

## Terms and Conditions for Tokenisation of Cards

### 1. Definitions

Unless there is anything in the subject or context inconsistent therewith, the capitalised terms listed below shall have the following meanings:

“**Bank**” shall mean HDFC Bank Limited;

“**Cardmember**” shall mean the person to whom the Bank has issued a Debit Card and/or a Credit Card;

“**Cardmember Agreement**” shall mean the cardmember agreement setting out the terms and conditions applicable to the Credit Card;

“**Credit Card**” shall mean a credit card issued by the Bank to a Cardmember;

“**Debit Card**” shall mean a debit card issued by the Bank to a Cardmember;

“**Debit Card Ts and Cs**” shall mean the terms and conditions of the Bank applicable to the Debit Card;

“**Identified Device**” shall mean a mobile phone, tablet or such other devices as may be permitted by the Bank with which the Tokenised Card is registered;

“**MITC**” shall mean the most important terms and conditions applicable to the Credit Card;

“**Token Requestor**” shall mean the entity that owns and operates the Token Requestor Application;

“**Token Requestor Application(s)**” shall mean the mobile application(s) through which a request can be initiated for Tokenisation of the Debit Card and/or the Credit Card;

“**Tokenisation**” shall mean the replacement of actual card details with an unique alternate code called the “token”, which shall be unique for a combination of card, token requestor and the Identified Device;

“**Tokenised Card**” shall mean the digital version of the Debit Card and/ or the Credit Card stored in the Token Requestor Application on the Identified Device of the relevant Cardmember pursuant to Tokenisation;

“**Tokenised Card Transaction**” shall mean the transaction effected by using the Tokenised Card for making payment to any other person.

Capitalised terms used herein, but not defined, shall: (a) in the context of the Credit Card, have the meaning assigned to such term in the Cardmember Agreement and the MITC; (b) in the context of the Debit Card, have the meaning assigned to such term in the Debit Card Ts and Cs.

### 2. Tokenisation of Cards

2.1. The Cardmember hereby acknowledges and agrees that:

- (a) The Cardmember may initiate a request to the card networks for Tokenisation of the Debit Card and/ or the Credit Card through any of the Token Requestor Applications in accordance with the applicable law including, without limitation, the circulars and notifications issued by the Reserve Bank of India in relation to tokenisation of cards, from time to time.

- (b) The Cardmember may initiate Tokenisation of the Debit Card and/ or the Credit Card and store the same digitally (i.e. Tokenised Card) in the Token Requestor Application for making payments through the Identified Device of the Cardmember only if the Debit Card and/ or the Credit Card is eligible for Tokenisation as per the policies of the Bank, as amended or modified from time to time.
- (c) The Bank may, in its sole discretion, allow or deny Tokenisation of the Debit Card and/ or the Credit Card on any of the Token Requestor Application and such decision of the Bank shall be final and binding on the Cardmember.
- (d) The Debit Card and/ or the Credit Card and the Tokenised Card constitute one card with same card account and all terms and conditions applicable to the Debit Card and/ or the Credit Card including, without limitation, the Cardmember Agreement and the MITCs shall *mutatis mutandis* apply to the Tokenised Card including, without limitation, the credit limits available in respect of the Debit Card and/ or the Credit Card.
- (e) The use of the Tokenised Cards shall be subject to certain transaction limits (whether in value or number of transaction) imposed, from time to time, by the Bank in terms of the applicable law or its internal policies and procedure, at its sole discretion.
- (f) The Cardmember shall provide all the requisite consents required by the Token Requestor on the Token Requestor Application for sharing of any information with any person (including, without limitation, the Bank) of the Cardmember and/ or the Tokenised Card for all purposes relevant to the Tokenisation and/ or in respect of the Tokenised Card Transactions.

### **3. Loss/ Theft of Identified Device and/or Misuse of Tokenised Card**

- 3.1. The Cardmember must immediately notify the Bank through the 24-hour call centre if the Identified Device is misplaced, damaged, lost or stolen or if the Cardmember suspects that the Tokenised Card is being used without the Cardmember's permission and the process set out in the Cardmember Agreement and the MITCs (in respect of the Credit Card)/ the Debit Card Ts and Cs (in respect of the Debit Card) for loss/ theft/ misuse of the Tokenised Card shall *mutatis mutandis* apply in this regard. In the event that the Tokenised Card is hotlisted due to card damage, loss or theft and such Tokenised Card is blocked as per the extant process in the Cardmember Agreement and the MITCs (in respect of the Credit Card)/ the Debit Card Ts and Cs (in respect of the Debit Card), the token generated with respect to the Tokenised Card shall also be blocked automatically. Once an Identified Device is reported lost, the Tokenised Card thereon should not, under any circumstance be used if the Identified Device is found by the Cardmember subsequently.
- 3.2. The Bank shall not be liable or responsible for any transaction incurred on the card account using the Tokenised Card prior to time of reporting of the loss of the Identified Device and the Cardmember will be wholly liable for the same.
- 3.3. The Cardmember shall be solely liable for all losses in case of misuse of the Tokenised Card by someone who obtained access to the Identified Device/ Tokenised Card with the consent of the Cardmember.

#### **4. Cardmember's Confirmations and Undertakings**

- 4.1. The Cardmember shall take appropriate security measures in relation to the Identified Devices and the Tokenised Card including, without limitation, the following measures:
  - (a) Ensuring that no person has unauthorised access to the Identified Device/ Tokenised Card;
  - (b) Safeguarding the Identified Device and the Token Requestor Application and keep them under the personal control of the Cardmember at all times;
  - (c) Ensuring that the password and/ or the credentials utilised to access the Identified Device and/ or the Token Requestor Application are not shared or disclosed to any other person.
- 4.2. All the rules, regulations, criteria, terms of usage, charges and other items mentioned in Cardmember Agreement, MITC and the Debit Card Ts and Cs shall be applicable and binding on the Cardmember.
- 4.3. The Cardmember shall be fully and solely responsible for any disclosure of the details of the Debit Card/ Credit Card/ Tokenised Card details, password/ security credentials to access the Identified Device/ Token Requestor Application, personal identification number or other security details relating to the Identified Device/ Tokenised Card, even if such disclosure is accidental or unauthorised. The Cardmember shall be solely responsible for all risks and consequences of the Tokenised Card being used by unauthorised persons or for unauthorised purposes, if any.
- 4.4. The Cardmember acknowledges and agrees that the Bank shall not be responsible if any person including, without limitation, any merchant/ retailer/ platform/ website refuses to accept the Tokenised Card of the Cardmember.
- 4.5. The Cardmember hereby agrees that the Cardmember is aware of the various risks (including, without limitation, fraudulent usage of Tokenised Card and loss of the Identified Device) associated with Tokenisation of the Debit Card and/ or the Credit Card and usage of the Tokenised Card. The Cardmember hereby agrees and undertakes to assume and bear all the risks involved in respect of Tokenised Card and usage of the same and the Bank shall not be responsible in any manner for the same and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom or in connection therewith.

#### **5. Closure of the Tokenised Card**

- 5.1. The Cardmember shall follow the instructions of/ terms and conditions agreed with the Token Requestor to suspend/ stop/ delete/ terminate/close the Tokenised Card and not use the features thereof any longer. The Cardmember hereby acknowledges and agrees that the termination of the Tokenised Card will not terminate, suspend, close or in any other manner affect the Debit Card and/ or the Credit Card in plastic/ physical card/ digital form or any payment or other obligations arising therefrom.

- 5.2. The Bank shall also have the right to suspend, restrict or terminate the Tokenised Card, at any time without providing any reasons in relation to the same.
- 5.3. Upon termination of the Cardmember Agreement or suspension or termination of the Credit Card, the Cardmember shall not be entitled to use the Tokenised Card in respect of such Credit Card as well and the Cardmember shall immediately remove such Tokenised Card from the Token Requestor Application/ Identified Device. The Cardmember shall be solely responsible for all Tokenised Card Transactions in respect of such Credit Card, whether or not authorised by it, unless and until the Cardmember removes such Tokenised Card from the Token Requestor Application/ Identified Device.
- 5.4. Upon termination of the Debit Card Ts and Cs or suspension or termination of the Debit Card, the Cardmember shall not be entitled to use the Tokenised Card in respect of such Debit Card as well and the Cardmember shall immediately remove such Tokenised Card from the Token Requestor Application/ Identified Device. The Cardmember shall be solely responsible for all Tokenised Card Transactions in respect of such Debit Card, whether or not authorised by it, unless and until the Cardmember removes such Tokenised Card from the Token Requestor Application/ Identified Device.