

TERMS AND CONDITIONS HDFC WhatsApp Services

- I. The Terms and Conditions stated hereunder are applicable to the Customer (i.e., existing customers as well as prospective customers as may be applicable) of Housing Development Finance Corporation Ltd. (“**HDFC**”) who is a Resident Indian and has voluntarily consented to be contacted by HDFC on the WhatsApp platform which is a mobile application provided by Facebook Inc. The Customer has consented to receive certain categories of information as mentioned hereunder from HDFC on his mobile number (hereinafter referred to as “**Preferred Number**”) connect to his WhatsApp account.
 - II. The Customer hereby agrees that, the Customer shall connect with HDFC only through the WhatsApp account associated with the Customer’s Preferred Number and on the authorized number of HDFC which has been duly registered with WhatsApp (hereinafter referred to as “**HDFC’s Registered Number**”) under the profile name “**HDFC Home Loan**” .
 - III. The Customer understands that the messages which may be exchanged between the Customer and HDFC on the WhatsApp platform shall pertain to the following identified categories:
 - a. Loan Account details (i.e., Loan amount, current rate of interest, balance tenure of the loan and current dues);
 - b. Provisional income tax certificates;
 - c. Final certificate of interest for the last two years;
 - d. Account statement for current year;
 - e. Account statement for last two years.
 - f. all products being offered by HDFC
 - g. Any important communication and/ or awareness messages
 - h. Any information about and / or offers from our group companies
- Notwithstanding as stated above the Customer (s) agrees and accepts that the above list of identified categories is non-exhaustive and subject to change from time to time.
- IV. Customer acknowledges and understands that the messages (including the responses to the queries which may be raised by the Customer from time to time on the WhatsApp platform) being sent across by HDFC on the WhatsApp platform are predefined automated messages generated by a program running at back-end by a Third Party i.e., WhatsApp Business Solution Provider. Therefore, the Customer agrees that in case any query is raised by the Customer on the WhatsApp platform which is beyond the above stated categories, the Customer shall be provided with the relevant links and/ or contact details on the WhatsApp platform through which the Customer shall automatically be redirected to the relevant platform wherein the queries may addressed accordingly.

- V. Additionally, the Customer agrees that the WhatsApp platform is not a medium to raise any grievances/complaints with respect to the products and/ or services of HDFC, and therefore this platform is required to be used by the Customer only for limited purpose as stated above. In case the Customer wishes to raise any complaints pertaining to HDFC, the Customer may do so at the Grievance Redressal Mechanism platform available at <https://www.hdfc.com/grievance-redressal>.
- VI. The Customer understands that WhatsApp is owned by a third-party and the WhatsApp Business Solution Provider is also a third party completely unaffiliated and unconnected with HDFC and therefore, HDFC does not warrant the quality of the responses which may be sent through WhatsApp. Further, the Customer understands and accepts that the decision to use WhatsApp as a medium for HDFC to connect with the Customer has been taken voluntarily by the Customer. Therefore, should any such direct, indirect, punitive, incidental, special, or consequential damages ensue from usage of services being made available on the WhatsApp platform to the Customer, the Customer shall have no claim against HDFC, or its directors, employees and/ or affiliated companies.
- VII. That the Customer shall not submit or transmit any content through the WhatsApp platform that is:
- a. Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
 - b. instigates the commission of a crime or violation of any law;
 - c. Violates any state or federal law in India and/or the jurisdiction in which you reside;
 - d. Infringes the intellectual or copyrights of a third party; or
- HDFC reserves the right to remove or otherwise delete any such content made by the Customer which is inappropriate and / or unacceptable, without giving any prior notice to the Customer.
- VIII. The Customer undertakes that in case the Customer has changed or wishes to change his Preferred number, it shall be the absolute responsibility of the Customer to duly update HDFC with the same. Further, the Customer agrees and accepts that HDFC shall have no obligation to authenticate the Preferred number or the identity of the Customer at any point in time. The Customer hereby also agrees and accepts that any person having access to Customer's Preferred number, shall be deemed to be duly authorised by the Customer and acting for and on behalf of the Customer, with the authority and intention to bind the Customer irrevocably with any actions pursuant thereto including the acceptance of these Terms and Conditions, vis-à-vis HDFC.
- IX. The Customer also agrees that the Customer shall be solely responsible for upgrading any software, hardware and the operating system connected to WhatsApp from time to time solely at her/his cost. HDFC 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.

- X. The Customer understands that the device which is being used to access the WhatsApp Platform is vulnerable to threats including but not limited to unauthorized (i) access by intruders to the data/information contained on such devices; (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. In case of occurrence of any such event, the Customer shall immediately opt-out of the Services by de-registering process available the <https://www.hdfc.com/website-usage-policy>
- XI. The Customer is solely responsible for keeping security safeguard of his WhatsApp account linked to his Preferred Number.
- XII. The Customer understands and accepts that by opting to interact with HDFC on the WhatsApp platform, the Customer has voluntarily agreed to share with or disclose any personal data or information or such other data or information which may be considered sensitive in relation to the Customer to HDFC; thereby authorising HDFC to process and use the such information/ data **for the specific purposes as stated above and as may be updated and informed to the Customer from time to time.**

Further, the Customer understands and agrees that such data may also be stored on:

- the WhatsApp servers in an encrypted manner and/ or
- server of WhatsApp Business Solution Provider

which are outside of the control of HDFC and therefore, HDFC cannot guarantee the security of the data or information pertaining such information stored on therein. The Customer, therefore, unconditionally and irrevocably agrees and accepts that HDFC shall under no circumstances be held liable for any compromise of such information or data which is beyond the security measures and control of HDFC.

- XIII. The services being provided through WhatsApp platform shall at all times be governed law of India and be subjected the Terms and Conditions herein. The Customer 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.
- XIV. The Customer has read, understood and accepted the Privacy Policy of HDFC (<https://www.hdfc.com/website-usage-policy>) (“**Privacy Policy**”) and agrees that the changes made thereto from time to time by HDFC shall be binding on the Customer and the Customer shall update himself periodically of the same by accessing HDFC’s website –www.hdfc.com for this purpose.

For the purpose of opting out from receiving any messages on the WhatsApp platform from HDFC, the Customer may send an SMS “UNSUB” to 90040-90040 from her/his Preferred Number

- XV. The Terms and Conditions shall deem to include any amendments/ changes/ modifications thereto from time to time by HDFC (“**Terms and Conditions**”). Reference to the masculine gender includes reference to the feminine, neutral and vice versa.
- XVI. Notwithstanding anything contained herein, HDFC reserves the right at any time, at its absolute discretion without prior notice to vary, discontinue, withdraw, cancel, or invalidate this facility on WhatsApp, without having to give a reason thereof, and without any claims and /or compensation whatsoever. HDFC and / or its group entities, or affiliates, their respective directors, officers, employees, agents, vendors, shall not be held responsible and/or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses which the Customer claims to have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account the withdrawal or discontinuation of the WhatsApp facility.