



TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") Tata Capital Limited and/or its subsidiaries/ affiliates shall form a legally binding contract between "you", "the user/ the Customer" and Tata Capital Limited and its subsidiaries and affiliates (Collectively "Tata Capital"), and shall be further subject to such terms as Tata Capital may agree with "Google" and/or any other service providers. These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing any other product or service being provided by Tata Capital and being availed by Customer and/or any terms and conditions accepted by the Customer with Google or any third party service provider for availing the Services.

DEFINITIONS:

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

"**Google Assistant**" shall mean a platform on which TATA Capital is available for customers

"**Okay Google, talk to Tata Capital**" shall mean an invocation using which customers will have an option to enable TATA Capital on their Google assistant enabled device.

"**Registration Process/Account Linking**," process shall mean the one-time registration process that customer will have to complete to enable TATA Capital on their Google assistant enabled devices}"

"**TATA Capital**" shall mean launched/ serviced by Tata Capital and enabled on Google Assistant.

"**Google Assistant Chat History**" shall mean chat conversation of customer with Google Assistant after invoking TATA Capital that will be displayed under chat history section of Google Assistant App.

"Account/s" shall mean any one or more accounts held and/or facilities provided by/to the Customer, by Tata Capital including but not limited to retail accounts, apply for loans, investments or such other accounts and/or facilities as may be determined by Tata Capital from time to time, for which the Services is being offered or may be offered in future.

"**Emailed**" means the email sent to the registered Email ID of Customer to confirm the requests raised by the customer and/or any requested statements and certificates to be sent to registered Email ID

"**Tata Capital Customer**"/ "**Customer**" shall mean a customer of Tata Capital or any person who has availed a loan/ finance facility from Tata Capital

"**Tata Capital**" shall mean Tata Capital Limited, a company incorporated under the Companies Act 1956 and includes its subsidiaries namely, Tata Capital Financial Services Limited and Tata Capital Housing Finance Limited. "**Contract Number/Loan account number**" refers to the number/s provided by Tata Capital to its customers for availing services digitally

"**Services**" shall mean TATA Capital on Google Assistant store which provides the Customers services such as information relating to Account/s, services linked to account and such other services as may be provided by Tata Capital, from time to time including but not limited to;

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- (i) Statement of account
- (ii) Welcome letter
- (iii) Amortisation statement
- (iv) Final IT and Provisional IT certificate

"**Personal Information**" shall mean the information about the Customer obtained in connection with the Loan account(s) and/or Services and/or other information.

APPLICATION

A Customer desirous of availing Services shall accept Terms & Conditions laid out for use of the services.

Application for the Services made by use of permissible modes as specified by Tata Capital from time to time shall be accepted by Tata Capital only after authentication of the Customer through any mode of verification as may be stipulated by Tata Capital from time to time as may be decided at the discretion of Tata Capital. Tata Capital shall have a right to not to consider and/ or refuse any application, without assigning any reason whatsoever.

ELIGIBILITY

The Customer desirous of using the Services should be either a sole Account holder or authorised to act independently. In case of joint Account/s, the written mandate of other account holders authorising the Customer to use the Services would be required. All or any transactions arising from the use of the Services in the joint account shall be binding on all the joint account holders, jointly and severally.

In order to use the Services, Tata Capital may require any Personal Information of Customer, including but not limited to Customer's Name, Mobile Phone Number, E-mail Address, Date of Birth, and Permanent Account Number (PAN) and Tata Capital may further have to submit the same to Google or any other service provider of the Tata Capital in respect of the Services.

Customer agrees that the Personal Information provided by Customer to Tata Capital while applying for registration for availing the Services shall be true, accurate, current and complete and Customer agrees to maintain and update this Personal Information to keep the Personal Information true, accurate, and complete.

TERMS OF THE SERVICES AND AUTHENTICATION PROCEDURES

The Services is made available to the Customer at his request, at the sole discretion of Tata Capital and may be discontinued by Tata Capital at any time, without notice.

Linking Customer's Account

- To enable the TATA Capital, Customer shall open the Google Assistant on Customer's personal device, ask to talk to Tata Capital and Google Assistant will ask to link the account. On account linking you will have to set up a voice pin which can be used to access Tata Capital services on Google Assistant. Tata Capital hosted log-in page will appear through the Google Assistant App, and Customer will be prompted to log in to his Tata Capital Account by using his User ID and password. If Customer does not interact with the TATA Capital for a duration of 10 seconds, Customer's authenticated session will expire, and Customer will be prompted to

authenticate himself again via the pin for security purposes in order to interact with the TATA Capital.

- Customer's Account GCID and Password are not visible to or shared with Google.

Delinking Your Linked Account

- Customer's account will be delinked after 30 days of linking the account with Google Assistant. In this case if customer comes back on 31st day to avail any services s/he will have to again link the Tata Capital account with Google to continue availing services.
- Customer can re-link his unlinked Tata Capital account by visiting google assistant and follow the same process as followed before.
- On linking of Customer's Tata Capital Account to Google Assistant, Customer will be able to start availing the Services and will be able to use Voice Assistance.
- Any transaction/requests placed through Voice Assistance shall be facilitated only if Customer is able to login using his registered credentials
- Account information received by the Customer from the Tata Capital does not replace or act as Account Statement. In the event there are any inconsistencies between such information received through Voice Banking and your Account Statement, the information reflecting in Customer's Account Statement shall be considered as correct information.
- Tata Capital reserves the right to refuse or reject any transaction or request placed by the Customer through Voice Assistance, at its discretion.
- The Voice Banking through Tata Capital can only be accessed and used by the Customer and Customer should not expose his personal device to others or otherwise share his TATA CAPITAL Services credentials with anyone.
- The Customer is responsible for ensuring the accuracy and authenticity of the instructions provided to Tata Capital while availing the Services. The Responses, if any, would be sent on the Email ID, last registered with Tata Capital while applying for Services.
- Where Tata Capital considers the instructions to be inconsistent or contradictory or observes any suspicion, it may seek clarification from the Customer before acting on any instruction of the Customer or at its sole discretion refuse to act upon any such instruction as it may deem fit.
- Tata Capital shall have the right to suspend the services under the Services if Tata Capital has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Services. The Customer acknowledges that the provision of the Services is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by Tata Capital or otherwise. The Customer accepts that timelines, accuracy and readability of responses sent by Tata Capital will depend on factors affecting other service providers engaged by Tata Capital or otherwise. Tata Capital shall not be liable for any delay in effecting the transactions / requests placed through Voice Banking or non-delivery or delayed delivery of responses, error, loss or distortion in transmission of responses to the Customer.

AUTHORITY TO TATA CAPITAL

The Customer irrevocably and unconditionally authorises Tata Capital to access all his Account/s for effecting services or other transactions through the Services and to share the Account information with any third parties for the purpose of accepting/ executing such requests of the Customers.

The Customer accepts that all information /instructions including Google chat history will be transmitted to and /or stored at various locations at Tata Capital and for such period as required under applicable legal and regulatory requirements and pursuant to internal policies of Tata Capital and can be accessed by personnel of Tata Capital.

Tata Capital may use personal information or any information shared by the Customer and recorded at Google device or Google assistant App or in Google assistant chat history while availing the Services, to provide the Customer with services & products explicitly requested for, to resolve disputes, troubleshoot concerns, help promote safe services, measure consumer interest in Tata Capitals services, inform you about offers, products, services, updates, customize your experience, detect & protect Tata Capital against error, fraud and other criminal activity, enforce Tata Capital's terms and conditions, to send the Customer offers based on Customer's previous orders and interests etc. Tata Capital shall not be liable in case towards the Customer or any third party in case any information shared by the Customer on the Google assistant App or Google Website is leaked/ hacked into or misused in any manner by Google and/or any third party.

RECORDS

All records of Tata Capital generated by the transactions arising out of use of the Services including Google Chat History and the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions and in the event of any dispute, the records maintained with Tata Capital shall be conclusive and binding on the Parties.

COLLECTION OF INFORMATION

You agree that you consent to receiving any other information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from Tata Capital or other service provider even though your name appears in the National Customer Preference Registry (Do Not Disturb Registry). You expressly agree that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to you or your family members. You expressly and irrevocably consent that for any claim against any third party service provider including Google, Tata Capital shall not be liable and your claim on this account shall be against the respective service providers.

ACCURACY OF INFORMATION

The Customer undertakes to provide accurate and complete information wherever required and shall be solely responsible for the correctness and completeness of information provided by him to Tata Capital at all times, including, but not limited to, for the purposes of availing of the Services. Tata Capital shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Tata Capital to him, he shall communicate the same to Tata Capital as soon as possible. Tata Capital Tata Capital Tata Capital shall not be liable for any inadvertent error, which results in the providing of inaccurate information.

LIMITATION OF LIABILITY

Tata Capital shall not be responsible for any failure on the part of the Customer to utilize the Services due to the Customer not being within the geographical range within which the Services is offered or due to connectivity issues of his internet service provider. If the Customer has reason to believe that there has been an unauthorised transaction in the Account or any unauthorized use on his personal device or Google Assistant device and / or his personal device or Google Assistant Enabled device is lost, he shall immediately disable TATA CAPITAL on Google Assistant. The Customer agrees that Tata Capital shall not be liable if:

- The Customer has breached any of the terms and conditions, contained herein or
- the Customer has contributed to or the loss is a result of failure on part of the Customer to advise Tata Capital within a reasonable time about unauthorised access of or erroneous transactions in the Account by use of the Services; or
- as a result of failure on part of the Customer to advise Tata Capital of a change in or termination of the Customer's Mobile Phone Numbers.
- there has been an unauthorized transaction in the Account as a result of any person having control or custody of telecommunications instrument (such as the Google device, mobile handset) so that such instrument may be misused or any other issue/default/error/technological problem in the Google device or personal device or duplication of mobile number/ SIM of the Customer such as but not limited to SIM card cloning, virus in handset or Google Assistant enabled device etc.
- Tata Capital shall endeavour to provide the Services on a best effort basis and the Customer shall not hold Tata Capital liable for non-availability of the Services or non-performance by service providers, if any, engaged by Tata Capital or any loss or damage caused to the Customer as a result of use of the Services for causes which are not attributable to Tata Capital or causes which beyond reasonable control of Tata Capital. Tata Capital shall not be liable in any manner to the Customer in connection with the use of the Services.

Tata Capital shall not be held responsible for the confidentiality, secrecy and security of the personal or Account information being sent through the Services.

The Customer agrees that the access to the Services shall be only through the Registered Google Assistant enabled devices and any transaction which originates from the same shall be deemed to have originated from the Customer.

Under no circumstance, Tata Capital shall be held liable if the Services is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or failure at the end of Google or any other reason beyond the control of Tata Capital. Tata Capital 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 Services shall render the Customer liable for payment of financial charges as decided by Tata Capital or will result in suspension of the Services for the Customer. Tata Capital is in no way liable for any error or omission in the services provided by Google or any cellular or any third party service provider (whether appointed by Tata Capital in that behalf or otherwise) to the Customer, which may affect the Services.

Tata Capital, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Services. Tata Capital 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 Services.

Without limitation to the other provisions of this terms and conditions, Tata Capital , 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 Tata Capital 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 Google Assistant Enabled device of the Customer and Tata Capital 's system or any breakdown, interruption, suspension or failure of the Google Assistant enabled device of the Customer, Tata Capital system or the network service provider and/or any third party who provides such services as is necessary to provide the Services.

Notwithstanding anything in the contrary provided in this terms and conditions, Tata Capital shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a network /internet service provider or Google or any third party service provider (whether appointed by Tata Capital for such purpose or otherwise).

The Customer agrees that Tata Capital may hold and process his personal information concerning his Account/s on computer or otherwise in connection with the Services as well as for analysis, credit scoring and marketing. The Customer also agrees Tata Capital may disclose, in strict confidence, to other institutions, 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, or for fraud prevention or to RBI or any other regulatory authority as may be required or to Information Utility under Insolvency and Bankruptcy Code, 2016.

The Customer shall not interfere with or misuse in any manner whatsoever the Services and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to Tata Capital.

The Customer is solely responsible for protecting his credentials or any other password that may be issued by Tata Capital for the use of the Services.

- any unauthorised use of the personal device of Customer or Customer's credentials or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's credentials or by fraudulently recording and misusing the Customer's voice or by fraudulently using voice modulation that of Customer to access the Voice Banking;
- acting in good faith on any instructions received by Tata Capital from or on behalf of the Customer in relation to the Services;
- error, default, delay or inability of Tata Capital to act on all or any of the instructions given by the Customer
- loss of any information/instructions in transmission;
- unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

- Tata Capital will not be concerned with any dispute between the Customer and Google with respect to Google Assistant Enabled App, through which the Services is being availed by the Customer. Tata Capital makes no representation or gives no warranty with respect to the quality of the service provided by Google.

INDEMNITY

In consideration of Tata Capital providing the Services, the Customer, at his own expense, agrees to indemnify, defend and hold harmless, Tata Capital, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that Tata Capital 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 Services.

The Customer agrees to indemnify, defend and hold harmless Tata Capital, against any loss incurred by the Customer due to failure to provide the services offered under the Services or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider or due to any failure in Google Assistant Enabled App or any other system failure at Google's end. The Customer agrees to indemnify, defend and hold harmless, Tata Capital from any losses occurring as a result of the:

- the Customer permitting any third parties to use the Services.
- the Customer permitting any other person to have access to his personal device which Google Assistant Enabled App is registered device or as a consequence of leaving such personal device unattended or loss of such device or sharing his Voice PIN with any person.

MODIFICATION

Tata Capital shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits in relation to the Services. Tata Capital may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by Tata Capital. The Customer shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

TERMINATION

Tata Capital may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Customer. Tata Capital may, without prior notice, suspend the Services 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 Services.

The closure of all Account/s of the Customer will automatically terminate the Services. Tata Capital may suspend or terminate Services without prior notice if the Customer has breached these Terms and Conditions or Tata Capital learns of the death, bankruptcy or lack of legal capacity of the Customer.

NOTICES

Tata Capital and the Customer may give notice under these Terms and Conditions electronically to the mailbox of the Customer (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the registered address of the Customer, last recorded with Tata Capital. In addition, Tata Capital shall also provide notice of a general

nature regarding the Services and the Terms and Conditions, which are applicable to all Customers using the Services, on its website and/ or also by means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS") or other mode as may be deemed fit by Tata Capital. Such notice will be deemed to have been served individually to each Customer.

GOVERNING LAW

These Terms and Conditions shall be governed by laws of India. Any dispute or differences arising out of or in connection with the Services shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

RECEIVING RESPONSES

The Customer is responsible for intimating Tata Capital regarding any change in his Mobile Phone Number or email address or any account details and Tata Capital will not be liable for sending Responses or other information over the Mobile Phone Number/email address not recorded/ updated with Tata Capital.

The Customer acknowledges that to receive Responses, his Mobile Phone Number must be active and accessible. The Customer acknowledges that if the Customer's Mobile Phone Number remains inaccessible for a continuous period (such period dependent upon service providers) from the time a Response is sent by Tata Capital, that particular Response may not be received by the Customer.

MISCELLANEOUS

Tata Capital may at any time provide the Customer with details of the various products, offers and services offered or to be offered by Tata Capital through the Services.

The confirmation of transactions initiated by customer will be provided by way of SMS to the mobile number registered with Tata Capital

The Customer authorises Tata Capital to utilize the information provided by him for availing the Services, for the purposes of information provided by Tata Capital in its applications, surveys, mailing lists and other purposes. Tata Capital may use this information to develop mailing lists that may be used by companies with whom Tata Capital shall work to develop marketing offers for the Customers.

Tata Capital reserves the right to revise the policies, features and benefits offered through the Services from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The Customer will be bound by such revisions/changes unless the Customer terminates the Services.

The Customer shall comply with all such terms and conditions as Tata Capital may prescribe from time to time for facilities/ services availed of by the Customer.

These Terms and Conditions are specific to the Services being availed by the Customer and shall be in addition to all such terms and conditions as may be applicable to other services / products being availed by the Customer while availing the Services or effecting the transactions / requests under the Services.