



Terms and Conditions governing the use of the WhatsApp Banking Services provided by Fincare Small Finance Bank Limited.

Definitions:

"Accounts" shall mean the bank account maintained by the Customer with the Bank for which the WhatsApp Banking Services is being offered or may be offered in future (each an "Account" and collectively "Accounts").

"Applicable Law" shall mean any and all applicable laws, bye-laws, rules, regulations, circulars, notifications, ordinances, protocols, codes, guidelines, policies, notices, directions, orders, decrees or judgments of courts or other requirements of any governmental authority in any relevant and appropriate jurisdiction of India.

"Bank" shall mean Fincare Small Finance Bank Limited, a company incorporated under the Companies Act, 1956, having its registered office at 301-306, Floor, ABHIJEET-V, Opp. Mayor's Bungalow, Law Garden Road, Mithakhali, Ahmedabad, Gujarat - 380006, India and corporate office at 5th Floor, Bren Mercury, Kaikondanahalli, Sarjapur Main Road, Bengaluru, Karnataka - 560102, India.

"Bank Website" shall mean www.fincarebank.com

"Beneficiary / Payee" shall mean any person or entity to which you can request the Bank to make a payment from your account through WhatsApp Banking Services.

"Confidential Information" shall mean all information obtained by the User from the Bank for availing WhatsApp Banking Services.

"Data Connection" shall mean any 2G, 3G, 4G, wired/wireless internet connection, or any other network that permits the User to access the WhatsApp Banking Services from his/her Mobile Handset.

"Minor" shall mean a person who has not completed the age of eighteen years.

"WhatsApp Banking Services" shall mean the facility or service/s provided by the Bank namely, access to the User's account/s and/ or usage of product and/ or other services as may be made available by the Bank from time to time to the User.

"Mobile Handset" means a feature phone, mobile smart phone, tablet, or any other remote access device that supports access to the WhatsApp Banking Services.

"Mobile Phone Number" shall mean the mobile phone number of the Users, provided to the Bank by the User in the Account opening forms or at any other time, and as updated in the records of the Bank from time to time.

"MPIN" shall mean Mobile Personal Identification Number used for accessing and availing Mobile Banking Services from his/ her Mobile Handset.

"Personal Information" shall mean the information about the Customer obtained in connection with WhatsApp Banking Services.

"Software/Application" means the file which is downloaded on the mobile for accessing WhatsApp Banking services.

"SMS" shall mean short messaging service used to transmit short message upto 160 characters to and from the Mobile Handset. The User will be charged for the SMS as per the rates levied by the Telecom Service Providers.

"User" shall mean a person who has an account with the Bank and who has been authorized by the Bank to use WhatsApp Banking Services.

“Customer ID” shall mean the unique identification number given by the Bank to every customer holding a Savings/Current/Loan/Fixed Deposit Account in the Bank.

Applicability of the Terms and Conditions:

The Terms and Conditions appearing hereinafter form the contract between the User and the Bank. By applying for WhatsApp Banking Service, the User acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition and not in derogation to the Terms and Conditions relating to any account held by the User in the Bank and/or the respective product/s or the service/s provided by the Bank. The Terms and Conditions may be modified by the Bank from time to time without any notice or consent of the User and the User can view the Terms and Conditions on the Bank Website. In case of conflict between the general terms and conditions relating to any Account and the terms and conditions contained herein, terms and conditions contained herein shall prevail.

Terms & Conditions for WhatsApp Banking Opt in

- You shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of this service by Fincare Small Finance Bank.
- By subscribing to Fincare Small Finance Bank WhatsApp alerts/notification services, Customer agree to get his/her personal notifications via WhatsApp including balance enquiry and alerts, transaction details, apply for new product, new offerings etc. on his/her registered mobile number with Fincare Small Finance Bank via WhatsApp.
- Customer shall ensure appropriate network connection, receipt of messages by Customer shall be subject to the network connection and Fincare Small Finance Bank shall not be held responsible for any delay or non-receipt of the responses from the Fincare Small Finance Bank.
- The responses received by Customers from Fincare Small Finance Bank chat messenger are based on program running at backend. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any inappropriate answers, Fincare Small Finance Bank shall not be held responsible.
- Under no circumstances shall Fincare Small Finance 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 Fincare Small Finance Bank program running at the back-end.
- Customer agree that he/she shall not have any claim against Fincare Small Finance Bank on account of any suspension, interruption, non-availability or malfunctioning of the service due to any link/mobile/system failure at Fincare Small Finance Bank end for any reason thereof.
- It is advisable for customers who have subscribed to this service to delete WhatsApp when changing their device.
- Please note this channel cannot be used for grievance redressal or reporting fraud as of now, Fincare Small Finance Bank will have no liability if any such incidents are reported on this channel.

- Customer is aware that authentication technologies and strict security measures are required for using Mobile applications. The customer undertake to ensure that the password is not revealed to any third party including employees of Fincare Small Finance Bank. The customer shall be solely responsible for all the communication exchanged between them and Fincare Small Finance Bank while logging into this service.
- Customer understand that using WhatsApp application 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. Fincare Small Finance Bank shall not be responsible or liable to customer or any third party for the consequences arising out of or in connection with using of this service. Customer is aware that it may not be possible for Fincare Small Finance Bank to give detailed information on the service functionalities.
- Customer are responsible for keeping security safeguard of your WhatsApp account linked to his/her registered mobile number. Customer are aware that using Mobile app involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. Fincare Small Finance Bank do not make any representation or warranty that the service will be available at all times without any interruption and further that Fincare Small Finance Bank shall not be responsible for any variation, reduction or imposition of the terms or the customer inability to use the Mobile app.
- Customer shall not submit or transmit any content through this service that is:
 - Obscene, Vulgar, or Pornographic.
 - Encourages the commission of a crime or violation of any law.
 - Violates any state or Central law in India and/or the jurisdiction in which you reside and/or any applicable law.
 - Infringes the intellectual or copyrights of a third party.
- Fincare Small Finance Bank has the right to retract the service anytime it deems fit.
- The Courts in Bangalore alone shall have exclusive jurisdiction as regards any claims or matters arising out of dealings with us, and all disputes will be governed by the laws of India.
- These terms and conditions are subject to change at any time and will be updated at Fincare Small Finance Bank's discretion without notice.