

TERMS & CONDITIONS

Airtel Payments Bank Limited, is a company incorporated under the Companies Act, 1956/2013 with its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi - 110070, India and Corporate Office at Airtel Center, Plot No 16, Udyog Vihar, Phase-IV, Gurgaon-122015 (hereinafter referred to as the “Bank” or “Airtel Payments Bank”).

These terms and conditions including any amendments/ changes/ modifications thereto from time to time by the Bank (“Terms and Conditions”) apply to the Customers (defined hereinafter) who avail of the Services (defined hereinafter) provided thereon by Airtel Payments Bank on the WhatsApp platform.

Further, in case of inconsistency between the Terms and Conditions and any specific terms and conditions about a specific variant of the account or any specific service/product/offer, the specific terms and conditions of that particular service/product/offer shall prevail to the extent such terms are incapable of harmonious construction.

1. DEFINITIONS

- i. **“Account”** refers to the savings and/or current account or any other type of account held by the Customer with the Bank.
- ii. **“Account Related Services”** shall mean the Services which pertain to information concerning the Account of the Bank’s Customer including but not limited to balance inquiry, statement request, etc., which are enabled by the Bank, from time to time, at its sole discretion.
- iii. **“Applicable Laws”** means and includes any statute, rules, regulations, notifications, circulars, order, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of a government authority, including specifically the Reserve Bank of India (the “RBI”), which has the force of law in India and as amended from time to time.
- iv. **“Registered Mobile Number”** is the mobile number which the Customer has registered with the Bank and uses as a User of WhatsApp.
- v. **“Banking Points”** shall mean and include business correspondent agents or BC Agents.
- vi. **“Charge(s)”** or **“Service Charge”** shall mean the charges which the Bank may levy upon the Customer in consideration for the Bank services.
- vii. **“Customer”** shall mean any person holding an Account or any prospective customer with the Bank and interacting with the Bank on WhatsApp through the Registered Bank Number and/ using the Services provided by the Bank through WhatsApp.

- viii. **“Device”** means a computer, laptop, mobile phone, tablet, or any other similar device that enables the User to access WhatsApp and use the Services.
- ix. **“One Way Communication”** shall mean the service provided by the Bank to the User on WhatsApp where the Bank sends its User one-way messages through its Registered Number like 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.
- x. **“Privacy Policy”** shall have the meaning as ascribed in the Privacy Policy of the Bank available on its Website.
- xi. **“Service(s)”** shall mean the One-Way Communication and Two-Way Communication services provided by the bank by itself to a User on WhatsApp
- xii. **“Two Way Communication”** shall mean the service provided by the Bank to the Users on WhatsApp where the User can communicate with the Bank by sending it messages in the form of making requests, seeking information, asking queries, etc. to the Bank on the Registered Mobile 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.
- xiii. **“User”** shall mean a Customer of the Bank or any other person interacting with the Bank on WhatsApp using the Registered Mobile Number / using the Services provided by the Bank through WhatsApp.
- xiv. **“Website”** shall mean ‘<https://i.airtel.in/bank>’.
- xv. **“WhatsApp”** is the application provided by WhatsApp Inc. 1601 Willow Road, Menlo Park, California 94025.

2. INTERPRETATION

- i. All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".
- ii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force or as amended from time to time.
- iii. Terms used but not defined will derive their meaning from Applicable Laws.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit, or affect the meaning or interpretation of these Terms & Conditions.

3. PURPOSE

WhatsApp platform (also known as WhatsApp messenger) serves as an additional channel to communicate with customers from time to time for selected communications and will be free to expand the scope of communications from time to time.

Bank will provide WhatsApp as a channel to facilitate communication or responding to queries of customers while paying out the bills/loading the money or availing Bank's Services and many more. It would provide a step-by-step guidance to customers to help them perform their banking activities and provide them a better customer experience. It would ensure a hassle-free 24x7 service for customers, where their most of the queries could be resolved with easy and safe banking any time and any place.

4. ELIGIBILITY FOR USING THE SERVICES

The User hereby agrees and undertakes that he/she shall use the Services only if he/she fulfils the eligibility as given below and for the Purpose aforementioned in compliance with Applicable Laws and shall otherwise not use the Services:

- i. The User is an individual and a major;
- ii. The User is a guardian of a minor;
- iii. The User is of sound mind, solvent, and competent to contract;
- iv. The User is a resident of India;

5. SERVICES

The User agrees and accepts that the Bank reserves the right to provide only such Services as the Bank may at its discretion permit from time to time on WhatsApp. The Bank may also advise the availability/non-availability of any particular Service, at its sole discretion. The User hereby agrees that the Bank may at any time, without notice to the User, modify, discontinue or make additions/deletions to the Services offered to the User. The User agrees that he/she shall not hold the Bank responsible for not responding to the queries of/ information sought by the User or not providing a response to the satisfaction of the User or not processing any request of the User, in case such a message sent by the User, in the event the Bank does not receive an instruction to this effect in its systems or the message sent by the User is not in the format as required by the Bank or does not fall under the Services being offered by the Bank at the time or the Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever. The Bank will have no responsible or liability in case of any fraud or impersonation incidents through WhatsApp platform.

Further, in case the Bank permits any Service in the nature of a transaction, the User agrees that such a Service shall be subject to statutory/ regulatory limits and/or any limits that may be imposed by the Bank, from time to time, at its sole discretion.

6. GENERAL CONDITIONS OF BANK SERVICE

- i. The Customer may avail Bank services through mobile or internet banking and Banking Points, subject to the terms and conditions applicable to the internet and mobile banking and policies available at Bank's Website. The list of Banking Points, any limits pertaining to the Account including methods of crediting Bank Account are subject to change as per discretion of the Bank without any prior intimation to the Customer.
- ii. Bank shall provide its services on a best effort basis. Further, Bank reserves the right to suspend/discontinue any of the Bank services at any time, for any cause.
- iii. The Customer is permitted to maintain and operate only one Bank Account.
- iv. Bank does not sponsor any particular product or any business unrelated to banking and any payment for the purchase of goods and services by using the Bank's services will be confined to a payment arrangement with such entities or its subsidiaries/associates/principal.

7. THIRD-PARTY PRODUCTS

WhatsApp Services is owned by a third-party unaffiliated with Bank. The User shall independently be guided by the privacy policies of WhatsApp and the third parties or group companies of WhatsApp and the Bank has no control over them. Bank is not responsible for the privacy or security policies at WhatsApp or their sites or other third-party sites that may be linked to within the Bank's social media channels. The User is advised to always review the privacy and security practices and policies of each third-party site on visit. The 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.

If the User opts for any of third party products facilitated by the Bank/offered by any third-party partner in tie-up with the Bank viz. Recharges, Loan Products, etc., User undertakes to provide his/her consent to the Bank for sharing requisite User related information with the third-party service provider as per RBI Master Circular in User service in Banks dated July 01, 2015 under User confidentiality obligations or those to be issued/modified by RBI from time to time. The User also agrees to abide by the terms & conditions laid down by such third-party service providers.

8. DISCLAIMER OF LIABILITY

The User agrees that he/she shall be liable for all loss from unauthorized uses of his WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these Terms and Conditions or if he has in any way contributed or caused the loss by negligent actions including the following:

- i. Losing the SIM ("Subscriber Identity Module") card on which the User's WhatsApp is registered.
- ii. As a result of failure on part of the User to advise Bank of a change in or termination of the User's Registered Mobile Number.
- iii. There has been an unauthorized transaction/instruction provided through WhatsApp 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 Registered Mobile Number / SIM of the User such as but not limited to SIM card cloning, virus in the handset, etc. unauthorized access by any other person to any information /instructions given by the User or breach of confidentiality.
- iv. 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 Users.

9. USER CONSENT

- i. The User agrees that messaging "Hi" on the provided WhatsApp number on the website would mean that they agree to receive the message from Bank with basic menu-based customer journey.
- ii. The User accepts to receive SMS/Push notifications to opt-in to the WhatsApp service, which they can turn off by opting out of the service.
- a. The user may choose/request for opt-out/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. Currently the Bank provides the following channels for un-subscription:

Send 'UNSUBSCRIBE' keyword on the WhatsApp platform.

However, the User agrees that for this to come into effect, it may take such time as may be required by the Bank. The User agrees that he/she will remain responsible for any requests made/ messages sent to the Bank using the Services prior to the time such cancellation of the Services is effected by the Bank. The Bank will be at liberty to discontinue/ suspend/

terminate the Customer's use of the Services at any time without assigning any reason whatsoever. The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these WhatsApp Terms and Conditions are breached.

Once we have received the notification that you have unsubscribed, we will no longer process your information for the purpose(s) you originally agreed to and send any further notification/message through WhatsApp, unless legally permissible otherwise.

- iii. The User accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of Bank (and its affiliates) or its service providers.
- iv. On the User opting in for the Services through the WhatsApp platform, the Bank has the discretion to stop sending these alerts on SMS or any other channel.
- v. The User is responsible for securing and safeguarding his/her WhatsApp account linked to the Registered Mobile Number.
- vi. By subscribing to Services on WhatsApp, the User agrees to get notifications via WhatsApp including Account information, transaction details, and other services/communications. User also agrees to receive notifications including offers, new product features, any other important notification sent by Bank from time to time, etc on the Registered User Number via WhatsApp.
- vii. The User irrevocably and unconditionally authorizes the 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/s information with any third parties for the purpose of accepting/ executing such Service requests of the User.
- viii. The User shall apply to 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 Bank from time to time including but not limited to the application through forms as prescribed by Bank, and/or infinity, Bank's 24- hour Customer care number, SMS if and when made available as permitted modes by Bank for use of the Services through WhatsApp.
- ix. The User shall not submit or transmit any content through this Service that is:
 - a. Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social, etc.
 - b. Encourages the commission of a crime or violation of any Applicable Laws
 - c. Violates any Applicable Laws including state or federal law in India and/or the jurisdiction in which User resides
 - d. Infringes the intellectual or copyrights of a third party or

- e. Constitutes confidential information and/or personal or sensitive information/ data belonging to the User or any other person
- x. Bank may send any communications/letters etc. through courier/registered post/messenger/email/SMS/in-app notifications or any other mode at its discretion and Bank shall not be liable for any delay arising there from or for any errors or issues in the address/mobile number as provided by User. The same shall be the sole responsibility of the User.
- xi. The User shall not use the Bank services for any purpose that might be construed as contrary, illegal or repugnant to any Applicable Laws or Bank policy or public policy or for any purpose that might negatively prejudice the goodwill of the Bank or adversely affect the Bank's interests.
- xii. By registering for or using the Website or the platform of the Bank or downloading the Bank application, User agrees to be bound by these Terms and Conditions and various products or services including their respective specific terms and conditions offered by the Bank. If the User does not accept these Terms and Conditions, he/she will not be able to use the Website or the platform or application of the Bank for availing any banking service of Bank.
- xiii. The User agrees and understands that Bank reserves sole and absolute discretion to accept or reject the User's application for opening and maintenance of the Account and/or for availing of banking products and/or services so offered by the Bank and that the Bank's decision in this regard would be final. The User further agrees that the availability of and/or maintenance and/or operation of the Account and/or banking products and/or services so offered by Bank shall be governed by various policies and/or procedures and/or standards of the Bank, as updated periodically, and that the Bank's decision in this regard shall be final. The User shall execute all necessary documents/forms and/or furnish all information and/or comply with all the requirements so communicated by the Bank from time to time.
- xiv. User represents that the User is not a minor, insane, idiot and/or is not suffering from any mental disability, mental retardation, mental illness, etc. or such like mental issues which renders him/her unable to operate the Account himself. User also agrees and represents that in the event, he/she suffers from any such illnesses or disability, he/she and/or his/her legal representative (in case the User is completely disabled) will inform the Bank forthwith in writing, and Bank shall take appropriate action in good faith.
- xv. User agrees that both one way and two way communication shall be governed by and subject to the terms and conditions.

- xvi. User agrees that account related services shall be provided to them through WhatsApp platform only to a WhatsApp account associated with their registered number.
- xvii. User agrees that the responses sent by the bank on WhatsApp are based on a program running at back-end, which has been developed to handle queries in the best possible manner and if they don't find the answers satisfactory or with any inaccuracies, they can call on the customer care number or mail us.
- xviii. By subscribing to the Bank's One-Way and Two-Way communication services, the User agrees to get its personal notifications via WhatsApp including transaction related details, notification services, etc. The User also agrees to receive notifications including account and transaction alert notifications, personalized offers, new product features, regulatory updates, etc. on his/her mobile number registered with the Bank via WhatsApp. By registering to the One-Way and Two-Way communication service on WhatsApp, the User also authorizes the Bank to send the aforementioned alerts to the User on WhatsApp and/or SMS at the Bank's sole discretion and the Bank also may stop sending these alerts on SMS or any other channel, at its sole discretion.

10. INDEMNITY

In consideration of Bank providing the WhatsApp facility, the User, at his own expense, agrees to indemnify, defend and hold harmless, Bank, its directors and employees, agents, representatives, customers, and/or the affiliates, as the case may be, against all losses, claims, damages, actions, expenses, 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 User or otherwise for use of the WhatsApp facility.

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

- i. User permitting any third parties to use the WhatsApp facility.
- ii. User 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. User having breached the Terms and Conditions.
- iv. User having breach the Applicable Laws and/or Bank policies applicable to Service.

11. PROPRIETARY RIGHTS

The User acknowledges that the software/ other internet-related software which are required for providing the Services or any intellectual property rights of the Bank in the process are the legal property of the Bank/ respective 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 any person, in the above software or intellectual property rights of the Bank or its group entities/subsidiaries/branches. The User agrees that he/she shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

12. DISCLOSURE

The User 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 for the purpose of Services or Account, with:

- i. ~~WhatsApp~~, Employees or agents of the Bank, group entities, subsidiaries, branches in any jurisdiction;
- ii. Auditors, any agencies/credit bureaus, any court or tribunal or any statutory, regulatory, judicial, governmental or administrative authority, RBI, Central KYC registry, SEBI Know your client registration agency having jurisdiction over the Bank or its group entities/subsidiaries/branches or as required under Applicable Law;
- iii. 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 WhatsApp facilities.

13. GOVERNING LAW AND DISPUTE RESOLUTION

The Courts at New Delhi shall have exclusive jurisdiction in respect of any dispute regarding the use of Bank Services including the interpretation and execution of this Terms and Conditions or any other document executed by the Customer or the Bank with respect to Bank Services.

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 Services on WhatsApp can be accessed by a Customer 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 the Customer and/or the use of the Services on WhatsApp.

14. USER ACCEPTANCE

The User hereby expressly acknowledges, undertakes and confirms that the User is and will act in compliance with all Applicable Laws to avail the Services, has submitted his true, correct, complete and accurate information to Bank and has read, verified, understood, irrevocably agreed to and accepted and delivered all the Terms and Conditions contained herein online by sending a message through the Registered Mobile Number / sending any communication on WhatsApp on the Registered Mobile Number. The User hereby expressly acknowledges and confirms that at the time of accepting and signing these Terms and Conditions as above, the User fulfils the eligibility to utilize the Services as provided in these Terms and Conditions.

15. CONTACT INFORMATION

- i. Call Centre Details/Customer Care No.: For Airtel Payments Bank Customers: 400 (Airtel users) or 8800688006 (other mobile connections).
- ii. Email: wecare@airtelbank.com
- iii. Website: www.airtel.in/bank