Terms and Conditions on BOC META banking – WhatsApp Channel

These BOC WhatsApp Banking terms and conditions are applicable to the Users of services on WhatsApp provided by Bank of Ceylon ("Bank") who are eligible for banking services and shall be deemed to include any amendments/ changes/ modifications thereto from time to time by the Bank ("Terms and Conditions"). These Terms and Conditions will be in addition and not in diminishment to the terms and conditions relating to any Account held by the User in the Bank and/or the respective product/s or the service/s provided by the Bank.

1. DEFINITIONS AND INTERPRETATION

"**Account**" shall mean to the individual saving and/or current account and/or fixed deposit account /or loan account and/or credit cards or any other type of account held by the Customer with the Bank.

"**Account related Services**" shall mean the providing of information in relation to the Account of the Bank's Customer such as balance enquiry, account mini statements, etc., which may be enabled by the Bank, from time to time, at its sole discretion

"**Bank**" shall mean Bank of Ceylon

"**Bank Registered Number**" is the authorized number of the Bank, registered with WhatsApp for the purposes of providing the Services

"**Customer**" shall mean any person holding an Account with the Bank.

"**Customer's Registered Number**" is the mobile number which the Customer has registered with the Bank.

"**Device**" means a computer, laptop, mobile phone, tablet or any other similar device that enables the User to access WhatsApp and avail the Services.

"**Service(s)**" shall mean the One Way Communication and Two-Way Communication services provided by the Bank by itself or through any of its service providers, to a User on WhatsApp.

One Way Communication" shall mean the service provided by the Bank to the Customers on WhatsApp where the Banks sends its Customer One-Way Message through WhatsApp registered mobile number of the bank in the nature of information, alerts, updates, marketing contents in relation to the Customer's profile and such other communications as the Bank may enable from time to time, at its discretion.

"**Two Way Communication**" shall mean the service provided by the Bank to the Users on WhatsApp where the User can communicate with the Bank by sending it messages in the form of making requests, seeking information, asking queries etc. to the Bank on the Bank Registered Number and where the Bank responds to such messages. Non-Customers will be provided limited services such as instant account opening, locate branch/ATM etc.; However, this service and the

Bank's responses shall be limited only to such queries, information, requests etc. as may be determined by the Bank from time to time, at its sole discretion.

"**User**" shall mean a Customer of the Bank or any other person interacting with the Bank on WhatsApp using the Bank Registered Number / using the Services provided by the Bank through WhatsApp.

"**User Information**" refers to the personal data or information or such other data or information including any sensitive personal data in relation to the User such as information in relation to the account balance of the User, shared by the User or provided to the User by the Bank or collected or obtained from the User or from WhatsApp or from any such source in the course of the User availing the Services hereunder.

"**WhatsApp**" shall mean the application provided by WhatsApp Inc.

INTERPRETATION

The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation of this Agreement.

Any reference to the gender includes the other gender.

The terms "including," "includes," "include" shall be construed broadly as if followed by the words "without limitation."

2. ELIGIBILITY FOR USING THE SERVICES

The User hereby agrees and undertakes that he shall use the Services only if he is an individual who is a major, of sound mind, solvent and competent to contract. User shall be a Bank of Ceylon Customer or Non Customer

Non-Customers will be provided limited services such as Rates, General Information, Remittance tracker, nearest BOC Branch/ATM etc.;

3. REGISTRATION AND ACTIVATION

3.1 The User shall apply to the Bank for the Service/s by saving the Bank's WhatsApp number in User's contacts or scanning the Quick Response (QR) code or any other method that the bank may introduce from time to time.

3.2 For availing the service, the User shall agree and confirm that he has read, understood and accepted

a. BOC WhatsApp Banking Terms and Conditions

b. any other Account/product/service/offer related specific terms and conditions as applicable

c. all terms and conditions prescribed by WhatsApp for using its platform

3.3 The User agrees to provide full/ partial identification information which are required for the registration process.

3.4 The User hereby agrees and grants the expressed authority to the Bank for carrying out the Services requested by the User in this platform on its WhatsApp registered mobile number of the bank.

3.5 The User understands that, the Bank may modify the process for registration of the User, for Two-Way Communication, at any time, at its sole discretion and it is the User's responsibility to follow such procedure as requested by the Bank.

3.6 The User agrees and accepts that the Service subscription obtained will be deemed applicable for all linked accounts/ cards which have the same mobile number and the National Identity Card (NIC) number registered with Bank and upon subscribing to the Services, User agrees that Bank shall share User's registered mobile number and name as available in Bank official records with WhatsApp.

4. BINDING NATURE OF THE TERMS AND CONDITIONS

4.1 The User hereby accepts and agrees that all Services and communications taking place on this platform, initiated either by the Bank or the User, will be governed by and subject to the BOC WhatsApp Banking Terms and Conditions.

4.2 The User further understands that these Terms and Conditions and other specific Terms and Conditions, may be updated from time to time at the discretion of the Bank and it is the User's sole responsibility to be updated of the same and further accept and agree to be bound by such Terms and Conditions.

4.3 The User agrees that by using the Service, One Way Communication and Two Way Communication, sending any communication/ message to the Bank Registered Number on WhatsApp, completing the registration process as provided in the above, accepting these Terms and Conditions, the User shall be deemed to have read, understood and irrevocably and unconditionally accepted and agreed to all these Terms and Conditions and such Terms and Conditions shall be binding on the User in the same manner as if the User has agreed to the same in writing

5. SERVICES

5.1 The User agrees and accepts the reserving the right by the Bank to allow the user for the Services from time to time, at its discretion.

5.2 The Bank shall not be required to authenticate the Customer or User, if any request for the Services comes on WhatsApp to the Bank Registered Number, and in case of a Customer, if the number reflected in the requestor's mobile is a Customer's Registered Number, the Bank shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other User the Bank shall be entitled to presume that the number reflected in the WhatsApp profile is the User's number and it is the User itself and not any other person who is interacting with the Bank Registered Number.

5.3 The User accepts that the Bank may notify regarding the availability/non availability of any particular Service, at its sole discretion.

5.4 The User hereby agrees that the Bank may at any time, without notice to the User, modify, discontinue or make additions/deletions to the Services offered to the User.

5.5 The User agrees that he shall not hold the Bank responsible for not responding to the queries of/ information sought by the User or not providing a response to the satisfaction of the User or not processing any request of the User, in case such a message sent by the User in case the Bank does not receive an instruction to this effect in its systems or the message sent by the User is not in the format as required by the Bank or does not fall under the Services being offered by the Bank at the time or the Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever.

5.6 The User agrees and is aware that it may not be possible for the Bank to give detailed information through the Service/functionalities.

5.7 Where the Bank considers that the instructions received via this platform, to be inconsistent or contradictory with any past instructions or any simultaneous instructions provided by the User to the Bank through other channels provided by the Bank, it may seek clarification from the User before acting on any instruction of the User or act upon any such instruction as it may deem fit. The Bank shall have the right to suspend the Services if Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the customer.

5.8 If the Bank permits any Service like account transaction to the User, the User agrees and accepts that such a Service shall be subject to statutory/ regulatory limits and/or any limits that may be imposed by the Bank, from time to time, at its sole discretion.

5.9 All the Services, provided to the User are subject to applicable laws and the rules, regulations, notifications, circulars and guidelines introduced, imposed or amended from time to time by the Bank and/or any regulatory/ statutory/ governmental authority.

5.10 The User shall provide the Bank with the information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank.

Further, that all instructions relating to the Services will be issued satisfactory to the Bank in form and content.

5.11 The User agrees that Account Related Services including in relation card, loan etc. (at the discretion of the Bank) shall be provided to the Customers through WhatsApp platform only to a WhatsApp account associated with the Customer's Registered Number.

5.12 The User agrees and accepts that all records of Bank caused by the transactions arising out of use of the Services through the WhatsApp messaging platform, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The User further agrees that the Bank's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

5.13 The User shall not submit or transmit any content through this Service that is:

i. Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
ii. Encourages the commission of a crime or violation of any law;
iii. Violates any law in Sri Lanka and/or the jurisdiction in which User reside;
iv. Infringes the intellectual or copyrights of a third party; or
v. Constitutes confidential information and/or personal or sensitive information/ data belonging to the User or to any other person.

5.14 The Bank reserves the right to remove or otherwise delete any content or submissions made by the User that violates the Bank's internal rules or which are inappropriate, as per the Bank's sole discretion, without undertaking any liability in relation to the same or giving any prior warning and/or intimation to the User.

5.15 The responses sent by the Bank on WhatsApp channel is based on a program running at back-end. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any answers that the User may not find satisfactory or for any inaccuracies arising therefrom, the Bank shall not be held responsible. The User may call BOC Contact Center or any BOC Branch in case of any clarifications.

5.16 The User agrees that if he notices any error in any information supplied to the User through any of the Services, the User shall inform the Bank of the same, as soon as possible. The Bank will endeavor to correct the error promptly. The User agrees that all outputs of statements that may appear on WhatsApp, upon making a request to that effect, are information extracted from a computerized system maintained by the Bank and may not be continuously maintained or be updated in real-time. The Bank shall provide the information as may be last updated on the systems of the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error and shall not hold the Bank responsible for any loss incurred or action taken by the User by relying on such information.

5.17 The User agrees that he is responsible for the accuracy of information supplied to the Bank in the course of availing the Services. The Bank accepts no liability for the consequences arising out of false or erroneous information supplied by the User.

5.18 The User agrees that Bank and/or its affiliates may hold and process the User's personal information concerning the account/s on computer or otherwise in connection with the WhatsApp facility as well as for analysis, credit scoring and marketing. The User agrees and consents that the Bank may collect, store, use and/or disclose User's personal data for the Services as detailed on Bank's Website. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, its service providers, 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, and for fraud prevention.

5.19 The User authorizes the Bank to collect and use technical information about the equipment and related software, hardware and peripherals and any data and information stored in the equipment, whether internet-based or wireless, to improve Bank's products and to provide services to the Users.

5.20 The Bank does not make any representation or warranty that the Services will be available at all times without any interruption and that the Bank shall not be responsible for any variation, reduction or imposition of the terms or the User's inability to use WhatsApp for any reason whatsoever.

5.21 The User agrees that the Bank may advise from time to time the versions of the operating systems on the Devices which are required for availing the Services and/or registration of the Services. There will be no obligation on the Bank to support all the versions of the operating systems. The User agrees that the User shall be responsible for upgrading any software, hardware and the operating system at his cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc. from time to time and shall be under no obligation to support the software, hardware, operating systems used by the User and that the same shall be the User's sole responsibility to be able to continue his use of the Services.

5.22 The User shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided in BOC Meta banking.

5.23 The Bank shall have no obligation to authenticate the User or to verify the identity of any User once the registration for Service is made or once it receives any request/ communication to its Bank Registered Number from any WhatsApp User through WhatsApp. The Bank shall not be responsible or liable to User or any third party for the consequences arising out of or in connection with availing of this Service.

5.24 The User agrees that he shall not have any claim against the Bank on account of any suspension, interruption, non-availability or malfunctioning of the Service including due to any link/mobile/system failure at the Bank's end for any reason thereof.

5.25 By subscribing to Services on WhatsApp messaging platform, the Customer agrees to get notifications via WhatsApp including account information, transaction details, and other services/communications. Customer also agrees to receive notifications including offers, new product features, any other important notification sent by Bank time to time etc. on the registered mobile number of the customer via WhatsApp.

5.26 The User acknowledges that

(a) the Bank will not be responsible for any mobile operator or Internet service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting User's access to the WhatsApp Banking Channel; and

(b) User's mobile network operator (cellphone service provider) or internet service provider may charge the User for accessing and using the WhatsApp Banking Channel via a mobile network or Wi-Fi connection, and that the User is solely responsible for such charges.

5.27 The User agrees that the WhatsApp registered mobile number of the bank on the WhatsApp messaging platform cannot be used for grievance redressal or reporting fraud as of now, Bank will have no liability on reporting of such incidents received through WhatsApp.

5.28 The User agrees that the Bank shall be entitled to withdraw/ discontinue/ suspend/ disallow the use of any of the Services at any time, at its sole and absolute discretion without need for any permission from or notice to the User.

6. AUTHORITY TO THE BANK

6.1 The User hereby agrees that the User grants express authority to the Bank for carrying out the Services requested by the User on WhatsApp on its Bank Registered Number.

6.2 The User irrevocably and unconditionally authorizes the Bank to access all his account/s for effecting banking or other transactions for the Service requests received through the WhatsApp messaging platform and to share the account information with any third parties for the purpose of accepting/ executing such Service requests of the Customers.

6.3 The User accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of Bank (and its affiliates) or its service providers.

7. SECURITY

7.1 The User shall not share any personal identification/account related sensitive personal information such as account number, password, PIN, OTP, etc. in the platform.

7.2 The User is responsible for keeping security safeguard of his Device and his account on WhatsApp linked to his registered mobile number.

7.3 The User understands that his Device is vulnerable to the threats such as but not limited to unauthorized (i) access by intruders to the data/information contained on such Device; (ii) identity theft; (iii) privacy violations; (iv) planting of stealth software, malware, viruses etc.; (v) disablement or distortion of operations; (vi) interception of the transmission of encrypted data/message etc. The Bank shall not be responsible or liable to User or any third party for the consequences arising out of or in connection with using of this Service. The User shall immediately opt-out of the Services by de-registering as per process notified by Bank.

7.4 The User undertakes to ensure that the User shall not reveal his password for the devices to any third-party including employees of the Bank. The User shall be solely responsible for all the communication exchanged between the User and the Bank while utilizing these Services.

7.5 The User hereby unconditionally and irrevocably agrees and accepts that he must:

i. keep the passwords to his Device fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person;
ii. not record the password to his Device in a written or electronic form;
iii. not let any unauthorized person have access to his Device or leave his Device unattended while accessing his WhatsApp;
iv. put in place a passcode or password or PIN or a security key of similar nature to lock/ restrict access to his Device and secure it from any unauthorized access and not share such passcode/ password/ PIN/ security key with any other person;

7.6 The User agrees that the Bank assumes no liability whatsoever in case of any event of compromise of the User's WhatsApp account, the Bank shall not be held responsible for any such event. Further, the User agrees and understands that WhatsApp can also be logged in more than one device at the same time, including by using web log in and the User is aware of the risk in this regard while availing the Services such as compromise of User Information, breach of security of the User's WhatsApp account from a device other than the Users etc. and the User undertakes to be vigilant and careful and take full responsibility for the security of his WhatsApp account.

7.7 The User agrees that he shall be liable for all loss from unauthorized uses of his WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these Terms and Conditions or if he has in any way contributed or caused the loss by negligent actions.

7.8 The Bank shall not be responsible or liable to User or any third party for the consequences arising out of or in connection with using of this Service.

7.9 It is recommended for User who has subscribed to this WhatsApp Banking service to delete WhatsApp chat history frequently and unsubscribe WhatsApp banking service when changing their device so as to ensure there is no misuse of the same.

7.10 User can contact the Bank Contact center via 011 220 4444 or 1975 and deactivate his/her subscription of BOC META banking service.

8. RISK

The User hereby acknowledges that he/she is availing the Service(s) at his own risk and the User shall not hold the Bank responsible or liable for any of the risks due to any failure on the part of the User and/or for any loss or damage incurred or suffered due to any error, defect, failure or interruption of the service and/or any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic instructions or any mistake, omission or error in transmission or delivery thereof.

9. OTHER

9.1 The User further agrees that he shall hold the Bank harmless against any loss, damages, etc. that may be incurred or suffered by him, if the information contained in the above said outputs turns out to be inaccurate/incorrect.

9.2 The Bank shall under no circumstance be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

9.3 The Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of Services/facility/s due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems.

9.4 Under no circumstances Bank shall, or its officials, employees, be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of,

or inability to use, this service or for receipt of any answer provided by Bank program running at the back-end.

9.5 The Bank does not validate and is not accountable for any ads, content, products, advice, opinions, recommendations or other material of third-party sites and/or applications that may be promoted via advertising within any social media properties.

10. MONEY LAUNDERING AND OTHER FINANCIAL CRIMES

10.1 The User agrees and accepts that, in compliance with the laws relating to anti-money laundering counter-terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements by the Bank is entitled, initially and on an ongoing basis, to screen, check and process all new Customer and related information; and monitor all information, instructions and transactions made by and on the User's behalf.

10.2 When the Bank performs these activities, there may be a delay in carrying out the User's instructions or transactions. The transaction may be declined, prohibited or limited in some way. The Bank may even be compelled to end the business relationship with the User.

10.3 The User hereby expressly consents to and authorizes the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake to share and disclose the User Information to service providers, consultants, credit information companies, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank.

11. INDEMNITY

11.1 The User shall agree to indemnify, defend and hold harmless the Bank and its directors, officers, agents, employees and other applicable third parties ("Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorney's fees, and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from the actions of the User including:

a. Any breach or non-compliance of any term of these Terms and Conditions or any of the laws, rules, regulations, circulars and notifications issued by Regulators, etc. by User.

b. Breach of any of the terms, conditions, statements, undertakings representations and warranties of these Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time,

c. Any dispute or litigation caused by the User actions or omissions.

d. Any negligence or violation or alleged violation of any law or rights of a third party

12. LIABILITY OF THE USER

User shall be liable for all loss from unauthorized uses of his WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these Terms and Conditions or if he has in any way contributed or caused the loss by negligent actions including the following:

i. Keeping a written or electronic record of the User's Device password;

ii. Disclosing or failing to take all reasonable steps to prevent disclosure of the User's WhatsApp and/or QR code and/or failing to advise the Bank of such disclosure within reasonable time.

iii. Losing the SIM card on which the User's WhatsApp is registered;

iv. Transferring the SIM card on which the User's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device.

v. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his WhatsApp

13. DISCLAIMER OF LIABILITY

13.1 The User agrees that under no circumstances whatsoever shall the Bank be responsible to the User for any incidental, special, consequential, or indirect damages of any kind whatsoever if:

i. the User has breached any of the terms and conditions, contained herein or

ii. the User has contributed to or the loss is occurred as result of failure/negligence/omission on part of the User; or

iii. as a result of failure on part of the User to advise Bank of loss/change in or termination of the Customer's registered mobile number.

13.2 The Bank shall have no liability in case of any fraud or impersonation incidents through this platform.

14. THIRD PARTY

14.1 WhatsApp is owned by a third-party unaffiliated with Bank. The User shall independently be guided by the privacy policies relating to WhatsApp and the third parties or group companies of WhatsApp and the Bank has no control over them. Bank is not responsible for the privacy or security policies at these sites or other third-party sites that may be linked to within the Bank's social media channels. The User shall always adhere to the privacy and security practices and policies of each third-party site the User visits. The Bank does not endorse and is not responsible for any ads, content, products, advice, opinions, recommendations or other material of third-party sites that may be promoted via advertising within any social media channels.

14.2 The User further understands and agrees that WhatsApp or any other service provider through which the Bank is providing the WhatsApp facility can review and monitor, store the contents shared/communicated through the WhatsApp or other service provider(s) and may share the same with third parties.

Hence, the Bank strongly recommends that User shall:

i. Never share sensitive details such as user credentials, full account number and card number etc., via WhatsApp messages/ through the WhatsApp facility.
ii. Acknowledge that the Bank will not send messages of Bank's own accord this way and will only respond to the messages sent to us except for any important communication and awareness messages.
iii. Not to contact us through the WhatsApp channel for any account details, complaints, grievances or similar important matters.

15. TERMINATION

15.1 The User may request for de-registration/ un-subscription of the Services at any time by following the process as may be prescribed by the Bank from time to time. However, for this to come into effect, it may take such time as may be required by the Bank.

15.2 The User agrees that he will remain responsible for any requests made/ messages sent to the Bank using the Services prior to the time such cancellation of the Services is effected by the Bank.

15.3 The Bank will be at liberty to discontinue/ suspend/ terminate the User's use of the Services at any time without assigning any reason whatsoever.

15.4 The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.

16. NOTICES

16.1 The Bank and the User may give notices under these Terms and Conditions electronically to the mailbox of either Party, in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to the address mentioned herein below:
No.01, BOC Square, Bank of Ceylon Mawaththa, Colombo.01, Sri Lanka.
……

16.2 In addition, the Bank may also publish notices of general nature from time to time, through any medium of communication as may be decided by the Bank including publishing on the Bank Website. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

17. DISPUTE RESOLUTION AND COMPLAINT PROCEDURE

If the User has a dispute or desires to make any complaint about the use of the WhatsApp Banking Channel or these Terms and Conditions, please use the following link "Tell Us Online"

18. GOVERNING LAW AND THE JURISDICTION

These Terms and Conditions and/or the use of the Services provided through WhatsApp shall be governed by the laws of Sri Lanka. The User agree to submit to the exclusive jurisdiction of the Courts located in Colombo, Sri Lanka as regards any claims or matters arising under these Terms and Conditions.

I acknowledge that I have read and understood the BOC WhatsApp Banking Terms and Conditions and I agree to be legally bound by and to comply with all the terms and conditions of this Agreement, including any supplements thereto and all specifications and other documents referred to in this Agreement.

If you do not agree with any of these terms and conditions, please select the "Decline"