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| 24. | **Definitions:** In this document the following words and phrases have the meaning opposite them unless the context indicates below: |
| 24.1 | 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 - 400 013, India and includes its successors and assigns |
| 24.2 | Card refers to HDFC Bank ForexPlus Card, issued to the customer by HDFC Bank in association with VISA/MasterCard International. |
| 24.3 | Cardholder refers to a customer of the Bank authorised to use the card.. |
| 24.4 | EDC terminal shall mean point of sale electronic data capture capable of handling card transactions i.e., electronic draft capture (EDC) terminal, printers, other peripherals and accessories, including PIN (defined hereunder) pads and necessary software to run the devices and which processes the transaction at the Merchant Establishment abroad (except India, Nepal & Bhutan). |
| 24.5 | International Transactions refer to the transactions entered into by the cardholder on his card outside India, Nepal and Bhutan. |
| 24.6 | Merchant means any person who owns or manages or operates a service establishment wherever located which honours the card and includes amongst others stores, shops, restaurants, hotels, airline organisations, ATMs advertised by the Bank, VISA/MasterCard or the Merchant. |
| 24.7 | Merchant Establishments shall mean establishments wherever located which honours a VISA/MasterCard and shall include among others, stores, shops, restaurants, hotels, airline organisations advertised as honouring the VISA/MasterCard. |
| 24.8 | Terms refer to Terms and Conditions for use of the card as specified in this document |
| 24.9 | Transactions mean any instructions given by a cardholder using a card directly or indirectly to the Bank to effect a transaction. |
| 24.10 | VISA/MasterCard shall mean mark owned by VISA/MasterCard International. |
| 24.11 | VISA/MasterCard / PLUS ATM Network shall mean ATMs wherever located which honour the VISA/MasterCard and displaying the VISA/MasterCard / PLUS symbols. |
| 24.12 | In the document, all reference to the cardholder being referred in masculine gender will also include the feminine gender. |
| 24.13 | Transaction: Transaction includes cash withdrawals, payment for purchases made / services availed at Merchant Establishments, availing other services by utilising the card at ATMs and / or Merchant Establishments. |
| 24.14 | Personal Identification Number (PIN / IPIN): The Bank will allot to the cardholder a PIN / IPIN to be used for cash withdrawals and balance inquiry at ATMs and permitted transactions on the Net. The cardholder shall be responsible to maintain the confidentiality of the PIN / IPIN. The Bank bears no liability for unauthorised use of the card. |
| Note: | As per the Finance Bill 2020, w.e.f. October 1, 2020 all the Authorized Dealers (AD) are mandated to collect Tax Collected at Source (TCS) on all Forex drawals which is also applicable for Forex Card Load/ Reload transactions.  Rate of TCS will be 5% for all the travel purposes except for Education where the rate is 0.5% if funding is coming from education loan availed from notified list of financial institutions. The applicable TCS (if any) will be recovered by debit to your your account / Debit card / Credit Card . You are requested to maintain sufficient balance. |
| 24.15 | **APPLICABILITY OF RULES AND REGULATIONS** |
| 24.16 | The issue and use of the card shall be subject to the RBI’s regulations in force from time to time. |
| 24.17 | Utilisation of the card shall be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of non-compliance by the cardholder with the same, the cardholder shall be liable for action under the Foreign Exchange Management Act, 1999 and any other Law and / or regulation in force from time to time relating to Foreign Exchange. The cardholder may be debarred from holding the card, either at the instance of the Bank or the RBI. The card cannot be used for making payment towards foreign currency transactions in India, Nepal and Bhutan i.e., while using the card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian rupees. In case the card is cancelled, whether on account of non-compliance with Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the card, whether in India or abroad, resulting in the card being dishonored and the concerned Merchant would be entitled to pick up a cancelled card on presentation. |
| 24.18 | The card may be used, within the foreign entitlements as stipulated by RBI from time to time, by cardholders going abroad for all bonafide personal expenses for personal use provided, the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India, would be governed by the baggage rules / EXIM policy in force. The entitlement of exchange should be ascertained (prior to the trip) from the authorised dealer branches of the Bank. The card cannot be used for effecting remittances for which the release of exchange is not permissible under the regulations. |
| 24.19 | **VALIDITY** |
| 24.20 | The card is valid abroad. |
| 24.21 | The card is not valid for payments in India, Nepal and Bhutan. |
| 24.22 | The card is valid up to the last working day of the month indicated. It can be re-issued on request. |
| 24.23 | The card is acceptable at any of the following:   * Any ATM of banks which are members of VISA/MasterCard / PLUS ATM network abroad * Any VISA/MasterCard merchant outlet abroad |
| 24.24 | **CARDHOLDER OBLIGATIONS** |
| 24.25 | The cardholder shall at all times ensure that the card is kept at a safe place. The cardholder shall under no circumstance whatsoever allow the card to be used by any other individual. The cardholder will sign the card immediately upon receipt. |
| 24.26 | The cardholder will be responsible for all facilities granted by the Bank in respect to the card and for all related charges for use of the card. |
| 24.27 | In case the cardholder has any dispute with respect to any charge indicated in the statement, the cardholder shall advise details to the Bank within 30 days of the statement date failing which, it will be construed that all charges are acceptable and in order. |
| 24.28. | **LOST OR STOLEN CARDS** |
| 24.29 | If a card is lost or stolen, the cardholder must file a report with the local police and send a copy thereafter to the Bank. The cardholder will be liable for all the charges incurred on the card until the card is hotlisted. In case of an unsigned card, the cardholder will be liable for all charges incurred on it. The cardholder may report a card loss over the telephone to the Bank. The Bank upon adequate verification will suspend the card and will not be liable for any inconvenience caused to the cardholder on this account. The Bank will hotlist / cancel the card during working hours on a working day following the receipt of such intimation. Other channels for hotlisting may be offered to the cardholder as and when the service is launched. |
| 24.30 | If the cardholder loses his card overseas, he may either follow the above procedure or may report the loss through the VISA/MasterCard Global Emergency Assistance helplines. In case the cardholder uses the VISA/MasterCard Global Emergency Assistance services, then the charges for usage of such services shall be borne by the cardholder |
| 24.31 | The cardholder shall take cognizance of the fact that once a card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half and adequate care would be taken to prevent its misuse. |
| 24.32 | The cardholder is responsible for the security of the card and shall take all steps towards ensuring the safe keeping thereof. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with cardholder. |
| 24.33 | Replacement card may be issued by the Bank provided that the cardholder has in all respects complied with the terms and conditions pertaining to the same. |
| 24.34 | **ATM USAGE** |
| 24.35 | The card is operable with the help of a confidential PIN at ATM locations. The cardholder’s PIN is given to him at the time of purchase of the card and the cardholder shall ensure that the same is received in a sealed envelope. The PIN should never be disclosed to any person or written down where any other person may discover it. Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the cardholder’s risk. All transactions conducted with use of the PIN will be the cardholder’s responsibility and he will abide by the record of the transaction as generated. |
| 24.36 | The card is acceptable at any VISA/MasterCard / PLUS ATM network belonging to institutions abroad. The Bank will not accept responsibility for any dealings the cardholder may have with the other institutions including but not limited to such services. The Bank is not responsible for the charges levied by the ATM network for such services. Should the cardholder have any complaints concerning any PLUS ATM network establishment, the matter should be resolved by the cardholder with the establishment and failure to do so will not relieve him from any obligations to the Bank. However, the cardholder should notify the Bank of this complaint immediately. |
| 24.37 | There will be separate service charges levied for facilities that will be announced by the Bank from time to time and deducted from the card account. In the situation that the card account does not have sufficient funds to deduct such service charges, the Bank reserves the right to deny such transactions and the decision of the Bank shall be binding on the cardholder. The Bank shall not be liable for any consequences arising out of denial of transactions. The Bank shall have the right to set-off and lien, irrespective of any other lien or charge, at present or in future on deposits held in the cardholder's accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the services extended by the Bank. |
| 24.38 | There are countries where the ATM service provider charges for its ATM usage. This cannot be controlled by HDFC Bank and hence if a pop-up message comes on an ATM, specifying a service charge for the service, please do not use the ATM, as these charges cannot be recovered. |
| 24.39 | **MERCHANT LOCATION USAGE** |
| 24.40 | The card is acceptable at all electronic Merchant Establishments abroad which display the VISA/MasterCard logo. |
| 24.41 | The card is for electronic use only and will be acceptable only at Merchant Establishments, which have an EDC terminal. Electronic usage is construed as the chargeslip / transaction slip is printed electronically from the EDC terminal. |
| 24.42 | The card is operable with the help of the cardholder’s signature at EDC terminals installed at Merchant Establishments. |
| 24.43 | Transactions are deemed authorised and completed once the EDC terminal generates a sales slip. The amount of the transaction is debited from the primary account linked to the card immediately. The cardholder should ensure the card is used only once at the merchant location for every purchase. The sales slip will be printed 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. |
| 24.44 | The Bank will not accept responsibility for any dealings the cardholder may have with the Merchant Establishment including but not limited to the supply of goods and services. Should the cardholder have any complaints concerning any VISA/MasterCard Merchant Establishment, the matter should be resolved by the cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the Bank. However, the cardholder should notify the Bank of this complaint immediately. |
| 24.45 | The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment / ATM and debited to the card account with the transaction amount. |
| 24.46 | The cardholder must sign a sales slip whenever the card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the cardholder, but which can be proved, as being authorised by the cardholder, will be binding on the cardholder. |
| 24.47 | 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 card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the cardholder. |
| 24.48 | 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 copy of the cancelled receipt must be retained in his possession. Reveal / refunds of debits due to such a transaction will be processed manually and the cancelled sales slip needs to be produced, if called for. |
| 24.49 | 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/MasterCard rules and regulations as applicable. 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. |
| 24.50 | The card is not to be used at the hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service. |
| 24.51 | The usage of the card for any mail order / phone order / internet purchases will be made available when the service is launched by the Bank. |
| 24.52 | Quality of goods and services: The Bank shall not be in any way responsible for merchandise, warranty or services purchased or availed by cardholder from Merchant Establishments including on account of delay in 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 to the cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, delivery or otherwise howsoever regarding the goods or services, and any dispute must be resolved by the cardholder with the Merchant Establishment. |
| 24.53 | **CARD USAGE** |
| 24.54 | The Bank will debit the card account for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the card (‘Transaction’). All transactions will be reflected in the statement of the card account, which are linked to the card. Such statements shall be mailed to the cardholder at the end of the month in which card has been used for transaction to the mailing addresses indicated at the time of purchasing the card. |
| 24.55 | The cardholder agrees the Bank’s record of transaction relating to his card(s) is authentic and conclusive. |
| 24.56 | The cardholder is advised to retain a record of transactions generated by the ATM / EDC terminal at Merchant Establishments with him. |
| 24.57 | The cardholder agrees not to attempt to withdraw / purchase using the card unless sufficient funds are available in the account. The onus of ensuring adequate card balances is entirely on him. |
| 24.58 | 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 with reasonable notice to the cardholder. |
| 24.59 | Nothing in these terms and conditions shall affect the Bank’s right to set-off transfer and application for monies at law or pursuant to another agreement from time to time subsisting between the Bank and cardholder. |
| 24.60 | **RESIDENTS** |
| 24.61 | The use of the card is allowed for the purposes as per the Exchange Control Regulations of RBI. |
| 24.62 | As per RBI guidelines, in case the amount on account of use of the card during visits abroad exceed the cardholder’s foreign exchange entitlements, the cardholder should provide documentary evidence for the usage of foreign exchange utilised. The Bank is authorised to report the matter to the regional office of the Exchange Control department giving full details. |
| 24.63 | **DISPUTES** |
| 24.64 | A sales slip with the signature of the cardholder together with the card 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. |
| 24.65 | The Bank shall make bonafide and reasonable efforts to resolve an aggrieved cardholder’s disagreement with applicable charge indicated in the statement within timelines stipulated as per VISA/MasterCard guidelines. 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 a copy of the sales slip or payment requisition. |
| 24.66 | The Bank accepts no responsibility for refusal by any establishment to honour the card. |
| 24.67 | **EXCLUSION OF LIABILITY** |
| 24.68 | Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect to any loss or damage arising, directly or indirectly out of:   * Any defect in goods or services supplied. * The refusal of any person to honour or accept a card. * The malfunction of any computer terminal. * Effecting transaction instruction other than by a cardholder. * Any statement made by any person requesting the return of the card orany act performed by any person in conjunction. * Handing over of the card by the cardholder to anybody other than the designated employees of the Bank at the Bank’s premises. * The exercise by the Bank of its rights 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. * The exercise by the Bank of its right to terminate any card. * 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. * Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank. * Decline of a charge because of excess foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, or the bank becoming aware of the cardholder exceeding his entitlements. * Decline of transaction due to any reason at a merchant location / ATM. |
| 24.69 | **INSURANCE BENEFITS** |
| 24.70 | The cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and that the insurance company will be solely liable for compensation if any, in case of a death of a cardholder and / or loss of baggage and / or loss of passport 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 to 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 sorted out directly with the Insurance company. |
| 24.71 | The cardholder acknowledges that the insurance cover so provided will be available to the cardholder only as per the terms of the relevant insurance policy in force, and only so long as the cardholder is and remains a cardholder of the Bank with his card being active. On the card / account being cancelled or withdrawn 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 cessation of card / account. Further the cardholder also agrees that even during continuation of his card / account, the Bank may at any time at its sole discretion and with reasonable notice thereof to the cardholder or assigning any reason thereof suspend, withdraw or cancel the benefit of such insurance cover and there will no binding obligation on the bank to continue this benefit. The current insurance benefit offered on your ForexPlus Card is in association with HDFC Ergo General Insurance Company Limited. |
| 24.72 | The following are the broad Terms and Conditions of the captioned cover:   * Personal Accident Insurance * - This is a death only cover, with a maximum limit of Rs. 2,00,000 valid on any bodily injury resulting in death by Air / Rail / Road accident - The death to be within 12 months of injury - The accident injury and subsequent death has to be within the validity period of the ForexPlus Card (Live and Active card) * Loss of Checked Baggage Cover * - The maximum cover is for Rs. 20,000  - It applies to loss of checked baggage caused by the airline and the liability admitted by the airline  - The payment under insurance cover will be reduced by any sum for which the airline is liable to make the payment * Passport Reconstruction Cover * - Actual cost of reconstruction of passport only. Cost of reconstruction on VISA/MasterCard not included - Compensation for reasonable and necessary expenses to obtain a duplicate passport  – Insurance company can be subject to change. |
| 24.73 | **TERMINATION** |
| 24.74 | The cardholder may discontinue this facility any time by getting the card hotlisted. However, for the transactions done during the card active period, but posted of the card after the surrender, the cardholder shall be entirely liable. 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/MasterCard. |
| 24.75 | The Bank shall be entitled to discontinue this facility at any time by canceling the card by giving 30 days notice and shall be deemed to have received by the cardholder within 30 days of posting to the cardholders’ address in India last notified in writing to the Bank. |
| 24.76 | The Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government. |
| 24.77 | The Bank may also restrict, terminate or suspend the use of the card at any time without prior notice if the Bank reasonably believes it necessary for business or security reasons. |
| 24.78 | **INDEMNITY** |
| 24.79 | The cardholder agrees to indemnify the Bank against all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of:   * Negligence / mistake or misconduct of the cardholder. * Breach or non-compliance of the rules / terms and conditions relating to the card and the account. * Fraud or dishonesty relating to any transaction by the cardholder or hisemployees / agents. * ATMs / EDC terminals are machines and errors could occur while in operation. You agree to indemnify the Bank for any such machine / mechanical errors / failures. * The cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the cardholder not complying with the Exchange Control Regulations of the RBI. |
| 24.80. | **TERMS** |
| 24.81 | The cardholder shall be deemed to have unconditionally agreed to and accepted the terms of these terms and conditions by signing the card application form acknowledging the receipt of the card in writing, by signing the reverse of the card or by performing a transaction with the card. |
| 24.82 | 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 alteration in any manner it thinks appropriate. The cardholder will be bound by such alteration unless the card is hotlisted / cancelled before the date upon which any alteration is to have effect. |
| 24.83 | 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. 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. |
| 24.84 | 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. |
| 24.85. | **GOVERNING LAW** |
| 24.86 | These terms and conditions and / or the operations in the accounts of the customer maintained by the Bank and / or the use of the services provided through the card shall be governed by laws of the Republic of India and no other nation. The Customer and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards to any claim or matters arising under these terms and conditions. The Banks accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the card can be accessed by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and / or the operations in the card account of the Customer and / or the use of the card. |
| 24.87. | **DECLARATION** |
| 24.88 | I understand that the Alert facility offered by HDFC Bank limited (“the bank”) will enable me to receive customised Alert messages through the Short messaging service(SMS) over my mobile phone as chosen by me and informed by the bank with respect to events and transactions on my card. I have read and understood the Terms and Conditions relating to the Alert Service being offered by the bank. If this application form is accepted, I shall be bound by the said terms and conditions as in force, and as may be amended by the Bank from time to time and use of Alert Facility will be deemed to be acceptance of those terms and conditions. I certify the details furnished in this Application Form are correct and I give my consent to receive such information under this alert facility. I shall advice the Bank, in case of any change in any of the above details and information required and demanded by the bank, from time to time for providing the facility. I authorise the Bank to recover all changes related to the alert facility from time to time.  ................................................. Signature of the HDFC Bank ForexPlus Cardholder Date.......... Place.............. |
| 24.89 | **TERMS AND CONDITIONS (InstaAlert)** |
| 24.90 | **1. Definitions**: in these Terms and conditions, the following meanings: “Alerts” or “Facility” mean the customised messages based on Triggers, sent as Short Messaging Service “(SMS)” over mobile phone to the cardholder: “Bank” means all HDFC Bank branches in India; “Card” means the HDFC Bank ForexPlus Card issued to cardholder; “Cardholder” means the person who holds the HDFC Bank ForexPlus Card; “CSP” means the cellular service provider through whom the cardholder or the Bank receives the mobile services; “Triggers” means the trigger set or placed by the Bank with its systems with respect to specific events/transactions relating to the cardholder’s Card, to enable the Bank to send the corresponding Alerts to the cardholder. Words referring the masculine includes the feminine and vice versa. |
| 24.91 | **2. Availability**:  2.1) Cardholder has requested for this facility which Bank at its sole discretion may discontinue at any time after providing 30 days prior information through its website or any legally recognised medium of communication i.e. The facility is available to all ForexPlus Cardholders who have registered for this service. 2.2) The Alerts will be sent to the cardholder within the cellular circles of the CSPs. Or in circles forming part of the roaming GSM network agreement between such CSPs. 2.3) The Bank may, wherever feasible extend the Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers as will be notified by the Bank, from time to time.  2.4) The charges, if any, levied by the CSP for text messaging will be to the account of the cardholder. 2.5) Alert will not be initiated by the bank if Card has not been hotlisted.  2.6) The cardholder assumes full responsibility for the security and confidentiality of his/her mobile phone number shared with the bank for the alerts delivery. |
|  | **3**. **Registration Process:** To receive Alerts, the cardholder should submit the duly completed ‘Alerts registration Form’ at any of the Bank’s branches/locations. The cardholder acknowledges that the bank may, at its discretion from time to time change the features of any alert, the cardholder will be solely responsible for keeping himself updated of the available alerts. Which shall, on best effort basis, be notified by the bank through its website or through any legal recognized medium of communication. |
|  | **4**. **Receiving Alert:**  4.1) The cardholder acknowledges to receive alerts, his mobile phone must be in an “on” mode. If the cardholder’s mobile phone is kept on “off” mode for a specified period from the time of delivery of an alert message from the bank that a particular alert has not been received by the card holder. |
|  | The cardholder is solely responsible for intimating in writing to the bank any change in his mobile number. The bank will send Alerts only to the registered mobile number. |
|  | Alerts will be processed by the bank after receipt of transaction instruction and the processing time will be deduced by the Bank, in its sole discretion. The alerts provided by the bank on the mobile on any particular day, can have a certain time lag. The cardholder acknowledges that the facility is dependent on the infrastructure, connectivity and service provided by the CSP’s. The Cardholder accepts that timeliness, accuracy and readability of alerts sent by the bank will depend on the factors affecting the CSP’s and other service providers. The bank shall not be liable for non delivery or delayed deliveries of alerts, error, loss or distortion in transmission of alerts to the cardholder. |
|  | **5**. **Withdrawal or Termination**:  5.1) The bank may in its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time with prior notice of 30 days. |
|  | 5.2) Notwithstanding the terms laid down in clause 5.1 above, the cardholder for any reason whatsoever can terminate this agreement at any time upon prior written notice. |
|  | **6.** **Fees**:  6.1) The service is currently free. |
|  | 6.2) The cardholder shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of Alerts, which may be levied by the CSP as per the Terms and conditions of CSP and the Bank is in no way concerned with the same. |
|  | **7.** **Disclaimer**:  7.1) The bank shall be under no liability whatsoever to the cardholder in respect of any loss or damage arising directly or indirectly out of: (a) Any unauthorized use of the cardholder’s mobile phone number: (b) Error default delay or inability of the Bank to act all or any of the alert., (c) Less of any information/ instructions/alerts in transmission. (d) Unauthorized access by any other person to any information given by the cardholder or breach of confidentially: |
|  | 7.2) The Bank shall not be concerned with any dispute that may arise between the cardholder and the CSP and makes no representation or gives no warranty with respect to quality of service provided by the CSP or guarantee of timely delivery or accuracy of the contents of each alert. |
|  | **8**. **Disclosure**:  The cardholder accepts that all Alerts will be transmitted to/or stored at various locations and be accessed by personnel of the bank (and its affiliates/agents). The bank is authorized to provide any information or details relating to the cardholder or his card to the CSPs or any service providers so far as is necessary to give effect to the alert. |
|  | **9.** **Miscellaneous:** The above terms and conditions are in addition to the terms and conditions applicable to the HDFC Bank ForexPlus Card agreed to by the cardholder. All Disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only. Nothing expressed or implied shall in any way waive or armed any terms and conditions to the existing Terms and Conditions agreement with the HDFC bank. |