

TERMS AND CONDITIONS

These terms and conditions are applicable to the Users of WhatsApp that avail of the Services (defined hereinafter) provided thereon by HDB Financial Services Limited (“**HDBFS**”) and shall be deemed to include any amendments/ changes/ modifications thereto from time to time by the HDBFS (“**Terms and Conditions**”).

1. DEFINITIONS AND INTERPRETATION

“**Account**” refers to the loan account and/or cards held by the Customer with the HDBFS.

“**Account Related Services**” shall mean the Services which pertain to information in relation to the Account of the HDBFS’s Customer such as balance enquiry, statement request, etc., which may be enabled by the HDBFS, from time to time, at its sole discretion.-

“**HDBFS Registered Number**” is the authorized number of the HDBFS, registered with WhatsApp to provide Services herein. -

“**Customer**” shall mean any person holding an Account with the HDBFS.

“**Customer’s Registered Number**” is the mobile number which the Customer has registered with HDBFS. -

“**Device**” means a computer, laptop, mobile phone, tablet or any other similar device that enables the User to access WhatsApp and use the Services.

“**One Way Communication**” shall mean the service provided by the HDBFS to the User on WhatsApp where the HDBFS sends its User one-way messages through its Registered Number in the nature of information, alerts, updates, transaction alerts in relation to the Customer’s Account and such other communications as the HDBFS may enable from time to time, at its discretion.

“**Privacy Policy**” shall have the meaning as ascribed to the term in Clause 12 hereto;

“**Service(s)**” shall mean the One Way Communication and Two Way Communication services provided by the HDBFS by itself or through any of its service providers, to a User on WhatsApp.

“**Two Way Communication**” shall mean the service provided by the HDBFS to the Users on WhatsApp where the User can communicate with the HDBFS by sending it messages in the form of making requests, seeking information, asking queries etc. to the HDBFS on the HDBFS Registered Number and where the HDBFS responds to such messages. However, this service and the HDBFS’s responses shall be limited only to such queries, information, requests etc. as may be determined by the HDBFS from time to time, at its sole discretion.

“**User**” shall mean a Customer of the HDBFS or any other person interacting with the HDBFS on WhatsApp using the HDBFS Registered Number / using the Services provided by the HDBFS through WhatsApp.

“**User Information**” refers to the personal data or information or such other data or information including any sensitive personal data in relation to the User such as information in relation to the account balance of the User, shared by the User or provided to the User by the HDBFS or collected or obtained from the User or from WhatsApp or from any such source in the course of the User availing the Services hereunder.

“**WhatsApp**” is the application provided by WhatsApp Inc., 1601 Willow Road, Menlo Park, California 94025. Reference to the masculine gender includes reference to the feminine, neuter and vice versa.

2. ELIGIBILITY FOR USING THE SERVICES

The User hereby agrees and undertakes that he shall use the Services only if he fulfils the eligibility as given below and shall otherwise not use the Services:

- (i) The User is an individual;
- (ii) The User is a major;
- (iii) The User is of sound mind, solvent and competent to contract;
- (iv) The User is a resident of India; and
- (v) The User is present within the territory of India at the time of utilization of the Services.

3. SERVICES

The User agrees and accepts that the HDBFS reserves the right to provide only such Services as the HDBFS may at its discretion permit from time to time. The HDBFS may also advise the availability/non-availability of any particular Service, at its sole discretion. The User hereby agrees that the HDBFS 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 shall not hold the HDBFS 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 case the HDBFS 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 HDBFS or does not fall under the Services being offered by the HDBFS at the time or the HDBFS does not receive such a message for technical reasons or otherwise or for any reason whatsoever. The HDBFS will have no liability in case of any fraud or impersonation incidents through this platform. Further, in case the HDBFS 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 HDBFS, from time to time, at its sole discretion.

4. REGISTRATION AND VERIFICATION

a. For availing the One Way Communication service, the User shall be deemed to have accepted the Privacy Policy of the HDBFS applicable to the User for availing the Services mentioned herein.

b. For availing the Two Way Communication service, the User shall be deemed to have accepted (a) the Terms and Conditions applicable to the User for availing the Services mentioned herein; and (b) the Privacy Policy of the HDBFS applicable to the User for availing the Services mentioned herein.

Provided that, the HDBFS may modify the process for authentication, registration and/or verification of the User, for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion. Provided however that the HDBFS shall not be required to authenticate the Customer or User if any request for the Services comes on WhatsApp to the HDBFS Registered Number, and in case of a Customer, if the number reflected in the requestor's mobile is a Customer's Registered Number, the HDBFS shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other User, the HDBFS shall be entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the HDBFS Registered Number.

5. APPLICABILITY OF T&C AND AUTHORITY TO HDBFS

The User hereby accepts and agrees that all Services and communications (both One Way Communication and Two Way Communication) taking place on WhatsApp, initiated either by the HDBFS or the User, will be governed by and subject to these Terms and Conditions. Further, the User hereby agrees that the User grants express authority to the HDBFS for carrying out the Services requested by the User on WhatsApp on its HDBFS Registered Number. The HDBFS shall have no obligation to authenticate the User or to verify the identity of any User once the registration for One Way Communication service is made or once it receives any request/

communication to its HDBFS Registered Number from any WhatsApp User through WhatsApp. The HDBFS's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

6. IMPORTANT

The User unconditionally and irrevocably agrees to the following:

a. Both One Way Communication and Two Way Communication shall at all times be governed by and subject to these Terms and Conditions.

b. That all the Services provided to him are subject to applicable law and the rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by the Reserve HDBFS of India and/or any regulatory/ statutory/ governmental authority.

c. The User shall provide the HDBFS with such information and/or assistance as is required by the HDBFS for the performance of the Services and/or any other obligations of the HDBFS. Further, that all instructions relating to the Services will be issued satisfactory to the HDBFS in form and content.

d. Account Related Services including in relation card, loan etc. (at the discretion of the HDBFS) shall be provided to the Customers through WhatsApp platform only to a WhatsApp account associated with the Customer's Registered Number.

e. That the HDBFS may advise from time to time the versions of the operating systems on the Devices which are required for availing the Services and/or registration of the Services. There will be no obligation on the HDBFS to support all the versions of the operating systems. The User agrees that the User shall be responsible for upgrading any software, hardware and the operating system at his cost from time to time so as to be compatible with that of the HDBFS. The HDBFS 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 the User and that the same shall be the User's sole responsibility to be able to continue his use of the Services.

f. That the User shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided hereunder.

g. That the User shall not submit or transmit any content through this Service that is:

- Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
- Encourages the commission of a crime or violation of any law;
- Violates any state or federal law in India and/or the jurisdiction in which you reside;
- Infringes the intellectual or copyrights of a third party; or
- Constitutes confidential information and/or personal or sensitive information/ data belonging to the User or to any other person.

h. The HDBFS reserves the right to remove or otherwise delete any content or submissions made by the User that violates the HDBFS's internal rules or which are inappropriate, as per the HDBFS's sole discretion, without undertaking any liability in relation to the same or giving any prior warning to the User.

i. The responses sent by the HDBFS on WhatsApp are based on a program running at the back-end. This program has been developed and regularly enhanced to handle the queries in the best possible manner. However, for any answers that the User may not find satisfactory or for any inaccuracies arising therefrom, the HDBFS shall not be held responsible. The User may call [+91 44 4298 4541](tel:+914442984541) or email customer.support@hdbfs.com or visit www.hdbfs.com in case of any clarifications.

j. By subscribing to the HDBFS's One Way Communication service, the User agrees to get its personal notifications/alerts/acknowledgements via WhatsApp including portfolio holding, transaction details, value-added subscriptions, alerts, notification services etc. The User also agrees to receive notifications including Account and transaction alert notifications, regulatory updates, personalized offers, new product features etc. on his mobile number registered with the HDBFS via WhatsApp. Further, by registering to the One Way Communication service on WhatsApp, the User authorizes the HDBFS to send the aforementioned alerts to the User on WhatsApp and/or SMS at the HDBFS's sole discretion and the HDBFS also may stop sending these alerts on SMS or any other channel, at its sole discretion.

k. The User understands that using WhatsApp may carry extra risks. Further, any message and information exchanged on WhatsApp shall be subject to the risk of being read, interrupted, intercepted, or defrauded by the third party or otherwise subject to manipulation by the third party or involve a delay in transmission. The HDBFS shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using this Service.

l. The User is aware that it may not be possible for the HDBFS to give detailed information on the Service functionalities. The HDBFS shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using this Service.

m. The User is aware that authentication technologies and strict security measures are required for using mobile applications such as WhatsApp. The User undertakes to ensure that the User shall not reveal his password to any third party including employees and dealers of the HDBFS. The User shall be solely responsible for all the communication exchanged between the User and the HDBFS while utilizing these Services.

n. The User understands that his Device is vulnerable to the threats such as but not limited to unauthorized (i) access by intruders to the data/information contained on such Device; (ii) identity theft; (iii) privacy violations; (iv) planting of stealth software, malware, viruses etc; (v) disablement or distortion of operations; (vi) interception of the transmission of encrypted data/message etc. The HDBFS shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using this Service. The User shall immediately opt-out of the Services by de-registering process available.

o. The User is responsible for keeping security safeguard of his account on his WhatsApp linked to his registered mobile number.

p. The User shall ensure appropriate network connection and the receipt of messages by the User shall be subject to the network connection and the HDBFS shall not be held responsible for any delay or non-receipt of the responses from the HDBFS.

q. The User is aware that using any mobile application involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. The HDBFS does not make any representation or warranty that the Services will be available at all times without any interruption and that the HDBFS shall not be responsible for any variation, reduction or imposition of the terms of the User's inability to use WhatsApp for any reason whatsoever.

r. The User agrees that he shall not have any claim against the HDBFS on account of any suspension, interruption, non-availability or malfunctioning of the Service including due to any link/mobile/system failure at the HDBFS's end for any reason thereof.

s. The HDBFS has the right to retract the User's right to utilize the Service anytime it deems fit without any notice to the User.

t. These Terms and Conditions may be withdrawn, superseded or modified at any time whatsoever, by the HDBFS without any prior notice.

7. SECURITY MEASURES -

The User hereby unconditionally and irrevocably understands and agrees that he must:

- a) Keep the passwords to his Device fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person;
- b) Commit the password to memory and not record any of them in a written or electronic form;
- c) Not let any unauthorized person have access to his Device or leave his Device unattended while accessing his WhatsApp;
- d) Put in place a passcode or password or PIN or a security key of similar nature to lock/ restrict access to his Device and secure it from any unauthorized access and not share such passcode/ password/ PIN/ security key with any other person;
- e) Not remove the restrictions that may be imposed by the Device provider on the Device;
- f) Take adequate precautions from any ransomware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection.

The User hereby agrees and accepts that he shall at all times be solely responsible for the protection and safekeeping of his SIM card, Device and the applications installed thereon, specifically WhatsApp, login ids, User Information, security details and passwords as mentioned hereinabove and hereby fully agrees that the HDBFS shall in no manner be liable for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise of the same. Further, the User agrees that he understands the risks of losing his SIM card or transferring his SIM card to another device. The HDBFS strongly advises the User, for the purpose of using the Services on WhatsApp, to delete the WhatsApp application when changing his device. Further, the User understands the risks of compromise of his QR code and the implications that it may have on his WhatsApp, including access by a third party to the User's WhatsApp and the Services. The User agrees that the HDBFS assumes no liability whatsoever in case of any event of such compromise of the User's WhatsApp and the HDBFS shall not be held responsible for any such event. Further, the User agrees and understands that WhatsApp can also be logged on more than one device at the same time, including by using web log in and the User is aware of the risk in this regard while availing the Services such as compromise of User Information, breach of security of the User's WhatsApp account from a device other than the Users etc. and the User undertakes to be vigilant and careful and takes full responsibility for the security of his WhatsApp account. The HDBFS shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using this Service.

The User also agrees and accepts that any person having access to any such email/phone number/authentication form factor/Customer's Registered Mobile Number, shall be deemed to be duly authorised by the User and acting for and on behalf of the User, with the authority and intention to bind the User irrevocably with any actions pursuant thereto including the acceptance of these Terms and Conditions, vis-à-vis the HDBFS. Provided however that the HDBFS shall not be required to authenticate the Customer or User if any request for the Services comes on WhatsApp to the HDBFS Registered Number, and in case of a Customer, if the number reflected in the requestor's Device is a Customer's Registered Number, the HDBFS shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other User, the HDBFS shall be entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the HDBFS Registered Number.

8. RISKS

The User hereby acknowledges that he is availing the Service(s) at his own risk and the User shall not hold the HDBFS responsible or liable for any of the risks. Apart from the risks mentioned above, these risks would include but not be limited to the following:

a) Misuse of Password:

The User acknowledges that if any third person obtains access to the User's Device or SIM card or the User's WhatsApp, such third party may be in a position to access User Information including Account related information of the User, which may be confidential in nature such as account balance, mini HDBFS statements, etc. of the User. The User shall at all times ensure that the Terms and Conditions applicable to the use of the password and security of WhatsApp and the Device of the User are strictly complied with at all times.

b) Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the User while availing the Services. While the HDBFS shall aim to provide security to prevent the same, it cannot guarantee any safeguard from such internet frauds, hacking, phishing and other actions which could affect any instruction(s) given to the HDBFS for availing the Services. The User has evolved/ evaluated all risks arising out of the same.

c) Mistakes and Errors:

For availing any Service(s), the HDBFS would require proper, accurate and complete details to be provided to the HDBFS. For instance, the User is aware that he would be required to fill in the requisite details of the account with regard to which he seeks to obtain the account balance. In the event of any inaccuracy in this regard, the User acknowledges that the User may be sent responses or shown information which may not be applicable to him or may not be sent a satisfactory response, and the User agrees that in such a scenario the HDBFS shall not be liable for any loss to the User in this regard. The User shall therefore take all care to ensure that there are no mistakes and errors and that the message sent/ request made/ query asked by the User to the HDBFS in this regard is error-free, accurate, proper and complete at all points of time. The User agrees that the HDBFS is providing the Services at the User's sole risk. The User agrees that the HDBFS 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 the HDBFS. The User shall be liable and responsible to HDBFS and accede to accept the HDBFS's instructions without questions for any unfair or unjust gain obtained by him in the course of availing of the Services.

d) Technology Risks:

The technology for enabling the Services offered by the HDBFS could be affected by ransomware, virus or other malicious, destructive or corrupting code, programme or macro or any other security threat. It may also be possible that the site of the HDBFS may require maintenance and during such time it may not be possible to process the request of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The User understands that the HDBFS disclaims all and any liability, whether direct or indirect, whether arising out of a loss of profit or otherwise arising out of any failure or inability by the HDBFS to honour any User instruction for whatsoever reason. The User unequivocally and unconditionally understands and accepts that the HDBFS shall not be responsible for any of the aforesaid risks. The User also accepts that the HDBFS shall disclaim all liability in respect of the said risks.

9. ACCURACY OF INFORMATION

The User agrees that he is responsible for the correctness of information supplied to the HDBFS in the course of availing the Services. The HDBFS accepts no liability for the consequences arising out of erroneous information

supplied by the User. The User agrees that if he notices any error in any information supplied to the User by the use of any of the Services, the User shall inform the HDBFS of the same, as soon as possible. The HDBFS will endeavour to correct the error promptly. The User agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized backup system maintained by the HDBFS and may not be continuously be updated in real-time. The HDBFS shall provide the information as may be last updated on the systems of the HDBFS. While the HDBFS will take all reasonable steps to ensure the accuracy of the statement, the HDBFS is not liable for any error and shall not hold the HDBFS responsible for any loss incurred or action taken by the User by relying on such information. The User further agrees that he shall hold the HDBFS harmless against any loss, damages, etc. that may be incurred or suffered by him if the information contained in the above said outputs turns out to be inaccurate/incorrect.

10. LIABILITY

The User agrees that he 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:

- a) Keeping a written or electronic record of the User's Device password;
- b) Disclosing or failing to take all reasonable steps to prevent disclosure of the User's WhatsApp and/or QR code and/or failing to advise the HDBFS of such disclosure within a reasonable time.
- c) Losing the SIM card on which the User's WhatsApp is registered;
- d) Transferring the SIM card on which the User's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device.
- e) Not advising the HDBFS in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his WhatsApp.

The HDBFS shall not be responsible or liable to the User or any third party for the consequences arising out of or in connection with using of this Service, including for any reasons aforesaid and the entire liability and responsibility due to any of the aforesaid shall completely be on the User above. The User agrees that the HDBFS shall in no circumstances be held liable to the User if the Services or if the User is unable to register for the Services in the desired manner/ in the manner provided for herein for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the HDBFS. The HDBFS shall under no circumstance be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. Further, the HDBFS shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of Services/facility/s due to technical fault/error or any failure in the telecommunication network or any error in any software or hardware systems.

The User further agrees that the WhatsApp application is owned and controlled by an independent third party which is unaffiliated with the HDBFS. The HDBFS is not responsible for the privacy or security policies of WhatsApp and any other entity that may be linked to/ from/ within it and does not assume liability for any damage incurred by the User from the use of the said application. The User fully understands that the HDBFS is not endorsing the products or services of WhatsApp or any advertisement etc. appearing thereon.

11. USER INFORMATION -

The User understands and agrees that while the HDBFS has deployed processes and technology to prevent unauthorized use or accidental disclosure of the User Information or any other data pertaining to the User on WhatsApp, the User understands and accepts that by using the Services, the User Information and any other data of the User 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 HDBFS and the HDBFS cannot guarantee the security of the User Information or any other data which is stored on therein. The User unconditionally and irrevocably agrees and accepts that the HDBFS is not responsible for any compromise in such User Information/ data outside the control of the HDBFS and acknowledges that the User is providing the User Information at his own free will and risk. The User hereby expressly consents to and authorises the HDBFS (whether acting by itself or through any of its service providers, and whether in an automated manner or otherwise), to do and undertake any of the following, in relation to the User Information whether about me/us or not as may be deemed relevant by the HDBFS for its purposes:

- i) to collect the User Information from me and other physical or online sources including WhatsApp accessing the same from credit information companies, to get the authenticity, correctness, adequacy, etc. of the User Information verified from any sources and persons including from online databases; and to act for and on my/our behalf for such accessing, collecting or verifying of the User Information including using my/our login and password credentials on the online platforms; such collection, access and verification may be done without any notice to me/us;
- ii) process User Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the HDBFS;
- iii) to store the User Information for such period as may be required for the contract, by law or for HDBFS's evidential and claims purposes, whichever is longer;
- iv) to share and disclose the User Information to service providers, consultants, credit information companies, other HDBFSs and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the HDBFS or as per the consent;
- v) any of the aforesaid may be exercised by the HDBFS for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into a contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent. The User acknowledges the HDBFS has engaged/ may engage a service provider from time to time, for various aspects related to Services, storage, software/ hardware requirements, processing of requests, engines, responses, etc. The User has no objection to the same. The User hereby confirms that all the authorisations and rights in any of (i) to (v) above also extend to and are given above to the service providers of the HDBFS, including for all the sharing and disclosures amongst the HDBFS and its service providers. The User hereby expressly agrees to the HDBFS and/or its affiliates for using the User Information and for cross-selling to him their various products and services from time to time.

12. PRIVACY POLICY

The User has read, understood and accepted the Privacy Policy of the HDBFS which can be found at www.hdbfs.com ("Privacy Policy") - All the changes thereto from time to time by the HDBFS shall be binding on the User and the User shall update itself periodically for the privacy policies in force than from time to time by using the HDBFS's website for this purpose.

13. INDEMNITY

The User undertakes to indemnify and keep the HDBFS and its officers/employees fully indemnified and harmless from and against all the consequences of a breach of any of the terms, conditions, statements, undertakings representations and warranties of these Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time, including any actions, notices, suits, claims, proceedings, damages, liabilities, losses, expenses, costs or taxes faced, suffered or incurred by the HDBFS including from any third parties.

14. WITHDRAWAL OF SERVICES

The HDBFS shall be entitled to withdraw/ discontinue/ suspend/ disallow the use of any of the Services at any time, at its sole and absolute discretion without need for any permission from or notice to the User.

15. BINDING NATURE OF TERMS AND CONDITIONS

The User agrees that by using the Service, the One Way Communication and/or Two Way Communication, sending any communication/ message to the HDBFS Registered Number on WhatsApp, completing the registration process as provided for hereunder, accepting these Terms and Conditions and/or accepting the Privacy Policy, the User shall be deemed to have read, understood and irrevocably and unconditionally accepted and agreed to all these Terms and Conditions and such Terms and Conditions shall be binding on the User in the same manner as if the User has agreed to the same in writing.

16. PROPRIETARY RIGHTS

The User acknowledges that the software/ other internet related software which is required for providing the Services or any Intellectual Property Rights of the HDBFS in the process is the legal property of the HDBFS/ respective vendors. The permission given by the HDBFS to avail of the Services to the User will/ does not create or convey any rights, title or interest to the User or any person, in the above software or Intellectual Property Rights of the HDBFS. The User agrees that he shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

17. DE-REGISTRATION OF SERVICES -

The User may request for de-registration/ unsubscribe of the Services any time by following the process as may be prescribed by the HDBFS from time to time. However, for this to come into effect, it may take such time as may be required by the HDBFS. The User agrees that he will remain responsible for any requests made/ messages sent to the HDBFS using the Services prior to the time such cancellation of the Services is affected by the HDBFS. The HDBFS will be at liberty to discontinue/ suspend/ terminate the User's use of the Services at any time without assigning any reason whatsoever. The HDBFS may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.

18. NOTICES -

The HDBFS and the User may give notices under these Terms and Conditions:

- a) Electronically to the email id, mobile number of the User registered with the HDBFS and/or through WhatsApp. Such notices will be regarded as being in writing.
- b) In writing by delivering them by hand or by sending them by post to the last address given by the User.
- c) In the case of notices to the HDBFS to the following address: HDB Financial Services Ltd.
Customer Service Cell, 4th floor Loyal Towers, 68/1, Greams Road, M N Office Complex, Chennai 600006

- In addition, the HDBFS may also publish notices of general nature, which are applicable to all Users using the Services on its web site. Such notices will have the same effect as a notice served individually to the User.

19. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions and/or the use of the Services provided through WhatsApp shall be governed by the laws of the Republic of India and no other nation. The User agrees to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. The HDBFSs accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Service may be accessed through the internet by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the use of the Services.

20. GENERAL

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not be entitled to assign this agreement to any other person. The HDBFS may subcontract and employ agents to carry out any of the Services or for any incidental purposes. The HDBFS may assign, transfer, any of its rights and/or obligations or any part thereof to any persons at its discretion without any requirement for notice to or permission from the User.

21. ACCEPTANCE AND SIGNING

The User hereby expressly acknowledges and confirms that the User 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 HDBFS Registered 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 and that the User is (i) an individual; (ii) a major; (iii) of sound mind, solvent and competent to contract; (iv) a resident of India; and (v) is present within the territory of India at the time of utilization of the Services.

The HDBFS may print paper copies of the electronic record or produce in any such form at its discretion this document and the User's signing as aforesaid, and the same shall be fully binding on the User and the User has no objection to such print-outs or any such other form (in the discretion of HDBFS) being produced by the HDBFS in evidence in any court, tribunal or otherwise, to prove the acceptance, execution as well as the contents of the contract.