

DCB BANK ON WHATSAPP TERMS AND CONDITIONS:

I/We say that, I/We wish to avail services offered by DCB Bank on WhatsApp.

I/We say that, I/We being the customer of DCB Bank Limited (DCB Bank) understand, accept and acknowledge the terms and conditions applicable for availing services offered by DCB Bank on WhatsApp ("DCB Bank on WhatsApp Terms and Conditions") as amended from time to time to the Customer on the WhatsApp platform and who are eligible for certain select banking services.

I/We have read, understood, accept that, DCB Bank on WhatsApp Terms and Conditions shall be in addition to any other terms and conditions as stipulated by DCB Bank from time to time on its website (www.dcbbank.com) whether pertaining to the account or in relation to other products, services, facilities or offers provided by DCB Bank.

1. I/We understand that, any services that may be offered to me/ us through the WhatsApp platform ("WhatsApp") is at the discretion of DCB Bank 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 DCB Bank on WhatsApp Terms and Conditions and the terms and conditions for other services provided on the WhatsApp channel, in that case DCB Bank on WhatsApp Terms and Conditions will prevail.
2. DEFINITIONS
 - a) "Bank Account Related Services" shall mean the Services which pertain to information in relation to the Account of DCB 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.
 - b) "Registered Bank Number" is the authorized number of the Bank, registered with WhatsApp for the purposes of providing Services herein.
 - c) "Customer" shall mean any person holding an Account or any prospective customer with DCB Bank and interacting with DCB Bank on WhatsApp using the Registered Bank Number / using the Services provided by DCB Bank through WhatsApp.
 - d) "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 DCB 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.
 - e) "Registered Customer Number" is the mobile number which the Customer has registered with DCB Bank.
 - f) "Device" means a computer, laptop, mobile phone, tablet or any other similar devices that enables the Customer to access WhatsApp and use the Services.
 - g) "One Way Communication" shall mean the service provided by DCB Bank to the Customer on WhatsApp where DCB 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 DCB Bank may enable from time to time, at its discretion.
 - h) "Privacy Policy/Privacy Commitment" shall have the meaning as ascribed on the Website;
 - i) "Service(s)" shall mean services provided by DCB Bank on WhatsApp to customer, these are One Way Communication and/or Two Way Communication services provided by DCB Bank by itself or through any of its service providers, to a Customer on WhatsApp.
 - j) "Two Way Communication" shall mean the service provided by DCB Bank to the Customers on WhatsApp where the Customer can communicate with the DCB Bank by sending it messages in the form of making requests, seeking information, asking queries etc. on the Registered Bank Number and where DCB Bank responds to such messages. However, this service and DCB Bank's responses shall be limited only to such queries, information, requests etc. as may be determined by DCB Bank from time to time, at its sole discretion.
 - k) "WhatsApp" is the application provided by WhatsApp Inc. 1601 Willow Road, Menlo Park, California 94025.

I/We understand, accept the purpose of the services offered by DCB Bank that, this WhatsApp platform serves as supplementary medium through which I/we can communicate with DCB Bank and provide Services and further enable certain services as DCB Bank may decide in its sole discretion.

3. ELIGIBILITY FOR USING THE SERVICES

I/We hereby understand the eligibility criteria for using DCB Bank on WhatsApp services, I/We hereby agrees and undertake that I/We shall be able to use the Services only if I/We fulfils the eligibility as given below:

- (i) I/We is/are customer of DCB Bank and having Bank account with DCB Bank;
 - (ii) In case of entities such as Company, Partnership firm, Limited Liability Partnership firm, Karta of Hindu Undivided Family, I/We say that, I/We have submitted in the records of DCB Bank, the name of authorized person / officials (said authorized person) to operate our Bank account held with DCB Bank. Accordingly, this WhatsApp Services offered by DCB Bank shall be operated by said authorized person;
 - (iii) I/We say that, I/We is/are and/or the said authorized person is/ are of sound mind, solvent and competent to contract;
4. I/ We hereby have read, understood, accepted DCB Bank on WhatsApp Terms and Conditions applicable for availing DCB Bank services:

APPLICABILITY OF WHATSAPP TERMS AND CONDITIONS

These DCB Bank on WhatsApp Terms and Conditions form a contract between me/us and DCB Bank. I/We shall apply to DCB Bank in the prescribed manner for availing of the Services.

By applying and opting in for the Services, I/We acknowledge that I/We 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 I/We whether or not through WhatsApp.

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

I/We hereby accept and agree that all Services and communications (both One Way Communication and Two Way Communication) taking place on WhatsApp, initiated either by DCB Bank or me/us, will be governed by and subject to these WhatsApp Terms and Conditions. Further, I/We hereby agrees that I/We grants express authority to DCB Bank for carrying out the Services requested by me/us on WhatsApp on its Registered Bank Number. Provided however that DCB Bank shall not be required to authenticate me/us, 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, DCB Bank shall be entitled to presume that it is myself /ourselves which is interacting through WhatsApp and in case of any other Customer DCB Bank shall be entitled to presume that the number reflected in the WhatsApp profile is my/our number and it is myself /ourselves and not any other person who is interacting with the Bank Registered Number. DCB Bank's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

5. SERVICES

- i. I/We hereby agree and accept that DCB Bank reserves the right to provide only such Services as DCB Bank may at its discretion permit from time to time. DCB Bank may also inform/update the availability/non-availability of any particular Service, at its sole discretion.
- ii. I/We hereby agree that DCB Bank may at any time, without notice to me/us, modify, discontinue or make additions/deletions to the Services offered to me/us.
- iii. I/We hereby agrees that I / we shall not hold DCB Bank responsible for following :
 - a) In case DCB Bank does not responds to the query/ies, processing any request/s or information or not providing satisfactory response which is sought by me/us.
 - b) In case DCB Bank does not receive an instruction to this effect in its systems or the message sent by me/us is not in the format as required by DCB Bank or does not fall under the Services being offered by DCB Bank at the time or DCB Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever.
 - c) DCB Bank will have no liability in case of any fraud or impersonation incidents through the WhatsApp platform. Further, in case DCB Bank permits any Service in the nature of a transaction, I/We agrees that such a Service shall be subject to statutory/ regulatory limits and/or any limits that may be imposed by DCB Bank, from time to time, at its sole discretion.

6. REGISTRATION AND VERIFICATION

- a. For availing the One Way Communication service, I/We agree and confirm to have accepted the Privacy Policy of DCB Bank applicable to me/us for availing the Services.
- b. For availing the Two Way Communication service, I/We agree to have accepted the WhatsApp Terms and Conditions applicable to me / us for availing the Services mentioned herein;
 - i. the Privacy Policy of DCB 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, DCB 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. IMPORTANT

I/We hereby have read, understood and agree as follows:

- i. I/We shall apply to DCB Bank for use of the Services (and/or for any changes to the options available under the Services) in such manner and through such modes as may be specified and made available by DCB Bank from time to time including but not limited to application through forms as prescribed by DCB Bank, and/or infinity, DCB Bank 24- Hour customer care number, SMS if and when made available as permitted modes by DCB Bank for use of the Services through the WhatsApp platform.
- ii. DCB 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 an unauthorized use and violation ("Unauthorized Use") of these DCB Bank on WhatsApp Terms and Conditions. The Services through the WhatsApp platform shall be suspended with immediate effect if there is Unauthorized Use by me/us.
- iii. I/We shall be responsible for upgrading any software, hardware and the operating system at our own cost from time to time so as to be compatible to continue to avail the Services offered by DCB Bank. DCB 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 me/us and that the same shall be our sole responsibility. Some Services may not work on an outdated platform and hence it is our sole responsibility to ensure timely up gradation of the WhatsApp platform.
- iv. By subscribing to Services on WhatsApp platform, I/We agrees to get notifications via WhatsApp including account information, transaction details, and other services/communications. I/We also agree to receive notifications including offers, new product features, any other important notification sent by DCB Bank time to time etc. on the Registered Customer Number via WhatsApp.
- v. I/We irrevocably and unconditionally authorize DCB 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 me/us.
- vi. I/We agree that any Account related Services including in relation to any card, loan related information/Service etc. (at the discretion of DCB Bank) shall be provided to me/us through WhatsApp platform only to a WhatsApp account associated with the Registered Customer Number.
- vii. I/We are aware that it may not be possible for DCB Bank to give detailed information on the Service/functionalities. DCB Bank shall not be responsible or liable to me/us 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 DCB Bank on WhatsApp. In case I/We requires further information, Customer can reach out to DCB Bank either in the nearest branch or on Customer Care number or through any other channels provided by DCB Bank.
- viii. The responses sent by DCB 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 I/We may not find satisfactory or for any inaccuracies arising therefrom, DCB Bank shall not be held responsible. I/We may call Customer Care number or email at customercare@dccb.com or visit www.dccb.com in case of any clarifications.
- ix. I/We agree that DCB Bank and / or its affiliates may hold and process our personal information concerning the account/s on computer or otherwise in connection with the WhatsApp facility provided by DCB Bank as well as for analysis, credit scoring and marketing. I/We agree and consent that DCB Bank may collect, store, use and/or disclose your personal data for the Services as detailed on DCB Bank's Website www.dccb.com. I/We also agrees DCB 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. I/We using DCB Bank on WhatsApp facility authorizes DCB Bank to collect and use technical information about the equipment and related software, hardware and peripherals and any data and information stored in the equipment, whether internet-based or wireless, to improve DCB Bank's products and to provide services to me/us.
- x. All records of DCB 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 DCB Bank considers the instructions to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by Customer to DCB Bank through other channels provided by DCB Bank it may seek clarification from me/us before acting on any of our instruction or act upon any such instruction as it may deem fit. DCB Bank shall have the right to suspend the Services if DCB Bank has reason to believe that our instructions may lead to direct or indirect loss or may require an indemnity from me/us.

- xii. I/We accept that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of DCB Bank (and its affiliates) or its service providers.
- xiii. I/We agree that on opting for the Services through the WhatsApp platform, DCB Bank has the discretion to stop sending these alerts on SMS or any other channel.
- xiv. I/We will be responsible for keeping security safeguard of his WhatsApp account linked to the mobile number.
- xv. I/We 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. I / We hereby agree that DCB 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. I/We hereby understand and agree that mobile phones are vulnerable to the threats such as but not limited to -
- Access by intruders to the data /information,
 - Identity theft,
 - Privacy violations,
 - Planting of stealth software and viruses,
 - Disablement or distortion of operations,
 - Interception of the transmission of encrypted data/message etc.
- I/We shall immediately notify DCB Bank in writing if I/we discover/ suspect unauthorized access.
- DCB Bank shall not be responsible or liable to I/We or any third party for the consequences arising out of or in connection with using of this Service. I/We should immediately opt-out of the Services as per the unsubscribe process as detailed in section 8 above.
- xvii. I/We are aware, understand that using mobile applications involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. I/We hereby understand and accept that, DCB Bank do not make any representation and/ or warranty that the WhatsApp facility/service will be available at all times without any interruption and further that DCB Bank shall not be responsible for any variation, reduction or imposition of the terms or our inability to use the WhatsApp mobile application.
- xviii. I/We understand and are aware that authenticated technologies and strict security measures are required for using mobile applications. I/We undertake to ensure that the password is not revealed to any third party including DCB Bank officials or any unauthorized person. I/We shall be solely responsible for all the communication exchanged between me / us and DCB Bank while logging into this service.
- xix. I/ We hereby accept that, under no circumstances shall DCB 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 DCB Bank program running at the back-end.
- xx. I/We hereby agree that I/We shall not have any claim against DCB Bank on account of any suspension, interruption, non-availability or malfunctioning of the WhatsApp service due to any link/mobile/system failure at DCB Bank's end for any reason thereof.
- xxi. I/We shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of this WhatsApp service.
- I/We shall ensure appropriate data network connection. Receipt of messages by us shall be subject to the data network connection and DCB Bank shall not be held responsible for any delay or non-receipt of the responses at WhatsApp service / channel.
- xxii. I/We hereby agree that, I/We shall not submit or transmit any content through this WhatsApp service channel that is:
- Obscene, Vulgar, or Pornographic, immoral, illegal, illicit, unethical etc.
 - Encourages the commission of a crime or violation of any law.
 - Violates any law in India and/or the jurisdiction in which customer resides.
 - Infringes the intellectual or copyrights of DCB Bank or a third party.
 - Constitute confidential information and/or personal or sensitive information/data belonging to me/us or any third person.
- xxiii. I/ We hereby agree that, DCB Bank reserves the right to remove or otherwise delete any content or submissions made by me/us that violates the rules or which are inappropriate, as per DCB Bank's sole discretion, without any liability or giving warning to me / us.
- xxiv. I/We hereby agree that, all instructions for availing the services under DCB Bank on WhatsApp facility shall be provided through the Registered Customer Number in the manner indicated by DCB Bank. I/We is also responsible for the accuracy and authenticity of the instructions provided to DCB Bank and the same shall be considered to be sufficient for availing of the services under the WhatsApp service / facility. The alerts would be sent on the mobile phone number, last registered with DCB Bank.
- xxv. I/We agrees that if I/we notices any error in any information supplied to me/us by the use of any of the Services, I/We shall inform DCB Bank of the same, as soon as possible. DCB Bank will endeavour to correct the error promptly. I/We 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 DCB Bank and may not be continuously be updated in real time. DCB Bank shall provide the information as may be last updated on the systems of DCB Bank. While DCB Bank will take all reasonable steps to ensure the accuracy of the statement, DCB Bank is not liable for any error and shall not hold DCB Bank responsible for any loss incurred or action taken by me/ us by relying on such information.
- xxvi. I/We agrees that the responses received by me /us from DCB Bank are based on program running at back-end. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any inappropriate/inaccurate answers or any answers that I/We may not find satisfactory, DCB Bank shall not be held responsible for the same.
- 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 me/us 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. DCB Bank has the right to retract our right to utilize the Service anytime it deems fit without any notice to I/We.
- xxx. I/We hereby acknowledge that I/ we are availing the Service(s) at my/our own risk and I/We shall not hold DCB Bank responsible or liable for any of the risks including but not limited to the following:
- Password misuse: I/We hereby acknowledge that if any third person obtains access to my/our device or SIM card or my/our WhatsApp, such third party may be in a position to access Customer information including Account related information of me/us, which may be confidential in nature such as account balance, mini DCB Bank statements, etc. issued to me/us.

- b) Mistake/Error: I/We hereby acknowledge that I/we may be sent responses or shown information which may not be applicable to me/us or may not be sent a satisfactory response, and I/we agree that in such a scenario DCB Bank shall not be liable for any loss to me/us in this regard. I/We shall therefore take all care to ensure that there are no mistakes and errors and that the message sent/ request made/ query asked by me/us to DCB Bank in this regard is error free, accurate, proper and complete at all points of time. I/We agree that DCB Bank is providing the Services at my/our sole risk. I/We agree that DCB 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 DCB Bank. I/We shall be liable and responsible to DCB Bank and accede to accept DCB Bank's instructions without questions for any unfair or unjust gain obtained by him in the course of availing of the Services.
- c) It may also be possible that the site of DCB Bank may require maintenance or is otherwise down or there is a technical failure and during such time it may not be possible to process my/our request this could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. I/We understands that DCB 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 DCB Bank to honour any Customer instruction for whatsoever reason. I/We unequivocally and unconditionally understands and accepts that DCB Bank shall not be responsible for any of the aforesaid risks. I/We also accepts that DCB Bank shall disclaim all liability in respect of the said risks.

xxx. I/We agrees that the Registered Bank Number on the WhatsApp platform cannot be used for grievance redressal or reporting fraud as of now, DCB Bank will have no liability on reporting of such incidents received through WhatsApp. I/We may call Customer Care number or email at customercare@dcbbank.com or visit www.dcbbank.com in case of any clarifications.

xxxii. These Terms and Conditions may be withdrawn, superseded or modified at any time whatsoever, by DCB Bank without any prior notice.

8. THIRD PARTY

I/We hereby understand and agree that, WhatsApp is owned by a third-party unaffiliated with DCB Bank. I/We along with DCB Bank acknowledges that, WhatsApp is rightful owner of all it's name, logo, icons Trade Marks and other intellectual property rights. I/We shall independently be guided by the privacy policies of WhatsApp and the third parties or group companies of WhatsApp and DCB Bank has no control over them. Hence I/We hereby accept and agree that, DCB Bank is not responsible for the privacy or security policies at these sites or other third-party sites that may be linked to within DCB Bank's social media channels. I/We shall always review the privacy and security practices and policies of each third-party site whenever I / We visit such sites. DCB 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.

I/We further understands and agree that DCB Bank on WhatsApp service or any other service provider through which DCB Bank is providing the WhatsApp facility/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, DCB Bank strongly recommend following and I/We shall abide to the below recommendations:

- i. I/We hereby agree and accept that, I/We will never share privacy-sensitive details via WhatsApp messages/ through the WhatsApp facility.
- ii. I/We hereby accept and acknowledge , that DCB Bank will not send messages of it's own accord this way and will only respond to the messages sent to me/us except for any important communication and awareness messages.
- iii. I/We hereby agreed and accept that I/We shall not contact DCB Bank through the WhatsApp channel for complaints, grievances or similar important matters, rather use DCB Bank's customer care contacts details to raise any of complaints, grievances or similar important matters

9. DISCLAIMER OF LIABILITY

I/We hereby agree and acknowledge that, DCB Bank shall not be responsible for any failure on my/our part to utilize the WhatsApp facility due to I/We 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 us availing such roaming facility from the respective cellular service provider. If I/We 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 my/our mobile phone handset is lost, I/We shall immediately inform DCB Bank of the same.

I/We agrees that DCB Bank shall not be liable if:

- i. I/We have breached any of the terms and conditions, contained herein or
- ii. I/We have contributed to or the loss is a result of failure on my/our part to advise DCB 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 my/our part I/We hereby shall advise DCB Bank of a change in or termination of my/our 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 I/We such as but not limited to SIM card cloning, virus in handset etc.

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

DCB Bank shall endeavor to carry out the instructions received from I/We through the WhatsApp channel promptly, provided that DCB 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 DCB Bank's internal policies.

I/We accepts that each WhatsApp communication may contain certain account information relating to me/us. I/We authorizes DCB Bank to send account related information, though not specifically requested, if DCB Bank deems that the same is relevant.

DCB Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the WhatsApp facility. I/We 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 me/us or not, shall be deemed to have originated from me/us.

I/ We hereby agree that, under no circumstance, DCB Bank shall be held liable if the WhatsApp facility 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 DCB Bank. DCB 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 I/We or by any other person. Illegal or improper use of the WhatsApp facility shall render me/us liable for payment of financial charges as decided by DCB Bank or will result in suspension of the WhatsApp facility for me/us.

I/We here by agree that, DCB 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 DCB Bank in that behalf or otherwise) to me/us, which may affect the WhatsApp facility.

I/We here by agree that, DCB Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the WhatsApp facility. DCB 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 me/us or by any person resulting from or in connection with the WhatsApp facility.

I/We here by agree that, without limitation to the other provisions of these WhatsApp Terms and Conditions, DCB 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 me/us or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of DCB 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 me/us and the network of any cellular service provider and DCB Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment held with me/us, DCB 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.

I/We here by agree that, notwithstanding anything in the contrary provided in this terms and conditions, DCB Bank shall not be involved in or in any way liable to me/us for any dispute between us and a cellular service provider or any third party service provider or WhatsApp (whether appointed by DCB Bank for such purpose or otherwise) while availing these Services through the WhatsApp platform.

I/We 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 me/us, I/We shall be liable for damages to DCB Bank or for any losses suffered by DCB Bank.

I/We shall be solely responsible for protecting my/ our OTP/debit card PIN/ password or mobile phone number and any other password and/or any other mode of verification as prescribed/ issued by DCB Bank for the use of the WhatsApp facility from time to time without any liability of DCB Bank in this regard. I/We 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 DCB 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.

I/We hereby agrees that DCB Bank assumes no liability whatsoever in case of any event of such compromise of WhatsApp and DCB Bank shall not be held responsible for any such event. Further, I/We hereby agree and understand that WhatsApp can also be logged on from more than one device at the same time, including by using web log in and I/We is aware of the risk in this regard while availing the Services such as compromise of Customer Information, breach of security of my/our WhatsApp account from a device other than my/our device and I/We hereby undertake to be vigilant and takes full responsibility for the security of my/our WhatsApp account. DCB 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.

I/We hereby agree that DCB Bank will not be liable for:

- a. any unauthorized use of my/ our 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;
- b. acting in good faith on any instructions received by DCB Bank from or on my/our behalf in relation to the WhatsApp facility;
- c. error, default, delay or inability of DCB Bank to act on all or any of the instructions given by me/us 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 me/us or breach of confidentiality;
- f. Any information, consents, permission granted directly by us to WhatsApp application to access, use, share data available on my/our device.

I/We agree that, DCB 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 DCB Bank to deliver services through WhatsApp to me/us.

I/We agree that, DCB Bank may provide any other services as a part of the WhatsApp facility and DCB Bank shall not be liable for any oversight on my/our part to update myself / ourself with the addition of services which have been included in the WhatsApp facility.

10. INDEMNITY

In consideration of DCB Bank providing the WhatsApp facility, I/We hereby , at my/our own expense, agrees to indemnify, defend and hold harmless, DCB 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 DCB 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 me/us or otherwise for use of the WhatsApp facility.

I/We hereby further specifically agree to indemnify, defend and hold harmless, DCB Bank and/or its affiliates from any losses occurring as a result of the:

- i. I/We permitting any third parties to use the WhatsApp facility.
- ii. I/We permitting any other person to have access to my/our mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone and DCB Bank acting/not acting on any instructions received from the same.
- iii. I/We agree that, I/We have breached the WhatsApp Terms and Conditions.

11. TERMINATION

I/We here by agree that, DCB 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 I/We. DCB 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.

I/We here by DCB Bank may suspend or terminate WhatsApp facility without prior notice if I/We has breached these WhatsApp Terms and Conditions or DCB Bank learns of the death, bankruptcy.

12. PROPRIETARY RIGHTS

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

13. DISCLOSURE

I/We hereby expressly authorize and give consent to DCB 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 DCB Bank, when DCB Bank considers such disclosure as necessary or expedient, with:

- a) WhatsApp, employees or agents of DCB Bank, 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, having jurisdiction over DCB Bank or its branches;

- c) If required by the Service providers or any such person with whom DCB 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 DCB Bank, or any of its 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 DCB 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, personalized online experience on the Website and third party websites or otherwise.
- vii. for enabling registration/verification/offering of any products or any investments to be made by me/us with DCB Bank.

14. GOVERNING LAW

These DCB Bank on WhatsApp terms and conditions shall be governed by laws of India. I/We agree and accept that, any dispute or differences arising out of or in connection with the WhatsApp facility shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

DCB 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 WhatsApp facility can be accessed by me/us 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 WhatsApp facility.

15. DISCLAIMER:

1. I/We authorize and accept that, DCB Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/ services provided.
2. WhatsApp or any other service provider through which we are providing the WhatsApp facility 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/discard the same with third parties.
3. DCB Bank shall not be involved in or in any way liable to me/us for any dispute between me/us and a cellular service provider or any third party service provider or WhatsApp (whether appointed by DCB Bank for such purpose or otherwise) while availing these Services through the WhatsApp platform and I/We agrees to directly take up any claim/dispute with respect to the usage of WhatsApp platform directly with WhatsApp.