

Unity Small Finance Bank Limited :General Terms & Conditions

This document lays out the Terms and Conditions ("T&Cs") which shall be applicable to all the products and services offered by Unity Small Finance Bank Limited (as defined below) to its customers. These T&Cs form the contract between the Customer and the Bank and are subject to change from time to time as per the laws of the statutory/ regulatory bodies under the jurisdiction of Republic of India. The T&Cs mentioned herein are applicable to all products and services offered by the Bank.

The words, **I, me, my** and **Customer** refer to the person(s) who open the account and shall include both singular and plural. Reference to masculine shall include the feminine and neuter gender. The **Bank** refers to Unity Small Finance Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having corporate identification number U65990DL2021PLC385568 and registered office at 40, Basant Lok, Vasant Vihar New Delhi-110057 ("the **Bank**").

1. GENERAL - APPLICABLE TO ALL PRODUCTS AND SERVICES

- 1.1 I agree to abide by the Bank's T&Cs in force and the changes thereto from time to time relating to my account or an account held jointly by me, as may be applicable, as communicated and made available on the Bank's website.
- 1.2 I agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India and the internal policies of the Bank.
- 1.3 I agree that the Bank before opening any deposit account, will carry out a due diligence as required under Know Your Customer policy of the Bank. I would be required to submit necessary documents or proofs, such as identity, address, photograph and any such information to meet with KYC, AML or other statutory/regulatory requirements. The Bank may also conduct a Video based Customer Identification Process (V-CIP) which is a form of video KYC or similar KYC process on its platform adhering to the minimum standards as prescribed by the Reserve Bank of India along with such amendments to the guidelines from time to time.
- 1.4 Further, after the account is opened, in compliance with the extant regulatory guidelines, I agree to submit the above documents again at periodic intervals, as may be required by the Bank.
- 1.5 I agree that the Bank may, at its discretion, engage the services of business facilitators (hereinafter referred to as "**BF**"), business correspondents (hereinafter referred to as "**BC**") and other third parties, for extension of banking and financial services so as to ensure greater financial inclusion and increasing the outreach of the banking sector. The BF or BC may be the major shareholder of the Bank. The Bank, however, shall be responsible for the acts and omission of such parties.
- 1.6 The Customer shall obtain Legal Entity Identifier Code (LEI) in accordance with RBI notification (notification no. DPSS.CO. OD.No.901/06.24.001/2020-21) dated January 05, 2021, as amended from time to time and on request of the Bank, the Customer agrees to share the copy of LEI Code with the Bank. Also, Customer to ensure that LEI code provided is active at the time of transaction. In case LEI code is not provided or not active at the time of transaction, the transaction may not be undertaken by the Bank.

2. Accounts

- 2.1 I agree and confirm:
 - (i) alerts/ instructions relating to my account will be issued by the Bank as per acceptable mode of communication i.e. by registered email, short message service (SMS), WhatsApp or facsimile to me.
 - (ii) that the account opening formalities are governed by the policies of the Bank and may be revised from time to time.
 - (iii) to ensure that there would be sufficient funds/cleared balance/pre-arranged credit facilities in my account for effecting transactions. I agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of my instructions due to inadequacy of funds and the Bank can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds without

prior approval from or notice to me and I shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby at applicable rate of interest from time to time. I agree that frequent dishonour of cheques or high value cheque returns due to insufficient funds may lead to discontinuation of cheque books / closure of bank account.

- (iv) that in case I have issued single cheque/instruction, for debit to my account, for issuing more than one Demand Draft/Pay-order, then the same will reflect as multiple debit entries in my account.
- (v) that it will be my responsibility to ensure that valid email ID, mobile number and address is updated with the Bank at all times, failing which, I may not receive the notification(s).
- (vi) that in case of joint accounts, any change in operational instructions / signing conditions or any other information contained in these T&Cs shall be given by all the joint account holders, irrespective of the mode of operation.
- (vii) Accounts (and related services availed from time to time) in the names of company, partnership firm, trust, association or other entity shall be operated by the authorized signatory(ies) of the respective entities, as specified in these T&Cs / resolution submitted by such entity at the time of opening the account or as varied in accordance with these T&Cs. Changes to authorised signatories of such entities shall be recognised only upon due submission of the requisite authorizations/resolutions approving such changes, to the satisfaction of the Bank.
- (viii) Funds credited to the account should be from a legitimate source and of lawful nature, not connected to activities proscribed by law. Funds should also be legitimately owned by the account holder/s.

2.2 Password related provisions

- 2.2.1 I acknowledge, represent and warrant that the password which will be issued provides access to my account and that I shall be the sole and exclusive owner and only authorized Customer of the password and accept sole responsibility for its use, confidentiality and protection of the password, as well as for all orders, information and changes entered into my account using such password.
- 2.2.2 I shall comply and confirm with the prescribed requirements for the purposes of due authentication. I agree to confirm to the prescribed authentication technologies and security measures required for transactions and undertake to take all reasonable steps to ensure that the password is not revealed to any third party.

2.3 Maintenance of minimum balance

I agree to maintain minimum/average balance in my account as prescribed by the Bank from time to time. In the event of non-maintenance of minimum balance, charges will be applicable till such time the minimum balance is restored. I understand that the Bank will notify me in the initial month only in case of non-maintenance of minimum balance and no further intimation will be given in consecutive months if minimum balance is not maintained.

3. Minor Account

- 3.1 The age considered for Minor is below 18 (eighteen) years. Upon Minor attaining majority, a communication letter from the Bank shall be sent to the Customer intimating about the facility of conversion of Minor savings account to a regular savings account. The guardian shall represent the Minor in all transactions of any description in the account until the said Minor attains majority. Upon the Customer attaining majority, the Bank shall have the right to freeze the account; the erstwhile Minor should confirm the balance in their account and if the account is operated by the natural guardian / legal guardian, fresh operating instructions and specimen signature of erstwhile Minor should be obtained and kept on record for all operational purposes. Such freeze shall be released only upon the fulfilment of all account opening formalities, including KYC documentation, by the Customer (minor) as applicable to a regular savings account.
- 3.2 I agree that an account may be opened on behalf of a Minor by the natural guardian or by a legal guardian appointed by a court of

Competent Jurisdiction or by a testamentary guardian as per probated Will. The guardian shall represent the Minor in all transactions of any description in the above account until the said Minor attains majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the Bank against the claim of the Minor for any withdrawal/transactions made by him in the Minor's account.

- 3.3 I agree that a Minor account may be opened and operated singly or independently by Minor above the age of ten (10) years, who shall be able to read and write and understand basic banking transactions.
- 3.4 Banks are free to offer additional banking facilities like internet banking, ATM/ debit card, cheque book facility etc., subject to the safeguards that Minor accounts are not allowed to be overdrawn and that these always remain in credit.

4. Eligibility

- 4.1 In case of a joint account and accounts which are jointly operated, the banking services shall be available only when mode of operation is indicated as 'either or survivor' or 'anyone or survivor', or 'former or survivor' or 'latter or survivor'. The Customer ID/Customer ID issued by the Bank against such joint accounts shall only and explicitly be used by the authorized Customer to access the banking services. The other joint account holders shall expressly agree with the arrangement and give their consent to the same. All correspondence will be addressed to the mailing address. All transactions arising from the use of mobile banking services in the joint accounts shall be binding on all the joint account holders, jointly and severally, however mobile / internet banking services of the Bank, shall not be extended to accounts which are jointly operated.
- 4.2 The Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the other joint holder in such an event.

5. Death or Incompetence

In cases where the sole account holder dies, the proceeds of the account will only be processed to the registered nominee. Where a nominee is not assigned, the Bank may be required to take the issue case by case and the proceeds will only be handed over to legal heir (s) or court nominated individual. The Customer must notify the Bank immediately if any of the joint account holders or authorised signatory of the account dies or is declared incompetent. The Bank may place a freeze on such accounts and stop all operations till the identity and credentials of the successor is established to the Bank's satisfaction. The Customer agrees to notify the Bank promptly if any of the account holders or authorized signatory of the account is adjudged incompetent by a court or by any authority.

6. Dormant Account

In case there are no transactions initiated by me in the account for a continuous period of two years for savings account and current account (excludes system generated transactions / Bank Induced transactions like credit interest, debit interest, charges etc.), I agree that the account would be treated as a 'Dormant' Account by the Bank. I agree that the account status would change to 'Active' only on my (or all joint holders) written instruction in this regard and by initiating a transaction by me / us at the branch. I understand that until the account status is 'Dormant', transactions through Direct Banking Channels like ATM, Debit Cards, Net Banking, Mobile Banking, Phone-banking may not be allowed by the Bank.

7. Statement of Account

E-mail statement will be sent on registered email ID, as per frequency given in application form or any other document. The physical account statement shall be sent only in case statement does not get delivered through email to the Customer, at the frequency decided by the Bank. The Bank shall also send physical copy of the statement in case the Customer does not have an email ID. Statement and records available with the Bank would be conclusive proofs in case of any dispute and the Customer should immediately notify the Bank in case there is any inconsistency in the statement.

8. Payment of Interest

Interest for all rupee denominated savings accounts will be calculated on the daily closing balance maintained in the account.

Interest so calculated is rounded off to the nearest rupee, ignoring fractions of a rupee. The Bank has the authority to debit any account to recover any amount credited by the Bank erroneously and no interest shall be payable on the balance maintained in the current account as per directives of Reserve Bank of India.

9. Know Your Customer (KYC)

- 9.1 The KYC norms of the Reserve Bank of India to be followed for availing any products and services from the Bank. Accordingly, the Bank shall request its Customer to provide appropriate information/and or documents (including latest photograph/s, identity proof, address proof, profile details of account holder/s, authorized signatories, mandate holders, beneficial owners, etc.) in accordance with the extant regulations to ensure that any changes/updates in the KYC/profile information of the Customer is duly updated in the records of the Bank.

- 9.2 **Aadhaar KYC:** The Customer shall be required to provide Aadhaar number along with OTP (One Time Password) (sent on Mobile Phone Number which is registered with Unique Identification Authority of India (UIDAI), to facilitate extraction, reliance and verification of Customer's data stored with UIDAI. The Customer authorizes Bank to use Aadhaar number and OTP (sent on Mobile Phone Number) to authenticate the Customer and collect/verify information/details of the Customer from UIDAI. The Customer agrees and understands the following:

- the aggregate credits into the Basic Savings Bank Deposit Account (BSBDA) – Small Accounts of the Customer shall not exceed INR one (1) lakh in a year and the maximum balance in such account should not exceed INR fifty (50) thousand at any time.
- that the aggregate of all credits in a particular financial year, for such Account opened through OTP based e-KYC, shall not exceed INR two (2) lakh and the aggregate balance in all deposit accounts of the customer shall not exceed Rs. One (1) lakh..
- that Bank reserves the right to freeze the Online Savings Account open through OTP based e-KYC if the aforementioned limits of INR one (1) lakh and INR two (2) lakh are breached by the Customer.
- Online savings account open through OTP based e-KYC shall be closed immediately if physical completion of KYC verification and/or CDD is not completed because of any reason whatsoever within one (1) year of opening the Account opened through OTP based e-KYC.
- that, pursuant to the provisions under applicable laws, approvals/ permissions, and policies of the Bank, the Bank may be required to collect physical certified true copies of account opening documents / KYC documents etc from the Customer. Customer agrees and consents to cooperate and provide all such relevant data/ documents etc. for the purpose of verification and account opening.

9.3 Voluntary Consent for Aadhaar and Aadhaar Authentication

- 9.3.1 The Customer hereby gives consent to the Bank, to obtain Aadhaar number, name and fingerprint/iris for authentication with UIDAI. The Bank has informed me that my identity information would only be used for KYC and also informed that my biometrics will not be stored / shared and will be submitted to Central Identities Data Repository (CIDR) only for the purpose of authentication.

- 9.3.2 The Customer submits Aadhaar number and voluntarily gives consent to:

- Seed Aadhaar/UID number issued by the UIDAI, Government of India in their name and account.
- Map it at National Payments Corporation of India (NPCI) to enable the Customer to receive Direct Benefit Transfer (DBT) from Government of India in their account. The Customer understands that if more than one DBT is due to the Customer, they will receive all DBT in this account.
- Use Aadhaar details to authenticate from UIDAI.
- Use mobile number registered with the Bank records for sending SMS alerts. The Customer has been given to understand that their information submitted to the Bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law.

- 9.3.3 Further, the Customer agrees that the Bank may use Aadhaar based

transaction and/or authentication mechanism/system, either through biometric means or any other means deemed suitable by the Bank, as applicable and possible.

9.3.4 The Customer also authorizes the Bank to link and authenticate their Aadhaar number to all accounts / relationships with the Bank as may be opened in future. The Customer has been given to understand that the information submitted to the Bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. The Customer hereby declares that all the information voluntarily furnished by them is true, correct and complete. The Customer agrees that they shall not hold the Bank or any of its officials responsible in case of any incorrect information provided.

9.3.5 The above consent given by the Customer voluntarily and purpose of collecting Aadhaar has been explained to the Customer in their local language.

9.4 **Video based customer identification process (V-CIP):** The process of KYC verification shall be conducted through a video call feature supported by Bank in line with extant regulations and the Bank policy.

9.4.1 Requirements for availing of Video KYC feature:

- (i) V-CIP is available only for Customers who are physically present in India and if the same can be confirmed through their live location through geotagging and shall be accessible only during the working hours defined by Bank.
- (ii) V-CIP shall not be available during Bank holidays and National holidays;
- (iii) V-CIP shall work only in good network/internet conditions and
- (iv) Customer should possess requisite documents and materials as informed on the journey page at the time of the V-CIP to avoid any inconvenience.

9.4.2 General terms for V-CIP:

- (i) On opting for V-CIP, a two-way video call will be initiated between the Customer and Bank official to start the V-CIP.
- (ii) As a part of V-CIP, the Customer shall be required to verify their identity by answering certain questions asked by Bank officials through a video call. By proceeding with the video call, the Customer accepts the T&Cs herein.
- (iii) The Customer shall be required to co-operate with Bank officials in every manner and provide all such relevant information/data/documents including but not limited to allowing Bank officials to capture their photographs, photographs/screenshots of various documents (including but not limited to Officially Valid Documents ("OVD"), PAN, etc.), screenshot of the Customer's signature on a plain paper as submitted by the Customer during V-CIP as and when requested by Bank officials. The Customer agrees and consents to co-operate and provide all such relevant data/documents, etc. for the purpose of V-CIP.
- (iv) The Customer authorises Bank to collect/store/verify any and all information/details received through the V-CIP including but not limited to the video call itself, information received from documents/information captured/shared through the video call.
- (v) In case the documents shown and verified by Bank officials over a video call do not comply with the Bank policy and/or relevant guidelines due to any reason whatsoever, the application request shall be rejected and it will be converted to the offline KYC mode. Customer needs to follow the offline KYC process to complete their KYC verification process in such case for completion of the Product/Facility application request.
- (vi) The Customer agrees and understands that the image of the signature crop provided by the Customer shall be updated in Bank records as the Customer's specimen signature.
- (vii) Customer who have opted for V-CIP for the Product/Facility application agree that their request is subject to verification and may be rejected by the Bank for various reasons including, but not limited to:
 - a. Call drop due to network/internet issues at the Customer's or Bank's end; or
 - b. Documents matching criteria is not fulfilled or
 - c. Bank official is unable to capture the screenshot of Customer's photo or any document or
 - d. Customer is not ready to co-operate with Bank officials or
 - e. Signature process is incomplete or
 - f. any other reason at the discretion of Bank. In case of such

rejection, Customers need to follow the offline KYC process to complete their KYC verification process for completion of the Product/Facility application request.

(viii) The Customer understands that the V-CIP is subject to the availability of Bank officials to conduct such V-CIP, and technical stipulations including but not limited to those arising due 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 request to and from the telecommunication equipment of the Customer and the network of any internet service provider and Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, or Bank's system or the network of any internet service provider and/or any third party who provides such services as is necessary to provide the V-CIP.

9.5 **Digital KYC:** The process of KYC verification shall be conducted through Digital KYC in line with extant regulations and the Bank policy. Further, the Customer understands and agrees for the following:

- (i) to provide consent to undergo Digital KYC as per the RBI approved guidelines.
- (ii) will make themselves available when the Business Correspondent of Bank employee will visit their location to take the live photograph of self and digital picture of the OVD.

10. Freeze of the Account

I hereby undertake, agree and confirm that the Bank reserves the right to freeze the account or withdraw any facilities relating to the same including closure of the account, for any reason whatsoever, including without limitation:

- i. Return / bouncing of account opening cheque given by Customer as part of the account opening formalities pre / post commencement of account operations.
- ii. Any false / misleading information given or suppression of any material fact.
- iii. In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the account.
- iv. In case of frequent returns of inward / outward cheques in the account.
- v. Unsatisfactory conduct of the account in terms of volume / type of transactions, frequent dishonour of cheques issues by the Customer, non-maintenance of minimum account balance, etc.
- vi. If it is suspected by the Bank that the transactions are not initiated by the Customer (the Bank will not assume any liability for the transactions already executed) or if it is suspected that the Customer's account is being misused as a money-mule or as a channel for unauthorised money pooling or as a conduit for any illegal activity (the Customer will not receive a notice in this case)
- vii. Non intimation of change in communication address leading to Customer's whereabouts being unknown.
- viii. The Customer becoming the subject of bankruptcy, insolvency proceeding or proceeding of similar nature;
- ix. Any other breach or default by the Customer of these T&Cs or any other terms and conditions relating to the account and/or any services provided to, or availed of by, the Customer.

11. Closure of Account

I hereby undertake, agree and confirm that, under normal circumstances, the Bank has the liberty to close my account at any time by giving prior written notice. However, in case of improper conduct of accounts such as non-maintenance of required balance or high number of cheque returns or documents submitted towards identity and address proof are found to be fake/forged, breach of any of these general T&Cs of the Bank including the T&Cs for each product and services offered by the Bank and the breach of any law/regulation, reserves the right to close my account without giving any prior notice.

12. Cheque Book

- 12.1. I agree to preserve my Cheque Book/Debit Card carefully. In case of loss/theft of the same, I shall immediately inform the Bank in writing.
- 12.2. The Bank reserves the right to refuse Chequebooks, Phone Banking TINs, Net Banking IPINs, Debit/ATM Cards & PINs to the Customer, in case the average monthly/ quarterly balance in the account is not maintained.
- 12.3. I agree and acknowledge that in the absence of my specific instructions to personally collect from the Branch, the cheque books, Net Banking PINs, Debit/ATM Cards & PINs will be dispatched by courier/messenger/mail or through any other mode by the Bank at its discretion to the address notified by me for correspondence. The Bank shall not be responsible on account of non-delivery or delays in delivery or non-receipt of the Cheque Book.
- 12.4. I agree that the Bank will, unless requested by me in writing to the contrary, issue cheque book on the opening of my account. Further issue of cheque books will be only against written requisition by me or through ATM, Phone Banking or Net Banking or any other channel as made available by Bank from time to time.

13. Charges and Fees

- 13.1. I hereby agree, undertake and confirm, that I shall be liable to pay all charges, fees, interest, and costs wherever applicable, which the Bank may levy with respect to my account or any transaction or services rendered and the same may be recovered by the Bank by a debit to my account. I agree and acknowledge that in case of non-availability of adequate funds, the charges will be debited to my account over a period of time until the pending amount is recovered.
- 13.2. The Customer agrees and confirms that in connection of the services provided, the Customer becomes liable to pay applicable Goods and Service Tax (GST) and any other taxes or duties under the applicable laws and regulations, and the Bank is hereby authorised to deduct any such amount from the account, without requirement of providing further notice or seeking additional consent / authorisation.
- 13.3. The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

14. Nomination

- 14.1. Nomination Facility is available for accounts. Customer can include nomination or modify/cancel existing nomination in the account during his/her lifetime. In case of joint accounts, authorization from all the account holders is necessary for any alteration to nomination details. Nomination can be done in favour of only one individual. If the nominee is a minor, then another major individual should be appointed to receive the amount in case of claim during the minority of the nominee. Nominee has the right to receive the applicable payment from the Bank only on the death of the account holder in sole individual account or all account holders in case of joint account.
- 14.2. Nomination facility w.r.t joint accounts with survivorship/ nominee mandate:
- 14.2.1. In the event of death of one (or more but not all) of the joint account holders, the balance outstanding shall be paid jointly to survivor(s)/ nominee and the legal heirs of the deceased joint account holder (or any of them as mandated by all the legal heirs) against their joint claim on verification of the authority of the legal heirs and submission of proof of death of the depositors.
- 14.2.2. In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors shall be paid to the nominee on verification of their identity and submission of proof of death of the depositors.
- 14.2.3. The survivor(s) / nominee agree that they would be receiving the payment from the Bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to them shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.
- 14.3. Nomination facility w.r.t joint accounts without survivorship/ nominee mandate:
In case where the deceased depositor had not made any nomination or for the accounts other than those styled as 'either or survivor' (such

as single or jointly operated accounts), the Bank shall adopt a simplified procedure for repayment to legal heir(s) of the depositor, keeping in view their risk management systems, fix a minimum threshold limit, for the balance in the account of the deceased depositors, up to which claims in respect of the deceased depositors could be settled without insisting on production of any documentation other than a letter of indemnity.

15. Claim settlement for missing person

As per the provisions of Section 108 of the Indian Evidence Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the Customer under Section 108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled on the basis of the same. The Bank reserves the right to call for any additional documents for processing of the claim settlement application.

16. Disclosure of Information

- 16.1. I give consent to the Bank to disclose information provided in the account opening form or otherwise for the purpose of cross selling by any other marketing agent/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services/products, including without limitation, cross selling of various financial products. The Bank will have to always check before any cross-sell attempt whether or not I have registered for 'Do Not Call' facility.
- 16.2. The Bank shall, without notice to or without any consent of the customer, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Customer including personal information, details in relation to documents, products/services offered, defaults, security, obligations of customer, to the Credit Information Bureau (including TransUnion CIBIL Limited) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/subsidiaries/affiliates/rating agencies, service providers, other banks/financial institutions, any third parties, any assignees/potential assignees of transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/Bank/RBI, including publishing the name as part of wilful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, I acknowledge the exercise of authority by the Bank is for my benefit and service, accordingly I waive the privilege of privacy and privity of contract.
- 16.3. In case any personal information or sensitive information is collected by the Bank, the same shall be dealt with in accordance with the privacy policy of the Bank which is available on the website of the Bank at <https://theunitybank.com/>.

17. Non-Transferability

The account and services provided by the Bank to its Customers are non-transferable under any circumstances and shall be used by the Customer only. The Bank though reserves the right to transfer or assign or sell its rights, benefits or obligations to any other person and these T&Cs will continue to hold for the benefits of the successors and assigns of the Bank.

18. Force Majeure

The Bank shall not be liable if any transaction which does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these T&Cs or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood,

explosion, acts of god, pandemic, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, lock downs/restriction on movement of Bank employees, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

19. Indemnity

I agree that I shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, litigations, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence/mistake/misconduct on my part or breach or non-compliance by me of as covered in T&Cs and any of the other terms and conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action on any instruction given by me.

I shall indemnify the Bank and keep the Bank indemnified and save harmless, at all times from and against any and all claims, losses, damages, costs liabilities and expenses incurred, suffered or paid by the Bank or required to be incurred, suffered or paid by the Bank and also against all demands, actions, suits proceedings made, filed instituted against the Bank, in connection with or arising out of or relation to: - i. The Bank acting pursuant to, in accordance with or relying upon, any fax submission and/or email instructions or WhatsApp instructions or through SMS, otherwise pursuant to the request and authority conferred herein and/ or, ii. The Bank acting pursuant to, in accordance with or relying upon any fax submission and/or email instructions or WhatsApp instructions or through SMS received by the Bank which it believes in good faith to be such a fax submission and/or email instructions or WhatsApp instructions or through SMS and / or, iii. Any unauthorized or fraudulent fax submission and/or email instructions or WhatsApp instructions or through SMS to the Bank. iv. Non-receipt of fax submission and/or email instructions or WhatsApp instructions or SMS instructions, claimed to have been sent by me.

20. Right of Lien/Set off

I hereby grant and confirm the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with me, at its sole discretion and without notice to me utilize to appropriate any moneys/ receivables belonging to me and lying/deposited with the Bank or due by the Bank to me, towards any of the Bank's dues and outstanding under or in respect of a loan facility, including any charges/fees/dues payable under these T&Cs.

21. Change in terms

21.1. I agree that the Bank can at its sole discretion, amend any of the services/facilities given in my account either wholly or partially at any time by giving me notice in writing and/or provide an option to me to switch to other services/facilities.

21.2. The Bank has the absolute discretion to amend or supplement any of these T&Cs at any time, without prior notice. However, the Bank will endeavour to notify the changes by posting it on the website or through advertisement or any other means as the Bank may deem fit which will be binding on the Customer. The existence and availability of the new functionalities/facilities/features will be notified to the Customer as and when they are made available. By using these new services, the Customer agrees to be bound by these T&Cs applicable for such services.

22. Proprietary and Intellectual Property Rights

22.1. The copyright, trademarks, logos, slogans and service marks displayed on the website and/or the mobile application, are registered and unregistered intellectual property rights of the Bank or of respective intellectual property right owners. Nothing contained on the website and/or the mobile application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the

website and/or the mobile application without the written permission of the Bank or such third party that may own the intellectual property displayed on the website and/or the mobile application.

22.2. The Customer acknowledges that the online services including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, the Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and these T&Cs.

23. Collection of cheques

The cheques and other instruments issued in favor of the Customer are collected on behalf of the Customer, if so requested for, by the Customer as part of cash management services. The collection of outstation instruments entails collection charges. The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. The Bank does not accept or share any responsibility for delay in realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. The withdrawals against such instruments are permissible only on realisation or proceeds by the Bank. Any provisional credit allowed at the discretion of the Bank for an instrument under collection is recoverable with interest if the Instrument is returned unpaid. The Bank has the right to disallow any drawings against such provisional credit (shadow balance).

24. Mobile alerts

All Customers having their mobile numbers registered with the Bank are entitled for receiving mobile alerts for various types of banking transactions performed. These alerts typically are provided for cash withdrawal, cash deposit, funds transfer, funds credit, balance alerts, etc. While Bank sends (push) alerts to customers on a frequent basis (or based on event of financial transaction), customers can also request (pull) for specific information. The Bank sends these alerts on best effort basis to ensure that Customer is informed immediately after the event however, Bank is dependent on various third-party service providers to complete the information transmission. In this regard, Bank will not be liable for any information reaching Customer after delay / non receipt of information. Charges for these mobile alerts would be as per the product features and are indicated in the schedule of charges. Charges are subject to change from time to time.

25. Stop Payment

Customers can place in 'stop payment' request with the Bank for any cheques that are missing/ stolen/ not required to be paid. Customer needs to ensure that such stop payment request is made prior to presentment of the cheque to the Bank. Bank will not be liable for any payment made against cheques for which the stop payment request is received by the Bank post the presentment of the cheque to the Bank. Bank may charge the customer for any such stop payment request.

26. Standing Instructions

26.1. The Bank offers its Customer a facility to set fund transfer instructions to the liability account for a defined tenure, amount or any other acceptable condition specified in the standing instructions application form. Customer is required to provide request at any of the Bank's branches for availing of this service.

26.2. Standing instructions are accepted for transferring funds from one account to other account within the Bank or another account in a different bank, to a fixed deposit or recurring deposit accounts and also for Electronic Clearing Services/NACH. If Customer wishes to cancel the fund transfer, Customer should provide in writing requesting removal of instructions. Once the standing instructions are set, these are automated and Bank should not be held liable for any reason including but not only related to insufficient funds for processing payments.

26.3. If standing instructions for servicing loans is dishonoured, this is considered equivalent to cheque return and customer should bear all

necessary charges as specified for respective products. In-cases where standing instructions are continuously/ frequently dishonoured, the Bank has the right to discontinue this facility to the said Customer without prior notification.

27. Miscellaneous

- 27.1. Failure by the Bank to enforce any rights conferred by these T&Cs or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time.
- 27.2. I declare and confirm that I do not have a Basic Savings Bank Deposit (BSBD) Account with any other bank and undertake and agree not to open such account with any other bank until the said account with your Bank is closed.
- 27.3. I agree to execute necessary writings in the form and manner as may be required by the Bank in order to execute my Fax instructions to the Bank.
- 27.4. I agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.
- 27.5. I agree that the Bank will send me communications/letters etc. through courier/messenger/mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising there from.
- 27.6. The Bank shall be entitled at its discretion to engage/avail of, at the risk and cost of the customer, services of any person/third party service provider/agent/agency, for anything required to be done for/in relation to/pursuant to any of the products/services offered, including collections, recovery of dues, enforcement of security, getting or verifying any information of the customer/assets, and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as the Bank may deem fit.
- 27.7. The Bank shall have the right, without notice to or without any consent of the customer, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, customer's employer/family members, any other person related to the customer, to obtain any information for assessing track record, credit risk, or for establishing contact with the customer or for the purpose of recovery of dues from the customer.
- 27.8. The Bank reserves the right to record telephonic conversations with customers for quality control purposes.
- 27.9. I agree that notwithstanding the documentation and account opening form provided, the Bank reserves the right to accept / reject my application. The Bank's decision in this regard would be final.
- 27.10. I hereby authorize and give consent to the Bank to view / collect /download my Annual Tax Credit Statement / Form 26 AS / TDS Certificate from TDS Reconciliation Analysis and Correction enabling system- the website of Income Tax Department/ NSDL/any other website by using my Permanent Account Number (PAN), Date of Birth and other demographic details available with the Bank.
- 27.11. I understand that my personal details / credentials in all the existing relationships (if any) with the Bank are updated as per the information provided by me in the latest account opening form.

- 27.12. State of GSTIN and state mentioned in communication address should be the same for correct invoicing. In case of a difference, the communication address is to be modified accordingly before submission of GSTIN details. The determination of the location of supplier of service is the sole responsibility of the Bank and would be determined basis applicable tax laws.

28. Accuracy of information

I shall provide such information as the Bank may from time-to-time reasonably request for the purposes of providing the services. I admit that it is my responsibility for the correctness of information supplied to the Bank through the use of internet / mobile banking services or through any other means such as electronic mail or written communication. I admit that the Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by me/us. If I suspect that there is an error in the information supplied to the Bank by me, I shall advise the Bank at the earliest. The Bank will endeavour to correct the error wherever possible on a 'best efforts' basis.

29. Notices

- 29.1. The Bank and the Customer may give notices under these terms:
1.By E-mail 2. By delivering written communications by hand or by sending them by post to the last address given by the Customer and in the case of the Bank to the below mentioned address.
Unity Small Finance Bank Limited
Centrum House, Level 7, CST Road, Vidyanagari Marg, Kalina, Mumbai 400098
In addition, the Bank may also publish notices of general nature on its Website/Mobile Application, which are applicable to all Customers. Such notices shall have the same effect as a notice served individually to each Customer.
- 29.2. I agree that any change in my account status or change of address will be immediately informed to the Bank failing which I shall be responsible for any non-receipt of communication/deliverables or the same being delivered at my old address.

30. Grievances

Should I have any complaint relating to the features of any of the products/services of the Bank that I hold/avail of, I am aware that I can approach the Grievance Redressal Cell within the Bank at the address stated above, for a resolution and that I can refer to the Grievance Redressal Policy of the Bank displayed on its website/ branches.

31. Governing Law and Jurisdiction

These T&Cs and/or the operations in the accounts of the customer maintained by the Bank and/or the use of the services provided by the Bank shall be governed by the laws of the Republic of India and no other nation. The customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these T&Cs. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.