

## TERMS AND CONDITIONS

### COMMERCIAL BANK OF CEYLON PLC (“BANK”) SERVICES ON WHATSAPP

These terms and conditions (“**WhatsApp Terms and Conditions**” as amended from time to time) are applicable to the Customers (defined hereinafter) that avail the Services (defined hereinafter) provided thereon by Commercial Bank of Ceylon PLC (“**Bank**”) on the WhatsApp messaging platform and who are eligible for certain select banking services.

The WhatsApp Terms and Conditions shall be in addition to any other terms and conditions as stipulated by the Bank from time to time on its website ([www.combank.lk](http://www.combank.lk)) whether pertaining to the account or in relation to other products, services, facilities or offers provided by the Bank.

Any services that may be offered to the customer through the WhatsApp messaging platform (“**WhatsApp**”) is at the discretion of the Bank and/or based on the eligibility criteria of a customer and such services are subject to certain terms and conditions. In case of conflict between any of these WhatsApp Terms and Conditions and the terms and conditions for other services provided on the WhatsApp channel, specific terms and conditions of such services shall prevail.

Further, in case of inconsistency between the WhatsApp Terms and Conditions and any specific terms and conditions pertaining to 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.

#### 1. DEFINITIONS

“**Account**” refers to the any account maintained by the Customer with the Bank including but not limited to savings and/or current account and/or fixed deposit.

“**Account Related Services**” shall mean the Services which pertain to information in relation to the Account of the Bank’s Customer including but not limited to balance inquiry, account history and cheque book request which are enabled by the Bank, from time to time, at its sole discretion.

“**WhatsApp registered mobile number of the bank**” is the authorized number of the Bank, registered with WhatsApp for the purposes of providing Services herein.

“**Customer**” shall mean any person holding an Account or any prospective customer with the Bank and interacting with the Bank on WhatsApp using the WhatsApp registered mobile number of the bank / using the Services provided by the Bank through WhatsApp.

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

“**Registered mobile number of the customer**” is the mobile number which the Customer has registered with the Bank.

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

**"One Way Communication"** shall mean the service provided by the Bank to the Customer on WhatsApp where the Bank sends its Customer one-way messages through its WhatsApp registered mobile number of the bank in the nature of information, alerts, updates, marketing contents in relation to the Customer's profile and such other communications as the Bank may enable from time to time, at its discretion.

**"Privacy Policy"** shall have the meaning as ascribed on the Website;

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

**"Two Way Communication"** shall mean the service provided by the Bank to the Customers on WhatsApp where the Customer can communicate with the Bank by sending it messages in the form of making requests, seeking information, asking queries etc. on the WhatsApp registered mobile number of the bank 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.

**"WhatsApp"** is the application provided by WhatsApp Inc. 1601 Willow Road, Menlo Park, California 94025, United States of America.

## **2. INTERPRETATION**

- (i) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- (ii) Words importing any gender include the other gender. 'We/us' refers to Bank/Bank and 'You/yours' refer to the customer using the WhatsApp facility.
- (iii) 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.
- (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 and Conditions.
- (v) Reference to any law or legislation, regulation, rule shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.

### **3. PURPOSE**

This WhatsApp messaging platform serves as supplementary medium through which the Bank can communicate with the customer and provide Services and further enable certain services as the Bank may decide in its sole discretion.

### **4. ELIGIBILITY FOR USING THE SERVICES**

The Customer hereby agrees and undertakes that he/she shall use the Services only if he/she fulfills the eligibility as given below:

- (i) The Customer is an individual;
- (ii) The Customer is of sound mind, solvent and competent to contract;
- (iii) The Customer is a resident of Sri Lanka and is present in the territory of Sri Lanka at the time of utilization of the Services;
- (iv) The Customer is a non-resident of Sri Lanka or is residing outside Sri Lanka;
- (v) The Customer is an account holder of Commercial Bank of Ceylon PLC or a non account holder;

### **5. APPLICABILITY OF WHATSAPP TERMS AND CONDITIONS**

These WhatsApp Terms and Conditions form a contract between the Customer and Bank. The Customer shall apply to Bank in the prescribed manner for availing of the Services.

By applying and opting in for the Services, the Customer acknowledges that he/she has read, understood and accepted these WhatsApp Terms and Conditions and other specific terms and conditions as pertaining to the Account and any other products/offers/facilities and services availed by the Customer whether or not through WhatsApp.

The Customer further understands that these Terms and Conditions and other specific Terms and Conditions may be updated from time to time at the discretion of the Bank and it is the Customer's sole responsibility to be updated of same and further accepts and agrees to be bound by such Terms and Conditions.

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions and other terms on the Bank website ([www.combank.lk](http://www.combank.lk)), hereinafter referred to as "**Website**").

The Customer 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 Bank or the Customer, will be governed by and subject to these WhatsApp Terms and Conditions. Further, the Customer hereby agrees that the Customer grants express authority to the Bank for carrying out the Services requested by the Customer on WhatsApp on its WhatsApp registered mobile number of the bank. Provided however that the Bank will verify the Customer using two factor authentication (2FA) to authenticate the Customer, 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, the Bank shall be entitled to presume that it is the Customer himself/herself which is interacting through WhatsApp and in case of any other Customer the Bank shall be entitled to presume

that the number reflected in the WhatsApp profile is the Customer's number and it is the Customer himself/herself and not any other person who is interacting with the Bank Registered Number. The Bank's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

## **6. SERVICES**

The Customer 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. The Bank may also inform/update the availability/non-availability of any particular Service, at its sole discretion. The Customer hereby agrees that the Bank may at any time, without notice to the Customer, modify, discontinue or make additions/deletions to the Services offered to the Customer. The Customer agrees that he shall not hold the Bank responsible for not responding to the queries of/ information sought by the Customer or not providing a response to the satisfaction of the Customer or not processing any request of the Customer, in case such a message is sent by the Customer, in case the Bank does not receive an instruction to this effect in its systems or the message sent by the Customer 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 liability in case of any fraud or impersonation incidents through the WhatsApp messaging platform. Further, in case the Bank permits any Service in the nature of a transaction, the Customer 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.

## **7. REGISTRATION AND VERIFICATION**

For availing the One Way Communication and Two Way Communication service, the Customer agrees and confirms to have accepted (a) the WhatsApp Terms and Conditions applicable to the Customer for availing the Services mentioned herein; (b) the [Privacy Policy](#) of the Bank applicable to the Customer for availing the Services mentioned herein; (c) any other Account/product/service/offer related specific terms and conditions as applicable; (d) Customer's full/ partial identification information is required for the registration process and (e) all terms and conditions prescribed by WhatsApp for using its platform.

Provided that, the Bank may modify the process for authentication, registration and/or verification of the Customer, for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion.

## **8. UNSUBSCRIBE**

You may request for de-registration/un-subscription of the Services at any point of time by following the process as may be prescribed by the Bank from time to time. Currently the Bank provides the following channel for un-subscription:

- i. **Through Contact Centre:** Contact the Bank's Contact Centre and through a Customer Service representative, request to deactivate the registration.

However, the Customer agrees that for this to come into effect, it may take such time as may be required by the Bank. The Customer 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 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 sent any further notification/message through WhatsApp, unless legally permissible otherwise.

## 9. IMPORTANT

- i. The Customer 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 application through forms as prescribed by Bank, and/or infinity, Bank 24Hour Contact Centre number.
- ii. Bank in its sole discretion shall decide the devices, software platforms, versions, networks, methods, and data services that will be supported by the WhatsApp messaging platform for providing these Services. Any attempts to modify unsupported versions for use in the WhatsApp messaging platform will be treated as unauthorized use and violation ("**Unauthorized Use**") of these WhatsApp Terms and Conditions. The Services through the WhatsApp messaging platform shall be suspended with immediate effect if there is Unauthorized Use by the Customer.
- iii. The Customer agrees that the Customer shall be responsible for upgrading any software, hardware and the operating system at his/her own cost from time to time so as to be compatible to continue to avail the Services offered by the Bank. The 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 the Customer and that the same shall be the Customer's sole responsibility. Some Services may not work on an outdated platform and hence it is Customer's sole responsibility to ensure timely update of the WhatsApp messaging platform.
- iv. By subscribing to Services on WhatsApp messaging platform, the Customer agrees to get notifications via WhatsApp including account information, transaction details, and other services/communications. Customer also agrees to receive notifications including offers, new product features, any other important notification sent by Bank time to time etc. on the registered mobile number of the customer via WhatsApp.
- v. The Customer irrevocably and unconditionally authorizes the Bank to access all his/her account/s for effecting banking or other transactions for the Service requests received through the WhatsApp messaging platform and to share the account information with any third parties for the purpose of accepting/ executing such Service requests of the Customers.
- vi. The Customer agrees that any Account related Services including in relation to any individual accounts related information/Service etc. (at the discretion of the Bank) shall be provided to

- the Customers through WhatsApp messaging platform only to a WhatsApp account associated with the Registered mobile number of the customer.
- vii. The Customer is aware that it may not be possible for the Bank to give detailed information on the Service/functionalities. The 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 or with respect to the limited information provided by the Bank on WhatsApp. In case the Customer requires further information, Customer can reach out to Bank either in the nearest branch, on Bank's Contact Centre number or through any other channels provided by the Bank.
  - viii. The responses sent by the Bank on WhatsApp messaging 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 the Customer may not find satisfactory or for any inaccuracies arising there from, the Bank shall not be held responsible. The Customer may call Contact Centre number or email at [info@combank.net](mailto:info@combank.net) or visit [www.combank.lk](http://www.combank.lk) in case of any clarifications.
  - ix. The Customer agrees that Bank and / or its affiliates may hold and process the Customers personal information concerning the account/s on computer or otherwise in connection with the WhatsApp facility as well as for analysis, credit scoring and marketing. You agree and consent that we may collect, store, use and/or disclose your personal data for the Services as detailed on our Website. The Customer also agrees 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. The Customer using the WhatsApp facility authorizes 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 Bank's products and to provide services to the Customer.
  - x. All records of Bank generated by the transactions arising out of use of the Services through the WhatsApp messaging platform, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
  - xi. Where Bank considers the instructions to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by Customer to the Bank through other channels provided by the Bank it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. Bank shall have the right to suspend the Services if Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the customer.

- xii. The Customer 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.
- xiii. On the Customer opting in for the Services through the WhatsApp messaging platform, the Bank has the discretion to stop sending these alerts on SMS or any other channel.
- xiv. The Customer is responsible for keeping security safeguard of his/her WhatsApp account linked to the mobile number.
- xv. The Customer understands 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 may involve delay in transmission. Bank shall not be responsible or liable to the customer or any third party for the consequences arising out of or in connection with using of this Service.
- xvi. The Customer understands that mobile phones are vulnerable to the threats such as but not limited to -
  - a) Access by intruders to the data /information
  - b) Identity theft
  - c) Privacy violations
  - d) Planting of stealth software and viruses
  - e) Disablement or distortion of operations
  - f) Interception of the transmission of encrypted data/message etc.

The Customer shall immediately notify Bank in writing if Customer discovers/ suspects unauthorized access.

The Bank shall not be responsible or liable to the Customer or any third party for the consequences arising out of or in connection with using of this Service. The Customer should immediately opt-out of the Services as per the unsubscribe process as detailed in section 8 above.

- xvii. The Customer is aware that using mobile applications involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. Bank do not make any representation or warranty that the WhatsApp facility/service will be available at all times without any interruption and further that Bank shall not be responsible for any variation, reduction or imposition of the terms or the customers inability to use the mobile application.
- xviii. The Customer is aware that authenticated technologies and strict security measures are required for using mobile applications. Customer undertakes to ensure that the device password is not revealed or device with the registered SIM not compromised to any third party including Bank officials or any unauthorized person. Customer shall be solely responsible for all the communication exchanged between customer and Bank through the platform at all times.
- xix. Under no circumstances shall 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 Bank program running at the back-end.

- xx. The Customer agrees that the Customer shall not have any claim against Bank on account of any suspension, interruption, non-availability or malfunctioning of the WhatsApp service due to any link/mobile/system failure at Bank's end for any reason thereof.
- xxi. Customer shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of this WhatsApp service.
- xxii. The Customer shall ensure appropriate data network connection. Receipt of messages by Customer shall be subject to the data network connection and Bank shall not be held responsible for any delay or non-receipt of the responses at WhatsApp channel.
- xxiii. The Customer shall not submit or transmit any content through this WhatsApp channel that is:
  - a) Obscene, Vulgar, or Pornographic, immoral, illegal, illicit, unethical etc.
  - b) Encourages the commission of a crime or violation of any law.
  - c) Violates any law in Sri Lanka and/or the jurisdiction in which customer resides.
  - d) Infringes the intellectual or copyrights of the Bank or a third party.
  - e) Constitute confidential information and/or personal or sensitive information/data belonging to the Customer or any third person.
- xxiv. Bank reserves the right to remove or otherwise delete any content or submissions made by the Customer that violates the rules or which are inappropriate, as per Bank's sole discretion, without any liability or giving warning to the Customer.
- xxv. All instructions for availing the services under the WhatsApp facility shall be provided through the registered mobile number of the customer in the manner indicated by Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to Bank and the same shall be considered to be sufficient for availing of the services under the WhatsApp facility. The alerts would be sent on the mobile phone number, last registered with Bank.
- xxvi. The Customer agrees that if he/she notices any error in any information supplied to the Customer by the use of any of the Services, the Customer shall inform the Bank of the same, as soon as possible. The Bank will endeavor to correct the error promptly. The Customer agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized system maintained by the Bank and may not be continuously maintained or be updated in real-time. The Bank shall provide the information as may be last updated on the systems of the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error and shall not hold the Bank responsible for any loss incurred or action taken by the Customer by relying on such information.
- xxvii. The Customer agrees that the responses received by the Customer from Bank 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/inaccurate answers or any answers that the Customers may not find satisfactory, the Bank shall not be held responsible.
- xxviii. It is recommended for Customers who have subscribed to this WhatsApp service to delete WhatsApp chat history frequently and WhatsApp application when changing their device so as to ensure there is no misuse of the same.



- xxix. That all the Services provided to the Customer are subject to applicable law and the rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by the Central Bank of Sri Lanka and/or any regulatory/ statutory/ governmental authority.
- xxx. The Bank has the right to retract the Customer's right to utilize the Service anytime it deems fit without any notice to the Customer.
- xxxi. Customer hereby acknowledges that he/she is availing the Service(s) at his/her own risk and the Customer shall not hold the Bank responsible or liable for any of the risks including but not limited to the following:
- a) Password misuse- The Customer acknowledges that if any third person obtains access to the Customer's device or SIM card or the Customer's WhatsApp, such third party may be in a position to access Customer information including Account related information of the Customer, which may be confidential in nature such as Account Balance, Account History etc. of the Customer.
  - b) Mistake/Error- the Customer acknowledges that the Customer may be sent responses or shown information which may not be applicable to him/her or may not be sent a satisfactory response, and the Customer agrees that in such a scenario the Bank shall not be liable for any loss to the Customer in this regard. The Customer 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 Customer to the Bank in this regard is error free, accurate, proper and complete at all points of time. The Customer agrees that the Bank is providing the Services at the Customer's sole risk. The Customer agrees that the 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 the Bank. The Customer shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him/her in the course of availing of the Services.
  - c) It may also be possible that the site of the 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 the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The Customer understands that the 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 the Bank to honor any Customer instruction for whatsoever reason. The Customer unequivocally and unconditionally understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer also accepts that the Bank shall disclaim all liability in respect of the said risks.
- xxxii. The Customer agrees that the WhatsApp registered mobile number of the bank on the WhatsApp messaging platform cannot be used for grievance redressal or reporting fraud as of now, Bank will have no liability on reporting of such incidents received through WhatsApp. The Customer may call Contact Centre number or email at [info@combank.net](mailto:info@combank.net) or visit [www.combank.lk](http://www.combank.lk) in case of any clarifications.
- xxxiii. These WhatsApp Terms and Conditions may be withdrawn, superseded or modified at any time whatsoever, by the Bank without any prior notice.

## **10. THIRD PARTY**

WhatsApp is owned by a third-party unaffiliated with Bank. The Customer 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 these sites or other third-party sites that may be linked to within the Bank's social media channels. The Customer should always review the privacy and security practices and policies of each third-party site you 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.

The Customer further understands and agrees that WhatsApp or any other service provider through which we are providing the WhatsApp facility 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.

Hence, we strongly recommend that you shall:

- i. Never share sensitive details such as user credentials, full account number and card number etc., via WhatsApp messages/ through the WhatsApp facility.
- ii. Acknowledge that we will not send messages of our own accord this way and will only respond to the messages sent to us except for any important communication and awareness messages.
- iii. Not contact us through the WhatsApp channel for any account details, complaints, grievances or similar important matters.

## **11. DISCLAIMER OF LIABILITY**

Bank shall not be responsible for any failure on the part of the Customer to utilize the WhatsApp facility due to the Customer 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 the Customer availing such roaming facility from the respective cellular service provider. If the customer 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 his/her mobile phone handset is lost, he/she shall immediately inform Bank of the same.

The Customer agrees that Bank shall not be liable if:

- i. the Customer has breached any of the terms and conditions, contained herein or
- ii. the Customer has contributed to or the loss is a result of failure on part of the Customer to advise 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 part of the Customer to advise Bank of a change in or termination of the Customer's 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 the Customer such as but not limited to SIM card cloning, virus in handset etc.

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

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

The Customer accepts that each WhatsApp communication may contain certain account information relating to the Customer. The Customer authorizes Bank to send account related information, though not specifically requested, if Bank deems that the same is relevant.

Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the WhatsApp facility. The Customer agrees that the access to the WhatsApp facility shall be only through the registered mobile number of the customer and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer.

Under no circumstance, Bank shall be held liable if the WhatsApp facility is not available for reasons including but not limited to natural calamities, epidemic/pandemic, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Bank. 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 the Customer or by any other person. Illegal or improper use of the WhatsApp facility shall render the customer liable for payment of financial charges as decided by Bank or will result in suspension of the WhatsApp facility for the Customer.

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 Bank in that behalf or otherwise) to the Customer, which may affect the WhatsApp facility.

Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the WhatsApp facility. 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 the Customer or by any person resulting from or in connection with the WhatsApp facility.

Without limitation to the other provisions of these WhatsApp Terms and Conditions, 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 the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of 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 of the Customer and the network of any cellular service provider and Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, 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.

Notwithstanding anything in the contrary provided in this terms and conditions, Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular service provider or any third party service provider or WhatsApp (whether appointed by Bank for such purpose or otherwise) while availing these Services through the WhatsApp messaging platform.

The Customer 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 the Customer, the Customer shall be liable for damages to Bank or for any losses suffered by the Bank.

The Customer is solely responsible for protecting his/her OTP/ mobile phone number and any other password and/or any other mode of verification as prescribed/ issued by Bank for the use of the WhatsApp facility from time to time without any liability of Bank in this regard. The Customer hereby agrees and accepts 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 the 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.

The Customer agrees that the Bank assumes no liability whatsoever in case of any event of such compromise of the Customer's WhatsApp and the Bank shall not be held responsible for any such event. Further, the Customer agrees and understands that WhatsApp can also be logged on from more than one device at the same time, including by using web log in and the Customer is aware of the risk in this regard while availing the Services such as compromise of Customer Information, breach of security of the Customer's WhatsApp account from a device other than the Customers and the Customer undertakes to be vigilant and careful and takes full responsibility for the security of his/her WhatsApp account. The 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.

Bank will not be liable for:

- i. Any unauthorized use of the customer's OTP or mobile phone number or for any fraudulent, duplicate or erroneous instructions given on the WhatsApp channel;
- ii. Acting in good faith on any instructions received by Bank from or on behalf of the Customer in relation to the WhatsApp facility;
- iii. Error, default, delay or inability of Bank to act on all or any of the instructions given by the Customer due to any reason;

- iv. Loss of any information/instructions in transmission;
- v. Unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

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 Customers.

Bank may provide any other services as a part of the WhatsApp facility and Bank shall not be liable for the oversight on part of the Customer to update himself /herself with the addition of services which have been included in the WhatsApp facility.

## **12. INDEMNITY**

In consideration of Bank providing the WhatsApp facility, the Customer, at his/her own expense, agrees to indemnify, defend and hold harmless, 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 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 Customer or otherwise for use of the WhatsApp facility.

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

- i. The Customer permitting any third parties to use the WhatsApp facility.
- ii. The Customer permitting any other person to have access to his/her 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. The Customer having breached the WhatsApp Terms and Conditions.

## **13. TERMINATION**

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 the Customer. 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.

Bank may suspend or terminate WhatsApp facility without prior notice if the Customer has breached these WhatsApp Terms and Conditions or Bank learns of the death, bankruptcy.

## **14. PROPRIETARY RIGHTS**

The Customer 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 to any person, in the above software or Intellectual Property Rights of the Bank. The Customer 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.

## **15. DISCLOSURE**

The Customer 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, with:

- a) WhatsApp, employees or agents of the Bank, group entities, subsidiaries, branches in any jurisdiction;
- b) Auditors, any agencies/credit bureaus, any court or tribunal or any statutory, regulatory, judicial, governmental or administrative authority, or having jurisdiction over the Bank or its group entities/subsidiaries/branches;
- c) 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 facilities;

For the purpose: -

- i. of compliance with applicable laws or any order (judicial or otherwise), statutory or regulatory requirement to which the Bank, it's subsidiaries or any it's branches are subject to; or
- ii. of facilitating banking transactions through the WhatsApp messaging platform or otherwise); or
- iii. for authentication or verification purposes, or
- iv. research or analytical purposes, credit reporting, credit scoring, risk management, anti-money laundering checks, participation in any telecommunication; or
- v. to design financial services and to offer an enhanced, personalized online experience on the Website and third party websites or otherwise.
- vi. for enabling registration/verification/offering of any products or any investments to be made by the Customer with Bank's group companies/other companies.

## **16. GOVERNING LAW**

These WhatsApp terms and conditions shall be governed by laws of Sri Lanka. 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 Sri Lanka.

Bank accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of Sri Lanka. The mere fact that the WhatsApp facility can be accessed by a Customer in a country other than Sri Lanka 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 WhatsApp facility.

**DISCLAIMER:**

- 1. 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 messaging platform or other service provider(s) and may share/disclose the same with third parties.**
- 3. Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular service provider or any third party service provider or WhatsApp (whether appointed by Bank for such purpose or otherwise) while availing these Services through the WhatsApp messaging platform and the Customer agrees to directly take up any claim/dispute with respect to the usage of WhatsApp messaging platform directly with WhatsApp.**