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| 13.1 | **Definitions :** In these Terms and Conditions, the following terms shall have the following meanings: "Alerts" or "Facility" or "Alerts Facility" mean the customized messages based on Triggers, sent as Short Messaging Service ("SMS") over mobile phone or as message via Email to the Customer; "Account" means any Savings/Current Account of the Customer with the Bank; "Bank" means any branch in India of HDFC Bank Ltd in which the Customer's Account is maintained; "Customer" means the person who holds an Account with the Bank; "Triggers" means the customized instructions to be set or placed by the Customer or by the Bank with the Bank & its systems, with respect to specific events/transactions relating to his Account to enable the Bank to send the corresponding Alerts to the Customer. "CSP" means the cellular service provider through whom the Customer or the Bank receives the mobile services. |
| 13.2 | **Availability** |
| 13.2.1 | I have requested for this facility which the Bank at its sole discretion may discontinue at any time with the Bank providing a prior intimation on a best-effort basis through its website or any legally recognised medium of communication. The Facility is currently available to resident customers through SMS on mobile phone and E-mail. |
| 13.2.2 | The Alerts would be generated by the Bank and will be sent to me on the mobile number provided by me and the delivery of the alert would be entirely based on the service availability of the service provider and connectivity with other cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. I agree and understand that the Alerts being dependent on various issues including connectivity the Bank cannot assure final and timely delivery of the alerts. |
| 13.2.3 | The alerts are dependent on various issues including connectivity if I am within the cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. |
| 13.2.4 | A mobile phone/email trigger may not be received by me or sent by the Bank if the account operations have been suspended for any reasons whatsoever. |
| 13.2.5 | I assume full responsibility for the security and confidentiality of my Mobile Phone/mobile phone number and mobile phone identification number to be used in initially gaining access to my account(s) through the use of my mobile phone. |
| 13.3 | **Process :** |
| 13.3.1 | To receive Alerts, I may select and set all or any of the Triggers available under this facility by submission of the duly completed Registration form at any of the Bank branches/locations. The form could also be downloaded/submitted electronically through the Bank's website www.hdfcbank.com subject to the introduction of the facility or format on the website. I can also register Online through HDFC Bank NetBanking. Alerts shall be sent to my mobile phone number and/or the E-mail ID registered with the Bank. |
| 13.3.2 | I am duty bound to acquaint myself with the detailed process for using the facility and the Bank is not responsible for any error/ omissions by me in setting the Triggers. |
| 13.3.3 | I acknowledge that the Alerts will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, add more Triggers or Alerts. The Bank may, at its discretion, from time to time change the features of any Trigger or Alert. I will be solely responsible for keeping myself updated of the available Triggers or Alerts, which shall, on best-effort basis, be notified by the Bank through its website or through any legally recognized medium of communication. I may, from time to time, alter or add to the Triggers selected by me by prior written intimation to the Bank by an acceptable mode of communication. |
| 13.4 | **Setting Triggers and Receiving Alerts :** |
| 13.4.1 | The Bank is not bound to acknowledge the receipt of any request / forms given by me for setting triggers nor shall the Bank be held responsible to verify the requests / forms or Triggers. The Bank shall endeavor to provide Triggers and Alerts on a best effort basis and wherever operationally possible for the Bank. |
| 13.4.2 | The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on me) that the Triggers are not genuine or otherwise improper or unclear or raises any doubt or in case any Triggers cannot be put into effect for any reasons whatsoever. |
| 13.4.3 | I am solely responsible for intimating in writing to the Bank any change in my mobile phone number or e-mail address or account details and the Bank will not be liable for sending Alerts or other information over my mobile phone number/e-mail address recorded with the Bank. |
| 13.4.4 | I acknowledge that to receive Alerts, my mobile phone must be in an “on” mode. If my mobile phone is kept “off” for a specified period from the time of delivery of an Alert message by the Bank, that particular message may not be received by me. |
| 13.4.5 | Triggers will be activated by the Bank within 7 working days after receipt of the form as provided by me. Initially, the alerts provided by the Bank on the mobile and/or the e-mail on any particular day, will have a certain time lag and accordingly the alerts being received are based on data available with the Bank with a certain time lag and may not represent data available on date of receipt. Select Alerts will be sent based on data updated as of the preceding working day. I also acknowledge that reasonable time may be taken for data processing for the purpose of sending Alerts on working days of the Bank. |
| 13.4.6 | I acknowledge that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. I accept that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to me. |
| 13.4.7 | The Bank shall endeavour to provide the Facility on a best effort basis and I shall not hold the Bank responsible / liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss or damage caused to me as a result of use of the Facility (including relying on the Alerts for my investment or business or any other purposes) for causes which are not attributable to / and are beyond the control of the Bank. The Bank shall not be held liable in any manner to me in connection with the use of the Facility. |
| 13.4.8 | I accept that each Alert may contain certain account information relating to me. I authorize the Bank to send account related information, though not specifically requested, if the Bank deems that the same is relevant. |
| 13.5 | **Withdrawal or Termination :** |
| 13.5.1 | The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time with a notice period of 30 days. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the facility. |
| 13.5.2 | Notwithstanding the terms laid down in clause 12.5.1 above, either I or the Bank may, for any reason whatsoever, terminate this facility at any time upon prior written notice. Liabilities incurred by me shall, however survive the termination of this facility. |
| 13.6 | **Fees :** |
| 13.6.1 | I shall be liable to pay to the Bank such fees as may be applicable from time to time. I shall be liable for payment of such airtime or other charges, which may be levied by the CSP in connection with the receiving of the Alerts, which may be levied by the CSP as per the Terms and Conditions of the CSP, and the Bank is in no way concerned with the same. |
| 13.6.2 | Unless otherwise expressly waived by the Bank, I shall pay the Bank, its standard fees and charges for the use of the facility. In this connection, the Bank is hereby authorised by me to debit any of my account with the Bank from time to time. |
| 13.7 | **Disclaimer :** |
| 13.7.1 | The Bank will not be liable for:   1. any unauthorised use of my account number or 2. mobile phone number /instrument or unauthorised access to e-mails received at my notified email address for any fraudulent, duplicate or erroneous instructions /Triggers given by use of the same 3. acting in good faith on any instructions/Triggers received by the Bank 4. delay or inability of the Bank to act on all or any of the instructions /Triggers for reasons beyond the control of the Bank 5. loss of any information/instructions /Alerts in transmission 6. unauthorized access by any other person or any information /instructions /Triggers given by me or breach of confidentiality. |
| 13.7.2 | The Bank shall not be concerned with any dispute that may arise between me and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert. |
| 13.7.3 | Incase of a cheque deposit, though the alert will be sent to me on deposit of the cheque into the account, I am aware that the clear funds will be available to me only on clearing of the cheque. I am made aware by the Bank that as per the process of clearing, the credits may be reversed or may not fructify, including due to late returns. I shall issue cheque or any debit instructions only after confirming the available balance in the account is sufficient for effecting the transaction. |
| 13.7.4 | The Alerts represent particular transaction and it is not an indicator of available credit balance in the account. |
| 13.8 | **Disclosure :** I accept that all information /Instructions /Triggers will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and its affiliates/agents). The Bank is authorised to provide any information or details relating to me or my account to the CSPs or any service providers so far as is necessary to give effect to any instructions/ Triggers. |
| 13.9 | **Liability and Indemnity :** I shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on my part and/or a third party provided there is no gross negligence on the part of the Bank. |