



## **Terms & Conditions of Digital Banking Services:**

### **1. Definitions**

1.1 "**Bank**" means BASIC Bank Limited

1.2 "**Device**" means computer terminals, personal computers, laptops, computer tablets, mobile phones, smart phones, virtual assistants, smart home devices, wearable devices, and any other devices that may be connected to the internet which enable provision of the Services by the Bank to the Subscriber;

1.3 "**Digital Banking Services**" or "**Service**" means all internet and mobile banking services, and/or any other digital or electronic Banking Services provided by the Bank whereby the Subscriber can view and operate any CASA Account (Single Operated Only), loans, cards, investments and insurance or any other banking products provided by the Bank through computer terminals and Devices;

1.4 "**Subscriber**" means a person who has enrolled for Digital Banking Service

1.5 "**OTP**" means a one time password required for first time registration as well as availing services for each interaction through WhatsApp.

2. **Services:** The Subscriber may utilize WhatsApp for the following activities and any other services that may be determined/ introduced by the Bank from time to time:

- A. CASA Account Balance
- B. CASA Account Last 5 Transactions
- C. Debit Card Status
- D. Credit Card Status
- E. Credit Card Limit
- F. Credit Card Minimum Payment
- G. Credit Card Billed Outstanding
- H. Credit Card last 5 Transactions

3. **Service Utilization:** The applicant hereby acknowledges, accepts and agrees as follows:

3.1 To comply with service manual provided by the Bank in the form of any communication on the Bank's website or any other form as the Bank deems appropriate, and that will be considered as the integral part of the terms and conditions;

3.2 Any activity performed by registered subscriber or with OTP belonging to the subscriber according to the procedure and conditions for utilization as prescribed by the Bank shall be considered an activity performed by the subscriber and shall be binding on the subscriber without the applicant having to sign any documents;

3.3 To keep subscription/OTP confidential and not to disclose them to any person. The Bank assumes no liability for any fraudulent transaction/ activity performed with OTP belonging to the Subscriber;

3.4 That in the event any other person gains knowledge of the subscription / OTP, the applicant shall immediately give notice of cancellation to the Bank and request a new password in accordance with the procedures prescribed by the Bank;

3.5 That the applicant may view information through WhatsApp 24/7, for certain activities including, but not limited to payment updates, etc. which can be performed during working days set by the Bank;

3.6 The subscriber acknowledges that each service provided by the Bank via this Service is governed by the provisions, terms and conditions relating to such service which can be viewed by the subscriber at any time at the subscription and the subscriber agrees to be bound by the said provisions, terms and conditions in all respects;

3.7 That the Bank may not be able to provide this Service temporarily in cases where the computer system, equipment, communication system or network relating to WhatsApp are damaged, or under repair or maintenance, or where the services are unavailable due to a forced majeure event; The Bank may notify the subscribers in case of such temporary failure to provide Services, however it shall be under no obligation to do the same.

3.8 That the Bank may not be accountable for any misuse of such account information using WhatsApp whether Subscriber fails to safeguard his/her own device, mobile number & other credentials.

3.9 That the Bank reserves the right to change any terms and conditions as well as the service fees at its own discretion. Any such change shall be announced by the Bank at the office/branch or website of the Bank. In case of change of the service fees, the Bank shall announce or inform the subscriber as per the procedure. The Bank also reserves the right to share information to any third Party due to any legal or regulatory requirement and also for its back office/ operational purpose at its discretion as and when needed.

3.10 That if the subscriber finds an error in this Service or has any question about the account activities, the subscriber shall provide the Bank with details thereof for Bank's investigation. The Bank shall inform the subscriber of the result of such investigation within the SLA from the date the Bank receives notice of such error or question.

3.11 In utilizing Services via WhatsApp application installed on the subscribers' mobile phone or any other communication device, the subscriber agrees to the Bank's verification of any relevant information; the subscriber acknowledges that the subscriber may be at risk in utilizing the Service if the operating system of the subscriber' mobile phone or any other communication device is not working correctly or the device is below standard.

4. **Bank's Responsibility:** The Bank will be responsible for any loss or damage arising from the Bank's willful misconduct and gross negligence, to the extent that such loss or damage is ordinarily incurred and shall not be liable for any loss or damage that occurs under special circumstances. However, the subscriber agrees that the Bank shall not be responsible for any loss or damage resulting from the following cases/events:

4.1 The use of Subscription or OTP or the use of mobile according to the procedure prescribed by the Bank regardless of whoever has performed such act;

4.2 Force majeure event or events that are not under the Bank's control including failure of equipment or communication systems, inoperative connection signals, computer virus, unlawful acts or in the case where the Bank suspends this service for the purpose of system upgrade or maintenance, which prevent the subscriber from using the service;

4.3 Delay or error caused by, or deficiency of, computers or equipment of the subscriber, internet service provider or any other communication network, the Bank shall be responsible for such delay, error, or deficiency provided that those are being caused by the Bank's willful misconduct or gross negligence

4.4 Delay caused by the process of the Service;

4.5 Non-compliance by the subscriber of these terms and conditions or any provisions, terms and conditions of any service utilized by the Subscriber/ applicant via this Service.

5. **Fees:** The subscriber agrees to pay the annual fees, service fees, and other expenses relating to the use of this Service and other services utilized by the subscriber via WhatsApp at the rates announced by the Bank. The Subscriber/ applicant agree that the Bank may deduct any amount from the primary deposit account or any account of the subscriber for the payment for the said fees and expenses.

6. **Disclosure of Information:** The Subscriber expressly acknowledges and agrees that the Bank may make inquiry about, keep, collect, use, disclose, or give, certain or all information relating to the Subscriber as the Bank deems necessary and appropriate for its smooth running of

business and operational activities or deems beneficial to the Subscriber for the purpose of receiving proposals on other services.

**7. Termination of Service:**

7.1 The Bank may terminate this Service at any time without having to notify the Subscriber in the case where;

7.1.1 The Subscriber has not accessed this Service for a period of more than one (1) year from the date of completion of the application process or from the date of the last access to this service by the Subscriber; or

7.1.2 For any reason, the Bank is unable to deduct any amount from the Subscriber's/ applicants' deposit account to pay for the annual fee or Service fees.