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| 10.1 | **Definitions:** In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise: |
| 10.1.1 | Account(s) refers to the Customer's Savings Account and/or Current Account and/or Term Deposit Account and/ or Demat Account and/ or Personal Loan Account and/ or Automobile Loan Account and/ or Two Wheeler Loan Account and/ or Investment Account and/or any other type of account (each an “Account” and collectively “Accounts”, so maintained with HDFC Bank which are eligible Account(s) for operations through the use of PhoneBanking. The oldest live Savings Account or Current Account of the Customer shall be designated the Primary Account for purpose of PhoneBanking, and all other Savings or Current Account(s) (if any) of the Customer referred to as Secondary Account(s). |
| 10.1.2 | PhoneBanking/PhoneBanking Service refers to HDFC Bank‘s PhoneBanking service, pursuant to which HDFC Bank would provide information and facilitate transactions through telephone, e-mail or other systems to the Customer thereof, in relation inter alia to the Account(s) of such Customer, about products and services of HDFC Bank and other entities with whom HDFC Bank has entered into arrangements. |
| 10.1.3 | "TIN" (**T**elephone **I**dentification **N**umber) refers to a 4-digit number that is provided by HDFC Bank for accessing PhoneBanking Service.  "PIN" (**P**ersonal **I**dentification **N**umber) refers to a 4-digit number that is provided by HDFC Bank for accessing the ATM service using the associated ATM or Debit Card. |
| 10.1.4 | TERMS refer to Terms and Conditions for use of PhoneBanking as specified in this document. |
| 10.1.5 | "Cust Id" (**C**ustomer **I**dentification **N**umber) refers to a system generated but random Unique Identification Number provided to each Customer at the time of opening of the Savings or Current or Term Deposit Account. |
| 10.2 | **Applicability of TERMS :** These TERMS form the contract between the Customer and HDFC Bank. Each customer of HDFC Bank at locations where PhoneBanking Service is extended to customer(s) shall be eligible for PhoneBanking, based on eligibility norms as prescribed by HDFC Bank from time to time. HDFC Bank shall be entitled at its sole discretion to accept or reject any application received at locations where PhoneBanking Service is not available or for a customer who is not eligible as per HDFC Bank norms. |
| 10.2.1 | By applying for the PhoneBanking Service and accessing the service for the first time, I acknowledge and accept these TERMS. Notwithstanding anything contained herein, all Terms and Conditions stipulated by HDFC Bank in connection with the account(s) shall continue to apply. |
| 10.3 | **PhoneBanking Service:** HDFC Bank shall endeavour to provide to me through the PhoneBanking Service, various services including but not limited to enquiry of the balance in the account(s), request for account(s) Statement and /or Cheque Books, request for transfer of funds between the account(s) of the same customer and such other facilities as HDFC Bank may decide to provide from time to time. I accept that HDFC Bank reserves the right to decide the type of services that may be offered on each account and may differ for different categories of customers. The services through PhoneBanking shall be provided in a phased manner at the discretion of HDFC Bank. I am aware and accept that HDFC Bank reserves the right to revise, suspend in whole or in part any of the services provided through PhoneBanking, with notice of 30 days communicated to me on the Bank’s website and other acceptable modes of communication, and these shall be binding on me. |
| 10.4 | **Access to PhoneBanking Services :** |
| 10.4.1 | I am aware and accept that HDFC Bank has agreed to provide the PhoneBanking Service by giving instructions through the 24-hour Interactive Voice Response system and/or through a PhoneBanker. PhoneBanker assisted service timings are communicated and updated on HDFC Bank’s website and other acceptable modes of communication. |
| 10.4.2 | I am aware and accept that to avail the PhoneBanking Service, I am required to identify myself to the PhoneBanking system by successfully validating (a) the Customer Identification Number and the Telephone Identification Number (TIN) or (b) the Debit Card number and the associated Personal Identification Number (PIN)and/or successful verification as per the procedures as decided by HDFC Bank from time to time. The transactions done post the successful validation shall be binding on me and the relevant records of which will be admissible in the event of any dispute. |
| 10.4.3 | I am aware and accept that HDFC Bank has no means of verifying the identity of the person giving the telephone instructions in my name and any transaction made will be binding on me subject to the successful validation as detailed in Clause 9.4.2. |
| 10.4.4 | I am aware and accept that the PhoneBanking Services will be available to all the account holders of HDFC Bank and the operating instructions as applicable in the account(s) would be applicable to the PhoneBanking Services mutatis mutandis. |
| 10.4.5 | An account in the name of a Minor or an account, in which a Minor is a Joint account holder, is not eligible for PhoneBanking. I am aware and accept that in case of Minor account(s), where I as the Natural Guardian have a TIN (allotted to the Natural Guardian basis his own account relationship with HDFC Bank), I undertake to give all instructions relating to the operation of the account and further undertake not to reveal the Customer Identification Number and TIN to the Minor. |
| 10.5 | **Telephone Identification Number (TIN) :** |
| 10.5.1 | HDFC Bank will provide me a 4-digit TIN of which I will maintain secrecy and ensure that the same is kept confidential. The TIN may subsequently, be changed by me, at my own risk, by using the PhoneBanking IVR. I will not let any unauthorised person including any employee or representative of HDFC Bank, voluntarily, accidentally or by mistake, have access to the TIN. If I forget / lose / misplace the TIN or the TIN ceases to remain secret, I undertake to inform HDFC Bank immediately. |
| 10.5.2 | I am aware and accept that I may request for the issue of a new TIN through PhoneBanking or at any HDFC Bank branch or have the TIN re-generated online through PhoneBanking, as per the required process. A new TIN will be issued to me after the necessary authentication procedures are carried out. I am aware and accept that issuance of a new TIN shall not be construed as the commencement of a new contract. |
| 10.5.3 | I acknowledge and accept that the despatch and delivery norms of the TIN would be as detailed in Clause 1.13 |
| 10.6 | **Charges :** I acknowledge and accept that the applicable charges would be as detailed in Clause 1.9. |
| 10.7 | **Financial Transactions :** I understand that the facility of financial transactions will be provided in accordance with the procedures as decided by HDFC Bank from time to time and subject to successful validation of my bonafides’. I understand that HDFC Bank will endeavour to effect such transactions received through PhoneBanking Service subject to sufficient balance available in my Bank account. |
| 10.8 | **Limits :** I am aware and accept that HDFC Bank may from time to time impose maximum and minimum limits on Financial Transactions given to the customer hereunder. I acknowledge and accept and agree that the same is to reduce the risks on me. For instance, HDFC Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. I understand and agree that I shall be bound by such limits. |
| 10.9 | **Authority to HDFC Bank :** I understand and accept that the read-out or the faxed /email output, if any, that is received by me at the time of operation of PhoneBanking is a record of the operation of the telephonic access by me. I understand that all the records of HDFC Bank generated by the transactions arising out of the use of the PhoneBanking Service, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction, and admissible evidence in case of any dispute. The authority to tape or record the transaction over telephone is hereby expressly granted by me to HDFC Bank. |
| 10.10 | **Liability on Hotlisting of ATM / Debit / Pre-paid Cards :** I am aware and accept that to protect my interest, the facility of reporting Loss of ATM / Debit / Prepaid Cards is available 24 hours and HDFC Bank will carry out the request for Hotlisting of my ATM / Debit / Prepaid Card, the request for which may be received from me or any other person acting on my behalf or the ‘finder’ of the said Card who may not be related to or authorised by me. I accept that HDFC Bank will not be liable for any losses or damages on account of my not being able to use the Hotlisted Card to carry out any transactions. |
| 10.11 | **Changes in Terms & Conditions :** I understand and accept HDFC Bank has the absolute discretion to amend or supplement any of the TERMS at any time and will give prior notice of 30 days for such changes. Changed Terms and Conditions for the new services introduced shall be communicated to me on the Bank’s website and by other acceptable modes of communication. By using the services, I shall be deemed to have accepted the changed Terms and Conditions. |
| 10.12 | **Termination of PhoneBanking Services:** I agree to give HDFC Bank 7 days notice in writing and obtain a receipt thereof in order to terminate the PhoneBanking services availed of by me. I understand that in event the PhoneBanking facility is used by all or any Joint account holders, the termination notice shall be given by all the Joint account holders. I accept that the termination shall take effect on the completion of the seventh day, and I will remain responsible for any transactions made through the PhoneBanking Service until the time of such termination. I accept that HDFC Bank may suspend or terminate PhoneBanking facilities without prior notice if I have breached these Terms and Conditions or HDFC Bank learns of my death, bankruptcy or lack of legal capacity. |
| 10.13 | **Notices :** I understand that Notices under these TERMS may be given by HDFC Bank and me 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 HDFC Bank to its Corporate Office address as set out herein above. In addition, HDFC Bank may also publish notices of general nature, which are applicable to all customer(s) of PhoneBanking in a newspaper or on its website. Such notices will have the same effect as a notice served individually to me. I understand and accept that Notice and instructions will be deemed served 30 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile. |
| 10.14 | **Governing Law :** I understand that these Terms and Conditions and/or the operations in my account(s) maintained by HDFC Bank and/or the use of the services provided through PhoneBanking shall be governed by the laws of the Republic of India and no other nation. I and HDFC Bank agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. I understand that HDFC Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. I accept that the mere fact that the PhoneBanking Service can be accessed by me 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 my PhoneBanking Account(s) and/or the use of PhoneBanking. |
| 10.15 | **Applicability to Future Accounts:** I agree that if I open further account(s) with / subscribe to any of the products/services of HDFC Bank, and HDFC Bank extends the PhoneBanking Service to such account(s) or products or services and I opt for use thereof, then these TERMS shall automatically apply to such further use of the PhoneBanking by me. |
| 10.16 | **General :** |
| 10.16.1 | I understand that the clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. |
| 10.16.2 | I am aware and accept that HDFC Bank may sub-contract and employ agents to carry out any of its obligations under this contract. I accept that HDFC Bank may transfer or assign its rights and obligations under this contract to any other entity. |
| 10.16.3 | I am aware and accept that the PhoneBanking Service would operate during timings specified by HDFC Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. |
| 10.16.4 | I accept that I would have to ensure that the telephone I use meets the criteria. I am aware that the service is available only in certain cities, and all costs incurred by me including tele-communication costs to use PhoneBanking would be borne by me. |