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TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") apply to and regulate the MoneyPlus Cards (as hereinafter defined) issued by HDFC Bank Limited ("**HDFC Bank**"). These Terms and Conditions shall be in addition to and not in derogation to any other terms as stipulated by HDFC Bank, from time to time.

1. DEFINITIONS

Unless there is anything in the subject or context inconsistent therewith, the capitalised terms listed below shall have the following meanings:

"**Alerts**" shall mean the customised messages sent as short message service over mobile phone or as message *via* electronic mail to the Cardholder based on instructions set or placed by the Cardholder and/ or HDFC Bank;
"**Applicable Law**" shall mean and include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority and any modifications or re-enactments thereof;
"**Applicant**" shall mean the person who makes an application by submitting the Application Form for issuance by HDFC Bank of the MoneyPlus Card(s) to the Cardholder;
"**Application Form**" shall mean the application form duly filled and submitted by the Applicant for issuance of the MoneyPlus Card to the Cardholder, including all annexures and mandates thereto;
"**Card Balance**" shall mean the balance loaded/ re-loaded onto the MoneyPlus Card(s), from time to time;
"**Cardholder**" shall mean the individual to whom HDFC Bank has issued the MoneyPlus Card(s) based on the Application Form submitted by the Applicant for issuance of the MoneyPlus Card to such individual;
"**Customer Care**" shall mean the toll-free telephonic customer service facility provided by HDFC Bank to the Cardholders for any MoneyPlus Card related queries, which number is set out in the back of the MoneyPlus Card;
"**HDFC Bank Website**" refers to www.HDFCbank.com, which is owned, operated and maintained by HDFC Bank;
"**KYC Guidelines**" shall mean the master direction issued by the Reserve Bank of India dated February 25, 2016 bearing No. DBR.AML.BC.No.81/14.01.001/2015-16 titled Master Direction - Know Your Customer (KYC) Direction, 2016 and all other applicable 'know your customer' directions or guidelines issued by the Reserve Bank of India;
"**MoneyPlus Card(s)**" shall mean the open loop prepaid card bearing the name 'HDFC Bank MoneyPlus Card' issued by HDFC Bank to the Cardholders pursuant to these Terms and Conditions;

"**PPI Master Directions**" shall mean the master direction issued by the Reserve Bank of India titled 'Master Direction on Issuance and Operation of Prepaid Payment Instruments' dated October 11, 2017, bearing reference number RBI/ DPSS/ 2017-18/ 58 Master Direction DPSS.CO.PD.No. 1164/02.14.006/2017-18;
"**Transaction(s)**" shall mean any transaction(s) (including card-not-present transactions) effected by utilising the MoneyPlus Card(s).

2. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

(a) the singular includes the plural, and vice versa and words of any gender are deemed to include the other genders;
(b) the terms "hereof", "herein", "hereby", "hereto" and derivatives or similar words refer to these Terms and Conditions;
(c) references to the words "include" or "including" shall be construed without limitation;
(d) reference to any paragraph shall mean a paragraph of these Terms and Conditions;
(e) reference to any legislation, law, circular or regulation or to any provision thereof shall include references to any such legislation, law, circular or regulation, as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made, from time to time, under that provision;
(f) the term "person" includes an individual, a partnership firm, a limited liability partnership, a company (as defined in section 2(20) of the Companies Act, 2013), a body corporate (as defined in section 2(11) of the Companies Act, 2013), a co-operative society, a trust, an association of persons whether incorporated or not and any other entity;
(g) heading and bold typeface are used only for convenience and shall not affect the interpretation of these Terms and Conditions.

3. ACTIVATION OF THE MONEYPLUS CARD

3.1 The Cardholder hereby acknowledges and agrees that the MoneyPlus Card, as on the date of its issuance, shall be in a de-activated form and any value loaded on the MoneyPlus Card shall not be utilisable until the MoneyPlus Card is activated in terms hereof.

3.2 The MoneyPlus Card shall be activated subject to: (a) the provision by the Cardholder and the Applicant to HDFC Bank (and/ or its business correspondents/ sub-contractors) of such documents as HDFC Bank may

require to conduct its 'know your customer' ("**KYC**") checks as well as any other documents required by HDFC Bank; (b) the successful completion of the KYC checks in respect of the Cardholder by HDFC Bank; and (c) the provision by the Cardholder of such other information, details and documents as HDFC Bank may require in this regard.

3.3 Notwithstanding anything to the contrary contained herein, the Cardholder acknowledges and agrees that, in the event that there is any discrepancy in the KYC provided by the Cardholder and/ or the Applicant and/ or non-compliance of the Cardholder with these Terms and Conditions, the Applicant with the terms and conditions entered into by the Applicant with HDFC Bank, the KYC Guidelines and/ or the PPI Master Directions, HDFC Bank shall be entitled, at its sole discretion, to immediately cancel/ suspend/ block the MoneyPlus Card and shall not be liable for any inconvenience caused to the Cardholder and/ or the Applicant in this regard.

4. RELOADING OF THE MONEYPLUS CARD

4.1 The Cardholder agrees to comply with the necessary process and procedures stipulated by HDFC Bank for loading and/or reloading value onto the MoneyPlus Cards and all applicable requirements of Applicable Law (including, without limitation, the PPI Master Directions).

4.2 The Cardholder hereby acknowledges and agrees that since the MoneyPlus Card is being issued to the Cardholder as part of the arrangement entered into by and between the Applicant and HDFC Bank, only the Applicant shall be entitled to load and/or re-load the MoneyPlus Card and the Cardholder shall not be entitled to do so. The Applicant may re-load the MoneyPlus Card in the manner stipulated by HDFC Bank from time to time subject to compliance with the necessary process and procedures stipulated by HDFC Bank for reloading value onto the MoneyPlus Cards and all applicable requirements of Applicable Law (including, without limitation, the PPI Master Directions). The reloading of the MoneyPlus Card shall be permitted such that the Card Balance does not exceed the limits prescribed for such variant of the MoneyPlus Cards under the PPI Master Directions.

5. USAGE OF THE MONEYPLUS CARDS BY THE CARDHOLDER

5.1 The Cardholder acknowledges and agrees that:

(a) the MoneyPlus Card is valid only in India and only with respect to payments required to be made in Indian National Rupees;

(b) the MoneyPlus Card is strictly not transferable and is the property of HDFC Bank;

(c) the Cardholder shall be able to use the MoneyPlus Card only to the extent of the Card Balance available at any given point of time;

(d) no interest shall be payable by HDFC Bank on the Card Balance;

(e) the Cardholder and the Applicant shall comply with all Applicable Law.

5.2 The variants of the MoneyPlus Cards and the features of each variant of the MoneyPlus Cards, as presently determined by HDFC Bank, are set out in **Schedule I** hereto. These Terms and Conditions are a consolidated Terms and Conditions covering all variants of the MoneyPlus Card, to the extent that the Cardholder has not been issued any of the variant of the MoneyPlus Card, the provisions of these Terms and Conditions (applicable to such variant of the MoneyPlus Card) will not be applicable.

5.3 The usage of the MoneyPlus Card shall be governed by these Terms and Conditions and all policies, guidelines and instructions provided by HDFC Bank, from time to time, in relation to the MoneyPlus Card. Each time a Cardholder uses the MoneyPlus Card to effect a Transaction, the Cardholder acknowledges and agrees that the Card Balance shall stand reduced by the value of the Transaction. The Cardholder acknowledges and agrees that notwithstanding anything to the contrary contained herein, HDFC Bank may, in its absolute discretion, decline to honour any Transaction sought to be effected by utilising the MoneyPlus Card despite there being sufficient Card Balance to complete such Transaction, without having to assign any reason thereof. The variants of MoneyPlus Card set out in serial number 1 and serial number 2 of **Schedule I** hereto are acceptable at all automated teller machines of HDFC Bank or automated teller machines of other banks which are members of Visa /MasterCard / RuPay network in India.

5.4 The Cardholder acknowledges and agrees that the transaction specific personal identification number ("**Card PIN**") provided in respect of the MoneyPlus Card is required for effecting and authenticating each Transaction (other than Transactions for effecting withdrawals from automated teller machines) on the MoneyPlus Card and if withdrawal from automated teller machines is permitted by HDFC Bank and/or the Applicable Law, the personal identification number provided for effecting Transactions for withdrawals from automated teller machines ("**ATM PIN**") is required for effecting withdrawals from ATMs (the Card PIN and the ATM PIN are hereinafter collectively referred to as the "**PIN**"). The PIN shall be issued only to the Cardholder. The Cardholder shall keep the PINs confidential and well protected and should not reveal the same to any person, including to any employees and representatives of HDFC Bank. HDFC Bank shall in no way be held responsible, if the Cardholder incurs any loss as a result of the PINs being disclosed by the Cardholder to any third parties and/ or misuse of the MoneyPlus Card by a person who has obtained the PINs. The Cardholder acknowledges and agrees that, at any point in time, HDFC Bank may require the Cardholder to follow other technologies for authenticating Transactions and

the Cardholder agrees and undertakes to do all such acts, deeds and things as HDFC Bank may require in this regard.

5.5 The Cardholder acknowledges and agrees that any withdrawal of monies from the MoneyPlus Card shall be subject to deduction or withholding of taxes in compliance with Applicable Law.

5.6 Notwithstanding anything to the contrary contained herein, the Cardholder hereby agrees and acknowledges that the MoneyPlus Card shall not be utilised to effect any transaction (including without limitation any withdrawal from the automated teller machine or any transfer of funds from the MoneyPlus Cards) which is not permitted under the Applicable Law.

5.7 The Cardholder shall ensure the following:

(a) The MoneyPlus Card is kept at a safe place;

(b) The MoneyPlus Card is not allowed to be used by any other individual;

(c) The reverse of the MoneyPlus Card is signed immediately upon receipt;

(d) The PINs are never disclosed to any person or written down where any other person may discover it;

(e) The responsibility for any misuse on the MoneyPlus Card, once the MoneyPlus Card /PIN(s) has been delivered to the Cardholder, will rest with the Cardholder and not HDFC Bank.

5.8 The Cardholder acknowledges and agrees that HDFC Bank may, from time to time, as per its internal policy, assign monetary thresholds/ limits on the amount of Transactions which may be effected in any particular day or other frequency. The Cardholder acknowledges and agrees that HDFC Bank shall be entitled to refuse to process any Transaction once any such limits are exceeded irrespective of whether or not such limits have been previously communicated to the Cardholder. The Cardholder may also register beneficiaries by providing such details as HDFC Bank may require from time to time and set their own fund transfer limits on the MoneyPlus Card through such manner as HDFC Bank may stipulate from time to time, subject to Applicable Law and HDFC Bank's internal policies and procedures.

5.9 The Cardholder is not allowed to exceed the available Card Balance, whether through an individual Transaction or a series of Transactions. The Cardholder acknowledges and agrees that if the Cardholder attempts to effect a Transaction where the amounts payable are in excess of the Card Balance, the Cardholder will not be able to do so. In any event, if, for any reason, a Transaction where the amount exceeds the Card Balance is accepted and consequently results in the creation of a negative Card Balance, the Cardholder shall remain fully liable to HDFC Bank for the amount of such negative Card Balance and shall make payment of the same to HDFC Bank forthwith together with interest at such rates as may be stipulated by HDFC Bank, from

time to time, from the date of the creation of the negative Card Balance till the date of actual payment of such monies.

5.10 Any Transaction undertaken shall be conclusive proof that the charge recorded for such Transaction was actually incurred by the Cardholder using the MoneyPlus Card.

5.11 The Cardholder should ensure that the MoneyPlus Card is used only once at a merchant location/ website for every purchase. Any charge or other payment requisition received from a merchant establishment shall be conclusive proof that the charge recorded was properly incurred by the Cardholder, except where the MoneyPlus Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder.

5.12 All refunds and adjustments due to any merchant/ device error or error in the communication link will be processed manually and the account will be credited after due verification and in accordance with the relevant card network rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the available balance in the MoneyPlus Card without considering this refund.

5.13 HDFC Bank shall not in any manner be responsible for any disputes regarding goods and services received by the Cardholder including the quality, value warranty, delay of delivery, nondelivery, non-receipt of any goods or services. It must be clearly understood that the MoneyPlus Card is only a facility to the Cardholder to avail facilities and HDFC Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any such disputes should be resolved by the Cardholder with the merchant directly.

6. LOST OR STOLEN MONEYPLUS CARD

If the MoneyPlus Card is lost or stolen, the Cardholder must immediately report such loss/ theft over the telephone to the Customer Care. On receipt of any such intimation HDFC Bank shall, during working hours on a working day, upon adequate verification of the Cardholder, hotlist/ cancel/ suspend/ block the MoneyPlus Card and terminate all facilities in relation thereto and shall not be liable for any inconvenience caused to the Cardholder in this regard. The Cardholder will be liable for all charges incurred on the MoneyPlus Card until the MoneyPlus Card is reported lost/ stolen. Further, in the event HDFC Bank determines the aforementioned steps are not complied with, the financial liability with regard to the lost or stolen MoneyPlus Card would rest entirely with the Cardholder. In case of any dispute relating to the time of reporting Transaction(s) made on the MoneyPlus Card or any other matter in relation to the lost/ stolen MoneyPlus Card, the determination of HDFC Bank shall be conclusive and binding on the Cardholder.

7. SURRENDER OF MONEYPLUS CARD

7.1 The Cardholder acknowledges and agrees that HDFC Bank shall be entitled to demand the surrender of the MoneyPlus Card at any time, including at a time prior to the expiry of the validity period of such MoneyPlus Card. The Cardholder shall, forthwith upon such demand being made, surrender the relevant MoneyPlus Card in accordance with the instructions provided by HDFC Bank in this regard.

7.2 In the event of death of any Cardholder, HDFC Bank shall cancel the MoneyPlus Card upon being informed of the same.

8. VALIDITY

8.1 Subject to Paragraph 8.2 below, the MoneyPlus Cards shall be valid up to a period specified on the face of the MoneyPlus Card or such other period as may be prescribed under the Applicable Law from time to time.

8.2 Notwithstanding anything to the contrary contained herein, HDFC Bank shall be entitled to, at any time, with or without notice to the Cardholder and/ or the Applicant, at its absolute discretion, terminate / de-activate the MoneyPlus Card.

8.3 The Cardholder agrees to surrender the MoneyPlus Card to HDFC Bank or its representative, upon being requested to do so and shall not use or attempt to use the MoneyPlus Card after termination / de-activation of such MoneyPlus Card.

8.4 The Cardholder may, at any point of time, request for deactivation of the MoneyPlus Card by contacting Customer Care and submitting such documentation as may be required in line with HDFC Bank's policies and guidelines in this regard. The Cardholder may also provide details of the account/ prepaid instrument where transfer of the Card Balance can be effected by HDFC Bank on such deactivation/ expiry provided that such transfer shall be effected in the manner and subject to Applicable Law and HDFC Bank's internal policies and procedures.

8.5 On the expiry/closure of the MoneyPlus Card, the Cardholder shall be entitled to transfer the unutilised amounts of the MoneyPlus Card to such accounts or such other prepaid payment instruments held by the Cardholder as HDFC Bank may permit, from time to time, in accordance with the Applicable Law.

8.6 The Cardholder agrees and confirms that any unclaimed balance amount will be transferred to the Depositor Education and Awareness Fund Scheme as per Reserve Bank of India guideline.

9. STATEMENTS AND RECORDS

9.1 All records maintained by HDFC Bank, whether in electronic or documentary form, in respect of the MoneyPlus Card / Transactions (including, without limitation, details of the payments made or received pursuant to these Terms and Conditions), shall as against the Cardholder and the Applicant, be deemed to be conclusive evidence.

9.2 HDFC Bank shall not be liable to provide copies of the Transaction slips and/ or any statements in respect of the MoneyPlus Card to any Cardholder with respect to any Transaction and the Cardholder will only receive Alerts through short message service message on the mobile number registered by the Cardholder with HDFC Bank/ electronic mails on the e-mail address registered by the Cardholder with HDFC Bank.

9.3 The Cardholder hereby agrees to not receive the physical statements being sent to the Cardholder in respect of the MoneyPlus Cards and that statements in respect of the MoneyPlus Card will be provided by HDFC Bank on the e-mail address registered by the Cardholder with HDFC Bank. The Cardholder understands that the e-mail statements are for the Cardholder's convenience. HDFC Bank shall not be liable or responsible for any breach of secrecy because the statements are being sent to the registered email ID. The Cardholder shall verify the authenticity of the electronic mails received. The Cardholder and/ or the Applicant shall not hold
HDFC Bank responsible for any statement received from frauds/imposters. The Cardholder and/ or the Applicant shall not hold HDFC Bank liable if any problem arises with the Cardholder's computer network because of receiving statements from HDFC Bank. The Cardholder shall inform HDFC Bank in writing if there is any change in the information given to HDFC Bank. HDFC Bank shall not be responsible if the Cardholder does not receive statement due to incorrect email address and technical reasons.

10. INDEMNITY

In consideration of HDFC Bank providing the Cardholder with the MoneyPlus Card, the Cardholder hereby expressly and unequivocally agrees to indemnify, save, defend and hold harmless, HDFC Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives indemnified from and against all actions, claims, suits, demands, proceedings, losses, damages, personal injury, costs, charges and expenses of any nature whatsoever which HDFC Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives may, at any time, incur, sustain, suffer or be put to incur, sustain or suffer, as a consequence of, or by reason of or arising out of provision of the MoneyPlus Cards including, without limitation, in the following cases: (a) the negligence, mistake or misconduct of the Cardholder and/ or the Applicant; (b) breach or non-compliance by the Cardholder and/ or the Applicant of the these Terms and

Conditions or any Applicable Law; (c) any claim made or proceeding commenced by any third party against HDFC Bank, in relation to or in connection with the issuance/ usage of the MoneyPlus Card and/ or any Transaction; (d) any action taken or omitted to be taken by HDFC Bank, its officers, employees or agents, on the instructions of the Cardholder and/ or the Applicant; and/ or (e) fraud or dishonesty relating to any Transaction by the Cardholder.

11. EXCLUSION FROM LIABILITY

Without prejudice to any other provisions of these Terms and Conditions, HDFC Bank shall not be liable to the Cardholder and/ or the Applicant for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with these Terms and Conditions, including, without limitation, any loss or damage arising from: (a) the refusal of any person to honour or to accept the MoneyPlus Card; (b) handing over of the MoneyPlus Card by the Cardholder or by the Applicant to any person other than a representative of HDFC Bank at the time of the surrender of the MoneyPlus Card; and/ or (c) any interruption or stoppage in the Cardholder's access to and/ or the use of the MoneyPlus Card.

12. CHARGES

12.1 HDFC Bank shall be entitled to levy fees and other charges for use of the MoneyPlus Card, which charges shall be set out on HDFC Bank Website, from time to time, to the Cardholder by HDFC Bank. The Cardholder hereby agrees to make payment of such charges.

12.2 Any government charges, duty, debits or tax payable as a result of the use of the MoneyPlus Card shall be borne solely by the Cardholder and if the same is imposed upon HDFC Bank (either directly or indirectly), the Cardholder hereby agrees to make payment of such charges.

12.3 Without prejudice to the Cardholder’s/ Applicant’s obligation to make payment of the fees, charges, duties or Taxes payable in respect of the MoneyPlus Card and the use thereof, HDFC Bank shall be entitled to recover all amounts due from the Cardholder/ Applicant to HDFC Bank including, without limitation, the amounts payable in terms of Clause 12.1 above and Clause 12.2 above by debiting the available Card Balance and/or by debiting the amounts due from the Account and/or any other account of the Cardholder/Applicant.

13. DISPUTES

13.1 HDFC Bank shall not in any manner be responsible for any disputes regarding goods and services purchased by the Cardholder using the MoneyPlus Card including, without limitation, the quality, value, warranty, delay of delivery, non-delivery, non-receipt of any goods or services. The MoneyPlus Card is only a

mode available to the Cardholder to make payment to merchants and any disputes relating to the goods or services purchased by the Cardholder, which arise for any reason whatsoever, should be resolved by the Cardholder with the merchant directly and HDFC Bank shall have no obligation or responsibility in respect thereof.

13.2 HDFC Bank shall not be liable to the Cardholder and the Applicant in respect of any loss or damage arising directly or indirectly out of: (a) any unauthorized use of the Cardholder's/ Applicant's mobile phone number; (b) any error, default, delay or inability of HDFC Bank to act on all or any of the Alert; (c) any loss of any information/instructions/Alerts in transmission; (d) any unauthorized access by any other person or any information/ instructions given by me or breach of confidentiality.

13.3 The Cardholder shall inform HDFC Bank, by contacting the Customer Care, within 45 (Forty Five) days of occurrence of any Transaction, if any irregularities or discrepancies exist in such Transaction or if such Cardholder has any query or complaint in relation to the Transaction. If HDFC Bank does not receive any information to the contrary within 45 (Forty Five) days of occurrence of any Transaction, it shall be entitled to assume and proceed on the basis that the relevant Transaction(s) was effected without any irregularity/ discrepancy.

13.4 In respect of any complaints/ query raised by the Cardholder in terms of these Terms and Conditions, the Cardholder shall be required to promptly provide HDFC Bank with all such information and documents as may be required by HDFC Bank in this regard.

13.5 Please note that HDFC Bank does not ask its customers for any confidential information, and therefore the Cardholder and/ or the Applicant must not share any information of a confidential nature including, without limitation, passwords, user-IDs, etc., to any person who asks for the same. For full details regarding our complaints procedure, please refer to the HDFC Bank Website.

14. EXPRESS CONSENT/ WAIVER FOR DISCLOSURE OF INFORMATION

14.1 The Cardholder hereby authorises HDFC Bank and/ or its associates to verify any information or otherwise at the Cardholder's office/ residence or to contact the Cardholder / the Cardholder's employer/ banker/ credit bureaus/ the Reserve Bank of India or any other source to obtain or provide any information that may be required for confirming membership requirements or maintaining the Cardholder's account in good credit standing.

14.2 Notwithstanding anything to the contrary contained herein, the Cardholder hereby expressly consent and authorise HDFC 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 any information in respect of the Cardholder including, without limitation, any

information contained in the documents submitted/ executed by the Cardholder and/ or any
other information relating to the Cardholder and the usage of the MoneyPlus Card collected by HDFC Bank now or hereafter, any personal data and sensitive information about the Cardholder, information, papers and data relating to know-your-customer, credit information, and any other information whether about the Cardholder (collectively, "**Information**"):

(a) to collect the Information from the Cardholder and other physical or online sources including, without limitation, accessing the same from credit information companies, websites, data bases and online platforms (whether public or not), to get the authenticity, correctness, adequacy, etc. of the Information verified from any sources and persons including, without limitation, from online data bases; and to act for and on the Cardholder's behalf for such accessing, collecting or verifying of the Information including, without limitation, using the Cardholder's log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to the Cardholder;

(b) process Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by HDFC Bank;

(c) to store the Information for such period as may be required for contract, by law or for HDFC Bank's evidential and claims purposes, whichever is longer;

(d) disclose, exchange, share or part with, from time to time without notice to the Cardholder, the Information to any other person including, without limitation, any card issuer, credit bureau, banks, financial institutions, any branch, parent/ subsidiary, affiliate, group companies and associates of HDFC Bank, governmental/ regulatory authority, service provider, business correspondent, agent or third party sub-contractor, consultants, credit information companies, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities for such purposes that HDFC Bank may deem fit. The Cardholder hereby waives the privilege of privacy.

14.3 The Cardholder hereby authorises HDFC Bank to record specific conversations between the Cardholder or the Cardholder's representative and HDFC Bank's representative, in case of grievance related conversations or payment recovery related conversations or any other conversation that HDFC Bank may deem fit, at its own discretion.

14.4 The Cardholder hereby consents to receiving information/ service for marketing/ cross-selling purposes through telephone/ mobile/ short message service/ e-

mail or any other mode from HDFC Bank and/ or its agents. The Cardholder understands that in case that the Cardholder does not wish to receive promotional information through telephone calls/ emails/ short message service on products and services not currently availed by the Cardholder, the Cardholder can register for "Do Not Call" service through the HDFC Bank Website or through phone banking or other channels that HDFC Bank may offer. The Cardholder agrees that this service will not apply to receipt of advice and information regarding products and services currently availed by the Cardholder, to help the Cardholder in fully realising the benefits of the range of financial solutions designed to make the Cardholder's banking relationship value added and more convenient.

15. GOVERNING LAW AND JURISDICTION

The construction and validity of these Terms and Conditions shall be governed in all respects by the laws of India. The Cardholder agrees that any legal action or proceeding arising out of these Terms and Conditions shall be brought before the courts or tribunals at Mumbai and irrevocably submit themselves to the jurisdiction of that court or tribunal. HDFC Bank may, however, in its absolute discretion, choose to commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum and the Cardholder hereby consents to such jurisdiction and waives any objection that the Cardholder may have now or in the future to the laying of the venue of any such legal action or proceedings and any claim that any such legal action or proceedings have been brought in an inconvenient forum.

16. SET-OFF AND LIEN

Notwithstanding anything to the contrary contained in these Terms and Conditions or any other document/ arrangement: (a) in respect of all and any of the Cardholder's present and future liabilities to HDFC Bank, whether under this document or under any other obligation/ loan/ facilities/ borrowings/ document, whether such liabilities are/ be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/ or as guarantor and/ or otherwise howsoever (collectively "**Liabilities**"), HDFC Bank shall in addition to any general lien or similar right to which it as a banker may be entitled by Applicable Law, practice, custom or otherwise, have a specific and special lien on all the Cardholder's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with HDFC Bank, now or in future, whether in same or different capacity of the Cardholder, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, and (b) separately, HDFC Bank shall have an express right to, without notice to and without consent of the Cardholder, set-off, transfer, sell, realise, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per HDFC Bank's discretion), securities, amounts and property as

aforesaid (whether earmarked for any particular Liability or not) for the purpose of realising or against any of dues in respect of any of the Liabilities and to combine or consolidate all or any of accounts of the Cardholder and to set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon any default in payment of any part of any of the Liabilities when due in terms of such documents.

17. **NOTIFICATION OF CHANGES**

HDFC Bank shall have the absolute discretion to, at any point of time, (a) amend or supplement any of these Terms and Conditions; and/ or (b) change any feature and/ or benefit offered on the MoneyPlus Card including, without limitation, changes which affect charges or rates and/ or method of calculation of charges with respect to the MoneyPlus Card. HDFC Bank shall communicate the amended terms, the changes made to the features of the MoneyPlus Card, and the revised interest, charges and rates with respect to the MoneyPlus Card, by hosting the same on the HDFC Bank Website or in any other manner as may be decided by HDFC Bank, from time to time. The Cardholder shall be responsible for regularly reviewing the latest versions of the Terms and Conditions as may be posted on the HDFC Bank Website, from time to time, and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the MoneyPlus Card after the amended Terms and Conditions are hosted on the HDFC Bank Website.

18. The Cardholder acknowledges, agrees and confirms that HDFC Bank may, in relation to these Terms and Conditions and / or the MoneyPlus Card, utilise such business correspondents / third party sub-contractors / agents / service providers as it may deem fit.

19. The Cardholder hereby acknowledges, agrees and confirms that the Cardholder has read and understood HDFC Bank's customer protection policy available on the HDFC Bank Website (https://www.hdfcbank.com/assets/pdf/Customer-Protection-Policy.pdf) and acknowledges and agrees to be bound by the same in respect of the MoneyPlus Card including, without limitation, in case of use of the MoneyPlus Card by a person other than the Cardholder.

20. The Cardholder acknowledges, agrees and confirms that these Terms and Conditions are solely between HDFC Bank and the Cardholder and no other third party has any rights or obligations hereunder.

21. The Cardholder accepts the Terms and Conditions by usage of the MoneyPlus Card and on the first usage of the MoneyPlus Card, the Terms and Conditions shall represent the agreement between the Cardholder and HDFC Bank with respect to the MoneyPlus Card and the subject matter of these presents.

Schedule I

MoneyPlus Card Variants

Sr. No.	Card variant	Usages
1.	MoneyPlus Regular	ATM, ecommerce and point of sale transaction
2.	MoneyPlus PettyCash	ATM, ecommerce and point of sale transaction
3.	MoneyPlus PetroCard	Point of sale transaction with petro merchant category only
4.	MoneyPlus benefitCard	Ecommerce and point of sale transaction