Terms & Conditions

1. DEFINITIONS:

1.1. "Account/s" refers to the account/s of the Customer with the Bank mutually designated for ENet Services from time to time and means all existi
and future accounts of the Customer with the bank.

1.2. "Application Form" shall mean the Customer's application for the provision of Services (as identified therein) including all Annexures and manda
thereto and as mutually modified/ executed from time to time.

1.3. "Beneficiaries" shall mean the persons identified by the Customer from time to time in whose favour payment / fund transfer instructions could
given by the Customer through the ENet

1.4. "Customer" shall mean the person / entity availing of the ENet Services under these Terms and conditions.

1.5. "ENet" / "Internet Banking Services" / "Corporate Internet Banking" / "Services" wherever used in these terms and conditions shall mean services
offered by the Bank to its customers (including but not limited to) corporates, institutions, Government bodies, firms, trusts and associations to obt
information and/or to carry out transactions over various channels of communication like the internet and mobile phones (including, without limita
the Message Centre Facility) including but not limited to (i) funds transfer facility by giving Payment Instructions, whether through Electronic Clearin
Service or otherwise. The funds transfer facility can be used to transfer funds to self accounts (whether within the HDFC Bank network or outside) a
third party transfers (whether within the HDFC Bank network or outside); ii) Requests for cheque books, stop payment, remittance (demand drafts/
orders), deposit account opening, renewal of deposit; (iii) Account status, which includes balance enquiry, transaction details, statement of accounts
credit/debit card details, demat account details; (v) Utility bill payment and Online tax payment (vi) Trade and foreign exchange services provided by
Bank and all modifications of such services including any other service by whatever name called as HDFC Bank may decide to provide to its custome
from time to time.

1.6. "ENet System" or "System" shall mean and include all hardware, software, computers, gateways, wiring and any instrument, machine and techn
HDFC Bank or under arrangement with HDFC Bank, used from time to time in or for providing the Services.

1.7. "HDFC Bank" / "Bank" shall mean HDFC Bank Limited, a banking company incorporated under the provisions of the Companies Act, 1956 and ha
registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel Mumbai – 400 013 and unless repugnant to the context or meaning thereo
mean and include its successors and assign.

1.8. "Instructions" shall mean Payment Instructions and Other Instructions.

1.9. "Message Center" means an internet based messaging and data communication facility on ENet.

1.10. "Other Instructions" shall mean and include all communications made/ instructions given by the Customer to HDFC Bank by following the Secu
Procedure for carrying out activities covered under the Services other than those covered under Payment Instructions.

1.11. "Password" means a secret series of characters comprising of English alphabet and/or numeric numbers and/or special characters that enable
User to access the Services.

1.12. "Payment Instructions" shall mean all communications made/ instructions given by the Customer to HDFC Bank by following the Security Proc
for transfer of funds, making payments or remittances, remittance (demand drafts/ pay orders, including bulk demand drafts) bill/ utility payments,
& foreign exchange related instructions and tax payments comprised in the Services and any other service as HDFC Bank may decide to provide fro

to time as a part of the Services, in relation to third parties.

1.13. "RBI" shall mean The Reserve Bank of India.

1.14. "Regulations" or "Guidelines" shall mean (i) the RTGS (Membership) Business Operating Guidelines, 2005 and RTGS (Membership) Regulations, as issued by RBI; (ii) the procedural guidelines with respect to The Reserve Bank of India Electronic Funds Transfer System – 1997 promulgated by R the procedural guidelines with respect to The Reserve Bank of India Special Electronic Funds Transfer System promulgated by RBI; (iv) the procedur guidelines with respect to The Reserve Bank of India National Electronic Funds Transfer System promulgated by RBI; and (v) the procedural guidelin respect to The Reserve Bank of India Electronic Clearing Services promulgated by RBI (vi) Foreign Exchange Management Act, 1999, Foreign Exchang Management (Deposit) Regulations and all other rules, regulations and/ or guidelines issued by the RBI or any other governmental or statutory auth from time to time in relation to the Services.

1.15. "RTGS Transaction Terms and Conditions" shall mean the Terms and Conditions for HDFC Bank RTGS Transactions as appearing on the Websit

1.16. Schemes" shall mean the following banking products and systems that have been introduced by the Reserve Bank of India: (i) Real Time Gross Settlement System (ii) Electronic Clearing Service (iiii) National Electronic Funds Transfer System and similar schemes that may be introduced by RBI time to time.

1.17. "Security Procedure" means a procedure established in writing between the Bank and the Customer for the purpose of verifying that an Instru or a communication amending or canceling an Instruction is that of the Customer or for detecting error in the transmission for the content of the Instruction. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, private and public ke infrastructure based authentication procedures (in the manner detailed in clause 3 below), callback procedures or similar security devices. HDFC Ba retains the right to add to or delete, in its discretion, one or more Security Procedures from time to time.

1.18. Terms and Conditions" shall mean these terms and conditions herein for use of internet banking and also as posted on the Website from time time.

1.19. "Users" shall mean the representatives of the Customer who have the rights to access the Accounts of the Customer through the ENet and sha include both Users with viewing rights and Users having inputting, uploading and/or authorization rights. Where such authorisation rights are given Customers on a joint basis, then this term shall mean such joint Users with authorisation rights, as the context or meaning may require.

1.20. "User-ID" means short collection of characters, numerals and/or special characters to be used to identify the User using the Password, for acce the Services.

1.21. "Website"/ "Site" shall mean the web-site or such other web-site as may be notified by the Bank from time to time.

Applicability of Terms

1.22. The use of ENet Services is governed by these Terms and conditions which are in addition to and not in derogation to the other terms and con applicable to the Customer including but not limited to (i) the terms and conditions, if any, prescribed by RBI with respect to each of the Schemes ar set forth in the Regulations/ Guidelines promulgated by RBI; (ii) RTGS Transaction Terms and Conditions; and (iii) the terms and conditions set forth agreements, if any, entered into and executed between HDFC Bank and the Customer with respect to the various Schemes. The terms and condition contained herein are not exhaustive and are in addition to the terms and conditions that the Bank may from time to time prescribe in relation to th Services.

2. SERVICES:

2.1. Subject to terms and conditions contained herein, the Regulations; RTGS Transaction Terms and Conditions and any other terms and conditions

may be specified on the Bank's Website, HDFC Bank agrees to provide to the Customer the Services through the Website. The mode, manner and ex
Services to be provided to the Customer shall be at the discretion of HDFC Bank. HDFC Bank shall be entitled to modify and/ or, upgrade these Serv
from time to time as it deems fit and shall endeavour to inform the Customer of such change in Services. All changes in the Services desired to be o
will be with the prior consent of HDFC Bank.

2.2. The Customer shall be required to submit a list of Beneficiaries to the Bank and shall be permitted to avail the Services, to the extent applicable
third parties, only in respect of specified Beneficiaries.

2.3. The Bank may, upon receipt of a request from the Customer with regard to clause 2.2 above, agree to accept and honour Payment Instructions
respect of entities not mentioned in the list of Beneficiaries which instructions shall be acted upon in such a mode and manner as may be stipulated
Bank from time to time.

2.4. In the event that HDFC Bank prescribes any additional terms and conditions for any new or existing facilities, in relation to the ENet Service, the
notwithstanding that such facilities may already be availed by the Customer as a part of the Services, the Customer shall make any application in su
manner, and in such format as may be required by HDFC Bank, and shall convey its acceptance to be governed by such additional Terms and Condi
prior to availing such services. The additional terms and conditions so accepted shall form a part of and be read together with these Terms and
Conditions. Each of such additional facilities availed of by the Customer shall be deemed to be a part of "Services" (as defined above) and all the ter
conditions as are applicable to Services hereunder shall, save and except as specifically modified by the additional terms and conditions, shall apply
such facilities.

2.5. Without prejudice to the generality of Clause 2.4 above, unless otherwise detrmined by HDFC Bank in its sole discretion, in the event the Custor
desirous of availing of (i) funds transfer facility by giving Payment Instructions through any of the Schemes introduced by the Reserve Bank of India
Real Time Gross Settlement System and National Electronic Funds Transfer System, the Customer shall be required to make a separate application
HDFC Bank for the purpose in the prescribed format and the Customer shall be governed by additional terms and conditions as mentioned in the fo
attached hereto as Annexure – I ("Scheme Annexure"); or (ii) cheque writing facility, demand draft/ pay order issuance facility (whether single or bulk
Customer shall be required to make a separate application to HDFC Bank for the purpose in the prescribed format and the Customer shall be gover
the additional terms and conditions as mentioned in annexure in the format attached hereto as Annexure – II ("Cheque Writing Annexure"); or (iii) M
Centre facility, the Customer shall be required to make a separate application to HDFC Bank for the purpose in the prescribed format and the Custo
shall be governed by additional terms and conditions as mentioned in annexure in the format attached hereto as Annexure – III ("Message Centre F
Annexure"); or (iv) Trade & Foreign Exchange Services, the Customer shall be required to make a separate application to HDFC Bank for the purpose
prescribed format and the Customer shall be governed by additional terms and conditions as may be prescribed by HDFC Bank from time to time.
Scheme Annexure, Message Centre Annexure, Cheque Writing Annexure and Trade & Foreign Exchange Annexure shall form a part of and be read
together with these Terms and Conditions. Each of the facilities mentioned in this clause 2.5 availed of by the Customer shall be deemed to be a par
"Services" (as defined above) and all the terms and conditions as are applicable to Services hereunder shall, save and except as specifically modified
Scheme Annexure and/or the Cheque Writing Facility, and/ or Message Centre Facility Annexure, shall apply to such facilities.

3. SECURITY PROCEDURE:

3.1. Access to the Services shall be by following the Security Procedure prescribed by the Bank from time to time. The Customers would be allotted
unique User-ID and Password(s) by the Bank or any other suitable means of authentication as decided by HDFC Bank, in its sole discretion, in the fir
instance for accessing the Services. In addition HDFC Bank may, at its discretion, advice the Customers to adopt such other Security Procedure and
of authentication as the Bank may require.

3.2. All Passwords chosen by the Customer would require to have such minimum characters or strings as HDFC Bank may from time to time specify
safety measure, the Customer shall change the Password as frequently thereafter as possible. If the Customer or, as the case may be, the User(s), fo
the Password, the Customer may request for the issue of a new Password either by sending a written request to the Bank or in such other manner
Bank may specify from time to time. The Customer/User(s) agree(s) and acknowledges that the Bank shall in no way be held responsible or liable, if
Customer/ User(s) incurs any loss as a result of the Password being disclosed/ shared by the Customers and/ or, as the case may be, the User(s) wit

unauthorized persons or in any other manner the security of the Password having being compromised.

3.3. The Customer and the Users authorized by the Customer shall keep the Password including the password used to encrypt the private key absol confidential and well protected and shall not reveal the same to any unauthorized third person, including the employees and representatives of HD Bank. HDFC Bank does not take or accept responsibility for any loss suffered by the Customer as a result of the Customer or, as the case may be, ar disclosing the Password to any third person (including the employees and representatives of HDFC Bank) and misuse of the same by such persons.

3.4. The Customer shall ensure that each User who avails of digital signatures for the purpose of using the Services shall generate the private key ar public key by following the appropriate and correct instructions prescribed by HDFC Bank and the Customer shall be bound by the private key and t public key so downloaded/ generated by the members of its organization, including the Users.. The Customer takes full responsibility for the safe cu of the private key so generated and the Customer would be responsible for and bound by any and all instructions given and/ or transactions carried the members of its organization by using the private key and the public key downloaded/ generated by them. Any Instruction(s) received by HDFC B from the server / machine of the Customer where the private key is downloaded by the Customer shall be deemed to be an Instruction/ Instruction by the Customer and the Customer hereby expressly agrees to be bound by the same.

3.5. The Customer hereby agrees, acknowledges and confirms that the Customer is availing of the facility to give Instructions in accordance with the contained herein entirely at its own risk and consequences. In the event of any Security Procedure being suggested/ prescribed by HDFC Bank, the Customer shall use the same at its own risks and consequences and HDFC Bank shall be entitled to presume as genuine all Instructions given by usi Security Procedure.

3.6. The Customer acknowledges and agrees that HDFC Bank may act as a certifying authority or a registering authority or subordinate certifying au for the purpose of issuing digital signatures and the Customer shall not raise any objections as a consequence of HDFC Bank acting in one or more capacities, apart from being the relying party, who relies on the use of the digital signature availed of by the Customer and/or its Users. The Bank in discretion may specify/allow one or more external Certifying Authority for issuing digital certificates.

4. JOINT ACCOUNTS:

In case of joint accounts, transactions through Internet Banking Services, shall be available if the mode of operation is indicated as 'either or survivo 'anyone or survivor'. The Customer desirous of using the Services should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one User-Id and Password for Services will be issued to each of the joint account h when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the Application Form for use Services. In case of joint accounts operated by more than one User, the Bank shall act on the Instruction received first and any subsequent Instructi shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the Instructions in the joint ac shall be binding on all the joint account holders, jointly and severally.

5. INSTRUCTIONS:

5.1. The Bank shall process Instructions received from the Customer during banking hours on working days even if such Instructions are received by Bank after or before the banking hours or on a day which is a bank holiday.

5.2. An Instruction will only be accepted by the Bank if it has been transmitted to the Bank in the manner mentioned in these Terms and Conditions using the Customer's User-ID, Password and any other Security Procedure prescribed hereunder. The Bank may, in its absolute discretion but witho being under an obligation to do so, if it so desires, make further checks as to the authenticity of an Instruction(s).

5.3. The Customer will be bound by any and all Instructions given and/ or transactions carried out by any User authorized by it. The Bank shall be en to rely upon all Instructions given by the Customer and act on such Instructions as though each such Instruction has been specifically authorised by Customer. All such Instructions shall be final and binding on the Customer. In the event of any dispute on the actual Instructions given to the Bank, records of the Bank would be final and binding on the Customer.

5.4. The Customer is solely responsible for the accuracy and authenticity of the Instructions provided to the Bank and the same shall be considered sufficient to operate the Internet Banking Services. The Bank shall not be required to independently verify the authenticity of any Instruction receive purported to have been received from the Customer through Internet Banking Services or purporting to have been sent by the Customer, other tha means of verification of the Security Procedure used by the Customer to authenticate the Instructions, including, without limitation, the User-Id, Pas and digital signature affixed used for giving any such Instructions. The Bank shall not be required to carry out any other authentication in the matte the Bank shall be entitled to presume that all Instructions received by the Bank and authenticated by using the Security Procedure are genuine Instructions.

5.5. An Instruction shall remain effective till such time the same is countermanded by further instructions by the Customer or effectuated by the Ba

5.6. If the Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized by the Customer; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law or policy, or (iii) the Bank has reason to believe that the Instruction is issued to carry unlawful transaction; or (iv) the Instruction is attached with notice of any special circumstances, the Bank may, (without being bound to do so) seek clarification from the Customer before acting on any such Instruction or act or refuse to act upon any such Instruction in the manner as it deems fit sole discretion The Bank will not be responsible or liable for any loss to the Customer or any third party that results from the refusal to carry out an Instructions or from any delay in effecting any Instructions in the above circumstances.

5.7. Notwithstanding anything to the contrary contained in these Terms and Conditions, the Bank shall, for genuine reasons, have the right to refus comply with any Instructions and shall not be under any duty to assess the prudence or otherwise of any Instruction.

5.8. The Customer agrees that the Bank can act on any Instructions given to the Bank including deducting money from the Customers' Account.

5.9. The Bank is not liable for any failure, delay or other shortcoming by any third party with whom the Customer may have accounts or otherwise w they are executing the Bank's instructions to them howsoever caused.

5.10. The Bank may suspend all or any of the services provided to the Customer under the Internet Banking Services without notice and without ass any reason therefor including, without limitation, where the Bank considers it necessary or advisable to do so, for example to protect the Customer there is a suspected breach of security or other reasons under which the Bank may in its sole discretion deem fit/ necessary for suspending such Se

5.11. The Bank will use reasonable efforts to inform the Customer without undue delay through the Internet Banking Service, and/or the Website if Services or any part thereof as provided hereunder are not available.

5.12. While the Bank shall endeavour to carry out the Instructions promptly, it shall not be responsible for any delay in carrying on the Instructions any reason whatsoever, including due to failure of operational systems or any requirement of Law.

5.13. A transaction being carried out is not always simultaneous with an Instruction being given. Time taken for processing records or transactions vary depending on the type of transaction and time restrictions including normal banking hours, although the Internet Banking Service may be acce outside banking hours. Further, the Bank shall not be liable for any omission to carry out any Instructions due to circumstances beyond its reasonal control.

5.14. The Customer may utilize the Services inter-alia to transfer of funds from its Account maintained with the Bank to other accounts, whether bel to the Customer or to third parties, maintained at Bank and/or at any other Bank. Any transfer of funds from the Customer's Account(s) using RBI's other statutory and/ or regulatory authorities' settlement mechanism shall be governed by the prescribed terms and conditions applicable to such transfers.

5.15. In case any Instruction is not effected for any reason, the Bank shall use its reasonable endeavours to intimate the status of the same to the Customer through the Website, or in such other manner as the Bank may, in its absolute discretion, deem fit.

5.16. If any Instruction cannot be given effect unless it is effected by requisite documentation, HDFC Bank shall not be required to act on such Instru until it receives such documentation.

5.17. In case of any Instruction relating to any foreign currency transaction made by the Customer, the exchange rates quoted by HDFC Bank, if any (whether through its Website or otherwise), shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which transaction is given effect to would be the effective rate for all intents and purposes.

5.18. Any Instructions given by the Customer should not contravene the provisions of the applicable Law including, without limitation, the Regulatio various regulations framed under Foreign Exchange Management Act, 1999, Foreign Exchange Management (Deposit) Regulations, 2000 and other and regulations laid down by Reserve Bank of India including Exchange Control Regulations.

6. CANCELING OR MODIFYING INSTRUCTIONS:

The Customer shall be entitled to cancel or modify any Instructions in the manner required by the Bank at any time before the Bank has made any payment pursuant to any such Instructions or has taken any action pursuant to an Instruction which cannot be reversed. The Bank will make reason efforts to cancel or, as the case may be, modify any Instruction as requested by the Customer. However, the Bank shall not be held liable if it is unab stop or prevent the implementation of the relevant Instruction(s).

7. AUTHORITY TO THE BANK FOR INTERNET BANKING SERVICES:

The Customer irrevocably and unconditionally authorises the Bank to access all its Account(s) for effecting banking or other transactions performed Customer through the Internet Banking Services by giving Instructions.

8. AMENDMENT TO TERMS AND CONDITIONS:

Notwithstanding anything contained elsewhere in these Terms and Conditions, HDFC Bank shall have the sole right to amend or supplement any of Terms and Conditions at any time if such amendment is required for the purpose of upgrading the existing Services or providing new services to th Customers. Such amended terms and conditions stipulated by HDFC Bank will thereupon apply to and be binding on the user. HDFC Bank shall end to inform the Customer of such changes.

9. SOFTWARE AND HARDWARE TO BE USED:

9.1. The Customer shall install at its own costs, such hardware and/or software including such encryption and security procedures as may be requir HDFC Bank from time to time to enable the Customer to access the Services. A security procedure once established by mutual agreement in writing remain valid until it is changed by mutual agreement.

9.2. The Customer acknowledges that the software and hardware underlying the Services as well as other Internet related software which are requi accessing and availing of the Services are the legal property of the respective vendors. The permission given by HDFC Bank to access the Services w convey any proprietary or ownership rights in the said software or hardware. The Customer shall not attempt to modify, translate, disassemble, dec or reverse engineer the software / hardware underlying the Services or create any derivative product based on the software / hardware.

10. INTERNET FRAUDS:

10.1. HDFC Bank shall adopt security measures as available in the industry from time to time. However the Customer acknowledges that the techno used including the Internet is susceptible to a number of frauds, misuse, hacking, virus, malicious, destructive or corrupting code, programme or ma which could affect Services. This could result in delays in the processing of instructions or failure in the processing of instructions and any other suc failures and HDFC Bank shall not be responsible for the same.

10.2. The Customer shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by HDFC Bank to the Customer through Internet Banking

11. MISTAKES & ERRORS:

The Customer is responsible for the correctness and accuracy of information supplied to HDFC Bank and shall ensure that there are no mistakes an errors in the information and Instructions given by the Customer to HDFC Bank for use of the Internet Banking / while using any facility of Internet B or through any other means such as electronic mail or written communication. The Customer acknowledges and agrees that in the event of any ina in any information and/ or Instruction, there could be consequent erroneous transfers. HDFC Bank accepts no liability for such or other consequenc arising out of erroneous information and/ or Information supplied by the Customer. If the Customer notices an error in the information supplied to Bank either in the Application Form or any other communication, it shall immediately advise the Bank which will endeavour to correct the error whe possible on a "reasonable efforts" basis. In the event of Customer's account receiving an incorrect credit by reason of a mistake committed by any o person, HDFC Bank shall be entitled to reverse the incorrect credit at any time whatsoever. The Customer shall be liable and continue to remain liab HDFC Bank for any unfair or unjust gain obtained as a result of the same.

12. LIMITS:

The Customer acknowledges that HDFC Bank may, from time to time as it deems fit, specify maximum and minimum limits of funds that may be transferred by virtue of a Payment Instruction. The Customer shall be bound by such limits imposed from time to time and shall strictly comply with

13. MAINTENANCE OF SUFFICIENT BALANCE:

13.1. The Customer shall ensure that there are sufficient clear and unencumbered funds or prearranged credit facilities in its Account for carrying o transactions comprised in any Instruction through Internet banking and HDFC Bank shall not be liable for any consequences arising out of its failure carry out the instructions due to inadequacy of funds and/ or credit facilities; provided always that HDFC Bank shall at its sole discretion be entitled carry out any Instructions on a selective basis notwithstanding such inadequacy of funds without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges. HDFC Bank will endeavour to effect funds transfer transaction comprised in the Instruction received through Internet Banking su to availability of sufficient funds in the relevant account of the Customer.

13.2. It is expressly agreed and understood that nothing contained in these Terms and Conditions shall be deemed to constitute an agreement on t of HDFC Bank for grant of overdraft or any other form of credit facility by HDFC Bank to the Customer with respect to the facilities/products covered Services. In the event of any incidental, concealed or temporary overdraft which may be occasioned or which may result due to non /delayed fundin Customer hereby agrees and the Customer shall be bound to repay the amount debited to the Customer's Account for which a Payment Instruction been executed by the Bank together with charges including interest payable to the Bank.

13.3. The Customer hereby agrees that if it fails to liquidate the overdraft, which may be occasioned as aforesaid, the following day after it occurs, H Bank shall notwithstanding anything to the contrary contained in the other documents that may have been executed between the Customer and HI Bank for any purpose whatsoever or any other understanding or in any law, have right to set off and appropriate the liability against or out of any o accounts/ funds belonging to the Customer, including the amount of any further cheques or drafts which may be deposited by the Customer with H Bank under the terms of the Terms and Conditions relating to the Services.

14. CHANGES IN INFORMATION:

Any and all changes in the information contained in the Application Form shall be communicated by the Customer to HDFC Bank in the manner stip by HDFC Bank along with accompanying corporate resolutions. In the event a Customer is desirous of changing the list of Users, the Customer shall entitled to do so by giving a letter to this effect to the Bank at the address specified by the Bank from time to time, along with accompanying corpor resolutions. Any such change notified by the Customer to the Bank shall be effective only after 7 working days from the date of receipt of such lette

Bank and till such time the Bank shall continue to accept and carry out instructions received from any of the representatives of the Customer whose names are mentioned in the list of Users then available with the Bank.

15. MODIFICATION OF SERVICES:

In the event of HDFC Bank making any changes, enhancements, and/or modifications to the Services and/ or RBI modifying any of the Schemes (wh Customer has availed of the facility of funds transfer facility by giving Payment Instructions through any of the Schemes, the Customer shall suitably modify/upgrade, at its own costs, its systems to comply with the Bank's ENet System and various Services provided by HDFC Bank through ENet Sys and further agrees to execute such additional agreements, writings, documents as may be required from time to time as may be required in this re The Customer hereby agrees that HDFC Bank shall not be liable for the failure of the Customer to so modify/ upgrade its systems to comply with th System or for any losses, claims, damages, expenses and/ or liabilities arising out of such failure of the Customer.

16. MAINTENANCE OF ENET SYSTEM:

16.1. HDFC Bank may from time to time upgrade, modify, alter or perform maintenance services on HDFC Bank's ENet System (hereinafter collectiv referred to as "Maintenance Services"). HDFC Bank shall endeavour to give prior notice of the maintenance services by providing such information Website or otherwise.

16.2. HDFC Bank shall not be under any obligation to support the software, hardware, operating or other systems of the Customer and further shall liable for any losses, damages and/or expenses incurred by the Customer in respect of any loss of access and/or use or interruption in the use of th System or Services due to the Maintenance Services being performed on the same.

17. CONFIDENTIALITY & DISCLOSURE:

17.1. The Customer hereby authorises the use of confidential information of the Customer by HDFC Bank and the transfer by HDFC Bank of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and age HDFC Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the Services to the Customer, and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfe such information as required by any law, court, regulatory or legal process.

18. DISCLAIMER OF WARRANTIES:

18.1. Except as warranted herein and in the Terms and Conditions, HDFC Bank makes no other express or implied warranty with respect to the Serv provided hereunder, and hereby expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to implied warranties of uninterrupted, error-free, timely or secure performance of the ENet System/ Services, title, satisfactory quality, merchantabilit fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking or any transm of information from HDFC Bank to the Customer being virus free.

18.2. HDFC Bank does not warrant that access to Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warrant the results that may be obtained from HDFC Bank's Website or use, accuracy or reliability of Internet Banking.

19. INDEMNITY:

19.1. In consideration of HDFC Bank providing Services to the Customer in accordance with the terms and conditions contained herein, the Custom at its own expense, indemnify and hold HDFC Bank, its directors and employees, representatives, agents and/or the affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which HDFC Bank may incur, sustain, suffer or is likely to suffer in connection wi HDFC Bank's or its affiliates' execution of the Customer's Instructions and against any and all actions, claims, liabilities (including statutory liability), penalties, demands, proceedings, losses, awards, damages, costs (including without limitation, legal costs of HDFC Bank on a solicitor and own clien basis), charges, losses and/ or expenses as a consequence or by reason of providing the Services for any action taken or omitted to be taken by HDF

basis), charges, losses and/ or expenses as a consequence of by reason of providing the Services for any action taken or omitted to be taken by HDF and /or its affiliates, its officers, employees or agents, on the Instructions of the Customer. The Customer will pay HDFC Bank and /or its affiliates su amount as may be determined by HDFC Bank and/or its affiliates to be sufficient to indemnify it against any such, loss or expenses even though the not have arisen or are contingent in nature.

19.2. Further, the Customer agrees, at its own expense, to indemnify, defend and hold harmless HDFC Bank, its directors and employees, represent agents, and its Affiliates against and all actions, claims, liabilities (including statutory liability), penalties, demands, proceedings, losses, awards, dam costs (including without limitation, legal costs of HDFC Bank on a solicitor and own client basis), charges, losses and/ or expenses on a full indemnity which HDFC Bank, its directors and employees, representatives, agents, and affiliates may incur, sustain, suffer or is/are likely to incur, sustain, suffe the extent that such claim, suit, action of other proceeding brought against HDFC Bank, its directors and employees, representatives, agents, and af is based on or arises in connection with the Services with reference to:

19.2.1. a violation of the terms contained herein by the Customer;
19.2.2. any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the Customer;
19.2.3. any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
19.2.4. any breach of any covenant or obligation to be performed by the Customer hereunder. The Customer agrees to pay any and all costs, damag expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or ar from any such claim, suit, action or proceeding attributable to any such claim.

19.3. In the event of HDFC Bank being entitled to be indemnified pursuant to the provisions of these Terms and Conditions, HDFC Bank shall be ent accordingly and to such extent debit the Customer's Account or any other account that the Customer may have with HDFC Bank, either singly or joi with one or more person(s).

20. APPLICABILITY TO FUTURE ACCOUNTS/ SERVICES:

20.1. HDFC Bank and the Customer agree that if the Customer opens further Accounts and subscribes to any of the Services with respect to such ne Accounts opened by the Customer, and HDFC Bank, at the request of the Customer, extends the Internet Banking facility to such Accounts and the Customer opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the Customer.

20.2. HDFC Bank and the Customer agree that if HDFC Bank provides further services to its customers as a part of the Services and the Customer subscribes to any such new Services offered by HDFC Bank, and HDFC Bank, at the request of the Customer, extends the Internet Banking facility to new Services, then the Terms shall automatically apply to such further use of the Internet Banking by the Customer.

21. INTERNET BANKING RECORDS AND TRANSACTION TERMS:

21.1. The Bank shall issue to the Customer duly authenticated record of a transaction after completion of such transaction and a statement of Accou through online/ offline mode for verification at the Customer's end. The Customer shall with a period of 7 (seven) days from date of transaction rep the Bank any discrepancy in the execution of an Instruction. The Customer agrees that it shall not be entitled to dispute the correctness of the execu an Instruction or the amount debited to its Account if it fails to report the discrepancy with the aforesaid period

21.2. All the records of HDFC Bank generated by the transactions arising out of the Instructions, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the Instructions received by HDFC Bank and the consequent transaction.

21.3. The Customer agrees not to object to the admission of HDFC Bank's records as evidence in any legal proceedings because such records are no originals, are not in writing or are documents produced by a computer.

21.4. HDFC Bank is permitted to utilize all information received by it from the Customer as evidence against the Customer before any competent Co Law or Judicial or Quasi-Judicial Authority or Tribunal or any other statutory or government authority.

22. LIMITATION OF LIABILITY:

22.1. The Customer understands and acknowledges that Internet is not necessarily a secure means of transmission. The Customer acknowledges a accepts that such transmission methods involve the risk of possible unauthorized alteration of data, unauthorized usage therefore for whatever pu and/ or virus attacks and are susceptible to a number of frauds, misuse, hacking, virus, malicious, destructive or corrupting code, programme or ma which could affect Services. This could result in delays in the processing of instructions or failure in the processing of instructions and any other suc failures and HDFC Bank shall not be responsible for the same. The Customer agrees to exempt HDFC Bank from any and all responsibility/ liability o misuse or virus attacks/ transmission to the Customer's system and not to hold HDFC Bank responsible/ liable for any such misuse and/ or virus att transmission to the Customer's system and further agrees to hold HDFC Bank free and harmless from all losses, costs, damages, expenses that may incurred by the Customer due to any errors, delays or problems in transmission or unauthorized/ illegal interception, alteration, manipulation of ele data, virus attacks/ transmission to the Customer's system or otherwise caused by using Internet as a means of transmission of Instructions.

22.2. Under no circumstances shall HDFC Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequ and irrespective of whether any claim is based on loss of profit or revenue or anticipated savings, interruption of business, any loss of any goodwill, character or nature whatsoever and whether sustained by the Customer or by any other person and which may arise in respect of the Services and/ these Terms and Conditions, including without limitation any loss of data, interruption or stoppage to the Customer's access to and/or use of the EN System, or arising out of the performance of the Services or otherwise. Illegal or improper use of the Internet Banking shall render the Customer lia payment of financial charges as decided by HDFC Bank or will result in suspension/ termination of the operations through the Internet Banking.

23. TERMINATION:

23.1. HDFC Bank reserves the right to discontinue all or any of the Services at any point of time, but HDFC Bank shall endeavor to provide a prior no the Customer in this regard save and except in circumstances where HDFC Bank has discontinued all or any of the Services as a consequence of the Customer committing any breach of the Terms and Conditions. HDFC Bank shall not be liable for any damages, claims of any nature whatsoever by of such termination or discontinuation of the Services, including the termination of agreement, if any.

23.2. Closure of Accounts of the Customer will terminate the Internet Banking Service.

23.3. Both the Parties are entitled to cancel the Services provided herein by giving a 15 days' prior notice to the other party in this regard.

23.4. HDFC Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user or concerns of security without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user

23.5. In case of termination of the Services, the Customer shall promptly and its own cost return all software, hardware and other devices provided HDFC Bank.

24. NOTICES:

24.1. All notice and communications under these Terms and Conditions relating to operating instructions, setup and modifications thereof given by Customer shall be in the manner prescribed by these Terms and Conditions or acceptable to HDFC Bank from time to time.

24.2. All other notices, communications and writings pursuant to these Terms and Conditions may be delivered by hand, by mail , by overnight cour service to (i) if by the Customer to HDFC Bank may be delivered by hand, by mail, by overnight courier service to HDFC Bank, [2nd floor, Corporate b Kamala Mills Compound, Senapati Bapat Marg, Lower Parel Mumbai – 13 or such other address as may be notified by the Bank from time to time (ii by the Bank to the Customer all notices shall be deemed to be given by hand delivery or by sending them by post to the last address given by the Customer or as mentioned in the Application Form.

24.3. HDFC Bank may publish notices on its Website. Such notices shall have the same effect as notice sent individually to each Customer.

25. FORCE MAJEURE:

HDFC Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hi
or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided
this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly
the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means
event due to any cause beyond the control of the HDFC Bank, including without limitation, network failure, faults in computer systems, storage devi
natural calamities, legal restraints or any other reason.

26. CHARGES:

26.1. The Customer hereby agrees to bear the standard charges including, without limitation, relating to transactions, instructions, setup & security,
payment, and cancellation of Instructions) as may be stipulated by the HDFC Bank or rates/charges mutually agreed from time to time for availing o
Services and intimated to the Customer through the Website or through any other medium, as the Bank may deem fit. HDFC Bank is authorised to
such charges to the Customer's Accounts.

26.2. Without prejudice to the generality of the foregoing, HDFC Bank shall be entitled to debit service from the Account(s) of the Customer if a Payn
Instruction fails due to various reasons including, without limitation, (i) the Customer not having sufficient unencumbered/ charged funds (or prearr
credit facilities) in its account for transactions comprised in any Payment Instruction; or (ii) the name of the Customer and/or one or more details re
for effecting the payment not having been correctly provided by the Customer.

27. NON- TRANSFERABILITY AND NON-ASSIGNABILITY:

The grant of the Services to a Customer is not transferable under any circumstance and shall be used only by the Customer. The Customer shall no
its rights and/ or obligations under these Terms and Conditions or any part thereof to any other person. HDFC Bank may subcontract and employ a
to carry out any of its obligations under these Terms and Conditions.

28. RIGHT OF SET-OFF AND LIEN:

HDFC Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Acco
or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Interne
Banking extended to and/ or used by the Customer.

29. GOVERNING LAW AND JURISDICTION:

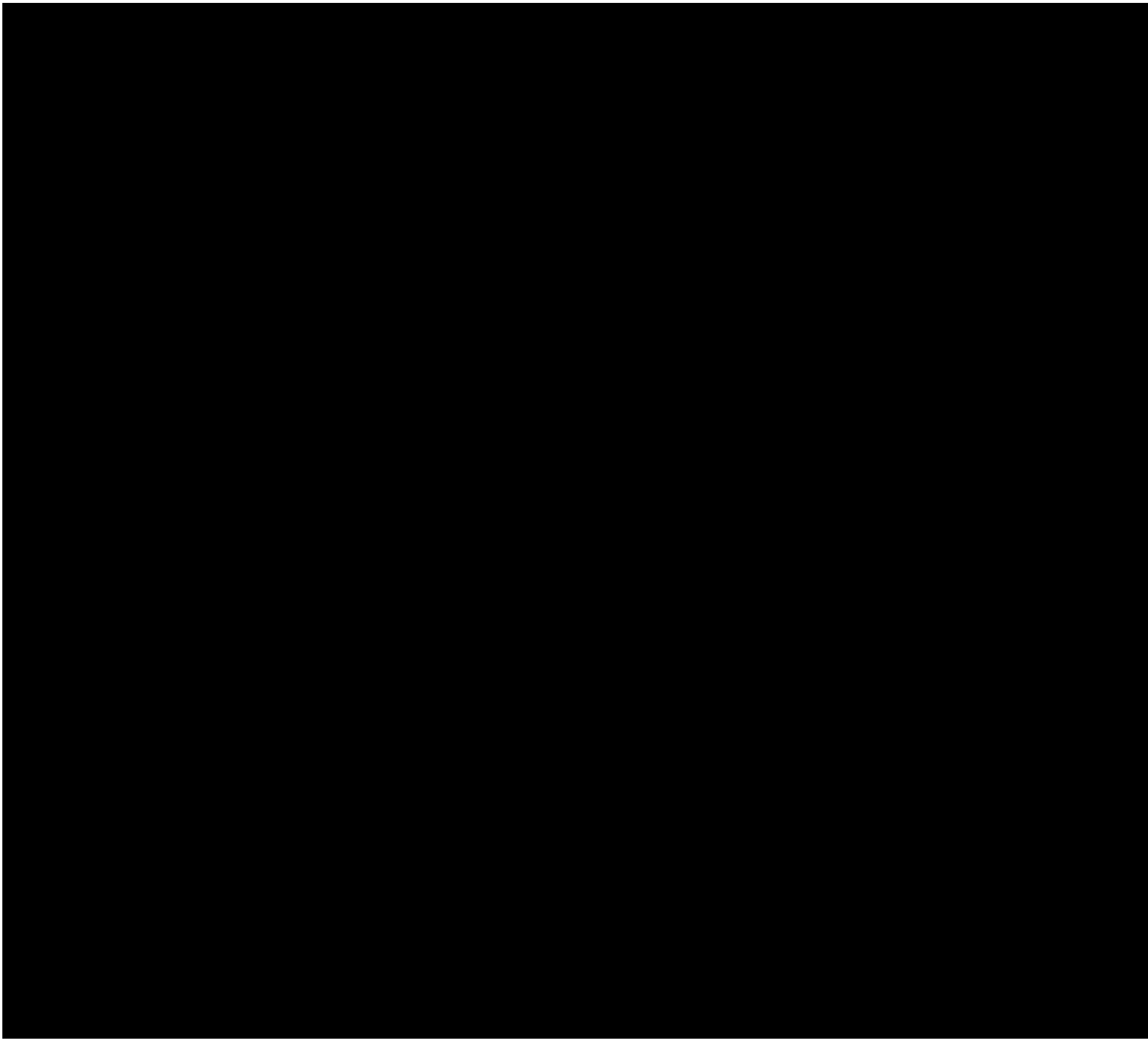
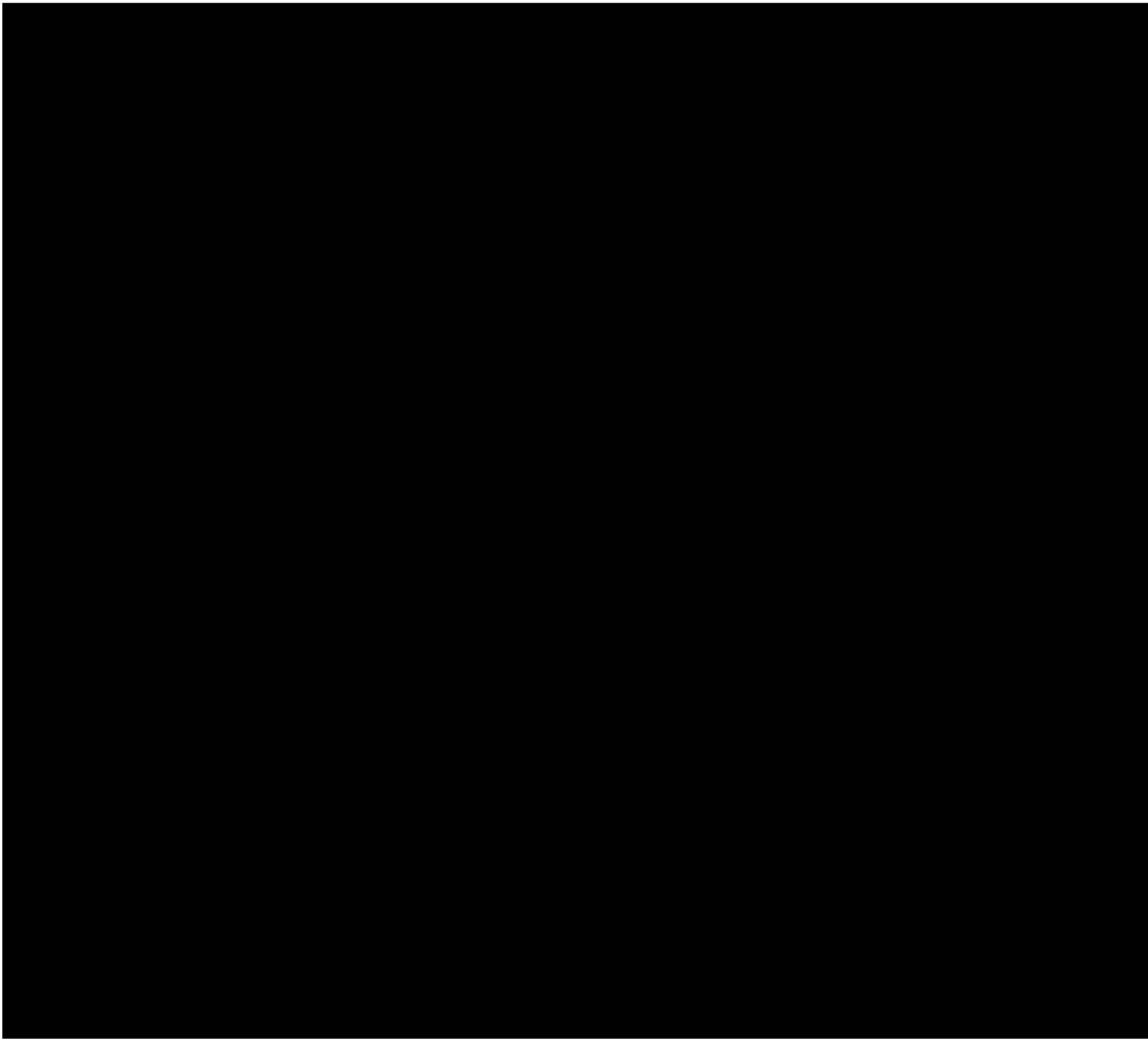
The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby
to the non-exclusive jurisdiction of the Courts at Mumbai. The Customer shall demonstrate his knowledge and acceptance of the aforesaid terms ar
conditions by logging onto or otherwise accessing or using the Bank's Corporate Internet Banking services. If the Customer does not agree with any
terms or conditions as aforesaid, the Customer should not use or attempt to use the Bank's corporate internet banking services in any manner wha
including by logging onto the "site".

ANNEXURE - I

**The recitals contained herein shall constitute an integral and operative part of the Terms and Conditions duly accepted by the Customer for availing
Services and the same shall be read, taken and construed as an essential part of terms and conditions between the Customer and HDFC Bank for av
the Corporate Internet Banking Services**

TERMS AND CONDITIONS FOR NEFT / RTGS

I/We am/are desirous of availing the Real Time Gross Settlement/ Electronic Funds Transfer Facility through the RBI RTGS/ NEFT System. In consider
of HDFC Bank agreeing to extend to me/us the said RTGS/ NEFT facility. I/ We hereby agree to and undertake the following terms and conditions.

1. Definitions: -

I. "NEFT Facility" means the Electronic Funds Transfer Facility through the RBI NEFT System.
II. "RTGS Facility" means the Real Time Gross Settlement Facility through the RBI RTGS System.
III. Words or expressions used in these Terms, but not specifically defined herein shall have the respective meanings assigned to them in the RBI NE