

# HDFC BANK CREDIT CARD CARDMEMBER AGREEMENT

## IMPORTANT

Before you use the enclosed HDFC Bank Credit Card, please read these Terms and Conditions thoroughly. If you keep or use the HDFC Bank Credit Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the Credit Card. If you do not wish to accept these Terms and Conditions, please raise request in the PayZapp Mobile App for closing the card and cut the Credit Card in half. In the event of the card being dispatched to you on the basis of your application on any electronic media (internet/email), or through telephone and virtually available through PayZapp mobile app, it is expressly understood that the moment you start using it, you will be deemed to have accepted the Terms and Conditions set out in this Agreement.

## CARDMEMBER AGREEMENT

'Applicant' means: (1) any person who has given consent to apply for Credit Card or Virtual Credit Card through PayZapp And /or Mobile app or any other channel which is acceptable by HDFC Bank Limited; and (2) any individual who has signed or used the card. Virtual **Credit Card** shall mean a virtual rendition of the Credit Card which can be used for online or appbased transactions. 'Cardmember' shall mean Primary Cardmember as applicable.

'Primary Member' or 'Primary Cardmember' or 'Member' shall mean and include applicant and/or authorised Cardmember.

'Card Account' shall, depending on the context used, mean any account of a Cardmember with HDFC Bank, including a Credit Card Account for the purpose of use as per the Terms and Conditions contained herein.

'Person' means any individual, corporation, firm, company, institution or other natural or legal person whatsoever.

'Merchant Partner' or 'Merchant Establishment' shall mean any establishment, company, firm or person, wherever located, which is designated as a MASTER /Other Franchise merchant and/or with whom there is an arrangement for a Cardmember to obtain goods and services or cash advance by use of the card and shall include among others, stores, shops, restaurants, hotels, airline organisations and mail order advertisers (whether retailers, distributors or manufacturers), including mail order outlets (whether wholesalers, retailers, distributors or manufacturers), advertised as honouring the HDFC Bank International Credit Card. 'HDFC Bank' or 'Bank' shall mean HDFC Bank Limited, the proprietors of the Credit Card, specifically, the Cards Division located at Chennai and its Regional Offices all over India.

Use of the terms 'you', 'your', 'him', 'he', 'his', 'she', 'her' or similar pronouns shall, where the context so admits mean the 'Member/Cardmember'.

Use of the terms 'we', 'our', 'us' or similar pronouns shall, where the context so admit, mean 'HDFC Bank'.

'Statement' means a monthly Statement of Account sent by the Bank to a Cardmember setting out the financial liabilities on the date, of the Primary Cardmember and any additional Cardmember to the Bank in respect to the Card Account.

'Transaction' means any instruction given by the individual using a card directly or indirectly to the Bank to effect action on the card (examples of 'transaction' instructions could be a sales slip/chargeslip or cash advance slip or mail order coupon).

'International Transactions' mean the transactions entered into by the Cardmember on his internationally valid Credit Card outside of India, Nepal and Bhutan.

'Authorised Dealer' (AD) of Foreign Exchange shall be as defined by Section 2(b) of the Foreign Exchange Management Act, 1999 and includes the Authorised Dealers recommended by the Bank. 'Overdue Amount' is the amount outstanding (if any) from the Cardmember's previous

Statement. Overdue amount is included in the Opening Balance of the Statement of Account and the overdue section in the Statement. Overdue Amount shown on the Statement is also included in the Minimum Amount Due and is payable immediately.

'PIN' means Personal Identification Number used for accessing the nominated account through an Automated Teller Machine (ATM) or Cash dispenser or Electronic Terminal or any other Banking Channel as determined by the Bank from time to time.

'International Card' means a card that is valid for use in India as well as anywhere in the world. Foreign Exchange transactions are not permitted by Reserve Bank of India in Nepal and Bhutan.

'Nominated Accounts' includes the Credit Card Account or any other HDFC Bank Account nominated in writing by the Cardmember and approved by the Bank to be accessed by the Cardmember's Credit Card and PIN, through an Electronic Banking Terminal.

'Electronic Terminal' or 'Electronic Data Capture Terminal' means any terminal or device in which a 'Credit Card' or Credit Card and PIN can be used, which is authorised by HDFC Bank for such use, as described in these Terms and Conditions.

'Credit Card' or 'HDFC Bank Card' or 'HDFC Bank International Credit Card' shall mean a Credit Card issued to its members by HDFC Bank with its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India ('the Bank') on the following Terms and Conditions.

### **DISCLOSURE OF INFORMATION**

1. When requested by the Bank, the Cardmember shall provide any information, records or certificates relating to any matters that the Bank deems necessary. The Cardmember will also authorise the Bank to verify the information furnished by whatever means or from whichever source the Bank deems necessary. If the data is not provided or incorrect data is provided, the Bank, at its discretion, may refuse renewal of the card or cancel the card forthwith and demand payment of all outstanding on the Card Account immediately.

2. The Cardmember expressly recognises and accepts that the Bank shall be absolutely entitled and have full power and authority to sell, transfer or assign any or all outstanding dues on his/her Card Account to any Third Party of the Bank's choice and written intimation by the Bank to the Cardmember of any such action shall bind the Cardmember to accept any such Third Party as the creditor and to pay over such outstanding and dues to the Third Party relieving the Cardmember of any such obligation to the Bank. Any costs in this regard shall be debited to the Cardmember's Card Account.

3. If the Minimum Amount Due payable by the Cardmember does not get paid, his/her name may be liable for inclusion in the defaulters database to be shared with other lenders and Credit Information Bureau (India) Limited (CIBIL) or any other agency. The right to do so lies with the Bank.

4. The Bank reserves the right to disclose Cardmember information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or State Government or Reserve Bank of India.

5. The existence of this account and details of any default that may occur may be recorded with a credit reference agency and may be shared with other lenders and/or Credit Card issuing entities for the purposes of assessing further applications for credit by the Cardmember or other members of his/her household and for occasional debt tracing and fraud prevention.

6. The Cardmember also agrees that the Bank may also disclose, in strict confidence, to other institutions such personal information of the Cardmember that may be reasonably necessary for reasons inclusive of but not limited to the following:

\* Participating in any telecommunication or electronic clearing network.

\* In compliance with a legal directive.

### **CREDIT LIMIT**

The Credit Limit applicable will be shown to the Cardmember's account inside the PayZapp Mobile app. The Credit Limit will also be shown in the monthly statement, which will be emailed

to the registered email id of the card member and in PayZapp Mobile application with the amount of available credit as on the closing date mentioned in the Card statement.

The Credit Limit will be the maximum amount that would be outstanding and owing to the Bank on the Card Account at any point of time, exclusive of any applicable interest and charges. The Bank reserves the right to increase or decrease the Credit Limit from time to time, upon giving due notice to the customer. Bank will inform the Cardmember about the balance Credit Limit available as the Cardmember reach closer to exhaustion of the sanctioned Credit Limit. The Bank may also establish separate limits for Cash and Non-Cash Transactions (within the overall Credit Limit of the Card Account). The total principal outstanding amount due shall not exceed the sanctioned Credit Limit. The Cardmember agrees and acknowledge that, unless the Bank approves any increase in the sanctioned Credit Limit post seeking consent from the Cardmember for such increase, any amount utilised in excess of the Credit Limit shall be repaid immediately as any such utilisation in excess of the Credit Limit shall be subject to applicable fees and service charges as may be applicable from time to time.

The PayZapp App provides a feature of "Swipe to Pay", where a notification is sent on the App whenever the Cardmember does an e-commerce purchase. Cardmember needs to authenticate using the App PIN to access this notification and authorise the transaction by swipe, to confirm the purchase.

In the Tap and Pay payment method Rs.5000/- per transaction is the limit set across all categories of merchants in the country for contactless payments. Beyond this limit, PIN based authorization will be a must. Cardholder can also choose to do contact-based payments using PIN authorization for limits below Rs 5000/- at all merchants. The card will mandatorily carry a "Tap&Pay" logo, while the merchant location / POS terminal will have a contactless logo to identify that Tap&Pay payments are accepted.

The Bank is not liable or responsible for any transactions incurred on the Card Account prior to time of reporting or delay in reporting of the loss or misuse of the card and the Card member will be wholly liable for the same.

The Cardmember will not be entitled to interest on credit balances on the Card Account and the same will also not be included in the available Credit Limit on the Card Account.

With a view to ensure that the Credit Card is being used as per the regulatory guidelines, Terms and Conditions and applicable policies of the Bank, Bank shall have a right to run periodic checks on the Credit Card usage to identify whether there is excessive utilization of credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive utilization at few select merchants, possible collusion with merchant and/or usage towards non-personal/ business related requirements, over-use/ misuse of features/ offers/ programs towards accumulation of undue reward points/ cash back / other benefits amongst others. Based on the usage patterns, if any of these is suspected by the Bank, Bank may take restrictive action on the Credit Card. Such action can be with immediate effect and may include but not be limited to withdrawal of features/ benefits as well as complete termination of the Credit Card. If any such action is taken by the Bank onus will be on customer to provide satisfactory proof of bonafide usage to reinstate the Credit Card and attached features/ benefits as may be deemed fit by the Bank. Bank's decision in this regard shall be final and binding on the customers.

#### **CREDIT LIMIT ENHANCEMENT**

Credit Limit on any Card Account may be reviewed as per Bank Policies specified from time to time and the Bank reserves the right to revise (increase or decrease) and/or unconditionally cancel the limit assigned on a card without any prior notice to the Cardmember. **AVAILABLE**

#### **CREDIT**

The available Credit Limit on the Cardmember's Card Account will be equivalent to the unutilized value of the Credit Limit at any point of time, after taking into account the balance outstanding and any transactions already implemented by Cardmember with any Merchant but not received by the Bank for processing as on that date. Where separate Cash and Non-Cash Transaction Limits have been established, the available credit will be split accordingly. The Cardmember undertakes to ensure that transactions will be incurred on the Card Account in

such a manner that the Cardmember is always within the Available Credit Limit (Cash and NonCash where applicable) on the Card Account.

In case the Cardholder proposes to avail any limit over and above the sanctioned Credit Limit, the Cardholder shall, in the form and manner as may be stipulated by the Bank, consent for such additional limit (Over Limit) as may be approved by the Bank in its sole discretion. Upon grant of such consent by the Cardholder, the sanctioned Credit Limit of the Cardholder shall stand increased by the amount equivalent to the Over Limit. The Bank reserves the right to exercise its sole discretion to make such additional limit (Over Limit) available to the Cardmember over and above the assigned Credit Limit (Credit Limit up to which customer can revolve) on a case-to-case basis taking into consideration Cardmember's spend and payment pattern(s). The Cardmember agrees and acknowledges that the Cardmember shall be liable to pay overlimit charges of 2.5% of overlimit amount, subject to a minimum of Rs. 550/- (Rupees Five Hundred only). The Cardmember further agrees and acknowledges that the Over Limit charges are subject to change from time to time. In order to check the latest charges in reference to Credit Card issued to the Cardmember, please refer to the Credit Card section under the Most Important Terms & Conditions document hosted on HDFC Bank website at [www.hdfcbank.com](http://www.hdfcbank.com))

**DUAL CARD TERMS & CONDITIONS:**

In the event, I already have one or more HDFC Bank Credit Card (“Existing Card(s)”), and I am issued a new Credit Card with a credit limit by transferring any pre-approved credit limit offer on my Existing Card(s) and/or by transferring the credit limit from Existing Card(s), my Existing Card(s) and the Pixel Credit Card shall be subject to the following terms: (i) my Existing Card(s)'s pre-approved limit will be considered as used; (ii) my Existing Card(s)'s credit limit shall be reduced as per the customer consent given for transferring the credit limit to Pixel Credit Card; (iii) The Pixel Credit Card that is issued to me will be assigned the transferred limit instantly; and (iv) Upon the issuance of Pixel Credit Card, I cannot restore the transferred limit back to my Existing Card(s) and shall continue to be in Pixel Credit Card

**INSTALMENT PROGRAMMES**

HDFC Bank shall be entitled to, at its sole discretion, make available to individual Cardmembers instalment loan programmes on the Credit Card, without prejudice to the obligation of the Cardmember to make immediate payment on the incurring of a charge.

This scheme as and when introduced, refers to a scheme made available by the Bank to the Cardmembers to enable instalment purchases to be paid wholly or partly by instalments subject to the Terms and Conditions of the scheme detailed in the promotion. Additionally, the Cardmember will be governed by the rules and regulations of the Cardmember Agreement. HDFC Bank will not be liable to the Cardmembers for quality, price or value of goods or any defects in such goods and services charged on the Credit Card.

These instalment facilities include - EMI (Equated Monthly instalment) Facility as more properly described hereinafter.

**EMI Facility**

a. As an alternative to the existing modes of effecting payment of charges incurred and without prejudice to the obligation of the Cardmember to make immediate payment on the incurring of a charge, the Cardmember may, seek to avail of the option of paying for certain purchases through Equated Monthly Instalments ('EMIs') as will be indicated in the Statement sent to the Cardmember which shall be subject to the following special Terms and Conditions: (i) Any EMI Facility granted by HDFC Bank shall be subject to levy of a transaction fee as from time to time may be fixed by HDFC Bank.

(ii) Once a Cardmember has opted for payment by EMI Facility, any subsequent change will attract a pre- closure charge as may from time to time be fixed by HDFC Bank depending upon the nature of the purchase and will be intimated to the Cardmember from time to time. (iii) In case any portion of the billed and outstanding charges are not permitted to be paid in EMIs

and such portion is not paid by the 'Payment Due Date', the same will bear and carry a specified Interest Charge as may be fixed by HDFC Bank from time to time, which will be intimated to the Cardmember.

- (iv) Delay in the payment of any EMIs on their respective due dates shall attract the then applicable Interest Charge but without prejudice to the Bank's right to discontinue the EMI Facility and demand immediate repayment of the entire balance outstanding. Delay in the payment of such outstanding balance shall attract the applicable Interest Charge till repayment by the Cardmember.
  - (v) The EMI Facility will be available for the following purchases, viz., (a) fresh purchases at Merchant Establishments; (b) purchases of drafts for payment through actual instruments or by credit to the Cardmember's Account or by cash withdrawals at ATMs; or (c) conversions of past purchases at Merchant Partners.
  - (vi) Depending on the nature of the purchase and profile of Cardmember, the Cardmember will be permitted purchases up to or above the 'Available Credit Limit' or up to the 'Available Cash Limit' as HDFC Bank may determine in its absolute discretion. The expression 'Available Credit Limit' and 'Available Cash Limit' is the Credit Limit/Cash Limit from time to time set by HDFC Bank for a Cardmember or notified to a Cardmember.
  - (vii) The Cardmember acknowledges that the EMI Facility is available at the sole discretion of HDFC Bank and only to select Cardmembers and no Cardmember may claim a vested right to avail of such facility and such facility will be available.
- b) For such period and at such Merchant Establishments as HDFC Bank may decide.
  - c) The interest component of the EMIs will be Cardmember specific as decided by HDFC Bank;
  - d) The amount of down payment, the amount of transaction fee, the tenure for the payment of
  - e) EMIs and other payment particulars will be Cardmember specific as HDFC Bank may decide;

#### **CO-BRAND/AFFINITY/PARTNER SCHEMES**

The partnership agreement between HDFC Bank and the associated Cobrand/Affinity/Associated Partner shall be conclusive and binding on a Cardmember and nothing contained in the scheme(s) shall be construed as HDFC Bank having waived any of its rights under the Cardmember Agreement or prejudicing any rights of HDFC Bank thereunder. Nothing contained in the specific scheme shall be construed as binding obligation on HDFC Bank or any participating Co-brand/Affinity/Associated Partner to continue the scheme after the scheme termination date or to substitute the scheme by a new or similar scheme.

The Schemes are special facilities made available by HDFC Bank and HDFC Bank expressly reserves the right to add to and/or alter, modify, change or vary all or any of the Terms and Conditions or to replace wholly or in part, the relevant scheme(s) by another scheme(s) or to withdraw it altogether, from time to time with due intimation to the Cardmember. Changed Terms and Conditions shall be communicated through the Bank's website and by other acceptable modes of communication.

#### **DISPUTES UNDER CO-BRAND/AFFINITY/ASSOCIATED PARTNER SCHEMES**

All disputes arising from associated transactions on such schemes will be resolved by HDFC Bank on a best effort basis. HDFC Bank makes no representation on the service, or the billing and any dispute or claim must be resolved by the Cardmember with the service provider directly. The existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.

#### **STANDING INSTRUCTIONS UNDER CO-BRAND/AFFINITY/ASSOCIATED PARTNER SCHEMES**

HDFC Bank reserves the right to approve standing instructions for Co-brand/Affinity/Associated Partner related services and payments. Cardmembers opting for this facility do not automatically qualify for the same. The Cardmember expressly agrees to communicate to the concerned authorities/ HDFC Bank the new Credit Card number as and when issued for any amendment/cancellation of the standing instructions and HDFC Bank is not responsible for any

delay in this account which may cause the service provider to disconnect the service/charge any penal charge for the same. HDFC Bank reserves the right to revoke/stop this facility to any Cardmember with due intimation through the Bank's website and by other acceptable modes of communication, if the Bank believes that the continued use of this facility is not in the interest of the Bank.

#### **USE OF EXTERNAL AGENCIES**

By use of the card the Cardmember accepts the Terms and Conditions of use as enumerated in this booklet and hereby authorises the Bank to appoint authorised representatives to collect amounts payable to the Bank, as the Bank may consider necessary. In the due discharge of their duty, information regarding Cardmember's credit facility will be provided to the authorised representatives. Further, the Bank will not be responsible for any consequences arising out of the acts or omissions of such representatives.

All charges payable to such authorised representatives, to collect amounts owed to the Bank will be at Cardmember's cost and risk, in addition to all costs, charges and expenses incurred by the Bank to recover outstanding dues/monies.

The Cardmember agrees that HDFC Bank may utilise various modes of communication including but not restricted to telephones, letters, messaging services, email, SMS and may also engage third parties for purposes such as marketing of services, proper operation of Credit Card Accounts and other administrative services.

#### **ACCEPTANCE**

The Cardmember must note that the card will be honoured only when it carries the signature of the Primary or Add-on Cardmember, as applicable. The card will normally be honoured by Merchant Establishments displaying the VISA (as applicable) symbol. Card promotional material or VISA (as applicable) symbols displayed on any premises are not a warranty that all goods and services available at those premises can be purchased on the card. The Bank is not responsible or liable for refusal by any Merchant to accept the card for any reason whatsoever. However, any Merchant/Bank refusal may be reported to the Bank, detailing the name of location, date and time of the transaction and other details that will assist the Bank in any investigations it may decide at its discretion to conduct.

#### **USAGE OF INTERNATIONAL CARD**

Cardmember to notify the bank in advance of his/her international travel and enable international limits appropriately for convenience during travel.

1. The Bank shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding Foreign Exchange entitlements as prescribed by RBI guidelines issued from time to time, on the Bank becoming aware of the Cardmember exceeding his entitlements.
2. Utilisation of card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of Cardmember's failure to comply with the same, Cardmember is liable for action under the Foreign Exchange Management Act 1999 and/or such other regulation as may be issued by RBI/Statutory bodies from time to time and may be debarred from holding the Bank's Card valid worldwide, either at the instance of the Bank, any statutory bodies or the RBI. The Cardmember shall indemnify and hold the Bank harmless from and against any and all consequences arising from the Primary/Additional Cardmember not complying with the Exchange Control Regulations of the RBI or such other guidelines.
3. Card usage is bound by the laws, rules and regulations specified by Reserve Bank of India from time to time.

If the Cardmember is emigrating and/or proceeding abroad on permanent employment or intending to become a Non-Resident Indian (NRI) i.e., likely to reside abroad for more than 183 days in a calendar year, the Cardmember must settle all billed and unbilled card dues after checking the same with the Bank, before emigrating/proceeding abroad for permanent employment or becoming an NRI. The Cardmember must invalidate the card by destroying it and inform the Bank of the same in writing. In such cases, the Cardmember will not under any circumstances use the card for drawing Foreign Exchange.

The card may be used by all residents going abroad for bonafide personal expenses, including the purchase of goods for personal use, provided, the total exchange drawn during the trip abroad does not exceed the applicable entitlement to Foreign Exchange of the Cardmember as specified under the prevailing Foreign Exchange Regulations.

Import of goods so purchased abroad into India would be governed by the provisions of applicable laws and regulations including Baggage Rules/EXIM Policy in force from time to time.

The Cardmember may, if he/she so desires, draw Foreign Exchange against the card in the form of foreign currency notes/traveller's cheques to the extent of his or her applicable entitlement thereto from an authorised dealer/full-fledged moneychanger. Sale of such foreign currency notes/traveller's cheques out of entitlement would be governed by the extent of the laws and regulations and would be subject to the applicable ceilings. Exchange sold in the form of foreign currency notes/traveller's cheques should be endorsed on the passport. A Cardmember is personally responsible to have his or her passport endorsed for availing Foreign Exchange under the Basic Travel Quota/Business Travel and may contact our 24-Hour Customer Call Centre for any assistance he/she may require in this regard.

Cards cannot be used for effecting non permitted remittances under the extant regulations including for subscription to (a) magazines which are on the proscribed/banned list (b) pools, sweepstakes, lotteries etc.

(c) internet sites selling products/services for which release of Foreign Exchange is not permitted (d) 'Call back services of telephones'. (e) foreign currency /margin money trading /Virtual Currency. The Bank reserves the right to report such violations to the Regional Office of the Foreign Exchange Control Department giving full details. The Cardmember's right to use the card shall be determined forthwith in case of such violation.

The onus of and responsibility for ensuring compliance with Foreign Exchange laws/regulations, as prevailing and/or as applicable from time to time, prevailing Baggage rules and EXIM policy in force, rests solely with the Cardmember.

The Cardmember accepts full responsibility for wrongful use in contravention of the laws, rules, regulations and Terms and Conditions and undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, any other financial charges and outgoings costs and consequences that the Bank may incur and/or suffer on account of the Cardmember and his/her acts of omission, commission, negligence etc.

#### **CHARGES IN FOREIGN CURRENCIES**

Charges in Foreign Currencies will be converted into Indian Rupees using the exchange rate established by the Bank for such transactions on the date when the charges are processed by the Bank or authorised agents, plus any applicable conversion commission. Amounts converted by third parties such as airlines or other establishments will be billed at their rates.

#### **STATEMENT OF ACCOUNTS**

The Bank will email a Statement of transactions in the Card Account every month on a predetermined date, to the registered email address of by the Cardmember. The statement will be made available on the mobile application to view/download every month on a predetermined statement date.

Non-receipt of the Statement for any reasons whatsoever is not a valid reason for non-payment of dues. Should the Cardmember not receive the Statement within 7 days from the usual Statement date, the Cardmember is requested to raise request through Mobile application. The amount paid in excess of the actual bill amount will be adjusted in the next billing cycle. The Cardmember should promptly notify the Bank of any unauthorised transactions appearing on the Statement to enable investigation/amendments (if necessary). These transactions should be notified/referred within 30 days from the date of the Statement, after the expiry of which the Bank will not be liable for any refunds that may be related to such transactions.

The Statement will detail all transactions received and processed in the Card Account including any refunds or payments made since the date of previous Statement and up to the close of business on the day of the current Statement date.

The amount outstanding on the Cardmember's Statement will be made up of the following: The amounts charged for all goods and services purchased by the use of card including all mail and telephone order, or over the Internet and authorised by the Cardmember to be charged to the Card Account.

Cash advances on the Cardmember's Card Account including those incurred through Automated Teller Machines (ATMs) wherever applicable.

The Cardmember should check each Statement of Account carefully on receipt and immediately notify the Bank of any unauthorised mail or telephone order/internet, any disputed transaction or any other error.

### **TRANSACTIONS**

Whenever the Cardmember signs a sales slip/chargeslip, mail order form, places a telephonic/internet order, or any other document authorising the Bank to accept a transaction on the Card Account, the Cardmember(s) is/are agreeing to, confirming the validity and acknowledging the amount (including and/or any fee or service charge as may be levied by the Bank and/or the Merchant as the case may be) shown on that document relevant to the price of the goods and/or services obtained. It must be noted that service charges or any fees levied are not refundable in case of a dispute.

The Cardmember acknowledges that additional fees, surcharges, convenience fees, service charges, taxes or other amounts ("Merchant-imposed Charges") levied on a Card transaction may be imposed solely by the merchant in accordance with Merchant's own pricing policies and applicable laws. The Bank does not control, or have any role in determining such charges that may be levied.

The Bank shall debit the Card Account for the total transaction amount, including any such Merchant-imposed Charges, as authorized by the Cardmember. Any disputes or claims relating to such Merchant-imposed Charges shall be resolved directly between the Cardmember and the concerned merchant, in accordance with applicable law.

Similarly, when the Cardmember signs a cash advance voucher, the Cardmember is agreeing to and confirming the validity and accuracy of the amounts shown (including and/or any fee or service charge) shown on that voucher relevant to the cash obtained. In some cases, the Cardmember may be requested to acknowledge the receipt of cash on the same or separate voucher.

The Cardmember must ensure to keep copies of all such vouchers/documents in a safe manner at least till such time as the transaction is reflected in the Statement.

The Cardmember must not at any point, hand over the card to any other person for use. It must also be ensured that the Cardmember is physically present at the Merchant Establishment (except in the case of mail/telephone order/internet transaction) at the time of the transaction.

The Cardmember must ensure that the card/PIN is not shared with any other person for usage. In the event of any such usage it will be deemed as criminal/ civil offence as the case may be.

The Bank reserves the right to proceed legally against the Cardmember and the person suspected of such usage as per applicable laws. The Cardmember should not use the card for the purpose of funding the working capital and/or other financial requirements of any business owned by him/her.

Prior to completion of a transaction on his/her Card Account, if the Cardmember wishes to cancel the same, he/she must advise the Merchant and ensure the destruction of the voucher/document in his/her presence. Where the card transaction is being processed on any electronic terminal the transaction would typically have been completed by the time the voucher is presented for the Cardmember's signature.

In such cases, the Cardmember must ensure that the Merchant completes a 'refund' transaction or 'voids' the transaction and provides the Cardmember with evidence (e.g., Credit Voucher) of the same.

The Cardmember must retain this evidence and advise the Bank if the refund does not appear on the next Statement of Account or if the transaction that has been voided appears in the Statement of Account.

Similarly, where a transaction is previously completed and the Merchant is subsequently willing to accept a cancellation (e.g., Airline or Railway Bookings etc.), the Cardmember must ensure that the Merchant completes the refund in the form of a Credit Voucher (with the imprint of the card). The Cardmember must retain a copy of this voucher and he/she must advise the Bank of this refund if it does not appear on the account within thirty days from the date of cancellation. A purchase and a subsequent credit for cancellation of goods/services like air/rail tickets are two separate transactions.

The Cardmember must pay for the purchase transaction as it appears on the Statement, to avoid charging of any fee. The refund will only be credited to the Card Account (less cancellation charges) as and when received from the Merchant.

### **FEES AND SERVICE CHARGES**

The Bank reserves the right to charge the Credit Card Account with fees and charges. The Bank is also irrevocably authorised to debit the Credit Card Account with joining fee (as applicable) in the first year and with an annual membership fee (as applicable) each year until the Credit Card Account is closed. The Annual Membership Fee is payable in advance and no refund is payable when the Credit Card Account is closed. The Primary Card will attract Annual fees as specified from time to time. The monthly Statement of Account will detail all such fees and charges applied to the Credit Card Account.

The Joining and Annual fee(s) are subject to changes at the discretion of the Bank and are not refundable. The Cardmember agrees for these fees to be charged to the monthly Statement that will be generated by the Bank.

### **INTEREST**

Unless the interest-free period applies as set out below, HDFC Bank will levy an interest on any new purchase (and any related debited charge) from the day on which the purchase (and any related debited charge) is transacted on the Card Account. The interest free period for a purchase (and any related debited charge) in any Statement period will apply if the outstanding balance on the Card Account for the previous Statement period (if any) is paid in full by its due date. If the outstanding balance on the Card Account is not paid in full by its due date, finance charge will be levied on the total outstanding amount from the date of purchase, and on fresh purchases that are incurred subsequently from the day on which the purchase (and any related debited charge) is transacted on the Card Account.

HDFC Bank will charge interest on a Cash Advance from the day on which the Cash Advance is transacted on the Card Account till the date of repayment of the Cash Advance (including cash interest accrued thereof) in full.

The interest as above, will continue to be payable after termination of this agreement or closure of the Card Account until the card balance is cleared in full.

HDFC Bank may at any time, under intimation to the Cardmember, vary the interest to take into account prevailing interest rates, market forces and credit and business risks. The Bank may offer differential rates on preferential Cardmember behaviour. This is entirely at the discretion of the Bank and could mean revision of interest rates higher or lower than the rate prevailing at that point of time.

### **GOVERNMENT FEES AND CHARGES**

Various government duties, rates, taxes or charges will apply to and be payable by the Cardmember for the operation of the Credit Card Account. The Cardmember agrees to reimburse the Bank for payment of any such taxes, rates or charges or other similar taxes or levies payable in connection with any advances, finances or credit provided by the Bank to the Cardmember.

#### **Goods & Services Tax (GST)**

- The applicable GST would be dependent on place of provision (POP) and place of supply (POS), If POP and POS is in the same state then applicable GST would be CGST and SGST/UTGST else, IGST.

- GST For FEE & Charges / Interest transactions Billed on statement date will reflect in next month statement.
- GST levied will not be reversed on Any dispute on Fee & Charges / interest.

## **PAYMENTS**

As per the RBI guidelines, in case the amount on account of use of the Card overseas is greater than the Cardmember's Foreign Exchange entitlements, the Cardmember should provide the reimbursement claimed, and the Bank is authorised to report the matter to the Regional Office of the Exchange Control Department giving full details. However, under no circumstances should the payment of the Credit Card bill/dues be delayed or refused on the grounds of the Cardmember having exceeded the entitlement. There will be no obligation on HDFC Bank to make a claim or demand for payment on a Cardmember and non-payment shall render the Cardmember liable to risk of withdrawal (whether temporarily or permanently) of his card membership.

### **MONTHLY REPAYMENTS TO CARDMEMBER'S CARD ACCOUNT Amounts which are payable immediately**

**Overlimit Amount** - If at any time, the outstanding balance on the Statement of Account exceeds the approved Credit Limits, this Overlimit Amount must be paid immediately.

**Overdue Amount** - If 'Minimum Amount Due' remains unpaid from previous Statements of Account; these Overdue amounts must be paid immediately.

### **Amounts which are payable by the 'Due Date'**

Each month the Cardmember may pay as much as he/she wishes towards the 'Closing Balance' shown on the Statement of Account, provided the payment is not less than the amount shown on the Statement of Account as the 'Minimum Amount Due'.

If the Cardmember does not wish to pay the full amount of the closing balance shown on the monthly Statement of Account, he/she can avail of the Revolving Credit Facility and will need to pay only the Minimum Amount Due as shown on Statement of Account. All payments must be made prior to the due date, irrespective of whether or not Statement has been received by the Cardmember. Non-receipt of a Statement will not be considered a valid reason for nonpayment. In the event that the Cardmember has not received the Statement, he/she can calculate the amount based on the unpaid chargeslips in his/her possession.

The Minimum Amount Due will be 10% (or any other percentage as advised from time to time) of the Statement Closing Balance or Rs. 200, (or such other amount as notified from time to time), whichever is greater. (This does not apply to cancelled or closed Cards in case of which full outstanding amount needs to be cleared immediately on demand). If the closing balance is less than Rs. 200 (or such other amount as notified from time to time) it must be paid in full. The due date for payment (which presently would be approximately 20 days from the Statement date) is the last date by which the payments should reach the Bank. It may be noted that the due date is only a convenience to enable Statements to reach the Cardmember and also to provide time to process the Cardmember's payments. Future transactions on the account may be declined if the payment is not received within the due date and all transactions will attract service charges from the date of purchase.

The Cardmember's payments will first be applied to all overdue amounts (the oldest due being credited first) in the following order:

1. Fees and other Charges
2. Interest
3. Cash Advances Billed
4. Retail Transactions Billed
5. Cash Advances Current
6. Retail Transactions Current

Payment will be treated as made from the date on which the payments are credited to the Card Account in the ordinary course of business. Payments made by cheque drawn on a location

where the Bank does not have a branch will be subject to a processing and handling fee as determined by the Bank from time to time, in addition to Drawee Bank's charges for all outstation cheques. Generally, payments made in cash or through Direct Banking Channels will be credited to the Card Account within 2 business days, provided, they are made prior to the close of business hours as applicable. Proceeds of payments to the account such as cheques cannot be used or withdrawn until funds are confirmed as cleared. If, for any reason (whether at Cardmember's request or otherwise) the Bank allows withdrawal or use of the proceeds of the cheque or other such payment before it has been cleared, the Bank will be entitled to debit the Card Account, in the event that the cheque or other such payment is later dishonoured and the Cardmember shall be completely liable to make payments thereof and on account thereof. Payment towards multiple Card Accounts (held by the same Cardmember or otherwise) cannot be made vide a single cheque. The Bank does not undertake the responsibility of apportionment of such payment as may be desired by the Cardmember.

If the Cardmember is not going to be able to access his/her mail around the period that he/she usually receives the Statement, it would be the Cardmember's responsibility to make arrangements to ensure that at least the Minimum Amount Due reaches the Bank before the Payment Due Date.

The Bank has made arrangements to provide Drop Box facilities at various locations in serviceable cities as determined by the Bank from time to time. The updated list of Drop Box locations may be communicated to the Cardmember as appropriate. The Cardmember is advised to use these Drop Boxes to deposit only locally payable cheques or drafts along with Payment Vouchers/stubs (tear off portion of Statement) duly completed with the cheque details. Cardmembers are advised not to issue post-dated cheques towards card outstanding as the Bank does not in the normal course of operations offer to clear post-dated cheques.

If the physical card is blocked due to card dispatch, return to the origin (RTO). The Cardmember will be liable to immediately pay the outstanding purchases completed using the virtual credit card in the PayZapp Mobile app. Timely payment towards the card dues is essential and it is a condition of this Agreement that all payments towards Minimum Amount Due must reach HDFC Bank on or before the Payment Due Date indicated in the monthly Statement of Account.

If the Minimum Amount Due is not paid by the Payment Due Date, a late payment fee as specified in the tariff sheet will be debited to the Card Account and is subject to change at the discretion of HDFC Bank.

Non-payment of card dues shall also render the Cardmember liable to risk of instant withdrawal of the card membership without prior notice.

### **RETURNED PAYMENTS**

In case the cheque or any other payment instrument forwarded by the Cardmember is not honoured or must be returned to the Cardmember because it cannot be processed, HDFC Bank reserves the right to proceed legally against the Cardmember and would at its discretion levy a penal fee and/or temporarily withdraw credit facilities on the card. Repeated instances of payment instruments not being honoured could result in cancellation of the account. A cheque return fee at the prevailing rate would be levied on the amount of the returned cheque subject to a minimum amount as specified by the Bank from time to time. The attention of the Cardmember is invited to the provisions of section 138 of the Negotiable Instruments Act, 1881 and to the serious criminal penalties therein specified for the dishonour of cheques.

### **AUTO-DEBIT**

If the Cardmember has a Current Account or a Savings Account at any of our branches in India, the Bank may at its sole discretion arrange to have any one of these accounts debited automatically every month on the Cardmember's written/ authorised request.

The Cardmember may note that the Auto-Debit facility will not be available on certain classes of Accounts as determined by the Bank from time to time. Accounts currently residing in Micro Banker will not be eligible to participate in this facility.

The Automatic debit will be processed on the registered account nominated by the

Cardmember from the Payment Due Date and will be credited to the Card Account. In the event of non-realization of payment in the first attempt, repeat attempts will be made until realization of payment. Cardmember must have sufficient cleared funds in the nominated Savings or Current Account at the time of the debit being processed. In case the Cardmember has instructed the Bank to clear the Card Account balance fully (i.e., 100% Auto-Debit) each month, but the cleared balance available in the nominated Savings or Current Account is insufficient in any month, the Auto-Debit service will instead claim only the Minimum Amount Due (if the cleared balance in the nominated account is sufficient to cover the Minimum Amount Due). In such instances of non-recovery for Total Amount Due for two successive months, the AutoDebit instruction for all subsequent months will be amended by the Bank to claim for the Minimum Amount Due until receipt of fresh instructions from the customer. Where the AutoDebit service claims the Minimum Amount Due, and the nominated Savings or Current Account does not have sufficient funds to meet the claim, the amount will be reserved to Cardmember's Card Account and the Auto-Debit reversal charges at the prevailing rate would be levied to the Card Account. In such instance of non-recovery of Minimum Amount Due for two successive months, the Auto-Debit instruction for all subsequent months will be cancelled until receipt of fresh instructions from the customer for incorporation of Auto- Debit. The Bank reserves the right to accept and/or subsequently cancel or not accept any such instructions.

In case the Cardmember has instructed the Bank to claim for amounts other than the Minimum Amount Due and there is a credit or a payment made to the Card Account before the Payment due date, the Bank may at its discretion claim only the residual amount i.e., the difference between the amount outstanding as per the Statement and the payments/other credits received before the Payment due date. The Bank reserves the right to amend its policies with respect to such instructions from time to time.

In case the Cardmember has instructed the Bank to claim for amounts other than the Minimum Amount Due and in the event of non-recovery of funds, the Bank will attempt to recover at least the Minimum Amount Due on the Card Account. In future, the Bank may introduce at its discretion a variable option for Auto-Debit facility. Where the Cardmember has opted for a variable amount and the Minimum Amount Due payable on the Card Account is higher than the option exercised, the Bank reserves the right to claim the higher of the two.

If the Auto-Debit cannot be claimed for insufficient funds on the recovery date, the Auto-Debit reversal charges would be levied irrespective of any other payment/credit made into the Card Account through any other mode other than Auto-Debit. The Bank at a predetermined overdue status would reserve the right to withdraw the standing instructions given by the Cardmember without any prior notice and the facility may not be made available in future. In a specific case where subsequent to providing instruction to the Bank to Auto-Debit a nominated account, the nominated account is closed or transferred to another branch, the Cardmember undertakes to advise the Cards Services Division of the Bank of the change in status of the nominated account. Please note that the service or penal charges that accrue to the Cardmember's account because of non-compliance or delay of this advice will not be refunded.

#### **OPERATING ELECTRONIC TERMINALS**

The term 'Electronic Terminal' includes: Any HDFC Bank branch teller machines as and when introduced; Any of the Bank's Automated Teller Machines (ATMs) and Cash Dispensers; Automated Teller Machines (ATMs) and Cash Dispensers of other selected Banks/financial institutions; Electronic Funds Transfer at Point of Sale (EFTPOS) terminals; and, Any other authorised terminal or device connected to the Bank's electronic Banking system as and when introduced.

The Bank will specifically advise the Cardmember whenever the card is acceptable for use at our ATMs (Automated Teller Machines) or other bank's ATMs or other specified electronic devices. In such cases, where applicable, the Bank will provide the Cardmember with a PIN (Personal Identification Number) or the Cardmember can Set/Re-set his own PIN. The Bank reserves the right to alter the types of accounts, which may be operated or the types of transactions, which may be undertaken using the card and PIN, at any time. In the event that

the service is being provided on the card, the Bank will endeavour to maintain electronic access on our ATMs or electronic devices/terminals unless:

An Electronic Banking Terminal malfunctions or is otherwise unavailable for use. The Card Account is overdue or otherwise considered irregular by the Bank.

In any of these events, electronic access to the nominated accounts may be withdrawn without prior notice to the Cardmember, without any liability devolving upon the Bank for such withdrawal.

The Bank will advise the Cardmember of his/her PIN in a secure manner. The Bank will not be liable or responsible for any consequences of the Cardmember's valid PIN becoming known to a third party. The Cardmember will be liable for all consequences in the event of any loss due to the misuse of his/her PIN. This is applicable to the use of PIN while operating on any Mobile App of the Bank. If, after memorising the PIN, the PIN is lost or stolen, or if the PIN becomes known to somebody else, and if the card is still in the Cardmember's possession, he/she should immediately advise the Cards Division of the Bank/ Customer Support for assistance. Any delays may expose the Cardmember to the liability of unauthorised use of the card. Subject to the Card Account being valid, if the card is retained in the ATM, the Cardmember should contact our 24- Hour Customer Call Centre for assistance. A replaced card will be forwarded for a fee as specified by the Bank from time to time.

### **CHANGES TO TRANSACTIONS THROUGH TERMINALS**

Any transaction made by the Cardmember at any electronic terminal cannot be cancelled, altered or changed by the Cardmember.

### **PROCESSING DATE**

For transactions made at any of the Bank's ATMs and ATMs of other selected banks/financial institutions the Bank will endeavour to process the same to the Card Account on the same or following business day provided they are made prior to the close of the Bank's business hours.

### **PRINTED TRANSACTION RECORDS**

When the Cardmember completes a transaction at an electronic terminal he/she will receive a printed transaction or a notification Alert/ SMS in case of a Mobile based transaction record.

The Cardmember must check the record carefully. The Cardmember should retain these records for verification purposes and to aid in reconciling Account Statements.

Some of our ATMs will offer the option of not receiving a printed transaction record. However, it is recommended that the Cardmember always chooses to receive and stores the transaction record.

### **TRANSACTION LIMITS**

The Bank may change or impose limits on the amount of funds that are made available through electronic terminals, over any specified period of time for transactions that require the use of a card and PIN. Merchants and other banks/financial institutions may also impose additional restrictions on transaction limits.

### **ELECTRONIC FUNDS TRANSFER AT POINT OF SALE (EFTPOS)**

When using the card at an EFTPOS terminal, the Cardmember agrees that the Bank will not be held responsible or liable, unless required by law, for:

Any Bank/Financial Institution or Merchant refusing to accept or honour the card; or Any goods or services purchased with a card

Any complaint about goods or services must be resolved only with the Merchant concerned. If an EFTPOS terminal malfunctions or is otherwise unavailable for use, alternative manual transactions may be made using the card and a transaction voucher must be signed by the Cardmember at the request of the Merchant.

### **POINT-OF-SALE (POS) TRANSACTION**

When using the card at a POS terminal, the Cardmember agrees that the Bank will not be held responsible or liable, in the event that a POS terminal malfunctions or is unavailable for use.

Alternative manual transactions may be made using the card and a transaction voucher must be signed by the Cardmember.

## **INTERNET TRANSACTIONS**

The Cardmember is cautioned that any transaction on the Internet resulting in any outflow of Foreign Exchange must be made strictly in accordance with the Exchange Control Regulations of the RBI and that in event of failure to do so the Cardmember may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Card members, HDFC Bank reserves the right to decline at its sole discretion, certain Internet transactions, depending on the origin and nature of purchase. This is done with a view to protect the Cardmembers from unauthorised or fraudulent usage of account information by persons/parties.

## **DISPUTES**

Any chargeslip or other payment requisition received from a Merchant Partner by HDFC Bank for payment shall be conclusive proof that the charge recorded on such chargeslip or other requisition, was properly incurred for the amount and by the Cardmember referred to in that chargeslip or other requisition, as the case may be, by the use of the Credit Card, except where the Credit Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardmember and for which prior intimation to the Bank must be provided by the Cardmember. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardmember at a Merchant Partner by use of the card which is not recorded on a chargeslip.

If the Cardmember believes that an error has occurred in the Statement he/she should promptly inform the Bank by raising a dispute ticket on PayZapp Mobile App, (so that the same is received by the Bank within 30 days of the date of Statement in which the transaction under dispute was charged). The operating rules applicable under the Credit Card Scheme impose time limits on reporting disputed transactions. If the Cardmember does not report/inform the Bank within time, this makes it difficult for the Bank to gather information about the transactions and this may work to the Cardmember's disadvantage.

It is therefore advisable to notify the Bank of any disputed transactions immediately upon receipt of the Statement of Account. This includes any disputes regarding Reward Points (if applicable) allocated to the Card Account. To assist the Bank with its investigations, the Cardmember will need to provide the following information:

### **Cardmember name and card number**

Details of the transaction in question, wherever necessary the Bank will contact the Cardmember for any additional information required. Depending on the Bank's investigation and correction (if any), the Bank may, at its sole discretion, credit the Cardmember's account with the disputed amount and debit the appropriate Reward Points (if applicable) till a conclusion is arrived in respect of the dispute. Where, after completion of investigations, the Bank concludes that no error has occurred, the Bank may advise the Cardmember accordingly, and the account if already credited will be promptly debited for the disputed amount with relevant credit of Reward Points (if applicable) with the original transaction date, and interest will accrue accordingly. If, in the process of investigating the Cardmember's query, the Bank has had to retrieve voucher copies either from its archives or through another bank entity, the Cardmember's account will be debited for retrieval fees as specified by the Bank from time to time. Amounts due on the transactions including disputed transactions are payable by the due date appearing on the Statement of Accounts.

The Courts in Chennai, India, shall have exclusive jurisdiction to deal with all disputes between the Bank and the Cardmember, or the estate of the Cardmember and the Cardmember hereby irrevocably and unconditionally agrees to submit him/her to such exclusive jurisdiction.

## **SECURITY TIP**

Please ensure your email ID is updated with the Bank. The mobile number change is not allowed and if the cardmember wants to change the mobile number, then new card application is required to be submitted and new credit card will also be issued for the cardmember.

Kindly refer our Customer Protection Policy for electronic banking transactions at:  
[www.hdfcbank.com/assets/pdf/Customer-Protection-Policy.pdf](http://www.hdfcbank.com/assets/pdf/Customer-Protection-Policy.pdf)

### **AIRLINE/RAILWAY REFUNDS**

On cancellation of an Airline/Railway ticket, if the credit is not processed to the Cardmember's Account within 30 days of the cancellation date, the Cardmember may immediately mail a copy of the credit voucher to enable the Bank to follow up with the concerned member Bank for processing the transaction. The Bank will credit the Card Account as appropriate on receipt of the proceeds from the processing Bank. However, any Charge/Finance charge(s) resulting from delay at any parties' end to process the credit will need to be borne by the Cardmember. The Ticket Deposit Receipt is not a valid credit note and the Bank would be unable to take up the matter with the concerned member Bank for processing the credit. Cardmembers must submit the Ticket Deposit Receipt to the concerned Railway Authorities within the specified period (as applicable from time to time) and obtain a credit voucher. In the absence of a valid credit voucher, the Bank would be unable to credit the Card Account.

The Cardmember hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to non-credit of the cancelled ticket amount by the concerned authorities/member Banks.

Currently all tickets booked with the Railways using the Credit Card would attract a handling charge from the member Bank at a fixed percentage/amount, which cannot be suppressed and is due and payable. Transactions done using the Card Account may in the future attract similar charges as specified by the Franchise/Authorities. Intimation as appropriate will be given by the Bank to the Card member from time to time.

### **FUEL ON CREDIT/RAILWAY SURCHARGE**

The Cardmember can use the HDFC Bank International Credit Card to buy fuel (petrol, diesel or other petroleum products or automobile related services or other merchandise at petrol pumps) on credit at select petrol pumps across the country or for certain online transactions. Depending on the arrangement those organisations have with their member banks, the transaction will attract a service fee from the member bank and any taxes thereon, which may vary from time to time. This charge cannot be suppressed and is due and payable.

### **QUALITY OF GOODS AND SERVICES**

HDFC Bank shall not be in anyway responsible for merchandise, merchandise warranty or services purchased or availed of by the Cardmember from Merchant Partners including on account of delay in delivery, non-delivery, non- receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Credit Card facility is purely a facility to the Cardmember to purchase goods or avail of services and HDFC Bank holds out no warranty or makes no representation about quality, delivery or otherwise howsoever, and any dispute or claim must be resolved by the Cardmember with the Merchant Partner.

The existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.

Purchase made on the Credit Card shall remain the property of HDFC Bank till such time the charges pertaining thereto are paid in full by the Cardmember to HDFC Bank. HDFC Bank reserves the right at any time to seize or direct a Merchant Partner or any third party to seize all or any purchases made on the Credit Card if they are or come into possession, custody or control of HDFC Bank, the Merchant Partner or third party, as the case may be.

All liquor charges shall be subject to the laws in each State for acceptance of the Credit Card.

The Cardmember also specifically agrees that the services provided by the Affinity/Cobrand/Associated partners shall be with their exclusive expertise and that the Bank shall not be party to such service rendered by the Affinity/Co-brand/Associated partners nor does the Bank provide any guarantee or responsibility or indemnity to the Cardmember as far as the services rendered such as its quality, accuracy, scope and cost to the Cardmember. The Cardmember hereby undertakes that any disputes or argument that he may have with the Affinity/Co- brand/Associated partners with respect to services rendered will not constitute valid reason for him/her to dispute, delay or default on dues owed - in full or in part - on his HDFC Bank International Credit Card.

### **CARD LOSS:**

The Cardmember must notify the Customer Support using the PayZapp App or Bank Cards Division located at Chennai and its Regional Offices as intimated from time to time immediately if the Primary or any Additional Credit Card is lost, stolen, mutilated, not received when due or if he/she suspects that the Credit Card is being used without Cardmember's permission. A Cardmember must report a card lost by raising card block request through PayZapp mobile app or over the telephone. HDFC Bank will upon adequate verification temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Cardmember on this account.

Although the loss or theft may be reported over phone or fax the Cardmember must file a report with the local police and send an acknowledged copy accompanied by a letter signed by the primary Cardmember to the Bank.

Once a card is reported lost, it should not, under any circumstance be used if found by the Cardmember subsequently.

The Bank is not liable or responsible for any transactions incurred on the Card Account prior to time of reporting of the loss of the card and the Cardmember will be wholly liable for the same. After the receipt of proper notification of the loss by the Bank, the Cardmember's subsequent liability is zero.

The Cardmember will be liable for all transactions on the card if the card(s) loss is not reported immediately and the FIR not filed within 3 days of the loss/theft of the card.

Subject to the account being regular and the report of any card loss being received properly and in time, the Bank will reissue the Primary Card on receipt of written instructions confirming the loss, along with the FIR and send the re-issued Cards to the address of the Primary Cardmember. However, the re-issue of the card is completely at the discretion of the Bank.

The Cardmember will also fully co-operate with the Bank, the representatives of the Bank and/or legal authorities in the event of an investigation into any disputed transactions. The Cardmember hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the card, in the event that it is lost and not reported to the Bank or lost and misused before the Bank is informed.

### **CARD OR PIN LOSS OR THEFT**

The Cardmember must make a written report to the Bank's Cards Division located at Chennai and its Regional Offices as intimated from time to time immediately once he/she becomes aware (or should reasonably have become aware in the case of lost or stolen Cards) that: The card or PIN record (or both) has or may have been lost or stolen; or The PIN has or may have become known to someone else; or, the card or PIN (or both) has or may have been used by someone else.

If the Cardmember reports that the PIN may have become known to someone else or may have been used by someone else, the Cardmember must not continue to use that PIN.

The Cardmember shall always take steps to maintain the security of the Credit Card PIN. If Cardmember fails to observe the security requirements, this may result in misuse of card, for which Bank will not be liable for. The Cardmember is therefore required to Reset the PIN from the App periodically or as and when notified by the Bank.

### **CREDIT CARD RE-ISSUE AND REPLACEMENT**

If the Cardmember's Credit Card becomes defective or gets damaged, the Cardmember may ask for a replacement card by raising the card replacement request in the PayZapp mobile app. All such Credit Cards are subject to Terms and Conditions of Use and the Bank reserves the right not to reissue a Credit Card to any Cardmember.

### **VALIDITY/EXPIRY/RENEWAL**

The Credit Card will be valid until the last day of the month printed on the face of the Credit Card. While some Cards could be issued for a validity period of five year, the Bank may, at its discretion, issue Cards with validity for a period exceeding five year.

Unless in breach of the Terms and Conditions of Use, the Bank will automatically renew the validity of the card and send the new card(s) usually 30 days before the expiry of the current

card(s). In case of non-receipt of the renewed card(s) before the stipulated time, Cardmember should contact the Bank's Credit Card Division located at Chennai and its regional offices as intimated from time to time. In case the Cardmember does not wish to renew his/her card(s), the Bank must either receive his/her written instruction or raise block request through Mobile application at least 45 days prior to the expiry of his/her card(s). In the absence of this, the renewal fee (as applicable at the time of renewal) will be charged and must be paid and will not be refunded.

The Cardmember must not attempt to use his/her card outside its validity period. The Bank will not be liable in any manner whatsoever, for any consequences that may arise due to the Cardmember's attempt to use the card outside its validity period.

#### **CREDIT CARD CANCELLATION**

All Cards issued to the Cardmember remain the property of the Bank at all times and the Bank reserves the right to cancel and retrieve the card at any time without prior notice including if the Bank believes that the continued use of the card(s) is not in the interest of the Bank.

##### **BY THE BANK**

If a notice of cancellation is given, from the date of notice of such cancellation by the Bank, the Cardmember must not use his/her card and must immediately return the card to the Bank. Before returning the card to the Bank, the Cardmember must deface the signature panel (on the reverse) and cut the card(s) diagonally into half. The Cardmember will be required to clear all outstanding dues on the Card Account immediately.

Interest and any other applicable charges will continue to accrue on the Card Account until the outstanding balance of such Card Account is reduced to nil.

The death of a Cardmember, insolvency/dissolution/ bankruptcy/or winding up of a Corporate Body of a Cardmember shall automatically cancel the card issued to the Cardmember. The Card Account would also be liable to be suspended on instructions from any government/regulatory body. All amounts outstanding on the Card Account shall be deemed to have immediately become due on death, insolvency, bankruptcy, winding up or instruction from government/regulatory bodies, as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to the obligation of the Cardmember to forthwith pay all outstanding amounts.

##### **BY THE CARDMEMBER**

The Cardmember may cancel the Cards at any time by:

Making a request through Mobile application or written request only to the Bank for cancellation of Primary Card; and Cutting the card(s) diagonally in half and returning it to the Bank's Cards Division.

##### **BY THE BANK**

When the Bank cancels a card or receives instruction from the Cardmember to cancel a card:

The Bank will cancel the card. The card must not be used and must be returned to the Bank cut diagonally into half; and

##### **THE CARDMEMBER**

is responsible for any use of the card until the card is returned to the Bank cut diagonally into half; and must liquidate the outstanding immediately.

#### **CHANGE OF NAME AND ADDRESS**

The Cardmember agrees to promptly notify the Bank's Cards Division in writing or by raising change request in the PayZapp Mobile app, of any change to his/her Cardmember's name. The Bank reserves the right at its discretion to accept such request(s) pending production of statutory evidence of such a change.

The Cardmember also agrees to promptly notify any change of his/her residential and /or office address and/or email address(es) to the Bank's Cards Division or raising change request in the PayZapp Mobile app.

The mobile number change is not allowed, and if the card member wants to change the mobile number, then the cardmember should apply for a new card, and a new credit card will also be issued subject to the terms and conditions of the Bank.

The Cardmember would need to give the Bank notice of at least 5 business days after the receipt of his/her request to enable us to update the Bank's records.

### **CARD SECURITY**

The security of the card and the PIN is very important. If the Cardmember fails to observe the following security requirements he/she may be liable for any unauthorised use of the card and the PIN.

Card Tokenisation is offered as an optional service by RBI for customers. To tokenize the card, cardmember can proceed with an online purchase transaction on the merchant portal and initiate the transaction. At check out, cardmember can select HDFC Bank Credit/Debit Card and provide card details along with CVV. To tokenize the card the check box of "Secure your Card" or "Save Card as per RBI guidelines" is required to be selected. Final step is entering the OTP received on the registered mobile number.

In case of virtual credit card usage, the device tokenisation ensure that the token uniquely identifies the App on the device. This allows push notifications provider to route messages to the app-device combination on both IOS and Android mobile phones.

### **THE CARDMEMBER SHOULD**

Sign on the back of his/her card immediately on receipt

On the expiry date destroy his/her card by cutting it diagonally into half

Not let anyone else use his/her card both physical and virtual cards.,

Not hand over the card to anyone even to those posing to be authorised by the Bank

Take steps to protect his/her card from loss or theft

Notify the Bank once the Cardmember becomes aware that his/her card has been lost or stolen, or has been used by someone else

### **PIN SECURITY**

The Cardmember should:

\* Not divulge his/her PIN to anyone including a family member or friend

Use care to prevent anyone else seeing his/her PIN being entered in an electronic terminal

Not write or indicate his/her PIN on his/her card or elsewhere, even if it is disguised

Try to commit his/her PIN to memory and should not write or indicate his/her PIN anywhere

Notify HDFC Bank once he/she becomes aware that his/her PIN record has been lost or stolen, or known to or used by someone else

### **LIEN AND RIGHT OF SET-OFF**

It is agreed that the Bank, at any time and without notice, will have a lien and right of set-off on all monies belonging to the Cardmember standing to their credit in any account whatsoever with the Bank or in the possession or custody of the Bank. If upon demand by the Bank, the balance outstanding on the Card Account is not repaid within the prescribed time, such credit balance in any account including fixed deposit accounts and any properties of the Cardmember in the possession or custody of the Bank whether for safe keeping or otherwise, including but not limited to dematerialised shares or other securities of the Cardmember, held by the Bank as a Depository Participant, may be adjusted towards dues under the Card Account. In case of any deficit, the deficit amount may be recovered by the Bank from the Cardmember.

### **CREDIT REFERENCING BUREAU CROSS DEFAULT**

The Cardmember expressly accepts that if the Cardmember fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become due or commits any other default under any agreement (including this agreement) with HDFC Bank under which the Cardmember is enjoying any financial/credit/other facility, then in such event HDFC Bank shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights under any of the Cardmember's agreements (including this agreement) with HDFC Bank, at the sole discretion of HDFC Bank.

The Bank will preserve secrecy of details of transactions to the extent required by law. The Cardmember agrees, acknowledges and authorises that information on usage of credit facilities by customer(s) is/are exchanged across Banks, credit bureaus and financial institutions. An application for a Credit Card is subject to receipt of no adverse reports of Cardmember's creditworthiness from a bureau and/or any Bank/Financial Institution, where the Cardmember or his/her associates/family members avail of/have availed of a credit facility.

Similarly, the Bank reserves at its sole discretion with no liability and with no reference to the Cardmember, the right to cancel his/her Credit Card at any point during the period of validity of his/her Credit Card, on receipt of adverse information regarding the creditworthiness of the Cardmember (or his/her associates/family members) from any Bank/Financial Institutions/Bureau. As per laws governing confidentiality of sources, HDFC Bank is not liable to disclose the name of the Bank/Financial Institution/Bureau intimating this adverse information. On receipt of such information, the Cardmember's Card Account will be immediately cancelled and his/her entire outstanding balance (as well as any further charges not yet billed to his/her Card Account) will be demanded and will have to be paid immediately.

If the Cardmember's Card Account were cancelled due to breach of any of the Terms and Conditions of Use, the 'irregular conduct' of the Cardmember's credit facility would similarly be reported to other Banks/Financial Institutions/Bureau.

### **BREACH OF CONDITION**

If the Cardmember is in breach of any of the Terms and Conditions of Use, or if the Bank comes to the belief on reasonable grounds that the Cardmember induced the Bank to enter into the agreement governing the operation of his/her Card Account by any fraudulent misrepresentation, the outstanding balance on the Cardmember's Card Account shall, at the option of the Bank, become immediately due and payable to the Bank. In case of any breach of the Terms and Conditions of Use, the Bank reserves the right at the Cardmember's costs and consequences to also proceed under the appropriate laws of India.

The Cardmember undertakes to return or arrange for the return of his/her card duly cancelled, immediately upon being notified that the outstanding balance on his Card Account has become due and payable as aforesaid.

The Bank may at any time without prior notice suspend and/or cancel, the Cardmember's Card(s) if any of the Terms and Conditions are breached. Reward Points or any other benefits accumulated on cancelled/suspended Cards will be forfeited. The Cardmember agrees to pay the Bank the amount incurred or expended by the Bank in exercising its rights under these Terms and Conditions arising from any default/breach by the Cardmember. Upon payment to the Bank, in accordance with this Condition, of all amounts owing on the Cardmember's Card Account, the agreement governing the operation of his/her Card Account will thereby be terminated without the need for any further notice.

### **EXCLUSION OF LIABILITY**

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Applicant in respect of any loss/damage arising directly/indirectly out of (a) any defect in any goods or services supplied (b) the refusal of any person to honour or accept a card (c) the malfunction of any computer terminal (d) the giving of Transaction Instruction other than by a Cardmember (e) any Statement made by any person requesting the return of the card or any act performed by any person in conjunction (f) handing over of the card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises (g) The exercise by the Bank of its right to demand and procure the surrender of the card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any Person or Computer terminal (h) the exercise by the Bank of its right to terminate any card or the Card Account or (i) any injury to the credit character and reputation of the Applicant alleged to have been caused by the repossession of the card and/or, any request for its return or refusal of any service establishment/mail order establishment/Internet Merchant Establishment to honour or accept the card (j) any mis-statement, mis-representation, error or omission in any details disclosed by the Bank (k) decline of a charge because of exceeding

Foreign Exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardmember exceeding his entitlements. In the event a demand or claim for settlement of outstanding dues from the Cardmember is made either by the Bank or any person acting on behalf of the Bank, the Cardmember agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardmember, in any manner.

#### **GOVERNING LAW, JURISDICTION AND ARBITRATION**

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the laws of India. The mere fact that the Credit Card can be accessed by a Cardmember in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions of the Cardmember Agreement and/or the operations in the Card Account(s) of the Cardmember and/or the use of the Credit Card. This Cardmember Agreement shall be construed in accordance with the laws of India. Subject to the following paragraph, the parties hereto expressly agree that all disputes arising out of and /or relating to this Cardmember Agreement including any related documents shall be subject to the exclusive jurisdiction of the Courts/Tribunals within whose jurisdiction the regional processing center of the bank is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any Courts/Tribunals of any other place which has jurisdiction.

Any dispute under or arising out of anything under this Cardmember Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re- enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the parties. The cost of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. The venue of arbitration shall be at Mumbai or such other place as may be determined by the Bank. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award. Provided that nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Bank, if available now or in the future as against the Cardmember, if any and/or any other persons, or any of their respective assets, under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and/or the Insolvency and Bankruptcy Code, 2016, as may be amended, or its re-enactment and the Bank shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings. This clause shall survive termination of the Cardmember Agreement.

#### **TELE BANKING**

The Cardmember accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written Standing Instructions now given or that may hereafter be given. The Cardmember is aware that in connection with such telephonic facility, he/she is required to provide to the Bank or its appointed representatives over the telephone, details pertaining to him or his Card Account towards performing reasonable checks as considered appropriate by the Bank before the Bank executes his instructions for his convenience.

This telephonic facility shall cover and be applicable to all HDFC Bank Credit Cards of the Cardmember now existing or which may hereafter be opened by him. The Member unconditionally agrees that (I) he/ she shall not hold the Bank liable on account of the Bank acting in good faith on such instructions; (ii) in following such instructions, the Bank will be doing so on a best effort basis and he/she will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of his instructions; (iii) the Bank may in its discretion charge for or withdraw or suspend the facility wholly or in part at any

time; (iv) the Bank may in its discretion decide not to carry out any such instructions where the Bank has reason to believe (which decision of the Bank the Cardmember shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt; (v) the Bank may at its discretion tape or record such instructions and may rely on transcripts of such telephonic instructions as evidence in any proceedings; (vi) at the Cardmember's request the Bank may send to the Cardmember, financial information (sought for by the Cardmember) regarding the Cardmember's account(s) which may be of a private and confidential nature and the Cardmember shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.

In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the Cardmember's Accounts, he/she shall be obliged to intimate the relevant discrepancy by raising a dispute ticket on PayZapp Mobile App to the Bank within 30 days from the Statement in which the transaction was billed failing which the transaction shall be deemed to be correct and accepted by the Cardmember. In consideration of the Bank providing the Cardmember the said facility, the Cardmember agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardmember the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the Cardmember's instructions.

The Cardmember agrees that all conditions of the above indemnity will hold good, when the Bank executes his instructions for his convenience and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution. The Bank reserves the right to add/modify/delete any of the features/offers on the Payzapp App , other banking channels and tele-banking facility from time to time and the Cardmember expressly agrees to the changes in the service delivery resulting thereof.

#### **INSTALMENT SCHEMES**

This scheme as and when introduced, refers to a scheme made available by the Bank to the Cardmembers to enable instalment purchases to be paid wholly or partly by instalments subject to the Terms and Conditions of the scheme detailed in the promotion. Additionally, the Cardmember will be governed by the rules and regulations of the Cardmember Agreement. HDFC Bank will not be liable to the Cardmember for quality, price, or value of goods or any defects in such goods and services charged on the Credit Card.

#### **DISCOUNT SCHEMES**

Discount offers by the Bank are governed by the Terms and Conditions of the specific promotion offer. Cardmembers are not bound in any way to participate in such programmes. Any such participation is voluntary and the offer is made on a 'best-effort-basis'. HDFC Bank is neither responsible nor guarantees the quality of goods/services at the participating establishments, nor is liable for any defect or deficiency or shortcoming or facilitating process of the goods/services so obtained/availed or redeemed by HDFC Bank Credit Cardmembers at the participating establishments.

All participating establishments are independently liable/responsible for the quality of goods/services or otherwise provided by them under this programme. HDFC Bank shall not be liable in any manner whatsoever for any loss/damage/claim that may arise out of use or otherwise of any goods or services availed by the HDFC Bank Cardmembers. HDFC Bank reserves the absolute right to withdraw and/or alter any of the Terms and Conditions of such programmes at any time.

#### **SCHEDULE OF CHARGES**

The charges mentioned are valid as of the date of printing. They are subject to change from time to time at the Bank's discretion with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication. **BILLPAY**

The Cardmember may use the Credit Card to get drafts for payments towards utility bills of companies such as Electricity, Telephones and/or any other Company and entity as may be permitted by the Bank from time to time.

The same is presently available up to a maximum of the available Cash Limit and thereafter as determined by the Bank from time to time. The minimum draft value and Delivery or other Charges will be as specified by the Bank. The transaction will be treated as a Cash Advance. The Cardmember must notify the Bank immediately in the event of a draft being stolen or lost. The Bank will not be liable for misuse of the lost/stolen draft. The Cardmember is required to complete an Indemnity Form available at the Cards Division for such re-issue request. At the Bank's discretion a fresh draft will be issued or the existing draft will be cancelled as per the Cardmember's express written instruction.

The Cardmember agrees to provide correct identification details as registered with the billing company. The Cardmember agrees to indemnify the Bank from any liability due to erroneous information in this regard. The Cardmember further agrees and accepts responsibility to intimate the Bank regarding any changes in his identification details. The Cardmember agrees that the record of instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.

The Cardmember agrees that all transactions other than those executed instantaneously by the Bank, that is those requiring processing by the Bank, will be carried out only during business hours and the value dates, if any, will follow the operating hours/days decided by the Bank. The Cardmember agrees that the Bank is at liberty to withdraw at any time, this facility, or any services provided thereunder, in respect of any or all the accounts without assigning any reason whatsoever and with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

#### **DEFINITION OF TERMS ASSOCIATED WITH THE REWARDS PROGRAMME**

The Bank reserves the right to vary any of the Terms and Conditions of Use stated below from time to time with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

'Rewards Programme' means the programmes offered by the Bank under which its Cardmembers will be allowed to accumulate Reward Points for purchases (goods and services) made at Merchant Establishments by using the card and/or any other card usage deemed eligible by the Bank.

'Loyalty Programmes' mean the programmes conducted by a strategic partner of the Bank under which Cardmembers will be allowed to transfer Reward Points to these Loyalty Programmes (as and when made available) as per the Terms and Conditions in the Rewards Programme from time to time. The details of the Reward Points that can be transferred will be updated in the Rewards Catalogue from time to time.

'Reward Points List' means the list published by the Bank from time to time, of the number of Reward Points required to claim a product(s) or service(s) in accordance with the Rewards Programme's Terms and Conditions.

'Reward Points' or 'Points' means units added to or subtracted from a Reward Points records in the Bank's books in accordance with the Rewards Programme's Terms and Conditions.

'Rewards Service Centre' or 'Rewards Redemption Centre' means the centre designated to handle queries on Reward Points/redemption of Reward Points and/or all rewards related queries on the Rewards Programme.

#### **REWARDS PROGRAMME**

Reward Points accrued will reflect in the Statement as a message and will reflect as 'Reward Points Summary'. The following will reflect under the Reward Points Status:

- \* Opening Balance
- \* Earned
- \* Adjusted
- \* Closing Balance

'Closing Balance' means Reward Points that can be redeemed by the Cardmember to PayZapp CashPoints account balance. Minimum number of Reward Points that can be redeemed are 500 Reward Points or as per product feature mentioned on Bank website. HDFC Bank reserves the right to amend the minimum number of Reward Points required for redemption from time to time with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

'Reward Points earned this month' means Reward Points that have accrued on the transactions appearing on the Cardmember's Statement of Account accessible through the Payzapp App.

### **REWARDS Terms and Conditions**

Rewards Programme is voluntary and it is understood that all charges are voluntarily incurred by the Cardmember in the normal course of card usage. Further nothing contained herein will prejudice or affect the Terms and Conditions of Cardmember Agreement. The terms in this Rewards Programme will be in addition to and not in derogation of the terms contained in the Cardmember Agreement.

Rewards Programme is a feature made available by the Bank and the Bank expressly reserves the right, at any time, to add to and/or alter, modify, change or vary all or any of the Terms and Conditions or to replace wholly or in part, this Rewards Programme by another Rewards Programme, or withdraw it altogether, without assigning any reasons and with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication, even though the changes may affect Reward Points already accumulated. Cardmembers may be notified of changes to these Terms and Conditions in such manner as determined by the Bank from time to time.

### **EARNING REWARD POINTS**

1. Cardmembers may accumulate Reward Points for purchases (goods and services) made at Merchant Establishments by using the card and/or any other card usage deemed eligible by the Bank.
2. However, Reward Points will not accrue on Interest Charges, government taxes/charges, fees, Card Account adjustments resulting from disputed transactions or otherwise, cash advances, quasi cash transactions, and any transaction that is treated as a cash advance, such as transfers from other Financial Institution's Card Accounts, for example Balance Transfer, Foreign Exchange, Traveller's Cheques, gambling chip purchases, utility bills and / or other Prohibited transactions also as notified by the Bank from time to time.
3. The Reward Points accrued may be accumulated by a Cardmember. Reward Points may also be added to the Cardmember's Point Record for promotional and incentive programmes offered from time to time.
4. The number of Reward Points that may be provided from time to time for transactions will be specified in the PayZapp mobile app.
5. When the Cardmember obtains a refund or reimbursement for charges previously incurred (for example, for returned merchandise or a cancelled transaction) a credit will be issued to the Card Account in the amount of reimbursement granted. Such credits posted to the Card Account including but not limited to those arising from returned goods or services or cancelled transactions, will reduce the Reward Points accrued to the Card Account referable to the adjustments.
6. The Bank's computation of Reward Points shall be final, conclusive and binding on the Cardmember and will not be liable to be disputed or questioned.
7. Reward Points have no monetary value, except in respect of the value assigned by the Bank, are not convertible and can only be redeemed in as PayZapp CashPoints into PayZapp Mobile app. The obligation, if any, to provide Reward Points in accordance with the Terms and Conditions, the Cardmember will have no recourse against any Merchant Establishments in respect of Reward Points recorded in the Cardmember's Reward Points Record. There will be no refunds for Reward Points that are redeemed. Reward Points may not be transferred or sold.
8. Reward Points will accrue monthly, based on the relevant Card Account billing cycle and use of the card or Card Account in the previous month. The Bank

expressly reserves the right at its discretion to at any time establish additional means of accruing Reward Points, to delete any or all of the means currently recognized or to exclude specific types of transactions from accumulation of Reward Points.

11. Reward Points will reflect as a message in the Card Statement. The message will indicate Reward Points earned in the current month for the transactions that are specified in the Statement in the month, together with information on Reward Points that are available to be redeemed. The Reward Points for redemption are Reward Points net of total points earned and redeemed for the previous month and net of adjustments (corrections/reversals). Request for missing Reward Points must be raised as a dispute ticket on PayZapp Mobile App and be accompanied by a legible copy of the relevant sales receipts or Card Account Statements. The Bank will investigate all Reward Points queries but reserves the right to be the final arbiter in the event of any dispute. The Bank further reserves the right to adjust Reward Points Records retrospectively in the event of incorrect crediting or otherwise. The Card Statement will not carry the Reward Points message if the account is irregular or is not conducted as per the Bank's Terms and Conditions.

12. The Bank reserves the right to cancel or suspend Reward Points relating to the Card Account if it is in arrears, suspension or default or if the Card Account is or is reasonably suspected to be operated fraudulently. Reward Points earned but not redeemed at the time of death of the Cardmember shall be forfeited.

13. The Bank will make reasonable attempts to transmit information on Reward Points on the monthly Card Statements, notices and/or any other material relevant to the Cardmember to advise the Cardmember of various matters of interest including changes to Terms and Conditions of the Rewards Programme. The Bank will not be responsible for Correspondence on the above to the Cardmember, lost or delayed in the mail. Any Card Statement or notice will be deemed to have been given by the Bank if posted to the Cardmember's mailing address provided to the Bank. The Cardmember is responsible for advising the Bank of any change in address by updating the address through profile section in the PayZapp mobile app. 14. Subject to Clause 11 (mentioned above) the Cardmember's entitlement to redeem Reward Points is based on the Reward Points message in the Card Statement in relation to a Card Account. The number of Reward Points required to acquire Reward Points on various other Loyalty Programmes (as and when introduced) may vary from time to time and the Bank reserves the sole right to change Reward Points allocated.

15. In the event a Card Account is closed, the Bank will notify the Cardmember of such closure and any allowable claim for redemption of Reward Points must be made within 30 days of the date of closure. In the event the Rewards Programme is terminated, the Bank will notify the Cardmember of such termination and any allowable claim for redemption of Reward Points must be made within 90 days of the termination.

#### **REDEMPTION OF REWARD POINTS**

1. All questions or disputes regarding eligibility for Redemption or eligibility of Reward Points for accrual will be resolved by the Bank at its discretion.
2. If a Card Account is in arrears, suspension, and default or suspected/proven fraudulent, redemption of Reward Points will not be permissible.
3. The Bank reserves the right to change the minimum number of Reward Points without notice and without assigning reasons. The change, if any, caused by redemption will reflect in the Statement of Account in the 'Closing Balance' field. HDFC Bank reserves the right to alter/modify/remove altogether any or all of the above with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

#### **REWARD POINTS ADJUSTMENTS/DEDUCTION**

1. Reward Points used to redeem as PayZapp CashPoints will be deducted from the Cardmember's Reward Points Record at the time the request is received in the PayZapp Mobile app and the adjustment will reflect in the next month's Card Statement. All enquiries regarding Reward Points in the Card Statements must be made to the help centre in PayZapp mobile app within 90 days of the date of issue of the Card Statement.

2. Cardmember cannot make redemption requests by pooling Reward Points on different Card Accounts. Points once claimed, as Rewards cannot be returned for Points to a Reward Points Record or encashed. Transfer of Reward Points to other Loyalty Programmes will be solely at the discretion of the Bank and subject to the Terms and Conditions applicable to the respective Loyalty Programmes relating thereto from time to time.

3. Except as provided in any law which cannot be lawfully excluded or modified by agreement, the Bank makes no warranties or representations either express or implied and the Bank disclaims any and all liabilities (including consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of Rewards. The Bank expressly disclaims any and all liabilities with respect to negligence and breach of terms implied by law (including statute). The Bank does not accept any liability with respect to death, injury or any consequential loss arising from the supply of a Reward or from the loss, theft or destruction of a Reward. In the event that the Bank is liable for breach of any item implied by law, the Bank limits that liability where they are entitled to do so to.

4. The Bank may at any time and in its discretion, and without prior notice to the Cardmember, withdraw, limit, modify, cancel or increase the continued availability of any Reward or the number of Reward Point(s) required to obtain a particular Reward. The Bank expressly reserves

the right to limit the number of multiple redemption options of any one type which a Cardmember may claim at any one time or from time to time.

5. The Bank would specify a time frame from time to time within which the Points accrued by the Cardmember may be redeemed. Points not redeemed within such specified time limit would be lapsed and the Bank will not be responsible for claim of gifts against such lapsed points.

6. Every effort would be made to ensure that the information provided in the Reward Points List, Card Statement are current before claiming a Reward. However, the Bank expressly disclaims any responsibility for any inaccuracy or misdescription.

7. Any tax liability, stamp or other duty or other government charge where reporting is required in connection with or on any benefit derived by the Cardmember from the use of a card by him or her or by an additional Cardmember or receipt of a Reward is the Cardmember's sole responsibility.

#### **Goods & Services Tax (GST)**

- The applicable GST would be dependent on place of provision (POP) and place of supply (POS), If POP and POS are in the same state then applicable GST would be CGST and SGST/UTGST else, IGST.
- GST For FEE & Charges / Interest transactions Billed on statement date will reflect in next month statement.
- GST levied will not be reversed on Any dispute on Fee & Charges / interest.

#### **CHANGES TO CARDMEMBER AGREEMENT**

- The Bank reserves the right to vary any of the above Terms and Conditions of the Cardmember Agreement from time to time with due intimation to the customer.
- Changed Terms and Conditions shall be communicated through the Bank's website and by other acceptable modes of communication.