

TERMS AND CONDITIONS

These terms and conditions are applicable to the Users that avail/ seek to avail of the SMS Banking Services (defined hereinafter) provided thereon by HDFC Bank Limited ("**Bank**") and shall be deemed to include any amendments/ changes/ modifications/ revisions/ restatements thereto from time to time by the Bank ("**Terms and Conditions**").

1. DEFINITIONS AND INTERPRETATION

"**Access Providers**" shall mean any Basic Telephone Service Provider, Cellular Mobile Telephone Service Provider and Unified Access Service Provider that have a license under Section 4 of the Indian Telegraph Act, 1885 with whom the User has entered into an independent agreement/ contract with for availing the telecom services including SMS.

"**Account**" refers to any account held by the User with the Bank or relationship that the User may have with the Bank pursuant to any product/ service/ loans/ facilities availed/ applied for from the Bank or because of usage of any mobile banking application or any other application of the Bank and includes savings account, current account, loan account or demat account held with the Bank, Bank issued cards such as debit cards, credit cards, prepaid cards and corporate cards, deposits held with the Bank, etc.

"**Bank Registered Number**" shall be such mobile number of the Bank designated for the purposes of providing Services as prescribed by the Bank from time to time through its communications such as website etc.,.

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

"**Device**" means a mobile phone/ handset that enables the User to use the Services, together with requisite accessories, equipment attachments and other software including SIM card linked to the Registered Number.

"**One Way Communication**" shall mean the service provided by the Bank to the User on SMS where the Bank sends its User one-way messages i.e. messages without any initiation of communication by the User, through its Registered Number, which may be in the nature of information, alerts, updates, transaction alerts in relation to the Account and such other communications as the Bank may enable from time to time, at its discretion.

"**Other Modes**" shall mean the service provided by the Bank to the Users the Bank may enable the Users to communicate with the Bank, such as by giving a missed call to the Bank Registered Number or through any other modes or mechanisms as may be prescribed by the Bank from time to time, which communications by the User

may be in the form of requests, seeking information, asking queries etc. and where the Bank provides the Services by responding to such requests, etc.

“Privacy Policy” shall have the meaning as ascribed to the term in Clause 14 hereto;

“Registered Number” is the mobile number of the User registered with the Bank.

“Services” or **“SMS Banking Services”** shall have the meaning ascribed to the term in Clause 3 hereto.

“SMS” means a message which is sent through short message service and includes a Multimedia Message which is sent through Multimedia Message Service (MMS).

“Two Way Communication” shall mean the service provided by the Bank to the Users on SMS where the User can communicate with the Bank by sending messages to the Bank Registered Number, which may be in the form of requests, seeking information, asking queries etc. and where the Bank provides the Services by responding to such messages.

“Underlying Product/ Service” shall mean the product or service of the Bank availed/ sought to be availed by the User through the Services.

“User” shall mean a Customer of the Bank or any other person interacting with the Bank on SMS on the Bank Registered Number and/or availing the Services through SMS.

“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 SMS or from any such source in the course of the User availing the Services hereunder.

Reference to the masculine gender in these Terms and Conditions includes reference to the feminine, neuter and vice versa.

2. ELIGIBILITY FOR USING THE SERVICES

The User hereby agrees and undertakes that he shall use the Services only if he fulfils the eligibility as given below and shall otherwise not use the Services:

- (i) The User is an individual;
- (ii) The User is a major;
- (iii) The User is of sound mind, solvent and competent to contract;

- (iv) The User is a resident of India; and
- (v) The User is present within the territory of India at the time of availing of the Services.

3. SMS BANKING SERVICES

- a. SMS Banking Services shall mean any of the following services provided by the Bank, by itself or through any of its service providers, by way of One-Way Communications, Two-Way Communications and/or Other Modes:
 - i) Service of information or details provided by the Bank in response to the Frequently asked questions (FAQs), queries raised by the User or information sought by the User from the Bank in relation to the products/ services offered by the Bank.
 - ii) Service of information or details provided by the Bank including but not limited to awareness messages, alerts, notifications, updates, transaction alerts including in relation to the Account of the User with the Bank.
 - iii) Service of information or details provided by the Bank including but not limited to communication of pre-approved offers, etc. as part of the Bank's marketing program.
 - iv) Service of location based information or details provided by the Bank including but not limited to location of branches, ATMs, branches offering gold loan/ home loan/demat services/ lockers/ cash deposit machines etc.
 - v) Service of information or details provided by the Bank in relation to the Account of the User including but not limited to information such as account balance, recent transactions, account statement, summary of account statement etc.
 - vi) Service provided by the Bank in relation to the Account of the User including but not limited to activation of point of sales machine, blocking of card, PIN generation, account upgrade, change in account variant, etc.
 - vii) Service provided by the Bank by re-directing the User to the relevant platform/page/webpage of the Bank or its service provider wherein the User can avail of any product/ service from the Bank.
 - viii) Any other additional service(s) as may be provided by the Bank, at its sole discretion, from time to time.
- b. The User hereby confirms that the Bank may use artificial intelligence or any other technology, including through one or more service providers, to read and interpret the SMS to the Bank Registered Number and such interpretation of the SMS by the Bank through the use of such artificial intelligence or other technology shall be binding on the User.
- c. The User hereby agrees and confirms that the Services shall be subject to the following:
 - i) The terms and conditions and other requirements as may be applicable to the respective Underlying Product/ Service from time to time;
 - ii) Authentication process as may be prescribed by the Bank from time to time for the respective Underlying Product/ Service;

- iii) Sole discretion of the Bank to approve/ reject any request of the User at any time, without providing any reason for the same;
 - iv) Sanction terms, eligibility criteria, internal checks and parameters and internal processes and policies of the Bank as prescribed by it from time to time; and/or
 - v) Acceptance/ signing of the relevant documents and terms and conditions applicable to the respective Underlying Product/ Service in the form and manner as may be required by the Bank.
- d. The User hereby agrees and confirms that the Bank may, at its sole discretion, add, remove, enable, or disable one or more Service(s) through SMS without notice and without providing any reason or explanation for the same to the User and the Bank shall not be responsible for any loss that the User may suffer for this.
 - e. The User hereby agrees that it shall not forward, share or disseminate any information, links or details provided by the Bank to the User through the Services to any other person or entity.
 - f. The User agrees and accepts that the Bank reserves the right to provide only such Services as the Bank may at its discretion permit from time to time. The Bank may also advise the availability/non-availability of any particular Service, at its sole discretion.
 - g. 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.
 - h. The Bank will have no liability in case of any fraud or impersonation incidents through SMS.
 - i. In case the Bank permits any Service in the nature of a transaction, the User agrees 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.
 - j. The User hereby agrees that the Bank may provide any of the Services requested by the User on SMS to the User's registered email address as may be feasible to the Bank, at the discretion of the Bank.
 - k. The User hereby agrees that if the User uses Other Modes for requesting the Services, the User agrees that the Bank may provide the Services to the Bank through SMS or through the User's registered email address as may be feasible to the Bank, at the discretion of the Bank.

4. REGISTRATION AND USER AUTHENTICATION

The User hereby agrees that by completing the registration process prescribed by the Bank for the Services and by agreeing to these Terms and Conditions, the User agrees to avail of the Services in the form of One-Way Communication, Two-Way Communication and Other Modes from the Bank. The User hereby agrees that the User grants express authority to the Bank for carrying out the Services requested by the User on SMS on its Bank Registered Number. The User also agrees that for any communication made to the Bank Registered Number, the Bank shall have no obligation to authenticate the identity of the User for providing the Services once the registration

for the Services is complete or once it receives any request/ communication to its Bank Registered Number. Further, for any communication made using the Registered Number, it shall be deemed that it is the User itself and not any other person who is interacting with the Bank. If the Registered Number is linked to more than one Account with the Bank, the Bank shall give the option to the User to choose the Account in relation to which the User seeks to avail of the Services.

5. CONSENT FOR SERVICES AND SHARING PERSONAL DATA/ SENSITIVE PERSONAL DATA/ INFORMATION

- a. The User hereby agrees and consents to the Bank for providing the Services through SMS as a medium.
- b. The User further agrees that any consent in relation to the Services given by the User to the Bank Registered Number shall be binding on the User.
- c. The User hereby expressly agrees and consents to the Bank for sharing and/or displaying User Information including Account number (in masked form or otherwise), name of the User, type of Account, Account balance, summary of transactions including information which may constitute as sensitive personal data or information, on SMS as may be necessary for provision of the Services.
- d. For Services where the User is provided with a re-direction link to other webpages/ applications/ portals of the Bank for availing the Underlying Product/ Service, the User hereby consents to the Bank for processing/ sharing/ using/ disclosing the User Information, including with its service providers, for pre-filling such data in the webforms on such webpages/ applications/ portals.
- e. The User hereby acknowledges and understands that by agreeing to availing the SMS Banking Services, the Access Provider and its representatives may have access to the User's SMS and content therein including the SMS communications exchanged between the User with the Bank in the course of availing the SMS Banking Services.

6. INFORMATION NOT TO BE SHARED

- a. The User hereby agrees that it shall not submit or transmit any content or information to the Bank Registered Number:
 - (i) Personal data or any sensitive personal data or information such as name, address, phone number, gender, account balance, financial details, passwords of the User or of any other person;
 - (ii) Which is obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, antisocial etc;
 - (iii) Encourages the commission of a crime or violation of any law;
 - (iv) Violates any applicable law in India;
 - (v) Infringes the intellectual or copyrights of a third party; and/or
 - (vi) Constitutes confidential information.
- b. 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 reasons or prior warning to the User.

7. IMPORTANT COVENANTS

The User unconditionally and irrevocably agrees to the following:

- a. That all the Services provided to him are subject to applicable law and the rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by the Reserve Bank of India and/or any regulatory/ statutory/ governmental authority.
- b. That the User shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank.
- c. That all instructions relating to the Services shall be satisfactory to the Bank in form and content.
- d. That Services including in relation to any Account shall be provided to the Users through SMS platform only to the Registered Number.
- e. 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.
- f. That the User shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided hereunder.
- g. That the User shall not submit or transmit any content through this Service that is:
 - Obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, anti-social etc.;
 - Encourages the commission of a crime or violation of any law;
 - Violates any state or federal law in India and/or the jurisdiction in which the User resides;
 - Infringes the intellectual or copyrights of a third party; or
 - Constitutes confidential information and/or personal or sensitive information/ data belonging to the User or to any other person.
- h. That the responses sent by the Bank on SMS are based on a program/ artificial intelligence 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 18602676161 or email support@hdfcbank.com or visit www.hdfcbank.com in case of any clarifications.
- i. By completing the registration process and accepting these Terms and Conditions, the User agrees to receive notifications/ alerts/ acknowledgements/ updates via SMS on his mobile number registered with the Bank including information in relation to the Account, transaction details, value added subscriptions, transaction alert notifications, regulatory updates, personalized offers, new product features etc. Further,

by completing the registration process and accepting these Terms and Conditions, the User authorizes the Bank to send the aforementioned alerts/ notifications/ acknowledgements to the User on SMS, WhatsApp and/or e-mail at the Bank's sole discretion and the Bank also may stop sending these alerts on SMS or any other channel, at its sole discretion.

- j. The User understands that using SMS may carry extra risks. Further, any message and information exchanged on SMS shall be 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. The Bank shall not be responsible or liable to the User or any third party for the consequences arising out of or in connection with using of this Service.
- k. The User is aware that it may not be possible for the Bank to give detailed information on the various service functionalities. The Bank shall not be responsible or liable to the User or any third party for the consequences arising out of or in connection with using of the Services.
- l. The User is aware that authentication technologies and strict security measures are required of the User for using SMS Banking Services on the Device. The User undertakes to ensure that he shall not reveal his password to the User's Device to any third party including any employees or representatives of the Bank. The User shall be solely responsible for all the communication exchanged between the User and the Bank while utilizing these Services.
- m. The User understands that his Device is vulnerable to the threats such as but not limited to: (i) unauthorized 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 the 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 deregistering process mentioned in these Terms and Conditions or as may be prescribed by the Bank from time to time.
- n. The User is responsible for maintaining the security and safeguarding of his SIM card linked to the Registered Mobile Number and the Device(s) on which such SIM card is used.
- o. The User shall ensure appropriate network connection and the receipt of messages by the User shall be subject to the network connection and the Bank shall not be held responsible for any delay or non-receipt of the responses from the Bank.
- p. The User is aware that using any mobile application involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. 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 the SMS Banking Services for any reason whatsoever.
- q. The User agrees that he shall not have any claim against the Bank on account of any suspension, interruption, non-availability or malfunctioning of any of the Services including due to any link/mobile/system/ technology failure at the Bank's end for any reason thereof.

- r. The Bank has the right to suspend or retract the User's right to avail of the Services any time it deems fit without providing any reason or notice to the User.
- s. These Terms and Conditions may be withdrawn, superseded, restated, updated and/or modified at any time, by the Bank as per its internal policies, without prior notice to the User, by updating the same on the Bank's website and it shall be the responsibility of the User to keep himself updated of the same.

8. SECURITY MEASURES

The User hereby unconditionally and irrevocably understands and agrees that he must:

- a) 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;
- b) commit the password to memory and not record any of them in a written or electronic form;
- c) not let any unauthorized person have access to his Device or leave his Device unattended;
- d) 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;
- e) not remove the restrictions that may be imposed by the Device provider on the Device;
- f) 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 safekeep of his SIM card, Device, security details and passwords as mentioned hereinabove and hereby fully agrees that the Bank shall in no manner be liable for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise of the same. Further the User agrees that he understands the risks of losing his SIM card or transferring his SIM card to another device. The User agrees that the Bank assumes no liability whatsoever in case of any event of such compromise of the User's Device and/or SIM card and the Bank shall not be held responsible for any such event. The User agrees that the Bank shall not be responsible or liable to the User, any joint account holders or any third party for the consequences arising out of or in connection with using of this Service.

The User also agrees and accepts that any person having access to any such email/phone number/authentication form factor/ 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, vis-à-vis the Bank. Provided that for any communication made to the Bank Registered Number, the Bank shall have no obligation to authenticate the identity of the User for providing the Services once the registration for the Services is complete or once it receives any request/ communication to its Bank Registered Number. Provided further that, for any communication made using the Registered Number, it shall be deemed that it is the User itself and not any other person who is interacting with the

Bank. If the Registered Number is linked to more than one Account with the Bank, the Bank shall give the option to the User to choose the Account in relation to which the User seeks to avail of the Services.

9. RISKS

The User hereby acknowledges that he 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. Apart from the risks mentioned above, these risks would include but not be limited to the following:

a) Misuse of Password:

The User acknowledges that if any third person obtains access to the User's Device or SIM card, such third party may be in a position to access User Information including Account related information of the User, which may be confidential in nature such as account balance, summary of bank account statements, etc. of the User. The User shall at all times ensure that the Terms and Conditions applicable to the use of the password and security of SIM card and the Device of the User are strictly complied with at all times.

b) Internet Frauds:

The internet per se is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the User while availing the Services. While the Bank shall aim to provide security to prevent the same, it cannot guarantee any safeguard from such internet frauds, hacking, phishing and other actions which could affect any instruction(s) given to the Bank for availing the Services. The User has evolved/ evaluated all risks arising out of the same.

c) Mistakes and Errors:

For availing any Service(s), the Bank would require proper, accurate and complete details to be provided to the Bank in the form and manner prescribed by the Bank. For instance, the User is aware that he would be required to fill in the requisite details of the account with regard to which he seeks to obtain the account balance. In the event of any inaccuracy in this regard, the User acknowledges that the User may be sent responses or shown information which may not be applicable to him or may not be sent a satisfactory response, and the User agrees that in such a scenario the Bank shall not be liable for any loss to the User in this regard. The User shall therefore take all care to ensure that there are no mistakes and errors and that the message sent/ request made/ query asked by the User to the Bank in this regard is error free, accurate, proper and complete at all points of time. The User agrees that the Bank is providing the Services at the User's sole risk. The User agrees that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for reasons beyond the control of the Bank. The User shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him in the course of availing of the Services.

d) Technology Risks:

The technology for enabling the Services offered by the Bank could be affected by ransomware, virus or other malicious, destructive or corrupting code, programme or macro or any other security threat. It may also be possible

that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The User understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honour any User instruction for whatsoever reason.

The User unequivocally and unconditionally understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The User also accepts that the Bank hereby disclaims all liability in respect of the said risks.

10. ACCURACY OF INFORMATION

The User agrees that he is responsible for the correctness of information supplied to the Bank in the course of availing the Services. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. The User agrees that if he notices any error in any information supplied to the User by the use of 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 SMS, upon making a request to that effect, are information extracted from a computerized back up system maintained by the Bank and may not be continuously 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. 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.

11. LIABILITY

The User agrees that he shall be liable for all loss from unauthorized uses of the User's SMS, Device and SIM 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:

- a) Keeping a written or electronic record of the User's Device password;
- b) Losing the SIM card on which the User's ;
- c) Transferring the SIM card on which the User's Registered Number is linked to another device which is not the User's Device or does not fulfil the security/ safety measures prescribed hereunder.
- d) Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his Device/ SIM card/ SMS.

The Bank shall not be responsible or liable to the User or any third party for the consequences arising out of or in connection with using of this Service, including for any reasons aforesaid and the entire liability and responsibility due to any of the aforesaid shall completely be on the User above. The User agrees that the Bank shall in no

circumstances be held liable to the User if the Services or if the User is unable to register for the Services in the desired manner/ in the manner provided for herein for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank. 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. Further, 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.

12. INDEMNITY

The User undertakes to indemnify and keep the Bank and its officers/employees fully indemnified and harmless from and against all the consequences of 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, including any actions, notices, suits, claims, proceedings, damages, liabilities, losses, expenses, costs or taxes faced, suffered or incurred by the Bank including from any third parties.

13. USER INFORMATION

The User understands and agrees that while the Bank has deployed processes and technology to prevent unauthorized use or accidental disclosure of the User Information or any other data pertaining to the User on SMS, the User understands and accepts that by using the Services, the User Information and any other data of the User in relation to the Services may also be stored on the systems and server of the Access Provider, which are outside of the control of the Bank and the Bank cannot guarantee the security of the User Information or any other data which is stored on therein. The User unconditionally and irrevocably agrees and accepts that the Bank is not responsible for any compromise in such User Information/ data outside the control of the Bank and acknowledges that the User is providing the User Information at his own free will and risk.

The User hereby expressly consents to and authorises the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to the User Information whether about me/us or not as may be deemed relevant by the Bank for its purposes:

- i) to collect the User Information from me and other physical or online sources including SMS accessing the same from credit information companies, to get the authenticity, correctness, adequacy, etc. of the User Information verified from any sources and persons including from online data bases; and to act for and on my/our behalf for such accessing, collecting or verifying of the User Information

- including using my/our log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to me/us;
- ii) process User Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;
 - iii) to store the User Information for such period as may be required for contract, by law or for Bank's evidential and claims purposes, whichever is longer;
 - iv) 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 or as per the consent;
 - v) any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent.

The User acknowledges the Bank has engaged/ may engage a service provider from time to time, for various aspects related to Services, storage, software/ hardware requirements, processing of requests, engines, responses, etc. The User has no objection to the same. The User hereby confirms that all the authorisations and rights in any of (i) to (v) above also extend to and are given above to the service providers of the Bank, including for all the sharing and disclosures amongst the Bank and its service providers. The User hereby expressly agrees to the Bank and/or its affiliates for using the User Information and for cross-selling to him their various products and services from time to time.

14. PRIVACY POLICY

The User has read, understood and accepted the Privacy Policy of the Bank which can be found at https://www.hdfcbank.com/aboutus/terms_conditions/privacy.htm ("**Privacy Policy**") All the changes thereto from time to time by the Bank shall be binding on the User and the User shall update itself periodically for the privacy policies in force then from time to time by using the Bank's website for this purpose.

15. WITHDRAWAL OF SERVICES

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.

16. BINDING NATURE OF TERMS AND CONDITIONS

The User agrees that by availing of the Services, by sending any communication/ message to the Bank Registered Number by SMS or Other Mode and/or by completing the registration process as provided for hereunder, the User

shall be deemed to have read, understood and 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. 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.

17. PROPRIETARY RIGHTS

The User acknowledges that the software/ other internet related software which are required for providing the Services or any Intellectual Property Rights of the Bank in the process are the legal property of the Bank/ respective vendors. The permission given by the Bank to avail of the Services to the User will/ does not create or convey any rights, title or interest to the User or to any person, in the above software or Intellectual Property Rights of the Bank. The User agrees that he shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

18. DE-REGISTRATION OF SERVICES

The User may request for de-registration of the Services by sending an SMS to the Bank Registered Number as per the process specified by the Bank in this regard. The Bank may also enable other additional modes for de-registration from time to time. Once the de-registration process is complete, the Bank will no longer process the User's information for the purpose(s) originally agreed to by it, unless the Bank has another legitimate basis for doing so in law in accordance with the Privacy Policy or any other consent/ contract with the User, however, the User understands that for the de-registration may not be immediate and may take some time for the same to come into effect. The Bank reserves the right to change the aforementioned process of de-registration. 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. 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. The Bank may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.

19. JOINT ACCOUNT HOLDERS

The User hereby agrees that if the Account of the User is a joint holder account then the Services shall be available only to the Registered Number of the primary account holder of the joint account and the secondary account holder shall not be able to avail of the Services. The User hereby agrees that it has obtained the necessary authorisation and consent from the secondary account holder, if required, for the purpose of availing the Services.

20. NOTICES

The Bank and the User may give notices under these Terms and Conditions:

- a) Electronically to the email id, mobile number of the User registered with the Bank and/or through SMS.
Such notices will be regarded as being in writing.

b) In writing by delivering them by hand or by sending them by post to the last address given by the User. In the case of notices to the Bank to the following address: HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai Maharashtra 400013. In addition, the Bank may also publish notices of general nature, which are applicable to all Users using the Services on its web site and/or on its netbanking page. Such notices will have the same effect as a notice served individually to the User.

21. INDEPENDENT RELATIONSHIP WITH THE ACCESS PROVIDER

The User hereby agrees that the User has an independent relationship with the Access Provider for the telecom services including availing of the SMS services and the Bank shall not be held liable for any issues, complaint, disputes and/or grievances which the User may have with the Access Provider which is not in relation to the SMS Banking Services of the Bank and the Bank shall not be made party to such disputes with the Access Provider. The Bank is not responsible for the privacy or security policies of the Access Provider and any other entity that may be linked to/ from/ within it, and does not assume liability for any damage incurred by the User from the use of the said telecom services including SMS. The User fully understands that the Bank is not endorsing the products or services of the Access Provider or of any advertisement etc. appearing thereon. The use of SMS service from the Access Provider shall be an independent arrangement between the User and the Access Provider and the User shall independently be guided by the privacy policies and terms of use of the Access Provider for the same and the Bank shall not be party to the same nor shall have any concern with the same. Further, while the Bank does not levy any fees/ charges on the Services, since the Services are being/ will be availed by the User by way of SMS sent through the Access Provider, the Access Provider may levy certain fees and/or charges on the use of the Services by the User as per the independent arrangement and terms and conditions/ subscription plan between the User and the Access Provider and the User shall be solely liable to pay all such fees and/or charges.

22. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions and/or the use of the Services shall be governed by the laws of the Republic of India and no other nation. The User agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. The Banks 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 Service 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 Services.

23. GENERAL

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The User shall not be entitled to assign this agreement to any other person. The Bank may subcontract and employ agents to carry out any of the Services or for any incidental purposes. The Bank may assign, transfer,

any of its rights and/or obligations or any part thereof to any persons at its discretion without any requirement for notice to or permission from the User.

24. BANK REGISTERED NUMBER

The User hereby agrees that in case of any change in the Bank Registered Number or business account of the Bank, the registration of the User for the Services and the acceptance of these Terms and Conditions and Privacy Policy shall hold good for such changed business account or changed Bank Registered Number of the Bank. However, the User should note that in case of any change in the Bank's Bank Registered Number or business account, the Bank shall communicate the same to the User through its existing Bank Registered Number or business account or through its website.

25. ACCEPTANCE AND SIGNING

This document may be accepted by the User physically or electronically, as under:

A) Physical acceptance (wet signature) by the User:

In case these Terms and Conditions are accepted physically by the User, the physical signature clauses at the end of these Terms and Conditions shall apply. However, in case these Terms and Conditions are electronically accepted by the User as mentioned in (B) below, then the physical signature of the User shall not be required and the physical signature fields at the end of these Terms and Conditions, though appearing there, shall be treated as non applicable.

B) Electronic acceptance by the User :

In case of electronic acceptance of these terms and conditions by the User, the following shall apply:

The User hereby expressly acknowledges and confirms that the User acknowledges and confirms that the User has read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained in Clauses 1 to 25 (including sub clauses) by ticking/clicking the "I agree" or "I agree and accept" or any similar icon/tab/option on the online system/ATM/Net Banking/Website/portal/platform of the Bank as well as by entering the one time password sent to the User's registered mobile number or the netbanking password or ATM PIN and/or any other mode of authentication or registration process prescribed by the Bank 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 and signing these Terms and Conditions as above, the User fulfils the eligibility to utilize the Services as provided in these Terms and Conditions and that the User is (i) an individual; (ii) a major; (iii) of sound mind, solvent and competent to contract; (iv) a resident of India; and (v) is present within the territory of India at the time of utilization of the Services. The Bank may print paper copies of the electronic record or produce in any such form at its discretion this document and the User's signing as aforesaid, and the same shall be fully binding on the User and the User has no objection to such print-outs

or any such other form (in the discretion of Bank) being produced by the Bank in evidence in any court, tribunal or otherwise, to prove the acceptance, execution as well as the contents of the contract.

Physical acceptance fields (only if applicable i.e. in case the Terms and Conditions are not accepted electronically):

Signed and delivered by:

[Name of the User]

Date: _____

Place: _____