii. "**Registered Customer Number**" is the mobile number which the Customer has registered with the Bank.
- ix. "**Website**" shall mean <https://bandhanbank.com/>
- x. "**WhatsApp**" is the application provided by WhatsApp Inc. 1601 Willow Road, Menlo Park, California 94025.
- xi. "**WhatsApp Guidelines**" shall mean and include the WhatsApp privacy policy (as updated from time to time) and other applicable terms of use, guidelines of WhatsApp, its group companies and any amendments from time to time as more particularly mentioned on WhatsApp's website <https://www.whatsapp.com/legal> or websites of its group companies.

2. Interpretation

- i. References to the singular shall include the plural and vice versa, and the term "includes" shall be understood as "including but not limited to."
- ii. Words denoting any gender shall include all genders. The terms "We/us" refer to the Bank, and "You/your" refers to the Customer.
- iii. Any reference to a statute, ordinance, or other legal provision shall encompass all relevant regulations, instruments, amendments, re-enactments, or replacements in effect at any given time.
- iv. Headings, bold text, and italics (if any) are included for ease of reference only and do not define, limit, or alter the meaning or interpretation of these Terms and Conditions.
- v. Any reference to law, legislation, regulation, or rule refers to the applicable constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any official directive, notice, requirement, or governmental restriction with the force of law in any jurisdiction and will include any amendments or updates thereto.

3. Introduction and Consent

- i. WhatsApp platform serves as a supplementary medium through which the Bank provides certain Services, as the Bank may decide in its sole discretion, to the Customers.
- ii. By opting for WhatsApp Banking Services, you consent to receive banking services, notifications and communication from Bandhan Bank through WhatsApp on Registered Customer Number.
- iii. You acknowledge that WhatsApp is a third-party platform, and Bandhan Bank is not responsible for the WhatsApp platform's performance, privacy, or security beyond the Service offered.
- iv. You agree to get registered for all eligible Customer IDs linked with the Registered Customer Number.

4. Eligible Users

The Service is available only to such eligible Customers, as may be decided by the Bank from time to time.

5. Scope of Services

- i. Services available through WhatsApp may include balance inquiries, mini statements, transaction alerts, customer support, branch locator, and more.
- ii. The Customer agrees that the Bank may, without prior notice, modify, withdraw, discontinue, or amend the Services provided, including rejecting any Customer request if it does not meet the eligibility criteria outlined in these Terms and Conditions.
- iii. The Customer acknowledges that the Bank reserves the right, at its sole discretion, to offer only such Services as it deems appropriate from time to time.
- iv. The Bank may update or notify the Customer of the availability or unavailability of any Service, at its discretion.
- v. If the Bank permits any Service involving financial transactions, such Service will be subject to applicable statutory or regulatory limits, as well as any limits imposed by the Bank, from time to time, at its discretion. The Customer authorises the Bank to debit or credit the relevant Account to complete such transactions.
- vi. The Customer shall apply to the Bank for accessing the Services through modes prescribed by the Bank (e.g., forms, customer care, SMS, etc.).
- vii. The Bank will determine the supported devices, software, and networks for the Services, from time to time. Bank may at its discretion suspend access to the Services on unsupported devices or software.
- viii. If instructions from the Customer are inconsistent, the Bank may seek clarification from the Customer or suspend the Services if it suspects risks.

- ix. The Customer hereby agrees that the Customer grants express authority to the Bank for carrying out the Services requested by the Customer on WhatsApp through its Registered Customer Number. Provided however that the Bank shall not be required to authenticate the Customer, if any request for the Services comes on WhatsApp to the Registered Bank Number from Registered Customer Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and not any other person who is interacting with the Bank on the Registered Bank Number. In such matters, the Bank's transaction records shall be conclusive and binding.
- x. All Services will be subject to applicable laws and regulations.
- xi. WhatsApp Banking Services cannot be used for raising complaints, grievance redressal or fraud reporting; Customers may use other authorised channels for such matters.
- xii. The Bank may modify or withdraw these Terms at any time without prior notice.

6. Third Party

WhatsApp is an independent third-party service. The Customer should independently review WhatsApp's privacy and security policies and WhatsApp Guidelines. The Bank is not responsible for WhatsApp's privacy practices, or any third-party sites linked to WhatsApp. The Bank does not endorse third-party content or ads on WhatsApp.

7. Privacy and Security

- i. The Bank will use the Registered Customer Number to communicate promotional and transactional information wherever applicable. No confidential account details like PINs or passwords will be shared over WhatsApp.
- ii. You are advised not to share sensitive information like mPIN or passwords via WhatsApp. The Bank will never ask for such details.
- iii. The Bank adheres to applicable data protection laws; however, WhatsApp being a third-party platform, the Bank cannot guarantee end-to-end confidentiality.
- iv. The Bank will process your personal information and data in accordance with the Privacy Policy of the Bank available on the Bank's Website.
- v. The Customer hereby expressly authorise and give consent to the Bank to collect, 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
 - b) employees or agents of the Bank and its branches
 - c) Auditors, any agencies/credit bureaus, any court or tribunal or any statutory, regulatory, judicial, governmental or administrative authority Central KYC registry,
 - d) SEBI Know your client registration agency having jurisdiction over the Bank or its service providers; or
 - e) 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, including third party service providers

For the purpose: -

- i. of compliance with applicable laws or any order (judicial or otherwise), statutory or regulatory requirement; or
- ii. of facilitating banking transactions or any of the Services 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. for authentication or verification purposes, or
- v. research or analytical purposes, credit reporting, credit scoring, risk management, anti-money laundering checks, participation in any telecommunication; or
- vi. to design financial services and to offer an enhanced, personalised online experience on the Website and third-party websites or otherwise.

- vi. The Customer understands and agrees that the Bank has deployed processes and technology to prevent unauthorised use or accidental disclosure of the Customer Information or any other data pertaining to the Customer on WhatsApp. The Customer understands and accepts that by using the Services, the Customer Information and any other data of the Customer in relation to the Services may also be stored on the application/ website/webpage and server of WhatsApp, which are outside of the control of the Bank and the Bank cannot guarantee the security of the Customer Information or any other data which is stored on therein. The use of such information and data are governed as per WhatsApp Guidelines. The Customer unconditionally and irrevocably agrees and accepts that the Bank is not responsible for any use or compromise in such Customer Information/ data outside the control of the Bank and acknowledges that the Customer is providing the Customer information at his own free will and risk.

8. Charges and Fees

The Bank does not charge for WhatsApp Banking Services; however, data or internet charges from your service provider may apply.

9. Customer Responsibilities

- i. Customer shall ensure that the Registered Customer Number remains active and is not accessible to unauthorised persons.
- ii. Customer shall notify the Bank immediately through Bank's contact center or branches in case of loss or de-registration of your Registered Customer Number to prevent unauthorised access.
- iii. The Customer shall be responsible for upgrading their devices and software to remain compatible with the Services.
- iv. Customers must ensure their WhatsApp number is active and linked to their Account.
- v. The Customer shall not use the Services for commercial purposes, unauthorised copying, or distribution.
- vi. The Customer shall not transmit inappropriate or illegal content via WhatsApp.
- vii. Customers should delete/uninstall WhatsApp application from their device when changing it to prevent misuse.
- viii. The Customer is responsible for securing their WhatsApp account/application linked to the Registered Customer Number.
- ix. The Customer shall not submit or transmit any content through WhatsApp that is:
 - 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 the Bank or a third party.
 - e) Constitute confidential information and/or personal or sensitive information/data belonging to the Customer or any third person.

10. Redirection

By clicking any hyperlinks received from Bank messages, you will be redirected to appropriate application (Bandhan Bank website/app)

11. Limitations of Liability

- i. The Bank will not be liable for any unauthorised use, errors, or breaches of confidentiality arising from your acts, omissions or negligence in usage of the WhatsApp application.
- ii. The Customer understands and agrees that WhatsApp is a third-party application over which the Bank does not have any control, accordingly the Bank shall not be responsible for delays, disruptions, or failures caused by WhatsApp or third-party service providers.
- iii. The Bank shall not be responsible for the Customer's failure to use the WhatsApp facility due to geographic limitations or issues with the Customer's mobile service provider. The Customer must immediately notify the Bank in case of unauthorised transactions, lost mobile devices, or the mobile number being reassigned. The Bank will not be liable if:
 - i. The Customer breaches these Terms and Conditions
 - ii. The Customer fails to report unauthorised access or erroneous transactions promptly
 - iii. The Customer does not inform the Bank of changes to their Registered Customer Number or SIM card

- iv. Unauthorised transactions occur due to third-party control of the Customer's mobile device or telecommunication issues, including SIM cloning or virus infections.
- v. The Customer agrees not to hold the Bank liable for non-receipt of messages sent by the Customer, errors in message formatting, or the Bank's inability to receive a message for any reason, including technical issues or any other cause.
- vi. The Customer understands that WhatsApp is an additional communication channel for accessing Services, and the Bank provides Services through various other channels as well.
- vii. The Bank shall not be held responsible for any incidents of fraud or impersonation via WhatsApp.
- viii. The Bank provides the Services through WhatsApp on a best-effort basis and is not liable for Service unavailability or non-performance due to third-party failures, including cellular or network issues. The Bank is not responsible for delays in processing instructions due to system failures or legal requirements.
- ix. The Customer acknowledges that WhatsApp communications may include Account-related information and authorises the Bank to send such information, even if not explicitly requested. The Bank shall not be responsible for the security or confidentiality of messages sent via WhatsApp.
- x. The Bank shall not be liable for any failure or interruption of Services caused by natural disasters, network failures, telecommunication failure, or other factors beyond its control. The Bank shall not be liable for indirect losses, including loss of revenue, business interruptions, or any other consequential damages. The Bank is not liable for damages arising from the use or inability to use the Services.
- xi. The Customer is solely responsible for securing their OTP, PIN, passwords, SIM card, and device. The Bank is not liable for any loss arising from compromised security or misuse of the WhatsApp Banking Service, including unauthorised access from multiple devices.
- xii. The Bank will not be held liable for fraudulent or erroneous instructions given by the Customer through Customer Registered Number.
- xiii. WhatsApp usage carries risks like data interception or identity theft, and the Bank is not liable for these risks.
- xiv. The Customer agrees to use the Services at their own risk, with the Bank not responsible for any related issues.
- xv. WhatsApp Banking Services may be subject to interruptions, and the Bank is not liable for unavailability.
- xvi. The Customer is responsible for safeguarding their login credentials and ensuring security while using WhatsApp and the Services.
- xvii. In the event the Bank considers the instructions to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by Customer to the Bank through other channels provided by the Bank it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. Bank shall have the right to suspend the Services if Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer.
- xviii. Bank does not make any representation or warranty that Services on WhatsApp will be available at all times without any interruption and further that the Bank shall not be responsible for any variation, reduction or imposition of the terms or the Customer inability to use the mobile application.
- xix. Receipt of messages is subject to network connection, and the Bank is not responsible for such delays or non-receipt of messages.
- xx. Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a network service provider or any third party service provider or WhatsApp while availing these Services through the WhatsApp and the Customer agrees to directly take up any claim/dispute with such third parties.

12. Indemnification

- i. In consideration of the Bank providing services on WhatsApp, the Customer agrees, at their own expense, to indemnify, defend, and hold harmless the Bank, its directors, employees, agents, and affiliates from any losses, damages, claims, or expenses arising from acting on, omitting, or refusing to act on any instructions given by the Customer, or from the use of the WhatsApp Banking Services.
- ii. The Customer further agrees to indemnify the Bank and its affiliates for any losses resulting from:
 - a) The Customer allowing any third party to use/access the WhatsApp service.
 - b) The Customer granting any other person access to their mobile phone, leaving it unattended, or losing it, leading to unauthorised instructions.
 - c) The Customer breaching these Terms and Conditions.

13. Communication & Consent

- i. By applying and opting for the WhatsApp Banking Services, you agree to receive transactional alerts, promotional messages, and other communications from the Bank on WhatsApp.
- ii. You can opt out of promotional messages by de-registering for WhatsApp services (main menu) contacting customer service or using the opt-out mechanism provided.
- iii. These Terms and Conditions constitute a contract between the Customer and the Bank. By opting in for the Services, the Customer acknowledges and accepts:
 - a) these Terms and Conditions for using the Services
 - b) the Bank's Privacy Policy
 - c) any other applicable terms for products or services
 - d) WhatsApp Guidelines and terms, including its privacy policy.
- iv. The Customer hereby expressly acknowledges and confirms that the Customer 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 Registered Bank Number.

14. Dispute Resolution

Any disputes arising out of WhatsApp Banking Services will be subject to the Bank's grievance redressal mechanism as available on the Bank's Website.

15. Termination of Services

- i. Customers can opt out of WhatsApp Banking Services anytime by de-registering process mentioned below or by notifying the Bank's contact center.
- ii. Services may be suspended by the Bank without notice for maintenance, repairs, emergencies, or security reasons.
- iii. The Bank may also suspend or terminate WhatsApp Bank Services if the Customer breaches these Terms and Conditions, or if the Bank becomes aware of the Customer's death, bankruptcy, or other similar situations.

16. Unsubscribe/De-registration from WhatsApp Banking Services

- i. The Customer 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. Customer can de-registration/un-subscription of the Services through –
 - a. Send 'Hi' > Profile Related Services > De-register from Bandhan Bank WhatsApp Banking Services
- ii. The Customer acknowledges that the activation of WhatsApp Banking Service deregistration may take such time as determined by the Bank. The Customer remains responsible for any requests or messages sent to the Bank via the Services before the deregistration process is fully processed.

17. Governing Law and Jurisdiction

The terms and conditions are governed by and construed in accordance with the laws of India. Any dispute arising out of or relating to the Services provided via WhatsApp shall be subject to the exclusive jurisdiction of the courts in Kolkata. The Bank disclaims any liability for non-compliance with the laws of any jurisdiction outside India. The ability to access WhatsApp Banking Services from outside India does not imply that the laws of such jurisdiction apply to these terms, the Account operations, or the use of WhatsApp Banking Services.