

**Terms and Conditions for communication through WhatsApp messenger**  
(the “terms and conditions”)

By Opting-in/ accepting the terms and conditions, you (the “User”) give consent to Swaminatham Finsoro (SF/ We/ Us) and its partners to communicate with you on WhatsApp for all its transactional and promotional messages/ communication needs (“WhatsApp/ Service/ Facility”). We will store your details responsibly and use it to enrich your experience with Us.

- You are subscribing to the WhatsApp/ Service/ Facility and participating in engaging with us using WhatsApp channel. Subscribing to the WhatsApp/ Service/ Facility will be taken as your explicit consent to receive communication from Us on WhatsApp.
- You can unsubscribe to the WhatsApp/ Service/ Facility at any time by sending ‘STOP’ to our official WhatsApp number post which any messages will not be sent. This unsubscription will be applicable for all linked accounts which have the same registered mobile number.
- The User should not share any personal identification/account related sensitive personal information such as account number, password, PIN, OTP, etc. on the WhatsApp/ Service/ Facility.
- Subscription obtained will be deemed applicable for all linked accounts which have the same mobile number registered with SF
- Upon subscribing to the WhatsApp/ Service/ Facility, User agrees that SF shall share User’s registered mobile number and name as available in SF official records with WhatsApp
- You may continue to receive SMS/ email alerts for selected communications.
- In case of lost/ stolen phone/ device, to stop receiving WhatsApp messages on the lost device, User has to send ‘STOP’ keyword to SF’s official WhatsApp profile
- User shall ensure appropriate network connection. Receipt of messages by User shall be subject to the network connection and SF shall not be held responsible for any delay or non-receipt of the responses from SF due to non-compatibility of device, internet usage plans, insufficient network connection from service provider or any other reason whatsoever.
- It is advisable to User/s who has subscribed to WhatsApp/ Service/ Facility to delete WhatsApp when changing their device.
- You shall not submit or transmit any content through the WhatsApp/ Service/ Facility that is: unethical and/or immoral.
- User unconditionally and irrevocably agrees to the following:
  - That all the WhatsApp/ Service/ Facility provided are subject to applicable law and the rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by the RBI and/or any regulatory/ statutory/ governmental authority.
  - That the User shall provide SF with such information and/or assistance as is required for the performance of the WhatsApp/ Service/ Facility.
  - That the User shall not submit or transmit any content through the WhatsApp/ Service/ Facility i.e.:
    - obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
    - that encourages the commission of a crime or violation of any law;
    - that violates any laws in India and/or the jurisdiction in which you reside;
    - that infringes the intellectual property rights of a third party.
- The User understands that using WhatsApp application may carry extra risks and may not be secured. Further any message and information exchanged is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. SF shall not be responsible or liable to the User or any third party for the consequences arising out of or in connection with any fraud or impersonation incidents through WhatsApp application.
- The User understands that his device is vulnerable to the threats such as but not limited to:
  - unauthorized access by intruders to the data/information contained on such device;
  - identity theft;
  - privacy violations;

- planting of stealth software, malware, viruses etc.;
- disablement or distortion of operations;
- interception of the transmission of encrypted data/ message etc.

The User is responsible for maintaining the security and safeguarding of his account on WhatsApp application as well as the registered mobile number and linked device (s).

- The User hereby unconditionally and irrevocably understands and agrees that he must:
  - 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;
  - commit the password to memory and not record any of them in a written or electronic form;
  - not let any unauthorized person have access to his device or leave his device unattended while accessing WhatsApp;
  - 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;
  - not remove the restrictions that may be imposed by the device provider on the device;
  - take adequate precautions from any ransomware, malware, virus or any other security threat from entering the device, including installing adequate anti-virus protection.
  - The User hereby agrees and accepts that he shall at all times be solely responsible for the protection and safe custody of his SIM card, device and the applications installed thereon, specifically WhatsApp, login ids, User Information, security details and passwords as mentioned hereinabove and hereby fully agrees that SF shall in no manner be liable for any direct or indirect or consequential or other loss occurring out of any action or omission because of compromise of the same.
- The User agrees that he/she understands the risks of losing his/her SIM card or transferring his/her SIM card to another device. Further the User understands the risks of compromise of his/her QR code and the implications that it may have on his/her WhatsApp, including access by a third party to the User's WhatsApp application and the WhatsApp/ Service/ Facility. The User agrees that SF assumes no liability whatsoever in case of any event of such compromise of the User's WhatsApp application and SF shall not be held responsible for any such event. Further, the User agrees and understands that WhatsApp application can also be logged on 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 WhatsApp/ Service/ Facility 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 takes full responsibility for the security of his/her WhatsApp account. SF shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using of the WhatsApp/ Service/ Facility. The User also agrees and accepts that any person having access to any such email/ phone number/ authentication form factor/User's registered mobile number, shall be deemed to be duly authorised by the User and acting for and on behalf of the User, with the authority and intention to bind the User irrevocably with any actions pursuant thereto including the acceptance of these terms and conditions.
- The User agrees that all information that may be provided on WhatsApp, upon making a request to that effect, are information extracted from a computerized backup system maintained by SF and may not be continuously updated in real time. SF shall provide the information as may be last updated on the systems of SF. While SF will take all reasonable steps to ensure the accuracy of the information provided, it shall not be liable for any error or held responsible for any loss incurred or action taken by the User by relying on such information.
- SF does not make any representation or warranty that the WhatsApp/ Service/ Facility will be available at all times without any interruption and further that SF shall not be responsible for any variation, reduction or imposition of the terms of use and operation of WhatsApp application or the User's inability to use mobile applications.
- Under no circumstances shall SF, or its agents, affiliated companies, officers, directors, employees, and contractors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that results from the use of, or inability to use the WhatsApp/ Service/ Facility or unavailability of the WhatsApp/ Service/

Facility for reasons not attributable to SF or for receipt of any answer provided by the program running at the back-end.

- SF will use WhatsApp Messenger as an additional channel to communicate with User/s from time to time for selected communications like service, marketing messages and will be free to expand scope of communications from time to time.
- WhatsApp and the Facebook family of companies may use this information to help operate, provide, improve, understand, customize, support, and market their business products, consumer services and their offerings as per the terms and conditions accepted by you at the time of availing WhatsApp Messenger facility in your device.
  - These terms and conditions shall be in addition to any other terms and conditions as stipulated by SF from time to time including on its website (<https://www.swaminatham.com/>) or mobile application whether pertaining to the account or in relation to other products, services, facilities or offers provided by SF.
- Please note the WhatsApp/ Service/ Facility cannot be used for grievance redressal or reporting fraud, and SF will have no liability if such incidents are reported on this channel.
- SF will continue to send messages/alerts on User's device even if the SIM belonging to the registered mobile number has been removed as the phone number will still be registered for the WhatsApp/ Service/ Facility. It is the User's responsibility to install WhatsApp on the mobile phone/ device on which the registered mobile number is being used, in order to correctly receive WhatsApp messages being sent from SF.
- SF reserves the right to, at any stage and at its discretion, without prior notice or assigning any reasons thereof, to add/ alter/ modify/ change or vary all or any of these terms and conditions or to replace it wholly.
- These terms and conditions and/or the use of the WhatsApp/ Service/ Facility provided through WhatsApp shall be governed by the laws of the Republic of India. The User agrees to submit to the exclusive jurisdiction of the Courts located in Chennai, India as regards any claims or matters arising under these terms and conditions. SF accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the WhatsApp/ Service/ Facility may be accessed through the internet by a User in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the use of the WhatsApp/ Service/ Facility.
- User is not bound in any way to obtain this WhatsApp/ Service/ Facility, as acceptance of the WhatsApp/ Service/ Facility is voluntary in nature. Without a User being required to do any further act, he/ she shall be deemed to have expressly read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained herein by ticking/ clicking the "I agree to the terms and conditions" or any similar icon/ tab/ option on the online system/ Website/ portal/ platform of SF as well as by entering the one time password (OTP) sent to the User's registered mobile number and/or any other mode of authentication or registration process prescribed by SF from time to time, and that there is no requirement of User's any other signature or physical signature for the terms and conditions or of the User signing the terms and conditions in physical form. The User hereby expressly acknowledges and confirms that at the time of accepting these terms and conditions as above, the User fulfils the eligibility criteria to utilize the WhatsApp/ Service/ Facility as provided in these terms and conditions.