

## WhatsApp Terms and Conditions

1. These terms and conditions ("Terms and Conditions") shall form a legally binding contract between "you /the Customer" and Tata Capital Limited and its subsidiaries and/or affiliates (Collectively "Tata Capital"), and shall be further subject to such terms as Tata Capital may agree with "WhatsApp" 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 the Customer.
2. You agree and acknowledge that you are subscribing to and participating in the service offered by Tata Capital through WhatsApp at your sole discretion and by entering your contact number or following other instructions mentioned on [www.tatacapital.com](http://www.tatacapital.com) or mentioned in the WhatsApp communication.
3. Tata Capital is offering the below mentioned services via WhatsApp ("Service") at its sole discretion and reserves the right to withdraw/modify/retract the terms or the Service at any time, without any notice. The subscription of the Service will allow Tata Capital to send relevant communications to the Customer on WhatsApp. The Service would enable the Customer:
  - a. Apply for instant preapproved personal loan
  - b. Apply for Loan Facility
  - c. Apply for Top Up Loans / Additional Facility
  - d. Apply for Lead
  - e. Downloading
    - i. Statement of Account
    - ii. Welcome letter
    - iii. Amortization schedule
    - iv. Final IT certificate
    - v. Provisional IT certificate
  - f. Share link for downloading Tata Capital mobile app
  - g. View Loan Account summary
  - h. Quick Pay – Pay Overdue EMI
4. You understand that the Service cannot be used for grievance redressal or reporting complaints or for any other purpose except as stated above. Tata Capital shall assume no liability or responsibility for any other service request, complaints or any other communication on this channel and will not be bound to take cognizance of any such communication.
5. The Customer understands that the receipt of messages by him/her shall be subject to a working network connection and the Customer shall ensure and maintain appropriate network connection for the same. Tata Capital shall not be held responsible for any delay or non-receipt of the responses/communication from Tata Capital.
6. The Customer understands that the output and responses received by the Customer on WhatsApp are based on a program running at the back-end and may vary basis the inputs entered by the Customer. This program has been developed and is regularly enhanced to handle the inputs in best possible manner. Tata Capital shall not be held liable or responsible for any delay in responses or any inaccuracy/ inconsistency in the output/responses/ suggestions.
7. The Customer understands and agrees that he/she shall not submit or transmit any content through this Service that may be:

- a. Untrue, derogatory, defamatory, obscene, vulgar, or contain any lascivious or pornographic content.
  - b. Infringes any third party rights including Intellectual Property Rights
  - c. Encourages the commission of a crime, civil wrong or violation of any law of the land or the jurisdiction where the Customer resides. .
8. Under no circumstances shall Tata Capital, or its agents, affiliate companies, officers, directors, employees, and contractors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that may result from the use of, or inability to use, this Service or for receipt of any response provided by the program.
9. The Customer understands that usage of WhatsApp and subscription of the Service is susceptible to risks. Any message and/or information that may be exchanged is subject to risks of being read, interrupted, intercepted, misused or defrauded by a third party or otherwise subject to manipulation by a third party or involve delay in transmission. Tata Capital shall not be responsible for the consequences arising out of or in connection with using the Service. More particularly the Customer agree that the documents/information he/she is requesting for would be governed by the policies and protection offered by WhatsApp from time to time which are subject to changes and that Tata Capital assumes no responsibility or liability for any of the foregoing.
10. The Customer agrees and authorizes Tata Capital to collect, disclose and store, from time to time, any information and data relating to him/her (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2008 and/or any other statute) and/or the Facility and/or other facilities availed by me/us and/or the 'financial information' as defined in Section 3(13) of IBC, in or outside India without requirement of any notice or intimation:
  - a. to any of its Affiliates and to any member of Tata group or any of their employees, agents, representatives etc.;
  - b. to third parties engaged by the Lender or any member of Tata group for purposes such as marketing of services and products;
  - c. to any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Lender or any member of Tata Group;
  - d. to any of the service providers or professional advisers of a member of the Tata group with the rights to further share it with their sub-contractors in any jurisdiction;
  - e. to any credit bureau, database/databanks, corporate, banks, financial institutions etc.
  - f. to any authority or other person as required by applicable law;
  - g. to any person pursuant to an order or direction of an authority;
  - h. to any credit information company, other agencies or any information utility or other lenders of the Borrower including who may also use, process the said information and data disclosed by the Lender in the manner as deemed fit by them, and who may for consideration or otherwise furnish such processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantors or registered users, as may be specified by the RBI; and / or;
  - i. to any other person:
    - to whom the Lender may potentially assign or transfer or novate all or any of its rights and obligations under the Facility Documents/Facility; and/or
    - pursuant to the processing or management of data relating to the Facility or the Borrower; and/or
    - as the Lender may deem fit.

11. The Customer expressly authorizes/consents to Tata Capital, its group companies and other companies within the Tata group, its various service providers or agents, to contact him/her through e-mails, telephones, messages, SMS, WhatsApp or other applications or otherwise even if his/her name appear in the Do Not Call or Do Not Disturb Register to inform him/her about the marketing schemes, promotional schemes, various financial and other products and/or offerings of other services, loyalty programs or any other aspect offered by them. The Customer agree to the use of e-mails, messages, SMS, WhatsApp and/or other applications for communication or sharing of information or documents, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information through them. The Customer agrees that this consent shall continue to be valid even if the loan applied for has been rejected or closed.
12. The Customer hereby consent to receiving information from Central KYC Registry through SMS/Email on the registered number/Email address.
13. The Customer hereby provides consent to Tata Capital to obtain and / or submit his/her information from / to Credit Information Company and/or information utility and/or such institution set up under the provisions of law from time to time, as and when required.
14. Tata Capital has adopted the Tata Code of Conduct ("TCoC") and all our employees and representatives are bound by the same. A copy of the TCoC is available on [www.tatacapital.com](http://www.tatacapital.com). In case you notice any violation or potential violation of the TCoC by any of our employees or representatives, you may write to us at [ethics@tatacapital.com](mailto:ethics@tatacapital.com) intimating us of the same.
15. The Customer is aware of the Fair Practices Code and Policy for determination of Interest Rates, Processing and other charges adopted by Tata Capital which are placed on the Company's website [www.tatacapital.com](http://www.tatacapital.com).
16. The Customer is aware that authentication technologies and strict security measures are required for using Mobile applications. The Customer shall ensure that the passwords/authentication details and/or any personal information or other sensitive information is not revealed to any third party including employees of Tata Capital. The Customer shall be solely responsible for all the communication exchanged between them and Tata Capital while subscribing and participating in the Service.
17. You agree to abide by all the terms and conditions/ privacy policy of WhatsApp or any third party application that may be accessed by you .You further understand that you are solely responsible for maintaining security safeguards of your WhatsApp account linked to the registered mobile number.
18. The Customer agrees that he/she shall not have any claim against Tata Capital on account of any suspension, interruption, non-availability or malfunctioning of the Service due to any link/mobile/technological/system failure at Tata Capital's end for any reason thereof
19. It is advisable for the Customers who have subscribed to this Service to delete the WhatsApp Application when changing their device.
20. These terms and conditions are subject to change at any time and will be updated at Tata Capital's discretion without any notice thereof.
21. 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.

22. 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.
23. The Terms and Conditions mentioned above are an indicative list of terms and conditions of Tata Capital's loan products. These Terms and Conditions are further described in other financing documents (such as Specific Agreements, Master Terms and Conditions, other loan documents) under relevant sections / schedules and therefore should be read in conjunction with such financing documents.
24. Home Loans are Home Equity are originated and serviced by Tata Capital Housing Finance Limited (TCHFL) and are at its sole discretion. All other loans are originated and serviced by Tata Capital Financial Services Limited (TCFSL) and are at its sole discretion. Any offer provided by TCHFL and/or TCFSL may be withdrawn or modified by them at any time without prior notice.
25. The Customer understands and agrees that any document/information provided by the customer is true, correct and best of its knowledge. Tata capital will not be held liable or responsible for the contents or veracity thereof.
26. The Customer hereby declares that he/she has read, understood and agrees to the Terms & Conditions mentioned herein.