|  |  |
| --- | --- |
| 14.1 | Definitions and Interpretations: |
| 14.2 | "NetBanking Terms and Conditions" shall mean the Terms and Conditions as modified from time to time applicable to NetBanking offered by the Bank. |
| 14.3 | "Confidential Information" refers to information obtained by the Customer, through the Bank, for availing various Services through NetBanking. |
| 14.4 | "Payment Instruction" shall mean an instruction given by a Customer to transfer funds from the Account held by the Customer to different account(s) held by other approved Customers within the Bank or with any other Bank in India (select cities) and /or request to issue Demand Drafts (DD) in the name of the beneficiary who may or may not have an account with the Bank or to make payments of the nature of bill payments, Credit Card payments, Visa CardPay and such payments of similar nature. The Bank may in its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers. |
| 14.5 | **INTERNET** refers to the network of computers / mobile phones / other electronic devices which share and exchange information. The Internet is a worldwide broadcasting capability, mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers / mobile phones / other electronic devices capable of accessing the Internet without regard for geographic location. |
| 14.6 | **NETBANKING SERVICES** is the Bank's Service (including all modifications of such services) which provides access to account information, products and other services (Including transactions of non-financial and financial in nature) as advised by the Bank from time to time to the customers through the website of the Bank. NetBanking Services also include the services for Demat account, Credit Cards and loan on the website of the Bank . The terms NetBanking and NetBanking Services/facility may be interchangeably used. |
| 14.7 | **CUSTOMER** refers to any person who has a Bank Account and/or a Demat Account and/or a Credit Card account and/or a loan account who has been authorised by the Bank to avail of the said facility.  Customer Identification Number (Cust id) is a system generated but random Unique Identification Number that is given to each customer of the Bank.  IPIN is the Password that the customer needs to use along with the Cust id in order to do his NetBanking transactions. |
| 14.8 | **ACCOUNT** refers to the Customer's Savings and/or Current Account and/or Credit Card account and/or loan accounts and/or Fixed Deposit or Demat Account opened in NSDL or CDSL or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of NetBanking. |
| 14.9 | **PERSONAL INFORMATION** refers to the information about the customer obtained in connection with NetBanking/any other Banking relationship with the Bank. |
| 14.10 | **NETBANKING SERVICES** will be available to the customers upon opening of account with the bank without requiring completion of any formalities for activation of such service. The customer hereby agrees that the terms and conditions for net banking shall be applicable in addition to the applicable terms of account opening. |
| 14.11 | **SOFTWARE:** The Bank will advise from time to time the Internet Software such as Browsers, which are required for using NetBanking. There will be no obligation on the Bank to support all the versions of this Internet Software. I agree that I shall be responsible for upgrading my software, hardware and the operating system at my cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by me and that the same shall be my sole responsibility. |
| 14.12 | **NETBANKING SERVICE:** The Bank shall endeavor to provide through NetBanking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services that may be offered on each account and may differ from customer to customer. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions / deletions to the services offered through NetBanking at its sole discretion. The availability / non-availability of a particular service shall be advised through e-mail or SMS or website of the Bank or through written communication. All accounts opened with the Bank attached to the same Cust id will be accessible through NetBanking. In case of Joint accounts and accounts with two or more signatories, the Bank will offer such services as restricted by the Terms and Conditions governing the operation of such accounts. In case of Minor accounts, the natural guardian undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the Cust id and IPIN to the Minor. The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the NetBanking Service using technology reasonably available to the Bank. |
| 14.13 | **OTHER HOLDERS OF DEMAT ACCOUNT** refers to such holders other than the first named holder of the Demat Account. The NetBanking Services of the Bank for Demat Account is available to a customer who has a Demat Account and a Bank Account in his name (i.e. the first holder of the Demat Account and the Bank Account to be same). The Bank reserves its rights to consider any deviation to the above at it sole discretion. The Demat Account will be attached to the Cust id and will be accessible through NetBanking. Wherever the Demat Account is jointly held by the Customer, the Bank will construe that the other holders of the Demat Account have authorized the first holder to either query on the account or initiate transaction on the account and it will be binding on them.   Due to the fact that the Bank receives Demat Information from NSDL and CDSL , it is important to check the current position with your respective branch.   All information coming from NSDL / CDSL is provided on 'as is' basis without warranty of the kind. The Bank makes no representation and disclaims all express, implied and statutory warranties of any kind to the user and/or any third party including warranties as to accuracy, timeliness, completeness, merchantability or fitness of the information for any particular purpose. |
| 14.14 | **NETBANKING ACCESS:**   I understand that the Bank would allot me a Cust id and IPIN in the first instance.   I will be required to change the IPIN assigned by the Bank on accessing NetBanking for the first time and thereafter at certain intervals. As a safety measure, the Bank may ask me to change my IPIN on a compulsory basis.   I agree that in the absence of any specific request from me for personally collecting the IPIN, the IPIN shall be sent to me by courier at my risk and consequences to the address notified by me for correspondence.   In addition to Cust id and IPIN the Bank may, at its discretion, require me to adopt such other means of authentication including but not limited to digital certification and / or Smart Cards and/or Two Factor Authentication like Public or Private Keys / Risk Engine / Challenge Questions.   I agree that I shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the NetBanking Service.   I am aware that the transaction through NetBanking can be effected by concurrent use of Cust id and IPIN. |
| 14.15 | **IPIN :**   I understand and agree that I must:   Keep the IPIN totally confidential and not reveal the IPIN to any third party.   Choose an IPIN which shall be at least of 6 characters long or such minimum number as may be specified by the Bank from time to time and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as my name, address, telephone number, driver license etc. or easily guessable combination of letters and number;   Commit the IPIN to memory and not record them in a written or electronic form;   Not allow any unauthorized person have access to my computer or leave the computer unattended while accessing NetBanking;   I agree that in case I forget the IPIN, I can request for change of the IPIN. Such replacement shall not be construed / deemed as the commencement of a new contract. |
| 14.16 | **CHARGES:** I authorize the Bank to recover all charges related to NetBanking as determined by the Bank from time to time by debiting my account. The schedule of charges would be applicable as mentioned on the website. |
| 14.17 | **MAILING ADDRESS:** All correspondence / delivery by the Bank shall only be at the address and / or e-mail address as registered with the Bank. |
| 14.18 | **TRANSACTION PROCESSING:**   All the instructions for instantaneous transactions will be given effect to instantaneously unless and until some processing work or Maintenance activity is being done. In case the services are not available during the End of the Day processing then the transaction will get credit on the next day.   All the requests for non-instantaneous transactions such as Demand Draft Request, Fixed Deposit Opening etc received after 10pm will be carried out at the next working day on first in first out basis subject to availability of clear funds in the account authorised for debit . Similarly requests for on-line Financial transactions like Fund Transfer , Third Party Fund Transfer , Credit Card payments and other such payments received after 10pm will be carried out at the next working day on first in first out basis subject to availability of clear funds in the account authorised for debit . In case instructions for effecting any transactions are received on weekly offs/holidays/public holidays, they shall be effected on the immediately succeeding working day on the Terms and Conditions prevailing on that day.  I shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though I have forwarded the same electronically, i.e. by means of e-mails and short messaging services (SMS). In the event of any dispute on the actual communication made to the Bank , the records of the Bank shall be final and binding on me .   I hereby agree to abide by the following Terms and Conditions in addition to the Terms and Conditions as applicable to **NetBanking:**   I shall be at liberty to utilise the Payment Instruction Services through NetBanking for transfer of funds for such purpose, as I shall deem fit;   I have the full right and/or authority to access and avail of the services obtained and the goods purchased and I shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories. I shall not involve the Bank as a party to such transaction. I shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank herein.   I shall not at any time provide to any person, with any of my details held by me with the Bank, including Customer ID, IPIN, account number, Card details, PIN/TIM m-PIN which may be assigned to me by the Bank from time to time.  I agree that the Bank shall be entitled to presume that all instructions received by the Bank by using my Cust id and IPIN are in order / genuine and have been actually given by me and I shall be bound by the same conclusively. |
| 14.19 | **Risks:** I hereby acknowledge that I am availing the Payment Instruction Services at my own risk. |
| 14.20 | **Misuse of Cust id and IPIN:** I acknowledge that if any third person obtains access to my Cust id and IPIN, such third person would be able to provide Payment Instructions / other instructions to the Bank. I shall ensure that the Terms and Conditions applicable to the use of the Cust id and IPIN as contained herein are complied with at all times.   **Internet Frauds:** The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect Payment Instructions / other instructions to the Bank including result in delay or failure in processing the instructions. I shall separately evolve/ evaluate all risks arising out of the same and the Bank shall not be responsible for the same.  I understand that doing a NetBanking transaction at a Cybercafe/shared computer terminal is risky and I shall not use the services of a cybercafe/shared computer terminal to do any NetBanking transactions.   **Mistakes and Errors:**  The filling in of applicable data for transfer of funds and/or issue of Demand Drafts would require proper, accurate and complete details.   For instance, I am aware that:   I would be required to fill in the correct account number of the person to whom the funds are to be transferred;  I would be required to fill in the correct Credit Card number while making Credit Card payments;  I would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address, amount of the Demand Draft and the city/state where the Demand Draft is payable.   In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the Demand Draft maybe incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. I shall therefore take all care to ensure that there are no mistakes and errors and that the information given by me to the Bank in this regard is error free, accurate, proper and complete at all points of time. I indemnify the Bank from any loss due to an error on my part.   On the other hand in the event of my account receiving an incorrect credit by reason of a mistake committed by some other person, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without my consent. I shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by me as a result of the same.   **Transactions:**  The transactions, which may require, the transfer of the funds or issue of Demand Draft may not fructify or may not be completed by the parties to whom I request the Bank to transfer the funds or issue of Demand Draft. The Bank is not in any manner involved in the said transactions and contracts and my sole recourse in this regard shall be with the party with whom I have the transactions. The Bank is merely providing me services whereby the said funds would be transferred on my instructions.   **Technology Risks:**  The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, programme or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays in the processing of instructions or failure in the processing of instructions. I understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason. |
| 14.21 | **Limits:** I am aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred or amount of the Demand Draft that can be issued by virtue of the payment instructions given hereunder. I acknowledge that the same is to reduce the risks on me. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. I shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the concerned page or the website. |
| 14.22 | **Indemnity:** I shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of breach of any of the Terms and Conditions mentioned herein above. |
| 14.23 | The Bank's sole obligation and my sole and exclusive remedy in the event of interruption to the NetBanking services or loss of use and/or access to the Bank's website shall be to use all reasonable endeavour to restore the services and/or access as soon as reasonably possible. The Bank makes no express or implied warranty with respect to the NetBanking services provided hereunder including without limitations any warranties of uninterrupted/error-free performance of the NetBanking System, non-infringement of third party rights, title ,merchantability, satisfactory quality and/or fitness for a particular purpose. |
| 14.24 | **Liability:**   I shall not be liable for any unauthorized transactions occurring through the use of NetBanking, which can be attributed to the fraudulent or negligent conduct of the employees of the Bank.   If I comply with the Terms and Conditions and advise the Bank in writing under acknowledgment immediately after I suspect that my Cust id and IPIN is known to another person and/or notice an unauthorized transaction in my NetBanking account, I shall not be liable for losses arising out of the unauthorized transactions occurring in the NetBanking accounts after the receipt of such advice by the Bank.   I agree that I shall be liable for some or all loss from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following:   Keeping a written or electronic record of Cust id and IPIN;   Disclosing or failing to take all reasonable steps to prevent disclosure of the NetBanking IPIN to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time;   Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in my accounts. |
| 14.25 | **Secure Access:** |
| 14.25.1 | Secure Banking service (“said service”) is available for all the customers who are registered for NetBanking under the Third Party Transfer Module (TPT Module) only. |
| 14.25.2 | The following is the list of transactions that are being covered by the TPT Module.   * Transfer of funds to any other HDFC Bank account * Transfer of funds to any other Bank (under NEFT/ RTGS) * Transfer of funds using the Visa CardPay Module * Third Party Demand Draft   I agree that the Bank reserves the right to add / withdraw any of the above transactions under the TPT Module |
| 14.25.3 | I agree that the Bank reserves the right to withdraw TPT services in case of non usage from a customer over a period of time. I also understand that withdrawal / Cancellation of TPT service automatically cancels the Secure Banking Service. |
| 14.25.4 | I agree that the registration for the said Service is possible only through NetBanking and there are no other avenues for registration of the same. I can only register for this service by logging on to NetBanking with his login credentials. |
| 14.25.5 | I agree that the details entered at the time of registration is known only to me and no one else is privy to that data. I agree that I should not share this with anyone nor write it down. |
| 14.25.6 | **I understand that there could be instances beyond the control of the Bank and the on line registration process remains incomplete. In such cases, I have to restart the online registration and complete the same. The Bank shall not be liable for any claims, damages arising out of the incomplete online registration.** |
| 14.25.7 | I agree that it is my responsibility to ensure that the data that I enter at the time of registration is kept confidential. The Bank does not take any liability arising out of disclosure of this information at the customer end. |
| 14.25.8 | While this facility is currently free of cost, I agree that the Bank may at its discretion decide to charge for this service at a later date, and the said charges shall be communicated to me through appropriate mediums. |
| 14.25.9 | I agree that in case of wrong validation the Bank reserves the right to disable the Third Party Transfer facilities. In such case, I will have to once again apply for TPT facilities by filling up a form and submitting the same at a branch. |
| 14.25.10 | I understand that there are four parts to registration for Secure Banking Service which are mandatory   1. Selection of a Picture 2. Selection of a Message 3. Entering Answers to the questions asked |
| 14.25.11 | I understand that the registered telephone numbers with the Bank will not be replaced with any new numbers of the customers during the registration for Secure Access. Incase of change of the said registered numbers, the same can be done by submitting an application to any of HDFC Bank Branch for change of registered number. |
| 14.25.12 | I understand that the Bank may ask questions to its customer before the completion of a transaction as additional verification checks. I need to input the answers to those questions which I have given at the time of registration. I agree that, in case of wrong entry of the answers for the questions asked, the Bank may at its discretion dis-continue with the transaction. |
| 14.25.13 | Similarly, I agree that Bank may decide to call me in order to validate a transaction, in case I do not answer the call, the Bank shall at its discretion disallow that transaction. |
| 14.25.14 | I agree that in case of change of contact number/s, it is my responsibility to update the same to continue to avail the said Service and TPT. |
| 14.25.15 | I understand that the calls made to me will be in English language. |
| 14.25.16 | I understand that the Bank reserves the right to withdraw the said service by giving to me at least 30 days notice under normal circumstances. |
| 14.25.17 | I understand that the Bank may at its discretion form time to time introduce additional services under the Secure Banking umbrella to make NetBanking more secure. |
| 14.25.18 | I understand that the Bank may allow to clear the transactions even in case the Secure Banking services are not available and there would be no authentications for the same. The Bank makes it clear that this will be done only from view of customer convenience and Bank is not liable in case password has been compromised. It is recommended that I need to get my PCs/laptops scanned on a regular basis and to be updated with the latest anti virus software available and I agree that the Bank shall not be held responsible for any data loss or identity theft due to a malware on the PC used by the customer. |
| 14.25.19 | I understand that the Bank shall be bound to share the information provided by the customers if required by the Government bodies and Quasi Government bodies or judicial bodies based on authorized requests. |
| 14.25.20 | I understand that the Bank reserves the right at anytime, without prior notice to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part, the above offer by another offer whether similar to above or not, or to withdraw it altogether. |
| 14.25.21 | I understand that the method / process adopted for providing the said service is the Bank's prerogative and the same will not be shared with any third party or any customer. |
| 14.25.22 | I agree that the said service is aimed at providing transaction security for Third Party transactions done by me. I agree that the Site Picture and the Phrase is aimed at building customer confidence. |
| 14.25.23 | I agree that the Bank reserves the right to disable the customer’s TPT rights / Secure Banking Service for reasons other then those mentioned above. |
| 14.25.24 | I agree that the Bank is not responsible for, or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that a customer may suffer, sustain or incur. |
| 14.26 | **Proprietory Rights:** I acknowledge that the software and hardware underlying the NetBanking Service as well as other Internet related software which are required for accessing NetBanking are the legal property of the respective Vendors/Bank. The permission given by the Bank to access NetBanking will not convey any proprietary or ownership rights in the above software / hardware. I agree that I shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying NetBanking or create any derivative product based on the software / hardware. |
| 14.27 | **Termination of NetBanking Service:**   I may request for termination of the NetBanking Services any time by giving a written notice of at least 15 days to the Bank. I agree that I will remain responsible for any transactions made on my account(s) through NetBanking prior to the time of such cancellation of the NetBanking Service.   The closure of all my accounts will automatically terminate the NetBanking Service.   The Bank may suspend or terminate NetBanking Services either wholly or partially at any time by giving to me at least 30 days notice under normal circumstances. |
| 14.28 | **Notices:**  The Bank and I may give notices under these Terms and Conditions:   Electronically to the mailbox of either party. Such notices will be regarded as being in writing;   In writing by delivering them by hand or by sending them by post to the last address given by me and in the case of the Bank to the Corporate office address as set out hereinabove   In addition, the Bank may also publish notices of general nature, which are applicable to all customers of NetBanking on its web site. Such notices will have the same effect as a notice served individually to me. |
| 14.29 | **Merchant Payment via NetBanking** |
| 14.29.1 | I agree that I will initiate my transaction on any website only post satisfying the credibility of the merchant. |
| 14.29.2 | I agree that all merchant terms and conditions will be applicable on me for any purchase done or payment made to the merchant and  I will always agree to the same before placing any order with the merchant. |
| 14.29.3 | I understand that the Bank shall not be in any way responsible for merchandise, warranty or services purchased or availed  by myself from merchant establishments (such as website or application) including on account of delay, delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order(s) placed by myself.  I clearly understand that the netbanking facility is purely a facility provided to me by the Bank to purchase goods or avail  services and I understand that the Bank holds out no warranty or makes no representation about quality, quantity, delivery or otherwise howsoever regarding the goods or services, and any dispute must be resolved by me with the merchant establishment directly. |
| 14.29.4 | I understand that the Bank will not be responsible for any service/product related concerns as the Bank is only a payment facilitator. |
| 14.29.5 | In case, if the merchant  claims non-receipt of payment from Bank for a specific transaction, I agree to share such written communication of the merchant with the Bank. |
| 14.29.6 | In case, if the merchant is not responding to my queries related to specific transaction, I will ensure that while raising the complaint with the Bank I will submit relevant proof(s) (such as emails exchanges etc) to the Bank. |
| 14.29.7 | I understand that no grievance/complaint related to my transaction beyond 120 days will be entertained by the Bank. |
| 14.29.8 | I understand that for all payment transactions where status on merchant website is not clear and my bank account is debited successfully,  I will first check with the merchant on the status of my said transaction before initiating another/fresh transaction. |