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| 22.1 | **Definitions:** In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise: The words I, me and my refer to the cardholder. |
| 22.2 | Account refers to the Cardholder's Savings and / or Current Account and / or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of the Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one signatory. |
| 22.3 | Bank refers to HDFC Bank Limited, a banking company incorporated in India under the Companies Act 1956 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013, India and includes its successors and assigns. |
| 22.4 | Add-on Card on Mobile or Card refers to the HDFC Bank Mobile Debit / Prepaid Card issued to the customer on a particular Mobile number and loaded on a particular SIM card or mobile handset. |
| 22.5 | Personalization' shall mean the download of Card information on the Client Application installed on the SIM card memory or mobile phone memory of the designated mobile number. |
| 22.6 | Cardholder refers to a Customer of the Bank authorized to use the Card. |
| 22.7 | ‘Mobile enabled PoS’ shall mean Mobile Phone or any device acting like a point of sale capable of accepting the Card, which will support Card based transactions authenticated by using registered mobile phone of the customer. |
| 22.8 | ‘Client Application’ shall mean the software installed on a) SIM card of the mobile or b) the Memory of the mobile, on which the card details will be stored and which will enable the customer to carry out Card transactions by operating his/her Account |
| 22.9 | ‘Mobile PIN’ shall mean the PIN used to access the ‘Client Application’ that stores the Card details |
| 22.10 | Service Provider means any company which is appointed by HDFC Bank to act on behalf of the bank to provide services as described in the terms & conditions |
| 22.11 | Merchant means any person who owns or manages or operates a service establishment wherever located which participates in the Card program and honours the Card and includes amongst others stores, shops, restaurants, hotels, airline organisations. |
| 22.12 | Primary Account shall mean the account linked to the Card, debited for transactions at Merchant Establishments accepting the Card. |
| 22.13 | Terms refer to Terms and Conditions for use of the Card as specified in this document. |
| 22.14 | Transactions mean any instruction given by a Cardholder using a Card directly or indirectly to the Bank to effect a transaction. |
| 22.15 | **Applicability of Rules and Regulations:** The issue and use of the Card shall be subject to the RBI's Rules, Regulations and guidelines issued from time to time, which are in force. |
| 22.16 | **Issuance of Card :** |
| 22.16.1 | I understand and accept that I need to download the Client Application on my mobile handset or SIM card as a first step to enable the Bank to download the Card on my mobile phone |
| 22.16.2 | I also understand and accept that personalized Mobile PIN is required to ensure the security of Client Application / Card usage for transactions using the Card. |
| 22.16.3 | The client application can store more than one Cards at any given time and HDFC Bank would not be responsible for any of the Card(s) stored on the client application that are not issued by the Bank |
| 22.16.4 | At my specific request (written / using any electronic medium as permitted by the Bank from time to time), the Bank shall issue me Cards to my mobile number I understand and accept that the Bank shall download the Card related information on the Client Application by means of Over The Air Download (OTA) to personalize the Card for further use. |
| 22.16.5 | In case the Card can not be personalized on my phone due to any mobile network related problems or limitations of the mobile phone handset, I will not hold the Bank to be responsible for its inability to issue the Card |
| 22.16.6 | After the personalization is successful, the Card can be activated only by following the process as prescribed by the Bank from time to time. |
| 22.17 | **Validity & Usage:** |
| 22.17.1 | The Card is valid for use in India only |
| 22.17.2 | The Card cannot be used unless the same is activated by following the prescribed process. The activation is only possible after successful personalization on the designated mobile phone. For subsequent use of the Card, only Mobile PIN can be used to initiate / authorize payment requests. |
| 22.17.3 | The Card is not valid for foreign exchange payments in India. |
| 22.17.4 | No physical plastic card will be issued towards the request for issuance of Card |
| 22.17.5 | The Card is valid up to the last working day of the month indicated. The Bank shall generate a new Card and attempt delivery of the same to the Mobile number recorded with the Bank in its system before the expiry of the Card. |
| 22.17.6 | The Card is acceptable at any of the following: 1. As no physical card would be issued, I understand that no transactions would be possible via swipe or dip or key enter of card details on POS, ATM & internet payment gateway respectively  2. The Card can be used at any Card accepting location participating in the Mobile Debit / Prepaid Card program in India only |
| 22.18 | **Cardholder Obligations:** |
| 22.18.1 | The Cardholder shall at all times ensure that the mobile, on which the Card is stored, is kept at a safe place. The Cardholder shall under no circumstance whatsoever share the Mobile PIN with any other individual nor shall allow the Card to be used by any other individual. The Cardholder shall not store PIN No. in his mobile either by way of contact no. or message or any other form. |
| 22.18.2 | The Card is the property of HDFC Bank |
| 22.18.3 | The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges. |
| 22.18.4 | The Cardholder will be responsible for all the data communication charges levied by the Telecom Service Provider pertaining to SMS, GPRS Data usage, any other charges wherver applicable |
| 22.18.5 | In case the Cardholder has any dispute in respect of any charge indicated in the Statement, the Cardholder shall advise details to the Bank within 15 days of the statement date failing which, it will be construed that all charges are acceptable and in order. The Bank may at its sole discretion accept any disputes on charges older than 15 days. |
| 22.18.6 | I understand and accept my responsibility to inform the Bank to deactivate the Card in case my mobile number to which the Card is issued is surrendered / changed/ lost/ stolen/ misplaced. The liability of any transactions carried out using the Card and all the consequent losses will be to my account if I fail to inform the Bank. |
| 22.18.7 | The Cardholder shall act in good faith in relation to all dealings with the Card(s) and the Bank. |
| 22.18.8 | I will be responsible for all types of transactions processed by use of my Card, whether or not processed with my knowledge or authority, express or implied. I shall accept the Bank's record of transactions as conclusive and binding for all purposes. |
| 22.19 | **Lost or Stolen or Misplaced Cards:** |
| 22.19.1 | I am aware and accept that to protect my interest, the facility of reporting Loss of Card(s) is available 24 hours on PhoneBanking and during Banking hours in branch and HDFC Bank will carry out the request for Hotlisting of my Card. |
| 22.19.2 | HDFC Bank will not be liable for any damages on account of me not being able to use the Hotlisted Card to carry out any transactions. |
| 22.19.3 | The Bank shall not be liable for any loss caused by the misuse of the Card prior to the card being reported by me to the Bank as lost/ stolen / misplaced and the said card is hotlisted. |
| 22.19.4 | I agree and undertake to promptly inform the Mobile service provider to block the SIM card / mobile number usage, if my Mobile containing the Card is lost or stolen or misplaced. |
| 22.19.5 | I agree and undertake to promptly inform the Bank to Hotlist the Card if my Mobile containing the Card is lost or stolen or misplaced. |
| 22.19.6 | If the mobile containing the Card is lost or stolen or misplaced, I will file a report with the local police and send a copy of the FIR thereafter to the Bank. I understand that the Bank shall hotlist /cancel the Card only during working hours on a working day following the receipt of such information or within 24 hours of receiving such information., whichever is later. The Bank shall not be liable for any loss by the misuse of the Card till the time the loss is reported and the card is hotlisted. |
| 22.19.7 | The Cardholder is responsible for the security of the mobile containing Card and shall take all steps towards ensuring the safe keeping there of. In the event Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with Cardholder. |
| 22.19.8 | The Bank may issue replacement Card provided that the Cardholder has in all respects complied with the Terms and Conditions pertaining to the same. |
| 22.2 | **Merchant Location Usage:** The Card can be used at any Card accepting location participating in the Mobile Debit / Prepaid Card program in India only |
| 22.21 | The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which participate in the Card program and accept the Card(s) with the help of Mobile enabled POS terminal or any equivalent device capable of accepting the Virual Card. Any usage of the Card other than at the designated Mobile enabled POS or equivalent device will be considered as unauthorized and the Cardholder will be solely responsible for such transactions unless there is a specific offer by HDFC Bank to the Customer. |
| 22.22 | Transactions are deemed authorised and completed once the Bank / Service provider generates a payment authorization request and the customer authorizes the transaction with the help of Mobile PIN . The amount of the transaction is debited from the primary account linked to the card immediately. The Cardholder should ensure that the Card is used only once at the merchant location for every purchase. The authorization requested will be generated each time the Card is used and the Cardholder should ensure that there is no multiple usage of Card at the Merchant location at the time of purchase. |
| 22.23 | The Bank will not accept responsibility for any dealings the Cardholder may have with the merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any Merchant Establishment, the matter should be resolved by the Cardholder with the merchant establishment directly and failure to do so will not relieve the cardholder from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately. |
| 22.24 | The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder's account with the transaction amount. However, at Railway stations and Petrol pumps, transaction and other charges as per industry practice will be applicable. |
| 22.25 | Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition, was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card except where the same has been lost, stolen or fraudulently misused and the same has been intimated to the Bank, the burden of proof for which shall be on the Cardholder. |
| 22.26 | In case, a merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a fresh request for transaction reversal (customer account credit) must be generated and the customer should authorize the same. Reversal/Refunds of debits due to such transactions will be processed manually |
| 22.27 | All Refunds and Adjustments due to any merchant / device error or communication link will be processed manually and the account will be credited after due verification and in accordance with Visa rules and regulations as applicable from time to time. The Cardholder agrees that any debits received during this time will be honoured only based on the Available Balance in the account(s) without considering this Refund. The Cardholder also indemnifies the Bank from such acts of dishonoring the payment instructions. |
| 22.28 | **Quality of Goods and Services:** The Bank shall not be in any way responsible and/or liable for merchandise, warranty or services purchased or availed of by Cardholder from Merchant Establishments including on account of delay and delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order placed by the Cardholder. It must be distinctly understood that the Card facility is purely a facility provided to the Cardholder to purchase goods and/or avail of services and the Bank shall not warranty or Guarantee and shall make no representation whatsoever about quality, quantity, delivery, deficiency or otherwise howsoever regarding the goods or services, and any dispute must be resolved by the Cardholder with the Merchant Establishment directly. |
| 22.29 | **Card Usage:** |
| 22.29.1 | The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank will decide the number of accounts, which will have the Card facility on them. |
| 22.29.2 | In case of Cards linked to multiple accounts, transactions at Merchant Establishments will be affected on the primary account linked to the Card. In case there are no funds in this account, the Bank will not honour the transactions even if there are funds available in the other accounts linked to the same customer. |
| 22.29.3 | The Bank will debit the accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the Card ("Transactions"). All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card. Such statements shall be mailed to the Cardholder as per defined frequency to the mailing address as per the Customers records with the Bank. |
| 22.29.4 | The Cardholder agrees that the Bank's record of transactions pertaining to his account(s) is conclusive and authentic. |
| 22.29.5 | The applicable fees, charges, if any, will be debited to the account linked to the Card on application/renewal at the Bank's prevailing rate. These fees are not refundable. |
| 22.29.6 | The Cardholder is advised to retain a record of transactions generated by the Bank / Service provider with him. |
| 22.29.7 | The Cardholder agrees not to attempt to purchase using the Card unless sufficient funds are available in the account. The onus of ensuring adequate account balances is entirely on him. Accounts that violate this condition will be classified as overdrawn accounts and he will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn interest charges will be levied on the debit balance in the account. This charge will be determined by the Bank and will be announced from time to time. |
| 22.29.8 | In the event of an account being overdrawn due to Card transactions, the Bank reserves the right to set off this amount against any credit lying in any of the Cardholder's other accounts held jointly or singly without giving any notice. |
| 22.29.9 | The responsibility for any misuse on the Card, once the customer has activated the same with the help of Bank specified process , would rest with the Customer and not the Bank. |
| 22.29.10 | Nothing in these terms and conditions shall affect the Bank's right of set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. |
| 22.3 | **International Transactions** The Card is meant for use within India only and no transactions can be done using this card outside India. |
| 22.31 | **Disputes:** A transaction record log provided by the service provider containing the transaction authentication of the Cardholder together with the card number and Mobile number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased / to be purchased or has duly received the service availed or to be availed to the Cardholder's satisfaction. |
| 22.32 | The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the statement within **six** months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including payment requisition. |
| 22.33 | The Bank accepts no responsibility for refusal by any establishment to honour the Card. |
| 22.34 | As per Visa Operating Regulation, the complete resolution of the dispute may take upto six months. In case the Customer wants to dispute any transaction, the same should be informed to the Bank within 15 days from the date of the transaction. |
| 22.35 | **Exclusion of Liability:**  Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect of any loss or damage arising, directly or directly out of: |
| 22.35.1 | Any defect in goods or services supplied. |
| 22.35.2 | The refusal of any person / Merchant Establishment to honour or accept a Card. |
| 22.35.3 | The malfunction, delay in functioning of any computer / Software / Data Transfer / Mobile enabled POS terminal or its equivalent / Mobile Phone |
| 22.35.4 | Effecting Transaction instruction other than by a Cardholder. |
| 22.35.5 | Any statement made by any person requesting the return / de-activation of the Card or any act performed by any person in conjunction. |
| 22.35.6 | Handing over of the Mobile Phone containing the Card and/or Mobile PIN by the Cardholder to anybody. |
| 22.35.7 | The exercise by the Bank of its right to demand for withdrawal of the Card prior to the expiry date as decided by the Bank at the time of issuance, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal. |
| 22.35.8 | The exercise by the Bank of its right to terminate the Card(s). |
| 22.35.9 | Any injury to the credit character and reputation of the applicant alleged to have been caused by the re possession of the Card and/or, any request for its return or the refusal of any Merchant establishment to honour or accept the Card. |
| 22.35.10 | Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank. |
| 22.35.11 | Decline of transaction due to any reason at a Merchant Establishment location including the above. |
| 22.36 | **Termination:** |
| 22.36.1 | The Cardholder may discontinue this facility at any time by intimation to the Bank in writing for the same. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card whether or not the same are the result of the misuse and whether or not the Bank has been intimated of the destruction of the Card. In case of a dispute on any transaction, Cardholder can notify the Bank and the Bank can raise a chargeback as per regulations of Visa. |
| 22.36.2 | The Bank shall be entitled to discontinue this facility at any time by giving 30 days' notice and shall be deemed to have been received by the Cardholder within 30 days of posting to the Cardholders' address in India, last notified in writing to the Bank. |
| 22.36.3 | The Bank reserves the right to disclose Customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies, RBI, Ombudsman, and any other wing of Central Government or State Government. |
| 22.37 | Indemnity:I confirm my participation in the Card program of HDFC Bank. I understand the consequences and risks involved in use of the Card. I agree to indemnify and keep the the Bank indemnified against all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of the following: |
| 22.37.1 | Negligence / mistake or misconduct by me. |
| 22.37.2 | Breach or non-compliance of the rules/terms and conditions relating to the Card and the account. |
| 22.37.3 | Fraud or dishonesty relating to any transaction by my employees / agents or me. |
| 22.37.4 | I understand and accept that the connectivity with the mobile network is of paramount importance for any transaction using the Card to go through. I shall not dispute and hold harmless the Bank from any and all loss, trouble I may suffer on account of any transactions that are not happening due to any problem with the mobile service network. |
| 22.37.5 | I understand and accept that the issuance and use of the Card is dependant on the functionality available on the mobile phone handset and SIM card. I shall not dispute and shall hold the Bank harmless in case the Bank is not able to issue me the Card due to limitation of the mobile phone handset and /or SIM card. |
| 22.37.6 | I shall hold the Bank harmless from any and all consequences arising in case I fail to secure the Client Application with the help of personalized Mobile PIN at the time of registration |
| 22.37.7 | Mobile enabled POS terminals are machines and errors could occur while in operation. I agree to indemnify the Bank for any such machine / mechanical errors/failures. |
| 22.37.8 | I shall indemnify and hold harmless the Bank from any and all losses / consequences arising in case my mobile phone containing the Card is stolen and any transactions are done using the Card till the time I inform the Bank and the Card is hotlisted by the Bank. |
| 22.37.9 | I shall indemnify and hold harmless the Bank from any and all consequences arising from me not complying with The Exchange Control Regulations of the RBI. |
| 22.38 | **Terms:** |
| 22.38.1 | HDFC Bank reserves the right to issue the Card to the Customer. |
| 22.38.2 | The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing application form requesting for Card, acknowledging the receipt of the Card on the mobile phone , by performing a transaction with the Card or by requesting of activation of the Card to the Bank or once the deliverable(s) have been delivered by the Bank at the address specified by the Customer. |
| 22.38.3 | The Bank reserves the right to revise policies, features and benefits offered on the Card and alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations through an appropriate channel. The Cardholder will be bound by such alterations unless instruction is given to the Bank for cancellation of the card before the date upon which any alteration is to have effect. |
| 22.38.4 | The Bank may introduce new services from time to time. The existence and availability of the new functions will be notified to the Cardholder as and when they become available, through HDFC Bank website or any mode of communication deemed fit by the Bank. The changed terms and conditions applicable to the new services shall be communicated to the Cardholder. By using these new services, the Cardholder agrees to be bound by the terms and conditions applicable. |
| 22.38.5 | These TERMS form the contract between the Cardholder and the Bank. By applying for the Card and accessing the service the Cardholder acknowledges and accepts these terms and conditions. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the Customer. |
| 22.39 | **Re-issuance of Mobile PIN** |
| 22.39.1 | If the customer forgets the Mobile PIN, then the same can be forcefully re-set at the specific request from the customer after the necessary identity verification of the customer is done. |
| 22.39.2 | I understand and accept that in case the Mobile PIN is forcefully re-set, the Card will be de-activated and the same can not be used unless the same is re-activated. |
| 22.39.3 | The Card so de-activated can be re-activated only with the help of Bank after successful customer authentication. The Bank may decide to revise the process for customer authentication from time to time. |
| 22.4 | **Governing Law & Jurisdiction** |
| 22.40.1 | The construction, validity and performance of this Service shall be governed in all respects by the laws of India. The Cardholder hereby submits to the non-exclusive jurisdiction of the Courts at Mumbai. |