SWIGGY HDFC BANK CREDIT CARD
CARDMEMBER AGREEMENT

IMPORTANT

Before you use the enclosed HDFC Bank International Credit Card, please read these Terms and Conditions thoroughly. If you keep or use the HDFC Bank International 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 cut the Credit Card in half and return the pieces to us along with a letter for closure immediately. 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, it is expressly understood that the moment you sign on the reverse of your card or 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 signed the Credit Card application form which is acceptable by HDFC Bank Limited; and (2) any individual who has signed or used the card. 'Cardmember' shall mean either/or/both Primary and Add-on Cardmember as applicable.

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

'Additional Member' or 'Additional Cardmember' or 'Add-on Cardmember' shall mean an applicant who is an individual to whom a card bearing the individual name is issued by the Bank although the liability is shared with the Primary Cardmember.

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

'Corporate Card' means all cards issued to eligible corporate bodies or at their directions, pursuant to appropriate authorization and documentation, in respect of any of its staff, executives, directors or any other person authorized by the Corporate Body that will operate under joint and several or limited liability of the Corporate Body as well as the Cardmember.

'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 organizations and mail order advertisers (whether retailers, distributors or manufacturers), including mail order outlets (whether wholesalers, retailers, distributors or manufacturers), advertised as honoring 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 Authorized 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 authorized by HDFC Bank for such use, as described in these Terms and Condition

'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 authorize 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 recognizes 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 Card Carrier (known as welcome letter) enclosing the Credit Card will show the initial Credit Limit applicable to the Cardmember's account. The Credit Limit will also be shown on monthly Statement together with the amount of available credit at the Statement closing date. The Credit Limit should be the maximum amount that can be outstanding and owing to the Bank, on the Card
Account at any point of time. The Bank reserves the right to increase or decrease the limit from time to time. The Bank may also establish separate limits for Cash and Non-Cash Transactions (within the overall Credit Limit of the Card Account). The total outstanding balance must not exceed the Credit Limit. Any amount in excess of the limit must be paid immediately and will attract fees and service charges as applicable from time to time. 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 bona fide 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 Bank reserves the right to decrease and/or unconditionally cancel the limit assigned on the Card with due intimation to the card member. The Bank may, at its sole discretion, also offer incremental limit by obtaining explicit consent from the customer.

AVAILABLE CREDIT

The Available Credit 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 Non-Cash where applicable) on the Card Account. Subject to receipt of explicit consent from primary card holder to this effect, Bank reserves the right to exercise its sole discretion to honor transactions above the assigned Credit Limit (Credit Limit up to which customer can revolve) on a case-to-case basis taking Cardmember's spend and payment pattern(s) into consideration. In case the Bank is not able to reach the Cardmember for the fulfilment of any service request, it will contact the alternate contact person (as per the details provided by the Cardmember to the Bank at the time of application/acceptance). The Bank at its discretion may take service requests from the aforesaid alternate contact person on behalf of the Cardmember and may share the Card Account information (transaction, outstanding balance, payment details etc.) with such alternate contact person post verifying

his/her identity in order to ensure that the Cardmember enjoys uninterrupted services. The Cardmember authorizes the Bank to deal with the alternate contact person and acknowledges that the Bank will not be in breach of secrecy obligations by disclosing Card Account information to such alternate contact person.

BALANCE TRANSFER

Cardmember may be allowed to transfer outstanding balances on Credit Cards other than cards issued by us or loans/financial accounts held with other banks or financial institutions solely at our discretion and we reserve the absolute right to decline any such request(s) for Balance Transfer from all or any other Credit Card or financial accounts held by the Cardmember.

The offer will be valid for a specific period and will be subject to the approval of the Bank. The Bank reserves the absolute right to decline the Balance Transfer requests without assigning any reason whatsoever. The Balance Transfer draft will be drawn favoring the other Issuer, other bank Credit Card number and/or the Name of the Cardmember. The draft will be made payable at cities where HDFC Bank branches are located. The draft will be mailed to the Cardmember's mailing address as per the Bank's records. The differential interest on Balance Transfer (as may be specified by the Bank from time to time) will become applicable only for a period of three months or such period as may be decided by the Bank, from time to time, from the date the Balance Transfer has been effected. The Cardmember is requested to continue to make payments to the other bank Credit Card Account until a confirmatory letter on approval of Balance Transfer is received from HDFC Bank. At the end of three months from the date of Balance Transfer draft, the Balance Transfer outstanding will attract normal rate of interest as specified by the Bank from time to time. In the event of any breach of the Terms and Conditions of use of HDFC Bank International Credit Card without prejudice to any of its other rights,

HDFC Bank has the absolute rights and discretion to transfer the Balance Transfer amount at normal rate of interest prior to completion of three months.

HDFC Bank will not be held liable for any overdue payment or interest incurred on the other bank credit card. The payments to the Card Account will be applied towards payment of the relevant service charges and interest, and thereafter towards liquidation of the Balance Transfer amount and then towards the Cash and Retail Transactions in that order.

BALANCE TRANSFER TERMS AND CONDITIONS

The Cardmember may make a single request for a Balance Transfer within 6 months of account opening, subject to the offer being valid at that time.

Only one Balance Transfer request will be permitted per Cardmember. However, the transferred amount may be from multiple cards of other issuers, provided the total amount of Balance Transfer requested does not exceed 75% (or such other amount/percentage as may be decided by the Bank) of the available Credit Limit on the card. Balance Transfer requests will not be processed for amounts less than Rs. 2,500 (or such other amounts as may be prescribed by the Bank from time to time). **Balance Transfer from other HDFC Bank Card Accounts will not be accepted.** Balance Transfer requests are to be sent in writing by the Cardmember in the format as may be prescribed by the Bank. No telephone or fax requests will be entertained. Balance Transfer will not be accepted for amounts in excess of the outstanding reflected in the Statement(s) submitted with the Balance Transfer application.

HDFC Bank reserves the absolute right to accept/reject Balance Transfer requests from overdue status accounts or accounts where Credit Limit has been exceeded or where the account conduct has been unsatisfactory.

The Cardmember must continue to make payments to the designated Credit Card issuing companies until he/she receives confirmation that the specific account has been credited. HDFC Bank will not be held liable for a new overdue payment or interest incurred on such other bank Card Account(s). Interest will be charged on a daily basis, at the prevailing interest rates on the amount transferred, starting from the day of issue of the Pay Order/Demand Draft.

Pay Order/Demand Draft favoring Credit Card issuing companies will be dispatched to the Cardmember's mailing address by courier. The Pay Order/Demand Draft shall be payable at the location of the Cardmember's mailing address, or at the closest HDFC Bank location.

The discounted rate of interest (as may be decided by the Bank from time to time) shall be applicable for the Balances Transferred and will be available for 3 months (or such other period as the Bank may decide from time to time) postdate of processing of the Balance Transfer. However, during this period, all other Cash and Retail transactions incurred by the Cardmember shall be levied normal charges and interest as applicable. At the end of three months from the date of availing the Balance Transfer facility, if the amount is not fully paid off, the outstanding balance shall attract the normal interest prevailing at that time. Nothing expressed or implied in the programme shall in any way waive or amend any of the Terms and Conditions of the existing Cardmember Agreement with HDFC Bank.

HDFC Bank shall not be liable whatsoever for any loss/damage/claim that may arise out of any use or non-use of any goods or services availed of by the Cardmember under this offer. All disputes arising out of such Balance Transfers shall be subject to the exclusive jurisdiction of the competent courts in Chennai.

INSTALMENT PROGRAMMES

HDFC Bank shall be entitled to, at its sole discretion, make available to individual Cardmembers instalment loan programs 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 - Personal Loan or Jumbo Cash Facility and EMI (Equated Monthly instalment) Facility as more properly described hereinafter.

Personal Loan or Jumbo Cash Facility

a) The Personal Loan/Jumbo Cash Facility may be made available to Cardmembers at the sole discretion of the Bank based on the profile, credit behavior and any such other criteria of the Cardmember and/or of the card that the Bank may determine in its sole discretion as follows:

(i) Up to Available Cash Limit,
(ii) Up to Available Credit Limit and
(iii) Above Credit Limit

b) HDFC Bank shall make available the Personal Loan/Jumbo Cash Facility to the Cardmembers through mailers or telephonically, as a separate loan account with an application form.

c) Receipt and encashment of a disbursed Demand Draft or credit into Savings Account against such a Loan Facility shall be deemed as acceptance of the Terms and Conditions and/or the Terms and Conditions governing the concerned Loan programme.

d) The Cardmember acknowledges that:
(i) The instalment facility is available at the sole discretion of HDFC Bank and only to select Cardmembers:
(ii)No Cardmember may claim a vested right to avail of such facility;
(iii) Such facility will be available for such period as HDFC Bank may decide;
(iv) The interest component of the EMIs will be Cardmember specific as decided by HDFC Bank from time to time at its sole discretion;
(v)The amount of down-payment, the amount of transaction fees and the tenure for the payment of the EMIs and other payment particulars will be Cardmember specific as decided by HDFC Bank at its sole discretion.

e) HDFC Bank reserves the right to change the tenure and interest rate during the life of the Personal Loan/Jumbo Cash Facility with due intimation to the Cardmember.

f)Delay in the payment of any EMIs on their respective due dates shall attract the then applicable (i) late payment charge and (ii) interest, but the same shall be without prejudice to the Bank's right to discontinue the Personal Loan/Jumbo Cash Facility and/or demand immediate repayment of the entire balance outstanding. This would result in invalidation of the related credit card from further usage. Delay in the payment of such outstanding balance shall attract the applicable Interest Charge till repayment by the Cardmember.

g) The Cardmember acknowledges that the interest rate applicable on the Personal Loan/Jumbo Cash Facility shall be as per the covenants of the particular instalment loan offer. Non-adherence to the Terms and Conditions of the concerned offer and/or delayed repayments may attract a penal interest, which will be decided and communicated by HDFC Bank to the Cardmember from time to time.

h) Once the Cardmember has opted for an instalment programme and for payment by EMIs, any subsequent change will attract a pre-closure charge as may be determined by HDFC Bank and communicated to the Cardmember from time to time.

i) The Cardmember agrees that funds from the Personal Loan/Jumbo Cash Facility will not be used for speculative or money laundering and/or anti-social purposes.

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 EMIs and other payment particulars will be Cardmember specific as HDFC Bank may decide;

ADDITIONAL CARDS

The Primary Cardmember either singly or jointly with the additional card applicant, may request the Bank to issue additional cards for operation on his/her Card Account. The Cardmember acknowledges that the Credit Limit approved on the Card Account is to cover all transactions whether initiated by the Cardmember or the additional Cardmember. Further the Cardmember acknowledges that and holds the Bank indemnified for all liability on transactions, fees, costs and any other charges outstanding in the Card Account at any time including transactions initiated by additional Cardmember(s). The Cardmember also acknowledges undertaking to validate transactions with the additional Cardmembers since no separate statement may be mailed to the additional Cardmember.

The Cardmember accepts that the Bank may issue an additional card on instructions from the Primary Cardmember over telephone or in writing or through other modes as decided by the Bank from time to time. The Addon Card may be issued to the Cardmember's spouse, parents, siblings or children over 18 years of age. The Cardmember in this connection is required to provide the Bank or its appointed representatives, details pertaining to him/her and Add-on Card applicants towards performing reasonable checks for identification and issuing the Add-on Card as considered appropriate by the Bank before the execution of his request for an Add-on Card. The Cardmember will be fully responsible and liable for all transactions incurred on the Add-on Card(s). These transactions will be charged to the Card Account and will be included in the statement and will not be segregated in any manner from the transactions incurred by the Primary Cardmember. No separate statement will be issued for Add-on Card transactions. The Add-on Cardmembers will also be bound by all Terms and Conditions of use and all Foreign Exchange Laws/Guidelines and all applicable statutes.

The Primary Cardmember may withdraw the authority of any Add-on Card member by sending a written request to the Bank accompanied by the Add-on Card, diagonally cut in half. On receipt of both the request and the Add-on Card so cancelled, the Bank will cancel the Add-on Card and withdraw the authority given to the Add-on Cardmember. All transactions incurred on the Add-on Card(s) but not billed prior to the date of the cancelled card(s) if received by the Bank, shall be deemed valid and will be binding on the Primary Cardmember.

CO-BRAND/AFFINITY/PARTNER SCHEMES

The partnership agreement between HDFC Bank and the associated Co- brand/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.

CORPORATE CARD

HDFC Bank, as and when applicable may issue a Corporate Card in the name of the individual and/or company and/or firm, and/or governmental entity and/or agency vide a Corporate Agreement as appropriate from time to time.

The Corporate Agreement between HDFC Bank and the corporate shall be conclusive and binding on a Cardmember and nothing contained in the Corporate Agreement(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 Corporate Agreement shall be construed as binding obligation on HDFC Bank to continue the Corporate Agreement after the Corporate Agreement termination date or to substitute the Corporate Agreement by a new or similar Corporate Agreement.

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 Corporate Agreement(s) by another Corporate Agreement(s) or to withdraw it altogether, 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.

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 authorizes the Bank to appoint authorized 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 authorized representatives. Further, the Bank shall solely be responsible for any consequences arising out of the acts or omissions of such representatives which is on account of its responsibilities under applicable law.

All charges payable to such authorized 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 utilize 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 honored only when it carries the signature of the Primary or Add- on Cardmember, as applicable. The card will normally be honored by Merchant Establishments displaying the MASTER (as applicable) symbol. Card promotional material or MASTER (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.Utilization 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/traveler’s cheques to the extent of his or her applicable entitlement thereto from an authorized dealer/full- fledged money-changer. Sale of such foreign currency notes/traveler’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/traveler’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 authorized 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 mail a Statement of transactions in the Card Account every month on a predetermined date, to the mailing address provided by the Cardmember. If the balance outstanding is less than Rs. 200 and there is no further transaction pending billing since the last Statement, no Statement will be issued.
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 call the HDFC Bank Credit Cards Division to check the amount payable. Requests for duplicate Statements will attract charges as determined by the Bank from time to time. The Statement date is predetermined and cannot be changed. The Cardmember further agrees that the Bank may round off the bill as determined appropriate by the Bank from time to time. 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 or by any (Add-on) 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.
All Balance Transfers, if any, availed of by the Cardmember. The charges set out elsewhere in the Cardmember Agreement (e.g., Fees, Service Charges, Service Tax etc.)
The Cardmember should check each Statement of Account carefully on receipt and immediately notify the Bank of any unauthorized mail or telephone order/internet, any disputed transaction or any other error. International transactions on the HDFC Bank International Credit Card: These will be identifiable by a second memo line appearing under the Merchant name - detailing the Foreign Currency and amount.

TRANSACTIONS

Whenever the Cardmember signs a sales slip/chargeslip, mail order form, places a telephonic/internet order, or any other document authorizing 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 and Add-on Cards 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 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 and on the outstanding account balance on the Card Account from the first day of the last Statement period.
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.
HDFC Bank will ordinarily levy interest on the purchase balance outstanding on the Card Account on a daily basis by applying its current daily percentage rate to the amount of the purchase balance outstanding at the end of each day. HDFC Bank will levy a finance charge on Cash Advance balances on a daily basis by applying its current daily percentage rate to the amount of the Cash Advance balance at the end of each day.
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 non-payment. 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 5% (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. Balance Transfer Amount Billed (if applicable)
4. Cash Advances Billed
5. Retail Transactions Billed
6. Balance Transfer Amount Current (if applicable)
7. Cash Advances Current
8. 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.

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 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 a vailable 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 Auto-Debit 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 Auto-Debit 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). 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. On receipt of this PIN, the Cardmember must memorise it and destroy the original PIN advice. The Bank's ATMs may allow the Cardmember to change the PIN (originally advised by the Bank) to a PIN of his/her choice. The PIN advised to the Cardmember by the Bank is confidential and must not be made known by the Cardmember to anybody. 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.
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. 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 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 transaction record. However, it is recommended that the Cardmember always choose to receive a 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 in writing, (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 should it need any further information. Pending 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.

In case of any dispute on an Add-on Cardmember usage, a copy of the chargeslip in a card present environment will be deemed to be conclusive proof of usage by the Add-on Cardmember and will be binding on the Primary Cardmember to construe the same as valid/due and payable. During the course of any interaction on the disputed transactions, the Bank may, at its sole discretion, record the facts, evidences, telephonic conversations with the customer for the purpose of investigation.

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 mobile number and email ID is updated with the Bank.

Kindly refer our Customer Protection Policy for electronic banking transactions at: 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 time 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.

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 organizations 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.

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.

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, nondelivery, 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/Co-brand/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 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 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. As the Add-on Card is an extended facility given on the primary Card Account, the Add-on Card is rendered invalid when the Primary Card is reported lost. Similarly, if the Add-on Card is reported lost, the Primary Card Account and other Add-on Cards are invalidated.
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 (and Add-ons, where applicable) 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 (Primary and/or Add on) 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.

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 at any of the Bank's Cards Division located at Chennai and its Regional Offices as intimated from time to time.
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 one year, the Bank may, at its discretion, issue Cards with validity for a period exceeding one year.
Unless in breach of the Terms and Conditions of Use, the Bank will automatically renew the validity of the card (and that of the Add-on Cardmembers) 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 receive his/her written instruction 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 (and/or those issued to the Add-on Cardmembers) 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 as well as any Add-on Cardmembers. 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.
In the event a Corporate Body is subject to any dissolution or winding up proceedings, or if any order is in force issued by a government/regulatory body which directly or indirectly prohibits the Bank from issuing Credit Cards to that Corporate Body, all Corporate Cards issued to employees of that Corporate Body would be cancelled without notice. The Bank is not liable for any claims arising out of such cancellation. All Cards would have to be destroyed and surrendered in the stipulated manner and all amounts outstanding on these Cards would become payable immediately.

BY THE CARDMEMBER

The Cardmember may cancel the Cards at any time by:
Making a written request only to the Bank for cancellation of only Add-on Card or both Primary and Add-on Cards; 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 and send a written confirmation to the Cardmember on liquidation of outstanding dues on the Card Account. 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, of any change to his/her name or an Additional (Add-on) 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 contact telephone number(s) and/or mobile number and/or email addresse(s) to the Bank's Cards Division. The Cardmember would need to give the Bank a 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.

THE CARDMEMBER (PRIMARY AND ADD-ON) 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
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 and
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 (Primary and Add-on) 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

EXPENSE OF ENFORCEMENT

The primary applicant will be liable for all charges incurred with the Add-on card(s) issued on the account. Being a primary cardmember they shall undertake to indemnify the Bank in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce rules and regulations including all legal fees and disbursements on a full indemnity basis.

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 and/or Add-on 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 and/or Add-on 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 and/or Add-on 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 and/or Add-on Cardmember.

FD LIEN PROCESS FOR FD LINKED CREDIT CARD:

Without prejudice to Bank's right of general lien and set off, in case of issuance of credit card against Fixed Deposit ("FD linked Cards"), the Bank shall be authorized to mark a lien on the Fixed Deposit(s) ("FD") held by the card holder with the Bank to the extent of the amount declared by the card holder in the FD Lien Declaration. The aforesaid lien over FD shall be the security for the FD linked card issued / to be issued by the Bank to the card holder. The card holder hereby irrevocably and unconditionally authorises the Bank to liquidate the FD at Bank's sole discretion in the event of non-payment of outstanding dues by the card holder without any notice and thereupon appropriate and apply the proceeds towards the outstanding dues on the FD linked card. The card holder hereby acknowledges and agrees that the Bank shall not be held responsible for the loss, charges or costs, if any, to the card holder arising due to such premature withdrawal of the FD. In the event that the aforesaid premature withdrawal of the FD does not take place whilst the FD linked Card is in use by the card holder, the card holder hereby specifically authorises the Bank to automatically roll-over the FD for further similar period(s) on each maturity date so long as the FD linked card is active / in use. For avoidance of doubt, it is hereby clarified and specifically agreed by the card holder that in the event of shortfall post aforesaid premature withdrawal of FD, the Bank shall be entitled to proceed against the card holder to recover the balance outstanding dues. This clause is a prerequisite for issuance of FD linked card, and it will become effective and applicable only in the event of issuance of FD linked card.

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.

In accordance with the Reserve Bank of India (Commercial Banks – Fraud Risk Management) Directions, 2026, the Bank shall be entitled to conduct audits or forensic examinations of the Card Account at its discretion, including pursuant to any red-flagging of the account. The Cardmember agrees that this Agreement shall be deemed to enable the Bank to carry out audit by itself or a third party at the behest of the Bank or any consortium lender(s), and the Cardmember shall extend full cooperation for the same.

Where the audit report is delayed or remains inconclusive on account of any act/ omission/ non-cooperation by the Cardmember or any related Person/entity for any reason whatsoever, the Cardmember agrees that the Bank shall be entitled to determine the status of the Card Account as fraud or otherwise on the basis of the material available on its records and its own internal assessment or investigation.

The Cardmember is aware and agreed that prior to classifying or declaring any Card Account or related Person/entity as fraud, the Bank shall issue a reasoned order setting out the facts relied upon, the submissions made in response to the show cause notice, and the specific grounds for such classification, and the Bank shall strictly adhere to the principles of natural justice in all such matters, including where such classification may entail civil consequences.

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 and any Add-on Card(s) 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.

The Cardmember shall ensure that the Credit Card issued shall be used for personal expenses and purposes only. The Cardmember shall not use the Credit Card to purchase anything for resale, for commercial or businessrelated purposes in any manner, whatsoever. The Credit Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social, illegal or speculative activities or must not be exploited commercially in business.

If the Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, the Bank may, at its sole discretion, exercise its right to terminate or cancel or suspend the Credit Card and additional/addon cards thereof and withhold/cancel the Reward Points, if any, without any notice to the Cardmember.

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.

CHEQUE DROP BOX FACILITY

The Bank has introduced or may introduce from time-to-time Off-site Cheque Drop Boxes (Details of which will be specifically communicated) in addition to the Cheque Drop Boxes at the Branches, for the convenience of customers. The Bank will be responsible for the cheques only upon receipt of the same at its premise The Bank will not be responsible and/or liable for loss and/or damage and/or delay and/or destruction of cheques dropped in the cheque drop boxes if these boxes are damaged/destroyed/tampered with as a result of any act of God, riot, civil commotion, war, sabotage etc. The cheque drop boxes shall not be used for dropping cash and/or post-dated cheques. The Bank will not be responsible for such post-dated cheques and/or cash deposited.

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 in writing 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/offerings on the tele-banking facility from time to time and the Cardmember expressly agrees to the changes in the service delivery resulting thereof.

MASTER PRIVILEGES PROGRAMME AND GLOBAL ASSISTANCE SERVICES

The communication and arrangements for services of the Privileges Programme (including the concierge services) and the emergency assistance programme are provided by third party service providers and are paid for by MASTER International as the case may be. The Cardmember is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on best-effort-basis and may not be available due to problems of time, distance or locations. The Cardmember will be billed for the emergency services used as per the prevailing tariffs or as amended by the Bank/MASTER International/Third Party Service Providers from time to time. The medical and/or legal professionals designated by MASTER International's third party service providers are not employees of MASTER International's third party service providers or employees or contractors of MASTER International and, therefore they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. HDFC Bank does not accept any responsibility for the arrangement or use of such services provided.

VISA PRIVILEGES PROGRAMME & GLOBAL ASSISTANCE SERVICES

The Communication and arrangements for services of the Privileges Programme (including the concierge services) and the emergency assistance programme are provided by third party service providers and are paid for by VISA International as the case may be. The Cardmember is responsible for the cost of any and all medical, legal or other services used.
Assistance is provided on best-effort-basis and may not be available due to problems of time, distance or locations. The Cardmember will be billed for the emergency services used as per the prevailing tariffs or as amended by the Bank/VISA International/Third Party Service Providers from time to time. The medical and/or legal professionals designated by VISA International's third party service providers are not employee of VISA International's third party service providers or employees or contractors of VISA International and, therefore they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. HDFC Bank does not accept any responsibility for the arrangement or Use of such services provided.

INSURANCE BENEFITS

In the event that individual insurance cover is provided as part of product feature, the cardmember specifically acknolowdges that HDFC Bank will not be liable in any manner whatsoever by virtue of the insurance cover provided by the insurance company with whom it has tied up for the purpose of providing such cover and, that the insurance company will be solely liable, in case of death of a Cardmember and shall not hold the Bank responsible for any matter arising out of, or in connection with such insurance cover, whether for 'or' in respect of any deficiency or defect in such insurance cover recovery or payment of compensation, processing or settlement of claims or otherwise howsoever and all such matters shall be addressed to and resolved directly with the insurance company. The Cardmember acknowledges that on issuance of the Card, only **the 'Lost Card Liability'** insurance cover would be made available and that all the other comprehensive insurance covers if part of product feature / benefit will be available only upon activation of the HDFC Bank Credit Card. Activation in this context means 'First usage at the retail Merchant Establishments or first cash withdrawal from ATMs'. The Cardmember further acknowledges that the insurance cover so provided will be available as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of HDFC Bank with his Card Account being maintained in good standing (as determined by the Bank from time to time).
On the card membership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of suspension/cancellation of membership. Further the Cardmember also agrees that even during the continuation of his Membership, HDFC Bank may at any time (in their sole discretion and with due notice thereof to the Cardmember) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on HDFC Bank to continue the benefit. Only primary Cardmembers are covered under the insurance benefit scheme. When a Cardmember holds multiple Credit Cards, the maximum overall limit is restricted as per the specific Terms and Conditions of the insurance company with whom the Bank has a tie up. All schemes are made available to the Cardmembers by insurance company with whom the Bank has a tie up. The Bank reserves the right to change/alter/modify with due notice to the Cardmember, the insurance company/Scheme in part/full. Cardmember will always keep the Bank indemnified and harmless from all actions, losses, costs, charges, proceedings, etc., which the Cardmember might suffer due to any act or forbearance on the part of the insurance company in contravention of any laws, rules, guidelines or any other acts or deeds of insurance company.
Cardmember agrees that the Bank is not responsible or privy to the services offered by the insurance company and the

Bank also does not guarantee any representation for quality of service rendered by the insurance company. Cardmember agrees to indemnify the Bank from all disputes or differences that may arise so far as the services rendered by the insurance company to the Cardmember are concerned and shall not hold the Bank liable for any compensation or litigation that may ensue in the event of any dispute, shortfall or deficiency in the services so rendered. The Terms and Conditions of this insurance scheme may change from time to time, with due notice and details can be obtained directly from the insurance company. The information provided in this document is only indicative and does not purport to be
comprehensive. The exception clause details and Terms and Conditions may kindly be obtained by the Cardmember from the insurance company directly. Specific Terms and Conditions of the relevant insurance policy would be made available by the insurance company on specific request.

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 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 programme 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. The Cardmember may be allowed to redeem the Reward Points so accumulated against products and/or discounts and/or services offered by the Bank from time to time.

'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 and/or handle dispatch of items and Reward Certificates.

'Rewards Catalogue' hereinafter referred to as the Catalogue, means the catalogue published from time to time by the Bank, of merchandise available for redemption that may be claimed by the Cardmember in accordance with the Rewards Programme's Terms and Conditions and any Terms and Conditions in the Catalogue.
'Reward Certificates' means a specific Redemption Voucher issued under the Rewards Programme by the Bank to a Cardmember when a request is made by the Cardmember for a redemption of Reward Points against products and/or discounts and/or services.

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 for merchandise (goods/services) from the Rewards Catalogue or for Rewards Certificate. Reward Points will become available for redemption only when the Reward Points reflect in your Statement of Account in the 'Closing Balance' field. 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.

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 Cashback

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, Cashback 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 Cashback 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. 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.
5. 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.
6. Reward Points have no monetary value, except in respect of the value assigned by the Bank, are not convertible and can only be redeemed for items from the Rewards Catalogue. The obligation, if any, to provide Reward Points in accordance with the Terms and Conditions, the Reward List and the Rewards Catalogue is of the Bank and 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.
7. 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 recognised or to exclude specific types of transactions from accumulation of Reward Points.

8. 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 submitted promptly in writing to The Manager Customer Services, HDFC Bank Credit Cards Division 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.
9. 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.
10. 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 Rewards Catalogue or the Reward Points list of the Bank expressly disclaims any liability for failure to do so. 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 in writing of any change in address.
11. 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.
12. 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. Items available for redemption of Reward Points can only be selected from the latest Rewards Catalogue published by the Bank from time to time
13. The Bank will not be liable for any delay or inability in the provision of any items from the Rewards Catalogue caused by circumstances such as and including but not limited to strike or industrial disputes, acts of God, flood, weather, aircraft non-serviceability or unavailability, war or civil disturbance.
14. The Bank gives no warranty (whether expressly or implied) whatsoever with respect to products/services (including as to quality/suitability) acquired by the Cardmember under the Rewards Programme.

Redemption of Cashback

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. Cardmember may choose to accrue further Reward Points towards a higher redemption value or multiple redemption values; or make a claim for redemption, if sufficient Reward Points have been accumulated subject to the validity of the programme.
4. Cardmember must accumulate at least 500 Reward Points or minimum number of points as per product feature mentioned on Bank website to be eligible to make a claim for redemption of of Reward points. 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.
5. All the redemption requests of the Cardmember would attract a transaction fee or Rs. 99 (which may be amended by the Bank from time to time).
6. Kindly allow 3-4 weeks time for delivery of items redeemed, subject to availability.
7. Cardmember can use any of the redemption options specified in the Rewards Catalogue from time to time.
8. 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.

MERCHANDISE FROM REWARDS CATALOGUE

After accumulating the required number of Reward Points, the Cardmember may, subject to the number of Reward Points, subject to the time limits for using the Reward Points and any restrictions on the number of redemption options, request for redemption of Reward Points in accordance with the latest Reward Points List and Rewards Catalogue.

Cardmember should complete the rewards coupon and mail it to the specified address for redemption of the Reward Points. Subject to the Terms and Conditions and any Terms and Conditions in the Rewards Catalogue, the Bank or its duly appointed agent will forward the merchandise requested for to the Cardmember only after a request is made for redemption of Reward Points and only to the Cardmember's mailing address in India as per the Bank's records.

Merchandise will not be forwarded to P.O. Box addresses. If the Cardmember does not receive the Merchandise ordered, he should inform the Rewards Service Centre in writing at the earliest. Merchandise once ordered cannot be changed for some other Merchandise within the Rewards Catalogue. Merchandise once ordered cannot be returned/exchanged unless the Merchandise is delivered defective. Complaints regarding defective goods and any other queries must be made to the Rewards Service Centre in writing. Complaints on defective Merchandise must be made within seven days of receipt of Merchandise. Complaints received thereafter will not be entertained. Some Merchandise may be accompanied by warranty information from the manufacturer. No merchandise/article/gift voucher will be taken back/replaced if returned to HDFC Bank or its representative in a tampered/damaged condition.

All warranty claims must be directed to the manufacturer. If damage is evident from the condition to the packaging, Cardmember should refuse the consignment and get a refusal note from the courier-company. The refusal notes should be faxed/couriered to the Rewards Service Centre. All disputes relating to merchandise/services are to be taken up directly with the manufacturers/suppliers thereof. All items in the Rewards Catalogue are subject to availability and substitutions may be necessary. Special conditions may apply in relation to individual items.

REWARD POINTS ADJUSTMENTS/DEDUCTION

1. Reward Points used to redeem an item from the Rewards Catalogue will be deducted from the Cardmember's Reward Points Record at the time the request is received by the Reward Service Centre 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 Reward Service Centre within 90 days of the date of issue of the Card Statement. Redemption requests must be made by the Primary Cardmember only. Add-on Cardmembers are not entitled to redeem Reward Points. Cardmember cannot make redemption requests by pooling Reward Points on different Card Accounts. Items 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.

2. 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: Replacements or repair of the merchandise or payment of the cost of replacing or repairing the merchandise and supplying the services against or payment of the cost of having the services supplied again.

3. 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.

4. 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.

5. Every effort would be made to ensure that the information provided in the Reward Points List, Card Statement and Rewards Catalogue are current before claiming a Reward. However, the Bank expressly disclaims any responsibility for any inaccuracy or misdescription. As the items offered in the Rewards Catalogue may change from time to time the Cardmember should always contact the Reward Service Centre to ensure that their Reward Points List, Card Statement and the Rewards Catalogue are current before claiming a Reward.

6. 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.

SMARTPAY

The term 'SmatPay' shall mean Standing Instructions for Direct Debit authorisation of the Cardmember's HDFC Bank International Credit Card Account towards billings by utility companies.
The term 'Utility Company' shall mean a company, organisation or entity that sends a Bill, statement or invoice, usually a request for payment for a product or service. HDFC Bank reserves the right to approve/reject the registration forms without assigning any reason whatsoever.

1. SmartPay application form should be filled by the primary Cardmember. The facility will be available only on the designated Credit Card Account and no other account held with the Bank. HDFC Bank reserves the right to revoke/stop this facility if the credit behaviour on the card is unsatisfactory.

2. The Cardmember agrees that he would fill up a new SmartPay application form when the Credit Card Account number, address or any specific utility customer ID specified in the application form, is transferred or changed.

3. It will be the responsibility of the Cardmember to inform HDFC Bank in writing of any change or withdrawal of the SmartPay facility thus availed. Such change or withdrawal will take 30 days to be effected. Failure of the Cardmember to do the same and subsequent debits if any towards utility payments will constitute valid transactions and the Cardmember will be liable to pay the same.

4. Certain Utilities/Service providers may specify the date on which Payment is to be made and notwithstanding any instructions given by the Cardmember in this regard, HDFC Bank shall remit the payment any time before the Payment Due Date specified by the Utilities/Service providers.

5. Without prejudice to the generality of the aforesaid processing of all the instructions is subject to the availability of free, clear and available limits in the Cardmember's HDFC Bank Credit Card Account at the time of processing the transaction. In the event of Credit Limits not being wholly available, HDFC Bank shall not process the instructions and shall not make Payments to the utility company.

6. Any disputes arising out of disconnection of the utility facility, penalty from government and late charges on instalment dues arising due to change/revocation of the facility will be the sole responsibility of the Cardmember and the Cardmember will not hold HDFC Bank responsible/liable for the same.

7. The Cardmember indemnifies HDFC Bank from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the Cardmember and Utility companies or by reason of HDFC Bank acting in good faith or refusing to take or omitting to act on the SmartPay facility.

8. HDFC Bank shall not be liable to the Cardmember for any loss or damage whatsoever or howsoever arising directly or indirectly including without limitation due to delay or failure to give effect to the SmartPay facility.

9. HDFC Bank will endeavour to effect payments/carry-out Instructions received by it within the Payment Due Date to each utility company. However, HDFC Bank does not warrant that Payment/ fulfilment of Instructions will not be delayed for reasons beyond its control. As the Instructions would depend on various electronic technology used from time to time, there could be delays in receipt of any Instructions by HDFC Bank from the Cardmember and by the provider of Utilities/Services.

10. HDFC Bank will not in any way be connected with the disputes between utility companies and the Cardmember.

11. This facility is available only for utility bills pertaining to residential uses. No commercial utility bills will be paid under this scheme.

12. Signing of the SmartPay application form does not ensure automatic approval of this facility.

    1. The SmartPay facility is in respect of the entire charges or to the extent of the limit set by the Cardmember on the utility outstanding and the said instruction shall be valid and binding for the validity period and subsequent renewal period of the Card Account unless and until rescinded by the Cardmember in writing to HDFC Bank. No receipt will be given for bills paid through this facility, Cardmember statement is adequate proof that such payment was paid to utility company.

    2. HDFC Bank neither endorses the Utilities/Services offered, nor is it in any manner party to the contracts that may be executed between the Cardmember and the providers of such Utilities/Services. The providers of Utilities/Services shall be solely responsible to the Cardmember to render the Utilities/Services for which Payment is to be made by HDFC Bank and HDFC Bank shall not be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc. and shall not be made party to any disputes between the Cardmember and any providers of Utilities/Services. The Cardmember shall not hold HDFC Bank liable for any non-service, delayed service or faulty service rendered by the provider of Utilities/Servicesand shall not contact or communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS or personal meeting with HDFC Bank in this regard.

    3. HDFC Bank shall be entitled (without prejudice to any other right or remedy it may have) to charge the Cardmember late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid until the actual date of payment.

    4. HDFC Bank may, in its sole discretion, accept any cancellation request by the Cardmember, provided that HDFC Bank has not already made the utility payment for the month for which the cancellation request is made.

    5. Nothing contained herein sh all prejudice or affect the Terms and Conditions of the Cardmember Agreement. The terms of this facility shall be in addition to and not in derogation of the terms contained in the Cardmember Agreement.

    6. Nothing contained in the SmartPay facility shall be construed as binding obligation on HDFC Bank or any participating utility company to continue the facility after the facility termination date or substitute by a new or similar facility. HDFC Bank reserves the right to revoke/stop this facility to any Cardmember with due intimation to the Cardmember 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.

7. As and when other communication channels are introduced HDFC Bank may be entitled to rely upon all electronic communications, orders or messages to HDFC Bank from the Cardmember whether received by email, SMS, on telephone or otherwise in the manner prescribed for the same from time to time by HDFC Bank and HDFC Bank shall not be obliged to verify or make further inquiry into the identity of the sender or the message integrity, of any communications, orders or messages. The Cardmember shall in no circumstance dispute such reliance by HDFC Bank.

8. All disputes arising out of the SmartPay facility shall be subject to the exclusive jurisdiction of competent courts in Chennai.

9. The SmartPay nomination will be effective subject to HDFC Bank Credit Card being valid and in good standing.

10. HDFC Bank may at its sole discretion accept or decline the said SmartPay application form. The record of charges in respect of the above services received or availed by me and submitted by utility companies to my Card Account will neither bear my signature nor the imprint of my card. I therefore undertake to unconditionally honour and pay without demur and contestation all the said charges including interim charges booked by me under this facility, as and when I am billed for the same by HDFC Bank. This Recurring Transaction Instruction shall subsist during the validity period of my card and subsequent renewals thereof.

11. I confirm that the latest self-attested bill copy of the utility service for which I would need to avail of the SmartPay facility are attached along with this application format. I also confirm that the address on the bill matches with residential address given for my Credit Card Account. I confirm that the utility bills enclosed are photocopies of the original bills and that these utilities are used only for residential purposes

12. I understand that HDFC Bank is not responsible or liable for any service and/or billing deficiencies or inadequacies of utility companies as the case may be. Furthermore, I affirm that I am liable to honour all my Credit Card commitments irrespective of any grievances/complaints I may have with utility companies.

13. I will continue making payments towards the above utility outstanding until I receive an SMS/email/letter confirmation from HDFC Bank indicating that my SmartPay facility has been activated.

14. I agree to communicate termination of facility to HDFC Bank in writing failing which the payment made to the utility company will be construed as valid and binding on me.

15. I agree to resolve disputes (if any) of whatsoever nature directly with the utility company and will not hold HDFC Bank liable for any deficiency of services provided by the utility company.

HDFC Bank may change from time to time the utility companies for which SmartPay facility is extended.

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.

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.

“Floater Card” Terms and Conditions

In the event the Cardmember already has one or more HDFC Bank Retail Credit Card (**"Existing Card(s)”**), and is issued a new Credit Card with a credit limit that is combined/ shared with the Cardmember’s Existing Card(s) (**“Floater Card”**), the Existing Card(s) and the Floater Card shall be subject to the following terms:

(i) All the Existing Cards and the Floater Card of the Cardmember shall be assigned a combined/ shared credit limit which shall be less than or equal to the credit limit of the Cardmember’s Existing Card(s) (**"Combined Credit Limit”**);

(ii) The Floater Card that is issued to the Cardmember will be assigned the Combined Credit Limit, within 7 (seven) working days of issuance of the Floater Card; and

(iii) Upon the assignment of the Combined Credit Limit to all the Cardmember’s Existing Card(s) as well as the Cardmember’s Floater Card, the Cardmember can use any of the said cards such that the combined usage on all the said cards should not exceed the Combined Credit Limit.”

Declaration

By applying for a Credit Card, the Cardmember declares that the Cardmember is not:

(i) a director of a banking company;

(ii) a relative or near relation of a director of a banking company; and/or (iii) a relative or near relation to any senior officer of the Bank. The Bank reserves the right to cancel the Credit Card issued to the Cardmember, in case, the aforesaid declaration is found to be untrue and demand payment of all outstanding on the Credit Card immediately.

SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE HDFC BANK SWIGGY CO-BRANDED CREDIT CARD ("CO-BRANDED CARD") ISSUED BY THE BANK PURSUANT TO THE CO-BRANDED CREDIT CARD ARRANGEMENT WITH BUNDL TECHNOLOGIES PRIVATE LIMITED, THE CO-BRANDING PARTNER OF THE BANK ("SWIGGY")

(i) "SPECIAL TERMS PART A"

1.The Special Terms Part A are in addition to the HDFC Bank Credit Card Cardmember Agreement ("CMA") and shall be applicable on Cardmembers till the time any Swiggy Gift Voucher (as defined hereinafter) stands issued and valid in favour of the Cardmember as per the CMA and in accordance with the Applicable Laws. These Special Terms Part A shall form an integral part of the CMA. All references to the CMA shall be deemed to be references to the CMA read together with the Special Terms, to the extent applicable. Except for such provisions as have been amended herein, the provisions of the CMA shall remain in full force and effect. In case of any inconsistency, repugnancy or conflict between the provisions of the CMA and the provisions of the Special Terms related to the Co-Branded Card, the provisions of the Special Terms shall prevail to the extent of such inconsistency, repugnancy or conflict.

2. Capitalised terms used but not defined in these terms and conditions shall have the meaning assigned to such terms in the CMA.

"**Cashback earned on the HDFC Bank SWIGGY CO-BRANDED Credit Card ("*Co-branded Card*")**

DEFINITION OF TERMS

"**Cashback**" shall mean the cashback awarded on or credited to the Co-Branded Card in respect of the Cardmember's Qualifying Expenditure that may be redeemed by the Cardmember on the Swiggy Platform in terms hereof and on the terms and conditions set out in the Swiggy Platform in this regard;

"**Swiggy Gift Voucher(s)**" shall mean the e-voucher(s) issued to the Cardmember of an amount equivalent to the value of Cashback Earned with Co-Branded Card, redeemable on the Swiggy Platform in terms hereof and on the terms and conditions set out in the Swiggy Platform in this regard;

"**Qualifying Expenditure**" shall mean the spends effected on the Co-Branded Card for purchase of goods and services at Merchant Establishments and/or any other usage deemed eligible by the Bank, from time to time, at its sole discretion; provided however that, Qualifying Expenditure shall not include 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 transactions, traveller's cheques, gambling chip purchases and/or such other spends/ transactions as stipulated by the Bank, from time to time;

"Special Terms" shall collectively mean Special Terms Part A and Special Terms Part B;

"**Swiggy Platform**" shall mean the website accessible at www.swiggy.com and the "Swiggy" application for mobile and handheld devices, individually or collectively, as the context may require.

ACCRUAL OF CASHBACK ON SWIGGY HDFC BANK CREDIT CARD

1. Cardmembers may accumulate Cashback for Qualifying Expenditure made at Merchant Establishments by using the Co-Branded Card. The amount of Cashback that may be provided from time to time for the Qualifying Expenditure will be specified on www.hdfcbank.com or other communication from the Bank and/ or the Swiggy Platform. The Cashback earned by a Cardmember will be converted to Swiggy Gift Vouchers subject to the terms hereof and which Swiggy Gift Vouchers shall be utilizable by the Cardmember on the Swiggy Platform. Cashback may also be added to the Cardmember's Point Record for promotional and incentive programs offered from time to time (if applicable in future at the discretion of the Bank)

2. The Cardmember hereby acknowledges and agrees that the Cashback accrued by the Cardmember for Qualifying Expenditure shall, upon conversion of the Cashback into Swiggy Gift Vouchers, be displayed only on the Swiggy Platform in such form and manner as specified by Swiggy from time to time.

3. Cashback will be accrued based on the relevant Card Account billing cycle and use of the Co-Branded Card or Card Account in the previous month. The Cashback converted to Swiggy Gift Vouchers on a monthly basis shall be an amount which is net of the total points earned and adjusted for the previous month (net of corrections/reversals).

4. Any request for missing Cashback must be submitted promptly in writing to The Manager- Customer Services, HDFC Bank Credit Cards Division and be accompanied by a legible copy of the relevant sales receipts or Card Account Statements. The Bank and/or Swiggy further reserve the right to adjust Cashback/ Swiggy Gift Vouchers records retrospectively in the event of incorrect crediting or otherwise. There shall be no Cashback in favour of the Cardmember if the account is irregular or is not conducted as per the Bank's Terms and Conditions and the Special Terms.

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 Cashback accrued to the Card Account referable to the adjustments.

6. There will be no refunds for Cashbacks which are converted to Swiggy Gift Vouchers.

7. The Bank's computation of Cashback earned on the Co-Branded Card shall be final, conclusive and binding on the Cardmember and will not be liable to be disputed or questioned.

8. The Swiggy Gift Vouchers shall be issued to the customers after the statement date in accordance with these Special Terms Part A. These Gift Vouchers will be procured by Swiggy from an entity authorized by the RBI to issue prepaid payment instruments.

9. The Swiggy Gift Vouchers issued to the Cardmembers shall, subject to the Cardmembers linking their Co-Branded Card on their Swiggy Account in accordance with the terms and conditions set out in the Swiggy Platform, be reflected on the Swiggy Platform under Swiggy Money section and shall be utilizable in accordance with and under the terms and conditions of the Co-Branded Card and the Swiggy Platform and cannot be utilized or redeemed in any other manner whatsoever. In this regard, the Cardmember acknowledges and agrees and provides its express consent for the Bank to share and transfer the details of the Cardmember with Swiggy for utilization by Swiggy to manage the program for Swiggy or its representatives to approach the Cardmember for downloading the Swiggy Platform to facilitate the linking of the Co-Branded Card and redemption of the Swiggy Gift Vouchers by the Cardmember.

10. HDFC Bank shall not be responsible or liable for any issues which may arise in utilisation of the Swiggy Gift Vouchers / Cashback earned by the Cardmember which have been converted to Swiggy Gift Vouchers. The terms and conditions for Swiggy HDFC Bank Credit Card are available on HDFC bank website and for any queries related to HDFC Bank Swiggy Co-Branded Credit Card, the Cardmember will have to reach out to channels as available for the same on the Swiggy Platform.

11. The utilization of the Swiggy Gift Vouchers by the Cardmembers is voluntary.

12. The Bank will make reasonable attempts to transmit information on the Cashback, 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 Cashback. The Bank will not be responsible for correspondence on the above to the Cardmember, lost or delayed in the mail. Any information 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 shall be solely responsible for advising the Bank in writing of any change in address.

13. 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 credit card by him or her or by an additional Cardmember or receipt of is the Cardmember's sole responsibility.

14. The Cardmember hereby agrees that the Cashback earned/accrued on the Co-Branded Card shall be subject to changes from time to time by the Bank including de-valuation of the Cashback, change in the rewards program, change in the terms of accrual/ earning/ redemption of the Cashback/ Swiggy Gift Voucher, revisions in the period of lapse of the Cashback/ Swiggy Gift Voucher, change in the limits for redemption of the Swiggy Gift Voucher including the limits on redemption of Swiggy Gift Vouchers in a single purchase and/or on the portion of the cost of a transaction that can be paid using the Swiggy Gift Voucher (and requirement of the balance to funded by the Cardmember), etc. The Customer agrees that such changes in the terms may also be for the Cashback already earned/ accrued by the Cardmember.

15. The Bank reserves the right to cancel or suspend Cashback 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. The Bank expressly reserves the right at its discretion to at any time establish additional means of accruing Cashback, to delete any or all of the means currently recognized or to exclude specific types of transactions from accumulation of Cashback.

16. The Cardmember hereby agrees and confirms that any grievance or query or complaints in relation to the redemption of the Swiggy Gift Vouchers on the Swiggy Platform and the processing/ usage/ storage of Information by Swiggy shall be addressed to Swiggy by the Cardmember to the following contact details and in accordance with the following escalation matrix:

    Escalation Matrix and Contact Information of Swiggy: https://www.swiggy.com/privacy-policy

17. The Co-Branded Card and the features of the Co-Branded Card shall at all times be subject to the Fair Usage Policy of the Bank, as may be prescribed by the Bank from time to time.

18. The Bank reserves the right to vary any of the Special Terms, from time to time, at its sole discretion with an intimation to the Cardmember through the Bank's website or by such other modes of communication acceptable to the Bank."

(ii) "SPECIAL TERMS PART B"

1.The Special Terms Part B are in addition to the HDFC Bank Credit Card Cardmember Agreement ("CMA") and shall become applicable on all existing and new Cardmembers on and from 21st June, 2024 ("Effective Date for Statement Credit") and shall form an integral part of the CMA. All references to the CMA shall be deemed to be references to the CMA read together with the Special Terms, to the extent applicable. Except for such provisions as have been amended herein, the provisions of the CMA shall remain in full force and effect. In case of any inconsistency, repugnancy or conflict between the provisions of the CMA and the provisions of the Special Terms related to the Co-Branded Card, the provisions of the Special Terms shall prevail to the extent of such inconsistency, repugnancy or conflict.

2. Capitalised terms used but not defined in these terms and conditions shall have the meaning assigned to such terms in the CMA.

"**Cashback earned on the HDFC Bank SWIGGY CO-BRANDED Credit Card ("*Co-branded Card*")**

DEFINITION OF TERMS

"**Cashback**" shall mean the cashback awarded on or credited to the Co-Branded Card in respect of the Cardmember's Qualifying Expenditure that may be set-off from outstanding balance in credit card statement of the Cardmember in accordance with Bank's internal policies;

"**Qualifying Expenditure**" shall mean the spends effected on the Co-Branded Card for purchase of goods and services at Merchant Establishments and/or any other usage deemed eligible by the Bank, from time to time, at its sole discretion; provided however that, Qualifying Expenditure shall not include 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 transactions, traveller's cheques, gambling chip purchases and/or such other spends/ transactions as stipulated by the Bank, from time to time;

"Special Terms" shall collectively mean Special Terms Part A and Special Terms Part B;

"**Swiggy Platform**" shall mean the website accessible at www.swiggy.com and the "Swiggy" application for mobile and handheld devices, individually or collectively, as the context may require.

ACCRUAL OF CASHBACK ON SWIGGY HDFC BANK CREDIT CARD

1. Cardmembers may accumulate Cashback for Qualifying Expenditure made at Merchant Establishments by using the Co-Branded Card. The amount of Cashback that may be provided from time to time for the Qualifying Expenditure will be specified on www.hdfcbank.com or other communication from the Bank and/ or the Swiggy Platform. There shall be no Gift Vouchers *(as defined in Special Terms Part A above)* for any Cardmember for Statement generated from 21st June, 2024 onwards and the Cashback earned by a Cardmember will reflect in the credit card Statement and will be set-off from outstanding balance in the subsequent Statement. Cashback may also be added to the Cardmember's Point Record for promotional and incentive programs offered from time to time (if applicable in future at the discretion of the Bank)

2. The Cashback accrued by a Cardmember for Qualifying Expenditure will reflect as a Statement Credit in the Statement as set out below:

'Cashback earned on HDFC Bank Swiggy CO-BRANDED Credit Card Summary'

The following will reflect under the Summary for cashback earned on Swiggy HDFC Bank Credit Card:

- Opening Balance
- Cashback Earned
- Adjusted
- Closing Balance

The message in the Statement will indicate the Cashback earned in the current month for the transactions that are specified in the Statement in the month

Cardmember hereby acknowledges and agrees that the Statement Credit may be displayed on the Swiggy Platform in such form and manner as specified by Swiggy from time to time.

3. Cashback will be accrued based on the relevant Card Account billing cycle and use of the Co-Branded Card or Card Account in the previous month. . It is further clarified that the Cashback earned for the transactions in a particular month shall be set-off from the outstanding balance reflecting in the credit card statement for the successive month.

4. Any request for missing Cashback must be submitted promptly in writing to The Manager- Customer Services, HDFC Bank Credit Cards Division and be accompanied by a legible copy of the relevant sales receipts or Card Account Statements. The Bank and/or Swiggy further reserve the right to adjust Cashback records in the event of incorrect crediting or otherwise. The Statement will not carry the Cashback message if the account is irregular or is not conducted as per the Bank's Terms and Conditions and the Special Terms.

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 Cashback accrued to the Card Account referable to the adjustments.

6. It is further clarified that the Gift Vouchers already issued before the Effective Date of Statement Credit in favour of Cardmember shall not convert to Statement Credit and that such Gift Vouchers shall continue to reflect on Swiggy application during its validity.

7. There will be no refunds for Cashbacks for any cancelled and/or reversed transactions/spends.

8. The Bank's computation of Cashback earned on the Co-Branded Card shall be final, conclusive and binding on the Cardmember and will not be liable to be disputed or questioned.

9. Cardmember acknowledges and agrees that from the Effective Date of Statement Credits, Special Terms Part B shall become applicable on all Cardmembers, however, if any Swiggy Gift Vouchers stands issued/valid in favour of any exiting Cardmember, the Special Terms Part A shall also continue to be applicable on the Cardmember for all matters pertaining to Swiggy Gift Vouchers.

10. The Cardmember acknowledges and agrees and provides its express consent for the Bank to share and transfer the details of the Cardmember with Swiggy for utilization by Swiggy to manage the program for Swiggy or its representatives to approach the Cardmember for downloading the Swiggy Platform.

11. The terms and conditions for Swiggy HDFC Bank Credit Card are available on HDFC bank website and for any queries related to HDFC Bank Swiggy Co-Branded Credit Card, the Cardmember will have to reach out to channels as available for the same on the Swiggy Platform.

12. The Bank will make reasonable attempts to transmit information on the Cashback on the monthly 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 Cashback. The Bank will not be responsible for correspondence on the above to the Cardmember, lost or delayed in the mail. Any 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 shall be solely responsible for advising the Bank in writing of any change in address.

13. 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 credit card by him or her or by an additional Cardmember or receipt of is the Cardmember's sole responsibility.

14. The Cardmember hereby agrees that the Cashback earned/accrued on the Co-Branded Card shall be subject to changes from time to time by the Bank including de-valuation of the Cashback, change in the terms of accrual/ earning/ redemption of the Cashback, revisions in the period of lapse of the Cashback, change in the limits for redemption, etc. The Customer agrees that such changes in the terms may also be for the Cashback already earned/ accrued by the Cardmember.

15. The Bank reserves the right to cancel or suspend Cashback 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. The Bank expressly reserves the right at its discretion to at any time establish additional means of accruing Cashback, to delete any or all of the means currently recognized or to exclude specific types of transactions from accumulation of Cashback.

16. The Cardmember hereby agrees and confirms that any grievance or query or complaints in relation to the accrual or setoff of Statement Credit by HDFC Bank shall be addressed to the Bank by the Cardmember to the following contact details:

    Contact Information of Bank: 18001600/18002600

17. The Co-Branded Card and the features of the Co-Branded Card shall at all times be subject to the Fair Usage Policy of the Bank, as may be prescribed by the Bank from time to time.

18. The Bank reserves the right to vary any of the Special Terms, from time to time, at its sole discretion with an intimation to the Cardmember through the Bank's website or by such other modes of communication acceptable to the Bank."

1) The following clause shall be added to the clause on 'DISCLOSURE OF INFORMATION' in the CMA:

"The Cardmember/ Applicant hereby expressly consents to and authorizes the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to:(i) his/her Co-Branded Card application details including credit card type/ variant, (ii) personal data and sensitive personal data or information, (iii) information and data relating to his/her service requests in relation to the Co-Branded Card such as credit card blocking requests and status thereof and/or responses thereto, (iv) details of queries/ complaints raised by the Cardmember/ Applicant, (v) cashback earned on the Co-Branded Card,(vi) usage of the Co-Branded Card, (vii) repayment related details in relation to the Co-Branded Card, (viii) amounts due on the Co-Branded Card, (ix) the Co-Branded Card utilisation information, (x) defaults in repayment of the Co-Branded Card, (xi) transaction data in relation to the Co-Branded Card, (xii) purchase information using the Co-Branded Card, (xiii) details in relation to his/her spends using the Co-Branded Card, (xiv) add on card details, (xv) location of usage of the Co-Branded Card, (xvi) details of contactless usage of the Co-Branded Card, (xvii) the Co-Branded Card benefits, (xviii) the Co-Branded Card limit details, (xix) activation and closure-related data in respect of the Co-Branded Card, (xx) offers on his/her Co-Branded Card, (xxi) details of utilisation of benefits available to the Cardmember on his/her Co-Branded Card, (xxii) utilisation of rewards points, gift vouchers, cashback earned on in respect of the Co-Branded Card, (xxiii) details of decline in the Co-Branded Card transactions and reasons thereof and details of transactions declined and reasons thereof, (xxiv) aggregate data of the Co-Branded Card, (xxv) data in relation to spend behaviour, (xxvi) portfolio data in relation to the Co-Branded Card, (xxvii) details of active/ inactive Co-Branded Card, (xxviii) active users on the Co-Branded Card, (xxix) usage on merchant categories, (xxx) fee related data, (xxxi) lead management and milestone benefits in relation to his/her Co-Branded Card, and (xxxii) any other information whether about the Cardmember/ Applicant or not as may be deemed relevant by the Bank for its purposes (paragraphs (i) to (xxxii) are hereinafter collectively referred to as the "**Information**"):

a) to collect the Information from the Applicant/ Cardmember and other physical or online sources such as the Applicant's credit card application, as well as accessing the same from credit information companies, information utilities, websites, data bases and online platforms (whether public or not);
b) to get the authenticity, correctness, adequacy, etc. of the Information verified from any sources and persons including from online data bases; and to act for and on behalf of the Cardmember/ Applicant for such accessing, collecting or verifying the Information;process Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank; c) to store the Information for such period as may be required for contract, by law or for the Bank's evidential and claims purposes, whichever is longer;
d) to share and disclose the Information with the Bank's service providers, consultants, credit information companies, information utilities, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per this consent;
e) any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes;
f) to collect, subject to applicable law and RBI circulars and guidelines, the applicable relevant Information from Bundl Technologies Private Limited, as the co-brand partner in respect of the Co-Branded Cards, and the entity issuing the Swiggy Gift Vouchers, its affiliates and/or group entities and/or the entities offering products/ services on the Swiggy Platform;
g) to share and disclose, subject to applicable law and RBI circulars and guidelines, the Information with Bundl Technologies Private Limited as the co-brand partner in respect of the Co-Branded Cards and the entity managing the rewards program, its affiliates and/or group entities and/or the entities offering products/ services on the Swiggy Platform; and

h) to share and disclose, subject to applicable law and RBI circulars and guidelines, the Information collected from Bundl Technologies Private Limited, as the co-brand partner in respect of the Co-Branded Cards and the entity managing the rewards program, and its affiliates and/or group entities and/or the entities offering products/ services on the Swiggy Platform with the Bank's service providers, credit information companies, information utilities, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per this consent.

The Cardmember/ Applicant expressly agrees to the automated processing, automated profiling and to the automated decision making by or on behalf of the Bank.

The Cardmember/ Applicant expressly provide his/her consent to the Bank and its representatives to call the Cardmember/ Applicant on any contact information submitted to the Bank even in case the Cardmember's/ Applicant's application is dropped or incomplete.

The Cardmember/ Applicant expressly provides his/her consent to the Bank and its representatives to use his/her contact information submitted to the Bank for communicating with him/her through SMS, whatsapp messages or any other medium."