



Utkarsh Small Finance Bank

Terms and Conditions for Video KYC (V-KYC)

These terms and conditions for Video KYC process (“Terms”) apply to and regulate the operation of Video KYC process offered by Utkarsh Small finance Bank Ltd. (“the Bank”) and govern the general relationship between the Customer (defined below) and the Utkarsh Small finance Bank Ltd., having its registered office at: Utkarsh Tower, NH -31(Airport Road), Sehmalpur, Kazi Sarai, Harhua Varanasi – 221105, Uttar Pradesh, India.

These terms shall be in addition to any other terms as stipulated by Utkarsh Small Finance Bank Ltd. from time to time on its website (defined below) whether pertaining to the Product/Facility (defined below) or in relation to other services or offers provided by Utkarsh Small Finance Bank Ltd

Further, in case of inconsistency between the Terms and any specific term and condition pertaining to a specific Product/Facility, the specific term and condition of that particular Product/Facility shall prevail.

1. Definitions:

1.1 In these Terms applicable to the Video based KYC process the following words and phrases shall have the meaning stated hereunder unless indicated otherwise:

- i. “Customer” shall mean a Resident Indian individual applicant who applies for any Product/Facility (defined below) with Utkarsh Small Finance Bank Ltd. subject to such Product/Facility specific terms and conditions as may be specified by Utkarsh Small finance Bank Ltd. from time to time.
- ii. “KYC” shall mean the ‘Know Your Customer’ process to be completed by Utkarsh Small finance Bank Ltd. as per extant regulations.
- iii. “Product/ Facility” shall mean any Utkarsh Small finance Bank’s product or facility that the Customer has applied/requested for and in respect of which the Customer has consented to complete the KYC through the Video KYC process.
- iv. “Video KYC process” shall mean the process of KYC verification conducted through a video call feature supported by Utkarsh Small Finance Bank Ltd. in line with extant regulations and Utkarsh Small Finance Bank’s policy.
- v. “Primary Terms and Conditions” shall mean the terms applicable to the Product/Facility being availed by the Customer.
- vi. “Website” shall mean Bank’s website www.utkarsh.bank.com .

2. Interpretation:

- i. All references to singular include plural and vice-a-versa and the word "includes" should be construed as "without limitation".
- ii. Words importing any gender include the other gender.
- iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.

Reference to any “law or legislation, regulation, rule” shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or a published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.

3. Applicability of the Terms:

3.1. These Terms and primary Terms and Conditions form the express contract between the Customer and Utkarsh Small Finance Bank Ltd. The Customer shall apply to Utkarsh Small Finance Bank Ltd. in the prescribed form for the Product/Facility. By applying, the Customer acknowledges that he has read, understood and accepted these Terms and the primary Terms and Conditions as applicable.

4. General Terms for Video KYC process:

4.1. Requirements for availing of Video KYC feature:

- i. Video KYC process is available only for Customers who are physically present in India and if the same can be confirmed through their live location through geo- tagging and shall be accessible only during the working hours defined by Utkarsh Small Finance Bank;
- ii. Video KYC process shall not be available during Bank holidays and National holidays;
- iii. Video KYC process 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 Video KYC process to avoid any inconvenience.

4.2 On opting for Video KYC process, a two-way video call will be initiated between the Customer and Utkarsh Small Finance Bank’s official to start the Video KYC process.

4.3 As a part of Video KYC process, the Customer shall be required to verify their identity by answering certain questions asked by Utkarsh Small Finance Bank officials through a video call. By proceeding with the video call, the Customer accepts the Terms herein.

4.4 The Customer shall be required to co-operate with Utkarsh Small Finance Bank’s officials in every manner and provide all such relevant information/data/documents including but not limited to allowing Utkarsh Small Finance Bank’s 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 Video KYC process as and when requested by Utkarsh Small Finance Bank’s officials. The Customer agrees and consents to co-operate and provide all such relevant data/documents, etc. for

the purpose of Video KYC process.

4.4 The Customer authorizes Utkarsh Small Finance Bank Ltd. to collect/store/verify/process any and all information/details received through the Video KYC process including but not limited to the video call itself, information received from documents/information captured/shared through the video call.

4.5 In case the documents shown and verified by Utkarsh Small Finance Bank's officials over a video call do not comply with the Utkarsh Small Finance 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. Customers need to follow the offline KYC process to complete their KYC verification process in such case for completion of the Product/Facility application request.

4.6 The Customer agrees and understands that the image of the signature crop provided by the Customer shall be updated in Utkarsh Small Finance Bank's records as the Customer's specimen signature.

4.7 Customers who have opted for Video KYC process 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:

i. Call drop due to network/internet issues at the Customer's or Utkarsh Small Finance Bank's end;
or

ii. Documents matching criteria is not fulfilled or

iii. Bank official is unable to capture the screenshot of Customer's photo or any document or

iv. Customer is not ready to co-operate with Bank officials or

v. Signature process is incomplete or

vi. Location outside India, face mismatch, poor quality uploaded documents or

vii. For any other reason at the discretion of Utkarsh Small Finance Bank Ltd.

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.

4.8 The Customer understands that the Video KYC process is subject to the availability of Utkarsh Small finance Bank officials to conduct such Video KYC, and technical stipulations including but not limited to those arising due to any delay, interruption, suspension, resolution or error of Utkarsh Small finance Bank Ltd. 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 Utkarsh Small Finance 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 Video KYC process.

5. Acceptance of Terms and Conditions:

5.1 By accepting these terms and conditions in the digital journey of the Video KYC process, the Customer shall be deemed to have accorded his approval/consent to (i) complete the KYC verification for the Product/Facility application through Video KYC process (ii) the consents, authorisations, declarations and undertakings, etc. mentioned therein.

6. Miscellaneous:

6.1 Customer acknowledges, understands that due to operational or technical requirements Bank may share the personal information, documents, data and information procured from Customer to its authorized third party service provider and Customer provides explicit consent to Bank for the same.

6.2 Customer agrees that all costs incurred at the Customer's end (technical/data plan related or otherwise) for completing the Video KYC process shall be borne by the Customer solely.

6.3 The Customer agrees that Utkarsh Small Finance Bank Ltd. shall not be liable for any connectivity/signal/data related issues leading to incomplete information/application being provided by the Customer.

6.4 In case the Video based KYC process is not completed/submitted for any reason whatsoever, Utkarsh Small Finance Bank Ltd. may contact the Customer for completing offline KYC.

6.5 Customer hereby agrees to indemnify, defend and hold harmless Utkarsh Small Finance Bank Ltd. from and against any and all liability, loss that may occur, arise from reliance by Utkarsh Small finance Bank Ltd. on the information, declarations, documents, images and undertakings, etc. provided by the Customer (on account of them being fake/incorrect/erroneous), the usage of online/offline mode for the Product/Facility application including the details provided basis this Video KYC process or breach, non-performance or inadequate performance by the Customer of any of these Terms, Primary Terms and Conditions or the acts, errors, representations, misrepresentations

misconduct or negligence of the Customer in performance of its obligations.

6.6 In case of any inconsistency/inaccuracy/non-completion of any formalities in the Video KYC process or for any other reason whatsoever, Utkarsh Small Finance Bank Ltd. may contact the Customer for offline completion of KYC. The Customer agrees and confirms that Utkarsh Small Finance Bank Ltd. shall at its sole discretion reject the Product/Facility application for any reason whatsoever including but not limited reasons attributable to erroneous, incomplete, misleading information or non-adherence with the relevant norms/non submission of KYC documents to Utkarsh Small Finance Bank Ltd. or upon any notice/directions received from any other regulatory body.

6.7 The Bank reserves the right, at any time and from time to time, with or without notice, to cancel, withdraw, suspend, vary, change, add to or supplement the Video KYC process and facilities offered to Customers hereunder.

6.8 The Bank does not offer Digital Accounts to certain set of customers (persons operating with thumb impression, sick/incapacitated customers or any other persons whom the Bank feels may require additional controls/diligence to safeguard Bank/customer interest). Customer may visit our branch to select other products available. If it is detected that the ineligible persons have opened the Digital Accounts, Bank reserves the right to offer another account and close this Digital account and offer another account as per Bank's norms.

7. Change of Terms:

7.1 Utkarsh Small Finance Bank Ltd. shall have the absolute discretion to amend or supplement any of these Terms at any time. Utkarsh Small Finance Bank Ltd. may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by UTKARSH SMALL FINANCE BANK.

8. Limitation of Liability

8.1 Neither Utkarsh Small Finance Bank Ltd nor its employees shall be responsible or liable in any way for any direct or consequential loss suffered by the Customer or any third party or towards any claims that may arise due to the rejections of the Product/Facility application due to the Video KYC process availed by the Customer.

8.2 Utkarsh Small Finance Bank Ltd. shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer or a third party howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

8.3 Under no circumstances shall the Bank be liable to the Customer or a third party for any indirect, incidental, consequential, special or exemplary loss or damages in connection with the Video KYC process.

9. Force Majeure:

9.1 Utkarsh Small finance Bank Ltd. shall not be liable for any losses caused by its inability or delay in providing the Video KYC process or fulfilling any of Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on convertibility, transferability, requisitions, hacking, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoit, accident, hacking, technical fault including problems related to computers, accessories, software, printers, fax machines, internet, telephone system and such related hardware and software beyond the control of Utkarsh Small Finance Bank Ltd, breach of trust by any authorised persons, flood, epidemic/pandemic, fire, earthquake, act of God, act of any Government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on account of any other restriction or requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged to provide any service or facility or perform any of its obligations hereunder during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

10. Governing Law:

10.1 The laws of India shall govern these Terms. The Customer hereby agrees that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Utkarsh Small Finance Bank Ltd. may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.