

**HDFC BANK CORPORATE CREDIT
CARD CARDMEMBER AGREEMENT****IMPORTANT**

Before you use the enclosed HDFC Bank International Credit Card, please read these Terms and Conditions thoroughly. If you keep or use the HDFC Bank International Credit Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the Credit Card. If you do not wish to accept these Terms and Conditions, please cut the HDFC Bank International Credit Card in half and return the pieces to us along with a letter for closure immediately. In the event of the card being despatched to you on the basis of your application on any electronic media (internet/email), or through telephone, it is expressly understood that the moment you sign on the reverse of your card or start using it, you will be deemed to have accepted the Terms and Conditions set out in this Agreement.

CARDMEMBER AGREEMENT

'Applicant' means: (1) any person who has signed the Credit Card application form which is acceptable by HDFC Bank Limited; and (2) any individual who has signed or used the card.

'Primary Member' or 'Primary Cardmember' or 'Member' shall mean and include applicant and/or authorised Cardmember.

Use of the terms 'you', 'your', 'him', 'he', 'his', 'she', 'her' or similar pronouns shall, where the context so admits mean the 'Member/Cardmember'.

'Floater Model' shall mean a scheme under which the usage of all the Corporate Cards issued to the Cardmembers shall, in addition to availability of the individual limit applicable to that Corporate Card, be subject to availability of the Corporate Limit;

'Card Account' means the account opened and maintained by the Bank for the purpose of use of the HDFC Bank International Credit Card as per the Terms and Conditions contained herein.

'Corporate' means the employer of the Cardmember, on whose recommendation and designation the Corporate Card, is offered to the Cardmember.

'Corporate Limit' shall mean the aggregate limit assigned to the Corporate by the Bank, upto which limit the Bank shall extend credit lines to holders of the Corporate Cards.

'Corporate Card' means all Credit Cards issued to eligible Applicants, being employees of a Corporate, whose names have been designated and recommended by the Corporate for issuance of the Credit Card, either on a Sole Liability Basis, J&S Liability Basis or Limited Liability Basis, which basis shall be determined at the time of issuance of the relevant Corporate Card.

'Person' means any individual, corporation, firm, company, institution or other natural or legal person whatsoever.

'Merchant Partner' or 'Merchant Establishment' shall mean any establishment, company, firm or person, wherever located, which is designated as a VISA/ MasterCard/Other Franchise merchant and/or with whom there is an arrangement for a Cardmember to obtain goods and services or cash advance by use of the card and shall include among others, stores, shops, restaurants, hotels, airline organisations and mail order advertisers (whether retailers, distributors or manufacturers), including mail order outlets (whether wholesalers, retailers, distributors or manufacturers), advertised as honouring the HDFC Bank International Credit Card.

'HDFC Bank' or 'Bank' shall mean HDFC Bank Limited, the proprietors of the Credit Card, specifically, the Credit Card Division located at Chennai and its Regional Offices all over India.

Use of the terms 'we', 'our', 'us' or similar pronouns shall, where the context so admit, mean 'HDFC Bank'.

'Statement' means a monthly Statement of Account sent by the Bank to a Cardmember setting out the financial liabilities on the date, to the Bank in respect to the Card Account.

'Transaction' means any instruction given by the individual using a card directly or indirectly to the Bank to effect action on the card (examples of 'transactions' instructions could be a sale slip/chargeslip or cash advance slip or mail order coupon).

'International Transactions' mean the transactions entered into by the Cardmember on his internationally valid Credit Card outside of India, Nepal and Bhutan.

'Authorised Dealer' (AD) of foreign exchange shall be as defined by Section 2(b) of the Foreign Exchange Management Act, 1999 and includes the Authorised Dealers recommended by the Bank.

'Overdue Amount' is the amount outstanding (if any) from the Cardmember's previous Statement. Overdue amount is included in the Opening Balance of the Statement of Account and the Overdue section in the Statement. Overdue Amount shown on the Statement is also included in the Minimum Amount Due and is payable immediately.

'PIN' means Personal Identification Number used for accessing the nominated Account through an Automated Teller Machine (ATM) or Cash dispenser or Electronic Terminal or any other banking Channel as determined by the Bank from time to time.

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'International Card' means a card that is valid for use in India as well as anywhere in the world. Foreign Exchange transactions are not permitted by Reserve Bank of India in Nepal and Bhutan.

'Nominated Account' includes the Credit Card Account or any other HDFC Bank Account nominated in writing by the Cardmember and approved by the Bank to be accessed by the Cardmember's Credit Card and PIN, through an Electronic Banking Terminal.

'Electronic Terminal' or 'Electronic Data Capture Terminal' means any terminal or device in which a 'Credit Card' or Credit Card and PIN can be used, which is authorised by HDFC Bank for such use, as described in these Terms and Conditions.

'Credit Card' or 'HDFC Bank Card' or 'HDFC Bank International Credit Card' shall mean a Credit Card issued to its members by HDFC Bank with its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India ('the Bank') on the following Terms and Conditions.

'J&S Liability Basis' shall mean that the Corporate and the Cardmembers shall be jointly and severally liable to the Bank for any and all amounts that become payable in respect of the relevant Corporate Cards.

'Sole Liability Basis' shall mean that the Corporate or the Cardmember (as the case may be) shall be solely liable to the Bank for any and all amounts that become payable in respect of the relevant Corporate Card.

'Limited Liability Basis' shall mean that the Corporate shall be solely liable to the Bank in respect of any and all amounts which may become payable in respect of or in relation to the Official Expenses incurred on the Corporate Card and the Cardmember shall be solely liable in respect of any and all amounts which may become payable in respect of or in relation to the Personal Expenses incurred on the Corporate Card (irrespective of the manner or nature of the transaction effected thereon or whether the transaction was for an authorised purpose or not). In case the Bank is not provided with a statement classifying the amounts payable as Official Expenses and Personal Expenses by the Corporate, then all such amounts due to the Bank shall be on a J&S Liability Basis.

DISCLOSURE OF THE INFORMATION

- 1 When requested by the Bank, the Cardmember shall provide any information, records or certificates relating to any matters that the Bank deems necessary. The Cardmember will also authorise the Bank, to verify the information furnished by whatever means or from whichever source the Bank deems necessary. If the data is not provided or incorrect data is provided, the Bank, at its discretion, may refuse renewal of the card or cancel the card forthwith and demand payment of all outstanding on the Card Account immediately.
- 2 The Cardmember expressly recognises and accepts that the Bank shall be absolutely entitled and have full power and authority to sell, transfer or assign any or all outstanding dues on his/her Card Account to any Third Party of the Bank's choice and written intimation by the Bank to the Cardmember of any such action shall bind the Cardmember to accept any such Third Party as the creditor and to pay over such outstanding and dues to the Third Party relieving the Cardmember of any such obligation to the Bank. Any costs in this regard shall be debited to the Cardmember's Card Account.
- 3 If the Minimum Amount Due payable by the Cardmember does not get paid, his/her name may be liable for inclusion in the defaulters databases to be shared with other lenders and credit rating agencies. The right to do so lies with the Bank.
- 4 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 or the Reserve Bank of India.
- 5 The existence of this Account and details of any default that may occur may be recorded with a credit reference agency and may be shared with other lenders and/or Credit Card issuing entities for the purposes of assessing further applications for credit by the Cardmember or other members of his/her household and for occasional debt tracing and fraud prevention.
- 6 The Cardmember also agrees that the Bank may also disclose, in strict confidence, to other institutions such personal information that may be reasonably necessary for reasons inclusive of but not limited to the following:
 - participating in any telecommunication or electronic clearing network;
 - in compliance with a legal directive.
- 7 The Cardmember hereby authorises the Bank to disclose, share, transfer, part with from time to time (including permitting of such disclosure by the card association concerned) without notice to the Cardmember, any or all of the information or data, other documents submitted/ executed by the Cardmember and/ or any other information or data relating to the Cardmember and the Cardmember's usage of the Corporate Card now or hereafter (including, without limitation, the Cardmember's use of the LoungeKey Program or the Boingo Wi-Fi Services). The Cardmember hereby waives the privilege of privacy.

CREDIT LIMIT

The Card Carrier known as welcome letter enclosing the Credit Card will show the initial Credit Limit applicable to the Cardmember's Account. The Credit Limit will also be shown on monthly Statement together with the amount of Available Credit at the Statement closing date.

The Credit Limit should be the maximum amount that can be outstanding and owing to the Bank, on the Card Account at any point of time. The Bank reserves the right to increase or decrease the limit from time to time. The Bank may also establish separate limits for Cash and Non-Cash Transactions (within the overall Credit Limit of the Card Account). The Total Outstanding Balance must not exceed the Credit Limit. Any amount in excess of the limit must be paid immediately

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and will attract fees and service charges as applicable from time to time. regard shall be final and binding on the customers.

The Cardmember will not be entitled to interest on credit balances on the Card Account and the same will also not be included in the Available Credit Limit on the Card Account. With a view to ensure that the Credit Card is being used as per the regulatory guidelines, Terms and Conditions and applicable policies of the Bank, Bank shall have a right to run periodic checks on the Credit Card usage to identify whether there is excessive utilization of credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive utilization at few select merchants, possible collusion with merchant and/or, over-use/ misuse of features/ offers/ programs towards accumulation of undue reward points/ cash back / other benefits amongst others. Based on the usage patterns, if any of these is suspected by the Bank, Bank may take restrictive action on the Credit Card. Such action can be with immediate effect and may include but not be limited to withdrawal of features/ benefits as well as complete termination of the Credit Card. If any such action is taken by the Bank onus will be on customer to provide satisfactory proof of bona fide usage to reinstate the Credit Card and attached features/ benefits as may be deemed fit by the Bank. Bank's decision in this regard shall be final and binding on the customers.

Credit Limit on any Card Account may be reviewed as per Bank Policies specified from time to time and the Bank reserves the right to revise (increase or decrease) and/or unconditionally cancel the limit assigned on a card without any prior notice to the Cardmember.

AVAILABLE CREDIT

The Available Credit on the Cardmember's Card Account will be equivalent to the unutilised value of the Credit Limit at any point of time, after taking into account the balance outstanding and any transactions already implemented by Cardmember with any Merchant but not received by the Bank for processing as on that date. Where separate Cash and Non-Cash Transaction Limits have been established, the available credit will be split accordingly. The Cardmember undertakes to ensure that transactions will be incurred on the Card Account in such a manner that the Cardmember is always within the Available Credit Limit (Cash and Non-Cash where applicable) on the Card Account. Bank reserves the right to exercise its sole discretion to honour transactions above the assigned Credit Limit (Credit Limit up to which customer can revolve) on a case-to-case basis taking Cardmember's spend and payment pattern(s) into consideration. In case the Bank is not able to reach the Cardmember for the fulfilment of any service request, it will contact the alternate contact person (as per the details provided by the Cardmember to the Bank at the time of application/acceptance). The Bank at its discretion may take service requests from the aforesaid alternate contact person on behalf of the Cardmember and may share the Card Account information (transaction, outstanding balance, payment details etc.) with such alternate contact person post verifying his/her identity in order to ensure that the Cardmember enjoys uninterrupted services. The Cardmember authorises the Bank to deal with the alternate contact person and acknowledges that the Bank will not be in breach of secrecy obligations by disclosing Card Account information to such alternate contact person.

Exceeding the limit on the Card Account will be considered a breach of Terms and Conditions and the Bank will have the discretion to cancel the Account without any prior notice.

CO-BRAND/AFFINITY/PARTNER SCHEMES

The partnership Agreement between HDFC Bank and the associated Co-brand/Affinity/Associated partner shall be conclusive and binding on a Cardmember and nothing contained in the scheme(s) shall be construed as HDFC Bank having waived any of its rights under the Cardmember Agreement or prejudicing any rights of HDFC Bank thereunder.

Nothing contained in the specific scheme shall be construed as binding obligation on HDFC Bank or any participating Co-brand/Affinity/Associated partner to continue the scheme after the scheme termination date or to substitute the scheme by a new or similar scheme.

The Schemes are special facilities made available by HDFC Bank and HDFC Bank expressly reserves the right to add to and/or alter, modify, change or vary all or any of the Terms and Conditions or to replace wholly or in part, the relevant scheme(s) by another scheme(s) or to withdraw it altogether, from time to time with due intimation to the Cardmember. Changed Terms and Conditions shall be communicated through the Bank's website and by other acceptable modes of communication.

DISPUTES UNDER CO-BRAND/AFFINITY/ASSOCIATED PARTNER SCHEMES

All disputes arising from associated transactions on such schemes will be resolved by HDFC Bank on a best effort basis. HDFC Bank makes no representation on the service or the billing and any dispute or claim must be resolved by the Cardmember with the service provider directly. The existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute of claim whatsoever.

STANDING INSTRUCTIONS UNDER CO-BRAND/AFFINITY/ASSOCIATED PARTNER SCHEMES

HDFC Bank reserves the right to approve standing instructions for Co-brand/Affinity/Associated partner related services and payments. Cardmembers opting for this facility do not automatically qualify for the same. The Cardmember expressly agrees to communicate to the concerned authorities/HDFC Bank the new Credit Card Number as and when issued for any amendment/cancellation of the standing instructions and HDFC Bank is not responsible for any delay in this account which may cause the service provider to disconnect the service/charge any penal charge for the same. HDFC Bank reserves the right to revoke/stop this facility to any Cardmember with due intimation through the Bank's website and by other acceptable modes of communication, if the Bank believes that the continued use of this facility is not in the interest of the Bank.

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CORPORATE CARD

HDFC Bank, as and when applicable may issue a Corporate Card in the name of the individual and/or company and/ or firm, and/or governmental entity and/or agency vide a Corporate Agreement as appropriate from time to time. The Corporate Agreement between HDFC Bank and the corporate shall be conclusive and binding on a Cardmember and nothing contained in the Corporate Agreement(s) shall be construed as HDFC Bank having waived any of its rights under the Cardmember Agreement or prejudicing any rights of HDFC Bank thereunder.

The Cardmember hereby understands, acknowledges and agrees that the Corporate Card is issued to the Cardmember by HDFC Bank on the recommendation of the Corporate and the Corporate Card has such features and benefits as may be recommended/ agreed to by the Corporate, which features and benefits may be amended/ modified from time to time.

The Cardmember hereby acknowledges and agrees that the Cardmember shall keep itself informed about the liability of the Cardmember with respect to the Corporate Card and whether the Corporate Card has been issued on a Sole Liability Basis, J&S Liability Basis or Limited Liability Basis and it shall be the responsibility of the Corporate to inform/ keep updated the Cardmember of the terms and conditions applicable to the Corporate Card issued to the Cardmember including, without limitation, the role, responsibility and liability of the Cardmember with respect to such Corporate Card.

Further, the Cardmember hereby acknowledges and agrees that the usage of the Corporate Card shall be strictly in accordance with applicable law including, without limitation, the extant foreign exchange management laws applicable from time to time, which the Cardmembers undertakes as the Cardmember's responsibility to be updated of.

Nothing contained in the specific Corporate Agreement shall be construed as binding obligation on HDFC Bank to continue the Corporate Agreement after the Corporate Agreement termination date or to substitute the Corporate Agreement by a new or similar Corporate Agreement.

CORPORATE CARD ON FLOATER MODEL

In the event that the Floater Model has been enabled, the Cardmember agrees and acknowledges that the Bank shall authorise a card transaction effected by use of a Corporate Card only if:

- (a) the unutilised portion of the individual limit assigned to such Corporate Card is equal to or higher than the amount of such card transaction; and
- (b) the unutilised portion of the Corporate Limit assigned to the Corporate is equal to or higher than the amount of such card transaction and accordingly notwithstanding anything contained herein or elsewhere the Credit Limit and Available Credit Limit applicable to a Corporate Card shall not be available to the extent that the Corporate Level limit then available is insufficient.

The Cardmember hereby agrees and undertakes that the Cardmember shall not be entitled to raise any claims or disputes against HDFC Bank for its refusal to authorise any card transaction, the value of which is within the Available Credit Limit, due to non-availability or insufficiency of the Corporate Limit.

USE OF EXTERNAL AGENCIES

By use of the card the Cardmember accepts the Terms and Conditions of use as enumerated in this booklet and hereby authorises the Bank to appoint authorised representatives to collect amounts payable to the Bank, as the Bank may consider necessary. In the due discharge of their duty, information regarding Cardmember's credit facility will be provided to the authorised representatives. Further, the Bank will not be responsible for any consequences arising out of the acts or omissions of such representatives.

All charges payable to such authorised representatives, to collect amounts owed to the Bank will be at Cardmember's cost and risk, in addition to all costs, charges and expenses incurred by the Bank to recover outstanding dues/monies.

The Cardmember agrees that HDFC Bank may utilise various modes of communication including but not restricted to telephones, letters, messaging services, email, SMS and may also engage third parties for purposes such as marketing of services, proper operation of Credit Card Accounts and other administrative services.

ACCEPTANCE

The Cardmember must note that the card will be honoured only when it carries the signature of the Primary Cardmember, as applicable. The card will normally be honoured by Merchant Establishments displaying the MasterCard (as applicable) symbol. Card promotional material or MasterCard (as applicable) symbols displayed on any premises are not a warranty that all goods and services available at those premises can be purchased on the card.

The Bank is not responsible or liable for refusal by any Merchant to accept the card for any reason whatsoever. However, any Merchant/Bank refusal may be reported to the Bank, detailing the name of location, date and time of the transaction and other details that will assist the Bank in any investigations it may decide at its discretion to conduct.

USAGE OF INTERNATIONAL CARD

Cardmember to notify the bank in advance of his/her international travel and enable international limits appropriately for convenience during travel.

- 1 The Bank shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on the Bank becoming aware of the Cardmember exceeding his entitlements.
- 2 Utilisation of card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India

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(RBI). In the event of Cardmember's failure to comply with the same, Cardmember is liable for action under the Foreign Exchange Management Act, 1999 and/or such other regulation as may be issued by RBI/Statutory bodies from time to time and may be debarred from holding the Bank's Card valid worldwide, either at the instance of the Bank, any statutory bodies or the RBI. The Cardmember shall indemnify and hold the Bank harmless from and against any and all consequences arising from the Primary/Additional Cardmember not complying with the Exchange Control Regulations of the RBI or such other guidelines.

- Card usage is bound by the laws, rules and regulations specified by Reserve Bank of India from time to time. If the Cardmember is emigrating and/or proceeding abroad on permanent employment or intending to become a Non-Resident Indian (NRI) i.e., likely to reside abroad for more than 183 days in a calendar year, the Cardmember must settle all billed and unbilled card dues after checking the same with the Bank, before emigrating/proceeding abroad for permanent employment or becoming an NRI. The Cardmember must invalidate the card by destroying it and inform the Bank of the same in writing. In such cases, the Cardmember will not under any circumstances use the card for drawing foreign exchange.

The card may be used by all Cardmember going abroad for bona fide Business expenses, corporate cards are meant for business usage only, provided, the total exchange drawn during the trip abroad does not exceed the applicable entitlement to foreign exchange of the Cardmember as specified under the prevailing Foreign Exchange Regulations.

Import of goods so purchased abroad into India would be governed by the provisions of applicable laws and regulations including Baggage Rules/EXIM Policy in force from time to time.

The Cardmember may, if he/she so desires, draw foreign exchange against the card in the form of foreign currency notes/travellers' cheques to the extent of his or her applicable entitlement thereto from an authorised dealer/full fledged money-changer. Sale of such foreign currency notes/travellers' cheques out of entitlement would be governed by the extent of the laws and regulations and would be subject to the applicable ceilings. Exchange sold in the form of foreign currency notes/travellers' cheques should be endorsed on the passport.

A Cardmember is personally responsible to have his or her passport endorsed for availing foreign exchange under the Basic Travel Quota/Business Travel and may contact our 24-Hour Customer Call centre for any assistance he/she may require in this regard.

Cards cannot be used for effecting non permitted remittances under the extant regulations including for subscription to (a) magazines which are on the proscribed/banned list (b) pools, sweepstakes, lotteries etc. (c) internet sites selling products/services for which release of foreign exchange is not permitted (d) 'Call back services of telephones'. The Bank reserves the right to report such violations to the Regional Office of the Foreign Exchange Control Department giving full details. The Cardmember's right to use the card shall be determined forthwith in case of such violation.

The onus of and responsibility for ensuring compliance with foreign exchange laws/regulations, as prevailing and/or as applicable from time to time, prevailing Baggage Rules and EXIM policy in force, rests solely with the Cardmember.

The Cardmember accepts full responsibility for wrongful use in contravention of the laws, rules, regulations and Terms and Conditions and undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, any other financial charges and outgoings, costs and consequences that the Bank may incur and/or suffer on account of the Cardmember and his/her acts of omission, commission, negligence etc.

CHARGES IN FOREIGN CURRENCIES

Charges in foreign currency (other than in USD), will be initially converted into USD currency and subsequently to Indian Rupees using the exchange rate established by the bank for such transactions on the date when the charges are processed by the bank or authorised agents, plus any applicable conversion commission. Amounts converted by third parties such as airlines or other establishments will be billed at their rates.

STATEMENT OF ACCOUNTS

The Bank will mail a Statement of transactions in the Card Account every month on a pre-determined date, to the mailing address provided by the Cardmember.

Non-receipt of the Statement for any reasons whatsoever is not a valid reason for non-payment of dues. Should the Cardmember not receive the Statement within 7 days from the usual Statement date, the Cardmember is requested to call the HDFC Bank Credit Card Division to check the amount payable. Requests for duplicate Statements will attract charges as determined by the Bank from time to time. The Statement date is pre-determined and cannot be changed. The Cardmember further agrees that the Bank may round off the bill as determined appropriate by the Bank from time to time. The amount paid in excess of the actual bill amount will be adjusted in the next billing cycle.

The Cardmember should promptly notify the Bank of any unauthorised transactions appearing on the Statement to enable investigation/amendments (if necessary). These transactions should be notified/referred within 30 days from the date of the Statement, after the expiry of which the Bank will not be liable for any refunds that may be related to such transactions.

The Statement will detail all transactions received and processed in the Card Account including any refunds or payments made since the date of previous Statement and up to the close of business on the day of the current Statement date.

The amount outstanding on the Cardmember's Statement will be made up of the following:

- The amounts charged for all goods and services purchased by the use of card including all mail and telephone order, or over the internet and authorised by the Cardmember to be charged to the Card Account.

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- Cash advances on the Cardmember's Card Account including those incurred through Automated Teller Machines (ATMs) wherever applicable.
- The charges set out elsewhere in the Cardmember Agreement (e.g., Fees, Service Charges, Taxes as applicable etc.)

The Cardmember should check each Statement of Account carefully on receipt and immediately notify the Bank of any unauthorised mail or telephone order/internet, any disputed transaction or any other error.

International transactions on the HDFC Bank International Credit Card: These will be identifiable by a second memo line appearing under the Merchant name detailing the Foreign Currency and amount.

TRANSACTIONS

Whenever the Cardmember signs a sales slip/chargeslip, mail order form, places a telephonic/internet order, or any other document authorising the Bank to accept a transaction on the Card Account, the Cardmember(s) is/are agreeing to, confirming the validity and acknowledging the amount (including and/or any fee or service charge) shown on that document relevant to the price of the goods and/or services obtained. It must be noted that service charges or any fees levied are not refundable in case of a dispute.

Similarly, when the Cardmember signs a cash advance voucher, the Cardmember is agreeing to and confirming the validity and accuracy of the amounts shown (including and/or any fee or service charge) shown on that voucher relevant to the cash obtained. In some cases, the Cardmember may be requested to acknowledge the receipt of cash on the same or separate voucher.

The Cardmember must ensure to keep copies of all such vouchers/documents in a safe manner at least till such time as the transaction is reflected in the Statement.

The Cardmember must not at any point, hand over the card to any other person for use. It must also be ensured that the Cardmember is physically present at the Merchant Establishment (except in the case of mail/telephone order/internet transaction) at the time of the transaction.

The Cardmember must ensure that the card/PIN is not shared with any other person for usage. In the event of any such usage will be deemed as criminal/ civil offence as the case may be. The Bank reserves the right to proceed legally against the Cardmember and the person suspected of such usage as per applicable laws.

The Cardmember should not use the card for the purpose of funding the working capital and/or other financial requirements of any business owned by him/her.

Prior to completion of a transaction on his/her Card Account, if the Cardmember wishes to cancel the same, he/she must advise the Merchant and ensure the destruction of the voucher/document in his/her presence. Where the card transaction is being processed on any electronic terminal the transaction would typically have been completed by the time the voucher is presented for the Cardmember's signature. In such cases, the Cardmember must ensure that the Merchant completes a refund transaction or voids the transaction and provides the Cardmember with evidence (e.g., Credit Voucher) of the same. The Cardmember must retain this evidence and advise the Bank if the refund does not appear on the next Statement of Account or if the transaction that has been voided appears in the Statement of Account.

Similarly, where a transaction is previously completed and the Merchant is subsequently willing to accept a cancellation (e.g., Airline or Railway Bookings etc.), the Cardmember must ensure that the Merchant completes the refund in the form of a Credit Voucher (with the imprint of the card). The Cardmember must retain a copy of this voucher and he/she must advise the Bank of this refund if it does not appear on the Account within thirty days from the date of cancellation.

A purchase and a subsequent credit for cancellation of goods/services like air/rail tickets are two separate transactions. The Cardmember must pay for the purchase transaction as it appears on the Statement, to avoid charging of any fee. The refund will only be credited to the Card Account (less cancellation charges) as and when received from the Merchant.

FEES AND SERVICE CHARGES

The Bank reserves the right to charge the Credit Card Account with fees and charges. The Bank is also irrevocably authorised to debit the Credit Card Account with an entrance fee (as applicable) in the first year and with an Annual membership fee (as applicable) each year until the Credit Card Account is closed. The Annual membership fee is payable in advance and no refund is payable when the Credit Card Account is closed. The Primary Card and Add-on Cards will attract Annual fees as specified from time to time. The monthly Statement of Account will detail all such fees and charges applied to the Credit Card Account.

The Joining and Annual fee(s) are subject to changes at the discretion of the Bank and are not refundable. The Cardmember agrees for these fees to be charged to the monthly Statement that will be generated by the Bank.

Notwithstanding anything to the contrary contained herein, the Cardmember acknowledges and agrees that where the Corporate Card is issued on a Limited Liability Basis, if any expenses are not classified as official expenses or personal expenses, the Corporate and the Cardmember shall be liable, on a joint and several basis, for all the spends and amounts which have accrued on the Corporate Card irrespective of whether the underlying expenses are in the nature of official expenses or personal expenses.

Any changes in schedule of fees and charges and terms and conditions. Normally, changes (other than those which are a result of regulatory requirements) will be made with prospective effect giving 30 day's notice.

INTEREST

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Unless the interest free period applies as set out below, HDFC Bank will levy an interest on any new purchase (and any related debited charge) from the day on which the purchase (and any related debited charge) is transacted on the Card Account. The interest free period for a purchase (and any related debited charge) in any Statement period will apply if the outstanding balance on the Card Account for the previous Statement period (if any) is paid in full by its Due Date. If the outstanding balance on the Card Account is not paid in full by its Due Date, finance charge will be levied on any new purchase (and any related debited charge) from the day on which the purchase (and any related debited charge) is transacted on the Card Account and on the outstanding account balance on the Card Account from the first day of the last Statement period. HDFC Bank will charge interest on a Cash Advance from the day on which the Cash Advance is transacted on the Card Account till the date of repayment of the Cash Advance (including cash interest accrued thereof) in full.

HDFC Bank will ordinarily levy interest on the purchase balance outstanding on the Card Account on a daily basis by applying its current daily percentage rate to the amount of the purchase balance outstanding at the end of each day. HDFC Bank will levy a finance charge on Cash Advance balances on a daily basis by applying its current daily percentage rate to the amount of the Cash Advance balance at the end of each day.

The interest as above, will continue to be payable after termination of this Agreement or closure of the Card Account until the card balance is cleared in full. HDFC Bank may at any time, under intimation to the Cardmember, vary the interest to take into account prevailing interest rates, market forces and credit and business risks. The Bank may offer differential rates on preferential Cardmember behaviour. This is entirely at the discretion of the Bank and could mean revision of interest rates higher or lower than the rate prevailing at that point of time.

GOVERNMENT FEES AND CHARGES

Various government duties, rates, taxes or charges will apply to and be payable by the Cardmember for the operation of the Credit Card Account. The Cardmember agrees to reimburse the Bank for payment of any such taxes, rates or charges or other similar taxes or levies payable in connection with any advances, finances or credit provided by the Bank to the Cardmember.

GOODS & SERVICES TAX (GST)

The applicable GST would be dependent on place of provision (POP) and place of supply (POS). If POP and POS is in the same state then applicable GST would be CGST and SGST/UTGST else, IGST.

- GST For FEE & Charges / Interest transactions Billed on statement date will reflect in next month statement.
- GST levied will not be reversed on Any dispute on Fee & Charges / interest.

PAYMENTS

As per the RBI guidelines, in case the amount on account of use of the card overseas is greater than the Cardmember's Foreign Exchange entitlements, the Cardmember should provide the reimbursement claimed, and the Bank is authorised to report the matter to the Regional Office of the Exchange Control Department giving full details. However, under no circumstances should the payment of the Credit Card bill/dues be delayed or refused on the grounds of the Cardmember having exceeded the entitlement. There will be no obligation on HDFC Bank to make a claim or demand for payment on a Cardmember and non-payment shall render the Cardmember liable to risk of withdrawal (whether temporarily or permanently) of his Cardmembership.

Monthly repayments to Cardmember's Card Account:

- **Amounts which are payable immediately**

OVERLIMIT AMOUNT

If at any time, the outstanding balance on the Statement of Account exceeds the approved credit limits, this Overlimit amount must be paid immediately.

OVERDUE AMOUNT

If 'Minimum Amount Due' remain unpaid from previous Statements of Account, these overdue amounts must be paid immediately.

- **Amounts which are payable by the 'Due Date'**

Each month the Cardmember may pay as much as he/she wishes towards the 'Closing Balance' shown on the Statement of Account, provided the payment is not less than the amount shown on the Statement of Account as the 'Minimum Amount Due'.

If the Cardmember does not wish to pay the full amount of the closing balance shown on the monthly Statement of Account he/she can avail of the Revolving Credit facility and will need to pay only the Minimum Amount Due as shown on Statement of Account. All payments must be made prior to the Due Date, irrespective of whether or not Statement has been received by the Cardmember. Non-receipt of a Statement will not be considered a valid reason for non-payment. In the event that the Cardmember has not received the Statement, he/she can calculate the amount based on the unpaid charge slips in his/her possession.

The Minimum Amount Due will be 5% (or any other percentage as advised from time to time) of the Statement Closing

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Balance or Rs. 200, (or such other amount as notified from time to time), whichever is greater. (This does not apply to cancelled or closed cards in case of which full outstanding amount needs to be cleared immediately on demand). If the closing balance is less than Rs. 200 (or such other amount as notified from time to time) it must be paid in full. In certain type of cards 'Minimum Amount Due' can be equal to 'Total Amount Due'. Please check the Minimum Amount Due carefully before making the payment to the Bank.

The Due Date for payment (which presently would be approximately 20 days from the Statement date) is the last date by which the payments should reach the Bank. It may be noted that the Due Date is only a convenience to enable Statements to reach the Cardmember and also to provide time to process the Cardmember's payments. Future transactions on the account may be declined if the payment is not received within the Due Date and all transactions will attract service charges from the date of purchase.

The Cardmember's payments will first be applied to all overdue amounts (the oldest due being credited first) in the following order:

- Fees and other Charges
- Interest
- Cash Advances Billed
- Retail Transactions Billed
- Cash Advances Current
- Retail Transactions Current

Payment will be treated as made from the date on which the payments are credited to the Card Account in the ordinary course of business. Payments made by cheque drawn on a location where the Bank does not have a branch will be subject to a processing and handling fee as determined by the Bank from time to time, in addition to Drawee Bank's charges for all outstanding cheques. Generally, payments made in cash or through Direct Banking Channels will be credited to the Card Account within 2 business days, provided, they are made prior to the close of business hours as applicable. Proceeds of payments to the Account such as cheques cannot be used or withdrawn until funds are confirmed as cleared. If, for any reason (whether at Cardmember's request or otherwise) the Bank allows withdrawal or use of the proceeds of the cheque or other such payment before it has been cleared, the Bank will be entitled to debit the Card Account, in the event that the cheque or other such payment is later dishonoured and the Cardmember shall be completely liable to make payments thereof and on account thereof.

Payment towards multiple Card Accounts (held by the same Cardmember or otherwise) cannot be made vide a single cheque. The Bank does not undertake the responsibility of apportionment of such payment as may be desired by the Cardmember.

If the Cardmember is not going to be able to access his/her mail around the period that he/she usually receives the Statement, it would be the Cardmember's responsibility to make arrangements to ensure that at least the Minimum Amount Due reaches the Bank before the Payment Due Date.

The Bank has made arrangements to provide Drop Box facilities at various locations in serviceable cities as determined by the Bank from time to time. The updated list of Drop Box locations may be communicated to the Cardmember as appropriate. The Cardmember is advised to use these Drop Boxes to deposit only locally payable cheques or drafts along with Payment Vouchers/stubs (tear off portion of Statement) duly completed with the cheque details.

Cardmembers are advised not to issue post dated cheques towards card outstanding as the Bank does not in the normal course of operations offer to clear post dated cheques.

Timely payment towards the card dues is essential and it is a condition of this Agreement that all the payments towards Minimum Amount Due must reach HDFC Bank on or before the Payment Due Date indicated in the monthly Statement of Account.

If the Minimum Amount Due is not paid by the Payment Due Date, a late payment fee as specified in the tariff sheet will be debited to the Card Account and is subject to change at the discretion of HDFC Bank.

Non-payment of card dues shall also render the Cardmember liable to risk of instant withdrawal of the Cardmembership without prior notice.

RETURNED PAYMENTS

In case the cheque or any other payment instrument forwarded by the Cardmember is not honoured or must be returned to the Cardmember because it cannot be processed, HDFC Bank reserves the right to proceed legally against the Cardmember and would at its discretion levy a penal fee and/or temporarily withdraw credit facilities on the card. Repeated instances of payment instruments not being honoured could result in cancellation of the Account.

A cheque return fee at the prevailing rate would be levied on the amount of the returned cheque subject to a minimum amount as specified by the Bank from time to time.

The attention of the Cardmember is invited to the provisions of Section 138 of the Negotiable Instruments Act, 1881 and to the serious criminal penalties therein specified for the dishonour of cheques.

AUTO DEBIT

If the Cardmember has a Current Account or a Savings Account at any of our branches in India, the Bank may at its sole

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discretion arrange to have any one of these accounts debited automatically every month on the Cardmember's written request.

The Cardmember may note that the Auto Debit facility will not be available on certain classes of Accounts as determined by the Bank from time to time. Accounts currently residing in MicroBanker will not be eligible to participate in this facility.

The Automatic debit will be processed on the registered account nominated by the Cardmember from the Payment Due Date and will be credited to the Card Account. In the event of non-realization of payment in the first attempt, repeat attempts will be made until realization of payment. In the event of non-realisation of payment in the first attempt, repeat attempts will be made until realization of payment.

Cardmember must have sufficient cleared funds in the nominated Savings or Current Account at the time of the debit being processed.

In case the Cardmember has instructed the Bank to clear the Card Account balance fully (i.e., 100% Auto Debit) each month, but the cleared balance available in the nominated Savings or Current Account is insufficient in any month, the Auto Debit service will instead claim only the Minimum Amount Due (if the cleared balance in the nominated Account is sufficient to cover the Minimum Amount Due). Where the Auto Debit service claims the Minimum Amount Due, and the nominated Savings or Current Account does not have sufficient funds to meet the claim, the amount will be reversed to Cardmember's Card Account and the auto pay reversal charges at the prevailing rate would be levied to the Card Account. However, Auto Debit instruction for all subsequent months will continue to be effective as per the original instructions given by the Cardmember. The Bank reserves the right to accept and/or subsequently cancel or not to accept any such instructions.

In case the Cardmember has instructed the Bank to claim for amounts other than the Minimum Amount Due and there is a credit or a payment made to the Card Account before the Payment Due Date, the Bank may at its discretion claim only the residual amount i.e., the difference between the amount outstanding as per the Statement and the payments/ other credits received before the Payment Due Date. The Bank reserves the right to amend its policies with respect to such instructions from time to time.

In case the Cardmember has instructed the Bank to claim for amounts other than the Minimum Amount Due and in the event of non-recovery of funds, the Bank will attempt to recover at least the Minimum Amount Due on the Card Account. In future, the Bank may introduce at its discretion a variable option for Auto Debit facility. Where the Cardmember has opted for a variable amount and the Minimum Amount Due payable on the Card Account is higher than the option exercised, the Bank reserves the right to claim the higher of the two.

If the Auto Debit cannot be claimed for insufficient funds on the recovery date, the Auto Debit reversal charges would be levied irrespective of any other payment/credit made into the Card Account through any other mode other than Auto Debit.

The Bank at a predetermined overdue status would reserve the right to withdraw the standing instructions given by the Cardmember without any prior notice and the facility may not be made available in future.

In a specific case where, subsequent to providing instruction to the Bank to Auto Debit a nominated Account, the nominated Account is closed or transferred to another branch, the Cardmember undertakes to advise the Cards Services Division of the Bank of the change in status of the nominated Account. Please note that the service or penal charges that accrue to the Cardmember's Account because of non-compliance or delay of this advice will not be refunded.

OPERATING ELECTRONIC TERMINALS

Electronic Terminal includes:

- Any HDFC Bank branch teller machines as and when introduced;
- Any of the Bank's Automated Teller Machines (ATMs) and Cash Dispensers.
- Automated Teller Machines (ATMs) and Cash Dispensers of other selected Banks/financial institutions;
- Electronic Funds Transfer at Point of Sale (EFTPOS) terminals; and,
- Any other authorised terminal or device connected to the Bank's electronic Banking system as and when introduced.

The Bank will specifically advise the Cardmember whenever the card is acceptable for use at our ATMs (Automated Teller Machines) or other bank's ATMs or other specified electronic devices. In such cases, where applicable, the Bank will provide the Cardmember with a PIN (Personal Identification Number). The Bank reserves the right to alter the types of accounts, which may be operated or the types of transactions, which may be undertaken using the card and PIN, at any time. In the event that the service is being provided on the card, the Bank will endeavour to maintain electronic access on our ATMs or electronic devices/terminals unless:

- An Electronic Banking Terminal malfunctions or is otherwise unavailable for use.
- The Card Account is overdue or otherwise considered irregular by the Bank.

In any of these events, electronic access to the nominated accounts may be withdrawn without prior notice to the Cardmember, without any liability devolving upon the Bank for such withdrawal.

The Bank will advise the Cardmember of his/her PIN in a secure manner. On receipt of this PIN, the Cardmember must memorise it and destroy the original PIN advice. The Bank's ATMs may allow the Cardmember to change the PIN (originally advised by the Bank) to a PIN of choice. The PIN advised to the Cardmember by the Bank is confidential and must not be made known by the Cardmember to anybody. The Bank will not be liable or responsible for any

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consequences of the Cardmember's valid PIN becoming known to a third party. The Cardmember will be liable for all consequences in the event of any loss due to the misuse of his/her PIN.

If, after memorising the PIN, the PIN is lost or stolen, or if the PIN becomes known to somebody else, and if the card is still in the Cardmember's possession, he/she should immediately advise the Credit Card Division of the Bank. Any delays may expose the Cardmember to the liability of unauthorised use of the card.

Subject to the Card Account being valid, if the card is retained in the ATM, the Cardmember should contact Credit Card Division of the Bank for assistance. A replaced card will be forwarded for a fee as specified by the Bank from time to time.

CHANGES TO TRANSACTIONS THROUGH TERMINALS

Any transaction made by the Cardmember at any electronic terminal cannot be cancelled, altered or changed by the Cardmember.

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PROCESSING DATE

For transactions made at any of the Bank's ATMs and ATMs of other selected banks/financial institutions the Bank will endeavour to process the same to the Card Account on the same or following business day provided they are made prior to the close of the Bank's business hours.

PRINTED TRANSACTION RECORDS

When the Cardmember completes a transaction at an electronic terminal he/she will receive a printed transaction record. The Cardmember must check the record carefully. The Cardmember should retain these records for verification purposes and to aid in reconciling Account Statements.

Some of our ATMs will offer the option of not receiving a transaction record. However, it is recommended that the Cardmember always choose to receive a transaction record.

TRANSACTION LIMITS

The Bank may change or impose limits on the amount of funds that are made available through electronic terminals, over any specified period of time for transactions that require the use of a card and PIN. Merchants and other banks/financial institutions may also impose additional restrictions on transaction limits.

ELECTRONIC FUNDS TRANSFER AT POINT OF SALE (EFTPOS)

When using the card at an EFTPOS terminal, the Cardmember agrees that the Bank will not be held responsible or liable, unless required by law, for:

- any Bank/Financial Institution or Merchant refusing to accept or honour the card; or
- any goods or services purchased with a card.

Any complaint about goods or services must be resolved only with the Merchant concerned. If an EFTPOS terminal malfunctions or is otherwise unavailable for use, alternative manual transactions may be made using the card and a transaction voucher, that must be signed by the Cardmember at the request of the Merchant.

POINT-OF-SALE (POS) TRANSACTION

When using the card at a POS terminal, the Cardmember agrees that the Bank will not be held responsible or liable, in the event that a POS terminal malfunctions or is unavailable for use. Alternative manual transactions may be made using the card and a transaction voucher must be signed by the Cardmember.

INTERNET TRANSACTIONS

The Cardmember is cautioned that any transaction on the internet resulting in any outflow of foreign exchange must be made strictly in accordance with the Exchange Control Regulations of the RBI and that in event of failure to do so the Cardmember may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Cardmembers, HDFC Bank reserves the right to decline at its sole discretion, certain internet transactions, depending on the origin and nature of purchase. This is done with a view to protecting the Cardmembers from unauthorised or fraudulent usage of account information by persons/parties.

DISPUTES

Any chargeslip or other payment requisition received from a Merchant Partner by HDFC Bank for payment shall be conclusive proof that the charge recorded on such chargeslip or other requisition, was properly incurred for the amount and by the Cardmember referred to in that chargeslip or other requisition, as the case may be, by the use of the Credit Card, except where the Credit Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardmember and for which prior intimation to the Bank must be provided by the Cardmember. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardmember at a Merchant Partner by use of the card which is not recorded on a chargeslip.

If the Cardmember believes that an error has occurred in the Statement he/she should promptly inform the Bank in writing, (so that the same is received by the Bank within 30 days of the date of Statement in which the transaction under dispute was charged). In case a cardholder protests any bill, Bank will provide explanation and, if necessary documentary evidence to the customer within a maximum period of thirty days from date of complaint. The operating rules applicable under the Credit Card Scheme impose time limits on reporting disputed transactions. In case a cardholder protests any bill, Bank will provide explanation and, if necessary documentary evidence to the customer within a maximum period of thirty days from date of complaint. If the Cardmember does not report/inform the Bank within time, this makes it difficult for the Bank to gather information about the transactions and this may work to the Cardmember's disadvantage. It is therefore advisable to notify the Bank of any disputed transactions immediately upon receipt of the Statement of Account. This includes any disputes regarding Reward Points (if applicable) allocated to the Card Account.

To assist the Bank with its investigations, the Cardmember will need to provide the following information:

- Cardmember name and Card Number
- Details of the transaction in question

Wherever necessary the Bank will contact the Cardmember should it need any further information. Pending the Bank's

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investigation and correction (if any), the Bank may, at its sole discretion, credit the Cardmember's Account with the disputed amount and debit the appropriate Reward Points (if applicable) till a conclusion is arrived in respect of the dispute. Where, after completion of investigations, the Bank concludes that no error has occurred, the Bank may advise the Cardmember accordingly, and the Account if already credited will be promptly debited for the disputed amount with relevant credit of Reward Points (if applicable) with the original transaction date, and interest will accrue accordingly. If, in the process of investigating the Cardmember's query, the Bank has had to retrieve voucher copies either from its archives or through another bank entity, the Cardmember's Account will be debited for retrieval fees as specified by the Bank from time to time. Amounts due on the transactions including disputed transactions are payable by the Due Date appearing on the Statement of Accounts.

The Courts in Chennai, India, shall have exclusive jurisdiction to deal with all disputes between the Bank and the Cardmember, or the estate of the Cardmember and the Cardmember hereby irrevocably and unconditionally agrees to submit himself/herself to such exclusive jurisdiction.

DISPUTE OR INDEMNITY :

In case of any dispute raised by any Card Member, it shall be the sole responsibility of the Corporate to resolve the same independently and without any recourse to HDFC Bank.

Further in consideration of HDFC Bank providing the Card Member the said Card, the Card Member shall indemnify and hold HDFC Bank including its officer, employees and agents, indemnified against all losses and expenses which HDFC Bank may incur, sustain, suffer or is likely to suffer in connection with HDFC Bank's execution of the Card Member/Corporate's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing the said Card by HDFC Bank or for any action taken or omitted to be taken by HDFC Bank its officers, employees or agents, on the instructions of the Card Member/Corporate. The Card Member will pay to HDFC Bank such amount as may be determined to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. "

Please ensure your mobile number and email ID is updated with the Bank. Kindly refer our Customer Protection Policy for electronic banking transactions at:

<https://www.hdfcbank.com/content/api/contentstream-id/723fb80a-2dde-42a3-9793-7ae1be57c87f/d9cca15c-96c1-43b9-bda6-df6b5528eb58?>

AIRLINES/RAILWAYS REFUNDS

On cancellation of an airlines/railways ticket, if the credit is not processed to the Cardmember Account within 30 days of the cancellation date, the Cardmember may immediately mail a copy of the credit voucher to enable the Bank to follow up with the concerned member Bank for processing the transaction. The Bank will credit the Card Account as appropriate on receipt of the proceeds from the processing Bank. However, any charge/finance charge(s) resulting from delay at any parties' end to process the credit will need to be borne by the Cardmember.

The Ticket Deposit Receipt is not a valid credit note and the Bank would be unable to take up the matter with the concerned member Bank for processing the credit. Cardmembers must submit the Ticket Deposit Receipt to the concerned Railway Authorities within the specified time period (as applicable from time to time) and obtain a credit voucher. In the absence of a valid credit voucher, the Bank would be unable to credit the Card Account.

The Cardmember hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to non credit of the cancelled ticket amount by the concerned authorities/member Banks.

Surcharge on Fuel & Railway

The Cardmember can use the HDFC Bank International Credit Card to buy petrol (diesel or other petroleum products or automobile related services or other merchandise at petrol pumps) on credit at select petrol pumps across the country. Depending on the arrangement those organisations have with their member Banks, the transaction will attract a service fee from the member Bank and any taxes thereon, which may vary from time to time. This charge cannot be suppressed, and is due and payable.

Currently all tickets booked with the railways using the Credit Card would attract a handling charge from the member Bank at a fixed percentage/amount, which cannot be suppressed and is due and payable.

Transactions done using the Card Account may in the future attract similar charges as specified by the Franchise/Authorities. Intimation as appropriate will be given by the Bank to the Cardmember from time to time.

QUALITY OF GOODS AND SERVICES

HDFC Bank shall not be in anyway responsible for merchandise, merchandise warranty or services purchased or availed of by the Cardmember from Merchant Partners including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Credit Card facility is purely a facility to the Cardmember to purchase goods or avail of services and HDFC Bank holds out no warranty or makes no representation about quality, delivery or otherwise howsoever, and any dispute or claim must be resolved by the Cardmember with the Merchant Partner.

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The existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.

Purchase made on the Credit Card shall remain the property of HDFC Bank till such time the charges pertaining thereto are paid in full by the Cardmember to HDFC Bank.

HDFC Bank reserves the right at any time to seize or direct a Merchant Partner or any third party to seize all or any purchases made on the Credit Card if they are or come into possession, custody or control of HDFC Bank, the Merchant Partner or third party, as the case may be. All liquor charges shall be subject to the laws in each State for acceptance of the Credit Card.

The Cardmember also specifically agrees that the services provided by the Affinity/Co-brand/Associated partners shall be with their exclusive expertise and that the Bank shall not be party to such service rendered by the Affinity/Co-brand/Associated partners nor does the Bank provide any guarantee or responsibility or indemnity to the Cardmember as far as the services rendered such as its quality, accuracy, scope and cost to the Cardmember. The Cardmember hereby undertakes that any disputes or argument that he may have with the Affinity/Co-brand/Associated partners with respect to services rendered will not constitute valid reason for him/her to dispute, delay or default on dues owed- in full or in part- on his HDFC Bank International Credit Card.

CARD LOSS

The Cardmember must notify the Bank's Credit Card Division located at Chennai and its Regional Offices as intimated from time to time immediately if the Primary or any Additional Credit Card is lost, stolen, mutilated, not received when due or if he/she suspects that the Credit Card is being used without Cardmember's permission.

A Cardmember must report a card lost over the telephone. HDFC Bank will upon adequate verification temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Cardmember on this account.

Although the loss or theft may be reported over phone or fax the Cardmember must file a report with the local police and send an acknowledged copy accompanied by a letter signed by the Primary Cardmember to the Bank.

- Once a card is reported lost, it should not, under any circumstance be used if found by the Cardmember subsequently.

The Bank is not liable or responsible for any transactions incurred on the Card Account prior to time of reporting of the loss of the card and the Cardmember will be wholly liable for the same. After the receipt of proper notification of the loss by the Bank, the Cardmember's subsequent liability is zero.

The Cardmember will be liable for all transactions on the card if the card(s) loss is not reported immediately and the FIR not filed within 3 days of the loss/theft of the card.

Subject to the Account being regular and the report of any card loss being received properly and in time, the Bank will reissue the Primary Card on receipt of written instructions confirming the loss, along with the FIR and send the re-issued cards to the address of the Primary Cardmember. However, the re-issue of the card is completely at the discretion of the Bank.

The Cardmember will also fully co-operate with the Bank, the representatives of the Bank and/or legal authorities in the event of an investigation into any disputed transactions.

The Cardmember hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the card, In the event that it is lost and not reported to the Bank or lost and misused before the Bank is informed.

PIN/CARD LOSS OR THEFT

The Cardmember must make a written report to the Bank's Credit Card located at Chennai and its Regional Offices as intimated from time to time immediately once he/she becomes aware (or should reasonably have become aware in the case of lost or stolen cards) that:

- The card or PIN record (or both) has or may have been lost or stolen; or
- The PIN has or may have become known to someone else; or,
- The card or PIN (or both) has or may have been used by someone else.

If the Cardmember reports that the PIN may have become known to someone else or may have been used by someone else, the Cardmember must not continue to use that PIN.

CREDIT CARD RE-ISSUE AND REPLACEMENT

If the Cardmember's Credit Card becomes defective or gets damaged, the Cardmember may ask for a replacement card at any of the Bank's Credit Card located at Chennai and its Regional Offices as intimated from time to time. All such Credit Cards are subject to Terms and Conditions of Use and the Bank reserves the right not to re-issue a Credit Card to any Cardmember.

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VALIDITY/EXPIRY/RENEWAL

The Credit Card will be valid until the last day of the month printed on the face of the Credit Card. While some cards could be issued for a validity period of one year, the Bank may, at its discretion, issue cards with validity for a period exceeding one year.

Unless in breach of the Terms and Conditions of Use, the Bank will automatically renew the validity of the card and send the new card(s) usually 30 days before the expiry of the current card(s). In case of non-receipt of the renewed card(s) before the stipulated time, Cardmember should contact the Bank's Credit Card Division located at Chennai and its regional offices as intimated from time to time.

In case the Cardmember does not wish to renew his/her card(s), the Bank must receive his/her written instruction at least 45 days prior to the expiry of his/her card(s). In the absence of this, the renewal fee (as applicable at the time of renewal) will be charged and must be paid and will not be refunded.

EXIT

Once the cardholder ceases to be in employment with the corporate HDFC Bank has entered into an agreement with for corporate cards , all benefits associated " whether accrued or earned" with the card shall stand withdrawn with immediate effect.

The Cardmember must not attempt to use his/her card outside its validity period. The Bank will not be liable in any manner whatsoever, for any consequences that may arise due to the Cardmember's attempt to use the card outside its validity period.

CREDIT CARD CANCELLATION

All cards issued to the Cardmember remain the property of the Bank at all times and the Bank reserves the right to cancel and retrieve the card at any time without prior notice including if the Bank believes that the continued use of the card(s) is not in the interest of the Bank.

By the Bank

If a notice of cancellation is given, from the date of notice of such cancellation by the Bank, the Cardmember must not use his/her card and must immediately return the card to the Bank. Before returning the card to the Bank, the Cardmember must deface the signature panel (on the reverse) and cut the card(s) diagonally into half. The Cardmember will be required to clear all outstanding dues on the Card Account immediately.

Interest and any other applicable charges will continue to accrue on the Card Account until the outstanding balance of such Card Account is reduced to nil.

The death of a Cardmember, insolvency/dissolution/bankruptcy/or winding up of a Corporate Body of a Cardmember shall automatically cancel the card issued to the Cardmember as well as any Add-on Cardmembers. The Card Account would also be liable to be suspended on instructions from any government/regulatory body. All amounts outstanding on the Card Account shall be deemed to have immediately become due on death, insolvency, bankruptcy, winding up or instruction from government/regulatory bodies, as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to the obligation of the Cardmember to forthwith pay all outstanding amounts.

In the event a Corporate Body is subject to any dissolution or winding up proceedings, or if any order is in force issued by a government/regulatory body which directly or indirectly prohibits the Bank for issuing Credit Cards to that Corporate Body, all Corporate Cards issued to employees of that Corporate Body would be cancelled without notice. The Bank is not liable for any claims arising out of such cancellation. All cards would have to be destroyed and surrendered in the stipulated manner and all amounts outstanding on these cards would become payable immediately.

By the Cardmember

The Cardmember may cancel the cards at any time by:

- Making a written request only to the Bank for cancellation and
- Cutting the card(s) diagonally in half and returning it to the Bank's Credit Cards Division.

By the Bank

When the Bank cancels a card or receives instruction from the Cardmember to cancel a card:

- The Bank will cancel the card and send a written confirmation to the Cardmember on liquidation of outstanding dues on the Card Account.
- The card must not be used and must be returned to the Bank cut diagonally into half; and

The Cardmember

- Is responsible for any use of the card until the card is returned to the Bank cut diagonally into half; and
- Must liquidate the outstanding immediately

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CHANGE OF NAME AND ADDRESS

The Cardmember agrees to promptly notify the Bank's Credit Card Division in writing, of any change to his/her name. The Bank reserves the right at its discretion to accept such request(s) pending production of statutory evidence of such a change.

The Cardmember also agrees to promptly notify any change of his/her residential and/or office address and/or contact telephone number(s) and/or email address to the Bank's Credit Card Division.

The Cardmember would need to give the Bank notice of at least 5 business days after receipt of his/her request to enable us to update the Bank's records.

CARD SECURITY

The security of the card and the PIN is very important. If the Cardmember fails to observe the following security requirements, he/she may be liable for any unauthorised use of the card and the PIN.

THE CARDMEMBER SHOULD

- Sign on the back of his/her card immediately on receipt
- On the expiry date destroy his/her card by cutting it diagonally into half
- Not let anyone else use his/her card
- Take steps to protect his/her card from loss or theft, and
- Notify the Bank once the Cardmember becomes aware that his/her card has been lost or stolen, or has been used by someone else
- Not hand over the card to anyone even to those posing to be authorised by the Bank

PIN SECURITY

The Cardmember should:

- Not divulge his/her PIN to anyone including a family member or friend
- Use care to prevent anyone else seeing his/her PIN being entered in an electronic terminal
- Not write or indicate his/her PIN on his/her card or elsewhere, even if it is disguised
- Try to commit his/her PIN to memory and should not write or indicate his/her PIN anywhere
- Notify HDFC Bank once he/she becomes aware that his/her PIN record has been lost or stolen, or known to or used by someone else.

EXPENSE OF ENFORCEMENT

Cardmember shall be liable to indemnify the Bank in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce rules and regulations including all legal fees and disbursements on a full indemnity basis.

LIEN AND RIGHT OF SET-OFF

It is agreed that the Bank, at any time and without notice, will have a lien and right of set-off on all monies belonging to the Cardmember standing to their credit in any account whatsoever with the Bank or in the possession or custody of the Bank. If upon demand by the Bank, the balance outstanding on the Card Account is not repaid within the prescribed time, such credit balance in any account including fixed deposit accounts and any properties of the Cardmember in the possession or custody of the Bank whether for safe keeping or otherwise, including but not limited to dematerialised shares or other securities of the Cardmember, held by the Bank as a Depository Participant, may be adjusted towards dues under the Card Account. In case of any deficit, the deficit amount may be recovered by the Bank from the Cardmember.

FD LIEN PROCESS FOR FD LINKED CREDIT CARD

Without prejudice to Bank's right of general lien and set off, in case of issuance of Credit Card against Fixed Deposit (FD linked cards), the Bank shall be authorised to mark a lien on the Fixed Deposit(s) (FD) held by the Cardholder with the Bank to the extent of the amount declared by the Cardholder in the FD Lien Declaration. The aforesaid lien over FD shall be the security for the FD linked card issued/to be issued by the Bank to the Cardholder. The Cardholder hereby irrevocably and unconditionally authorises the Bank to liquidate the FD at Bank's sole discretion in the event of non- payment of outstanding dues by the Cardholder without any notice and thereupon appropriate and apply the proceeds towards the outstanding dues on the FD linked card. The Cardholder hereby acknowledges and agrees that the Bank shall not be held responsible for the loss, charges or costs, if any, to the Cardholder arising due to such premature withdrawal of the FD. In the event that the aforesaid premature withdrawal of the FD does not take place whilst the FD linked card is in use by the Cardholder, the Cardholder hereby specifically authorises the Bank to automatically roll-over the FD for further similar period(s) on each maturity date so long as the FD linked card is active/in use. For avoidance of doubt, it is hereby clarified and specifically agreed by the Cardholder that in the event of shortfall post aforesaid premature withdrawal of FD, the Bank shall be entitled to proceed against the Cardholder to recover the balance outstanding dues. This clause is a prerequisite for issuance of FD linked card, and it will become effective and applicable only in the event of issuance of FD linked card.

CREDIT REFERENCING BUREAU CROSS DEFAULT

CARDMEMBER AGREEMENT

The Cardmember expressly accepts that if the Cardmember fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become due to or commits any other default under any Agreement (including this Agreement) with HDFC Bank under which the Cardmember is enjoying any financial/credit/other facility, then in such event HDFC Bank shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights under any of the Cardmember's agreements (including this Agreement) with HDFC Bank, at the sole discretion of HDFC Bank.

The Bank will preserve secrecy of details of transactions to the extent required by law. The Cardmember agrees, acknowledges and authorises that information on usage of credit facilities by customer(s) is/are exchanged across Banks, credit bureaus and financial institutions. An application for a Credit Card is subject to receipt of no adverse reports of Cardmember's creditworthiness from a bureau and/or any Bank/Financial Institution, where the Cardmember or his/her associates/family members avail of/have availed of a credit facility.

Similarly, the Bank reserves at its sole discretion with no liability and with no reference to the Cardmember, the right to cancel his/her Credit Card at any point during the period of validity of his/her Credit Card, on receipt of adverse information regarding the creditworthiness of the Cardmember (or his/her associates/family members) from any Bank/Financial Institutions/Bureau. As per laws governing confidentiality of sources, HDFC Bank is not liable to disclose the name of the Bank/Financial Institution/Bureau intimating this adverse information. On receipt of such information, the Cardmember's Card Account will be immediately cancelled and his/her entire outstanding balance (as well as any further charges not yet billed to his/her Card Account) will be demanded and will have to be paid immediately.

If the Cardmember's Card Account were cancelled due to breach of any of the Terms and Conditions of Use, the irregular conduct of the Cardmember's credit facility would similarly be reported to other banks/Financial Institutions/Bureau.

BREACH OF CONDITION

If the Cardmember is in breach of any of the Conditions of Use, or if the Bank comes to the belief on reasonable grounds that the Cardmember induced the Bank to enter into the Agreement governing the operation of his/her Card Account by any fraudulent misrepresentation, the outstanding balance on the Cardmember's Card Account shall, at the option of the Bank, become immediately due and payable to the Bank. In case of any breach of the Conditions of Use, the Bank reserves the right at the Cardmember's costs and consequences to also proceed under the appropriate laws of India.

The Cardmember undertakes to return or arrange for the return of his/her card and any Add-on Card(s) duly cancelled, immediately upon being notified that the outstanding balance on his Card Account has become due and payable as aforesaid.

The Bank may at any time without prior notice suspend and/or cancel, the Cardmember's card(s) if any of the Terms and Conditions are breached. Reward Points or any other benefits accumulated on cancelled/suspended cards will be forfeited.

The Cardmember agrees to pay the Bank the amount incurred or expended by the Bank in exercising its rights under these Terms and Conditions arising from any default/breach by the Cardmember. Upon payment to the Bank, in accordance with this Condition, of all amounts owing on the Cardmember's Card Account, the Agreement governing the operation of his/her Card Account will thereby be terminated without the need for any further notice.

EXCLUSION OF LIABILITY

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Applicant in respect of any loss/damage arising directly/indirectly out of (a) any defect in any goods or services supplied (b) the refusal of any person to honour or accept a card (c) the malfunction of any computer terminal (d) the giving of Transaction Instruction other than by a Cardmember (e) any Statement made by any person requesting the return of the card or any act performed by any person in conjunction (f) handing over of the card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises (g) The exercise by the Bank of its right 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 (h) the exercise by the Bank of its right to terminate any card or the Card Account or (i) any injury to the credit character and reputation of the Applicant alleged to have been caused by the repossession of the card and/or, any request for its return or refusal of any service establishment/mail order establishment/internet merchant Establishment to honour or accept the card (j) any mis-statement, mis-representation, error or omission in any details disclosed by the Bank (k) decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardmember exceeding his entitlements. In the event a demand or claim for settlement of outstanding dues from the Cardmember is made either by the Bank or any person acting on behalf of the Bank, the Cardmember agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardmember, in any manner.

GOVERNING LAW, JURISDICTION AND ARBITRATION

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the laws of India. The mere fact that the Credit Card can be accessed by a Cardmember in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions of the Cardmember

CARDMEMBER AGREEMENT

Agreement and/or the operations in the Card Account(s) of the Cardmember and/or the use of the Credit Card. This Cardmember Agreement shall be construed in accordance with the laws of India. Subject to the following paragraph, the parties hereto expressly agree that all disputes arising out of and/or relating to this Cardmember Agreement including any related documents shall be subject to the exclusive jurisdiction of the Courts/Tribunals within whose jurisdiction the regional processing center of the bank is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any Courts/Tribunals of any other place which has jurisdiction.

Any dispute under or arising out of anything under this Cardmember Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its reenactment, by a sole arbitrator, appointed by the Bank. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the parties. The cost of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. The venue of arbitration shall be at Mumbai or such other place as may be determined by the Bank. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award. Provided that nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Bank, if available now or in the future as against the Cardmember, if any and/or any other persons, or any of their respective assets, under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and/or the Insolvency and Bankruptcy Code, 2016, as may be amended, or its re-enactment and the Bank and the Bank shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings. This clause shall survive termination of the Cardmember Agreement

FEATURES

CHEQUE DROP BOX FACILITY

The Bank has introduced or may introduce from time to time Off-site Cheque Drop Boxes (details of which will be specifically communicated) in addition to the Cheque Drop Boxes at the branches, for the convenience of customers. The Bank will be responsible for the cheques only upon receipt of the same at its premises. The Bank will not be responsible and/or liable for loss and/or damage and/or delay and/or destruction of cheques dropped in the Cheque Drop Boxes if these boxes are damaged/destroyed/tampered with as a result of any act of God, riot, civil commotion, war, sabotage etc. The Cheque Drop Boxes shall not be used for dropping cash and/or post dated cheques. The Bank will not be responsible for such post-dated cheques and/or cash deposited.

PHONEBANKING

The Cardmember accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written Standing Instructions now given or that may hereafter be given. The Cardmember is aware that in connection with such telephonic facility, he/she is required to provide to the Bank or its appointed representatives over the telephone, details pertaining to him or his Card Account towards performing reasonable checks as considered appropriate by the Bank before the Bank executes his instructions for his convenience.

This telephonic facility shall cover and be applicable to all HDFC Bank Credit Cards of the Cardmember now existing or which may hereafter be opened by him. The Member unconditionally agrees that (i) he/she shall not hold the Bank liable on account of the Bank acting in good faith on such instructions; (ii) in following such instructions, the Bank will be doing so on a best effort basis and he/she will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of his instructions; (iii) the Bank may in its discretion charge for or withdraw or suspend the facility wholly or in part at any time; (iv) the Bank may in its discretion decide not to carry out any such instructions where the Bank has reason to believe (which decision of the Bank the Cardmember shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt; (v) the Bank may at its discretion tape or record such instructions and may rely on transcripts of such telephonic instructions as evidence in any proceedings; (vi) at the Cardmember's request the Bank may send to the Cardmember, financial information (sought for by the Cardmember) regarding the Cardmember's Account(s) which may be of a private and confidential nature and the Cardmember shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.

In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the Cardmember's Accounts, he/she shall be obliged to intimate the relevant discrepancy in writing to the Bank within 30 days from the Statement in which the transaction was billed failing which the transaction shall be deemed to be correct and accepted by the Cardmember. In consideration of the Bank providing the Cardmember the said facility, the Cardmember agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardmember the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the Cardmember's instructions.

The Cardmember agrees that all conditions of the above indemnity will hold good when the Bank executes his instructions for his convenience and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution.

CARDMEMBER AGREEMENT

The Bank reserves the right to add/modify/delete any of the features/offering on the PhoneBanking facility from time to time and the Cardmember expressly agrees to the changes in the service delivery resulting thereof.

MASTER PRIVILEGES PROGRAMME AND GLOBAL ASSISTANCE SERVICES

The communication and arrangements for services of the Privileges Programme (including the concierge services) and the emergency assistance programme are provided by third party service providers and are paid for by MASTER International as the case may be. The Cardmember is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on best-effort-basis and may not be available due to problems of time, distance or locations. The Cardmember will be billed for the emergency services used as per the prevailing tariffs or as amended by the Bank/MASTER International/Third Party Service Providers from time to time. The medical and/or legal professionals designated by MASTER International's third party service providers are not employees of MASTER International's third party service providers or employees or contractors of MASTER International and, therefore they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. HDFC Bank does not accept any responsibility for the arrangement or use of such services provided.

VISA PRIVILEGES PROGRAMME & GLOBAL ASSISTANCE SERVICES

The Communication and arrangements for services of the Privileges Programme (including the concierge services) and the emergency assistance programme are provided by third party service providers and are paid for by VISA International as the case may be. The Cardmember is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on best-effort-basis and may not be available due to problems of time, distance or locations. The Cardmember will be billed for the emergency services used as per the prevailing tariffs or as amended by the Bank/VISA International/Third Party Service Providers from time to time. The medical and/or legal professionals designated by VISA International's third party service providers are not employee of VISA International's third party service providers or employees or contractors of VISA International and, therefore they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. HDFC Bank does not accept any responsibility for the arrangement or Use of such services provided.

INSURANCE BENEFITS

In the event that individual insurance cover is provided as part of product feature, the cardmember specifically acknowledges that HDFC Bank will not be liable in any manner whatsoever by virtue of the insurance cover provided by the insurance company with whom it has tied up for the purpose of providing such cover and, that the insurance company will be solely liable, in case of death of a Cardmember 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 of 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 resolved directly with the insurance company. The Cardmember acknowledges that on issuance of the Card, only the 'Lost Card Liability' insurance cover would be made available and that all the other comprehensive insurance covers if part of product feature / benefit will be available only upon activation of the HDFC Bank Credit Card. Activation in this context means 'First usage at the retail Merchant Establishments or first cash withdrawal from ATMs'. The Cardmember further acknowledges that the insurance cover so provided will be available as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of HDFC Bank with his Card Account being maintained in good standing (as determined by the Bank from time to time).

On the card membership being withdrawn (whether 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 suspension/cancellation of membership. Further the Cardmember also agrees that even during the continuation of his Membership, HDFC Bank may at any time (in their sole discretion and with due notice thereof to the Cardmember) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on HDFC Bank to continue the benefit. Only primary Cardmembers are covered under the insurance benefit scheme. When a Cardmember holds multiple Credit Cards, the maximum overall limit is restricted as per the specific Terms and Conditions of the insurance company with whom the Bank has a tie up. All schemes are made available to the Cardmembers by insurance company with whom the Bank has a tie up. The Bank reserves the right to change/alter/modify with due notice to the Cardmember, the insurance company/Scheme in part/full. Cardmember will always keep the Bank indemnified and harmless from all actions, losses, costs, charges, proceedings, etc., which the Cardmember might suffer due to any act or forbearance on the part of the insurance company in contravention of any laws, rules, guidelines or any other acts or deeds of insurance company. Cardmember agrees that the Bank is not responsible or privy to the services offered by the insurance company and the Bank also does not guarantee any representation for quality of service rendered by the insurance company. Cardmember agrees to indemnify the Bank from all disputes or differences that may arise so far as the services rendered by the insurance company to the Cardmember are concerned and shall not hold the Bank liable for any compensation or litigation that may ensue in the event of any dispute, shortfall or deficiency in the services so rendered. The Terms and Conditions of this insurance scheme may change from time to time, with due notice and details can be obtained directly from the insurance company. The information provided in this document is only indicative and does not purport to be comprehensive. The exception clause details and Terms and Conditions may kindly be obtained by the Cardmember from the insurance company directly. Specific Terms and Conditions of the relevant insurance policy would be made available by the insurance company on specific request.

CARDMEMBER AGREEMENT

PRIORITY PASS

The Priority Pass membership is offered through Priority Pass Limited Hong Kong to select HDFC Bank Credit Card Cardmember's if it is part of the product feature. All applicable charges shall be debited by HDFC Bank to Cardmember's Card Account. The Priority Pass Card is not transferable and is valid until the expiry date mentioned on the Card. It cannot be used by anyone other than the Primary Cardholder. The Priority Pass Card is not a Payment Card or a proof of credit worthiness of the Cardholder and attempts to use the same is treated as constitution fraud. Admittance to lounges is conditional upon presentation of a valid Priority Pass Card only and the HDFC Bank Credit Card would not be accepted on behalf of the Priority Pass Card. On presenting the Priority Pass Card in the lounges, an imprint / electronic swipe of the Card would be done to take the time of visit for the Cardmember and the accompanying guests. All participating lounges are owned by the third party operators. The Cardholder needs to abide by the rules and regulations of the visited lounge. HDFC Bank or Priority Pass are not responsible for the non-availability or loss arising due to non-availability of lounge or associated services. HDFC Bank does not, by the issue of the Card ensure availability of lounge access to customer. The lounge access is subject to the terms and conditions of PriorityPass and can be changed from time to time. HDFC Bank reserves the right to withdraw the feature at any time with due notice to the Cardmember. Accompanying children are subject to full guest fees unless otherwise stated in the lounge listing. Participating lounges may reserve the right to fix a maximum stay policy to avoid overcrowding. The following is in total discretion of the lounge operator. Participating lounges are not obligated to announce flights, neither HDFC Bank Ltd. or Priority Pass group of companies shall be held responsible for direct and indirect loss arising through the Cardmember or their guests failing to board the aircraft on time. The provision of free alcoholic drinks is at the discretion of each lounge operator and in some cases may be limited. In such cases the Cardmember is liable to pay for all additional consumption. Admittance to lounges are subject to the Cardmember holding a valid ticket of travel on the same day in an airline flying out of the airport in which the lounge is present. Admittance into lounges is subject to members and guests behaving and dressing in an orderly and correct manner. Any infant who causes upset to other users may be asked to vacate the lounge facility. HDFC Bank or PriorityPass are not responsible for any loss due to the mentioned act made either by the Primary Cardholder or the guest.

Lost, stolen and damaged PriorityPass plastics need to be intimated to HDFC Bank for a fresh Card to be issued. In the event of the Cardholder cancelling or not renewing his / her Card Account the PriorityPass membership ceases to exist for the Cardholder. No further benefits regarding the same would be supported through HDFC Bank any further. HDFC Bank Ltd. or Priority Pass Ltd. would not be responsible for any disputes arising between the Cardholder and / or the guest with the third party lounge operator. HDFC Bank reserves the right to withdraw the feature at any given point of time with due notice. The Cardholder indemnifies that he / she would defend and indemnify HDFC Bank Ltd. and Priority Pass or any individual associated with the two companies against and hold each indemnified party harmless from all liabilities, damages, losses, claim, suits, judgments, costs and expenses (including attorney's fees) for injury to or death of any person or damage or destruction of any property arising out of the use of any lounge by the Cardholder and / or his guests or any person in the said lounge at the behest of the Cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.

Any accompanying guests shall be charged at the prevailing retail lounge visit rates, which is currently US\$ 27.00 and which may be changed by Priority Pass Limited from time to time.

LOUNGEKEY PROGRAM

These terms and conditions are in addition to and supplement the terms and conditions set out in the HDFC Bank Corporate Credit Card Cardmember Agreement, as amended from time to time ("**Cardmember Agreement**") accepted by you for usage of the Corporate Card. All capitalised terms used but not defined herein shall have the meaning assigned to such terms in the Cardmember Agreement. Based on the request of the Cardmember and relying on the representations, warranties, covenants and undertakings of the Cardmember contained in the Cardmember Agreement and in these presents, the Cardmember will be provided the ability to access airport lounges which form part of the LoungeKey Associate Plus Airport Lounge Program ("**LoungeKey Program**") owned and operated by LoungeKey Limited ("**LoungeKey**"), subject to the terms and conditions applicable to the LoungeKey Program as prescribed by LoungeKey from time to time ("**Conditions of Use**"). Notwithstanding anything to the contrary contained herein, the Cardmember agrees that the Bank reserves the right to suspend/ withdraw/ terminate the LoungeKey Program at any time without any notice to the Cardmember and the Bank has provided no assurance or representation of the continued access to LoungeKey Program during the continuance of the Corporate Card.

With respect to the LoungeKey Program, the Cardmember hereby acknowledges and agrees that:

1. The Cardmember can obtain information relating to the airport lounges which are part of the LoungeKey Program ("**Lounge(s)**") including, without limitation, the list of Lounges that the Cardmember is eligible to visit and other detailed information about such Lounges (including location, opening times, facilities available and specific conditions applicable to each Lounge) from any of the following sources: (i) HDFC Bank's LoungeKey Program website accessible at www.loungekey.com/hdfcbankcorporate; (ii) the LoungeKey mobile application; and (iii) the LoungeKey customer service call centers, a list of which is available on LoungeKey's website accessible at www.loungekey.com/hdfcbankcorporate and HDFC Bank's LoungeKey Program website accessible at www.loungekey.com/hdfcbankcorporate;
2. The Cardmember shall inform the staff at any Lounge where the Cardmember wishes to enter that the Cardmember is entering under the Lounge under the LoungeKey Program;

CARDMEMBER AGREEMENT

- For obtaining access to the Lounge, the Cardmember must have their Corporate Card or, where permitted under the LoungeKey Program for a particular Lounge, the LoungeKey QR code/barcode in addition to their boarding pass and a form of identification and comply with such other requirements where applicable as per the terms and conditions of the LoungeKey Program as the same may be modified from time to time.
- LoungeKey shall perform an authorisation check on the Corporate Card to ascertain whether the credit limit available on the Corporate Card is at least equal to the amount that the Cardmember is liable to pay in respect of the relevant Lounge visit. In the event that the authorisation check is declined (due to insufficiency of the credit limit or otherwise), the Cardmember shall be denied access to the Lounge.
- In the event that the Cardmember has exceeded the number of complimentary visits available to the Cardmember or where no such complimentary visits are available under the LoungeKey Program, LoungeKey shall be entitled to charge the Cardmember in accordance with terms of the LoungeKey Program for such Cardmember and the guests of the Cardmember (if any) and the Cardmember provides authorisation and consent for any such charges levied by LoungeKey to be charged to the Corporate Card. The Customer acknowledges that all such amounts may be charged to the Corporate Card even after the date of the visit to the relevant Lounge (for which the charge is being made).
- The Cardmember shall be solely responsible for checking that the details of the Cardmember's visit are correct at time of entry into a Lounge and are accurately reflected in the receipt provided at the Lounge.
- The Cardmember shall be solely responsible for being updated on the terms and conditions applicable to the LoungeKey Program as prescribed by LoungeKey from time to time ("**Conditions of Use**") which maybe amended from time to time without any notice to the Cardmember.

The Cardmember hereby agrees and acknowledges that the LoungeKey Program is a program provided solely by LoungeKey and the Bank is merely providing access to the LoungeKey Program to the Cardmember, based on the request of the Cardmember. The Cardmember hereby agrees and undertakes that the Bank shall have no obligations in respect of and shall not be liable to the Cardmember for any risks or costs associated with the LoungeKey Program and/ or any losses, damages or defaults which may be incurred by the Cardmember or any other person in connection with the use of or due to the lack of access to the Lounges.

The Bank shall not be responsible for ensuring availability of access to the Lounges and/or complimentary access to the Lounges. The Cardmember acknowledges and agrees that the access to Lounges under the LoungeKey Program may become chargeable and it is the Cardmember's responsibility to check the Conditions of Use including the charges for using a particular Lounge in advance of accessing such Lounge. The access to a participating Lounge is being procured solely by LoungeKey and is subject to the Conditions of Use which may be amended from time to time without any notice to the Cardmember.

The Bank and/or Mastercard do not assume any responsibility for the products and services offered under this LoungeKey Program. The products are sold and services are provided solely by the Lounge, under such terms and conditions as determined by such Lounge, and the Bank and/ or Mastercard accept no liability whatsoever in connection with such products and services. The products and services have not been certified by the Bank and/ or Mastercard and under no circumstances shall the inclusion of any product or service in this LoungeKey Program be construed as an endorsement or recommendation of such product or service by the Bank and/ or Mastercard.

The Cardmember acknowledges and agrees that the LoungeKey Program membership is linked to and available as a product feature enabled on the Corporate Card. The LoungeKey membership shall automatically cease and be terminated on the Cardmember ceasing to hold a Corporate Card and/ or if the LoungeKey Program ceases to be available as a product feature of the Corporate Card.

The Cardmember expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, damages, fines, penalties, losses, costs and expenses, including attorneys' fees incurred by the Bank as a result of providing access to the LoungeKey Program including, without limitation, in the following cases:

- any claim made or proceeding commenced by any vendor or any other person against the Bank, in relation to the LoungeKey Program; or
- as a result of faulty, inaccurate or unauthorised information having been provided to the Bank/ Mastercard by the Corporate, the Cardmembers and/ or the officers/ employees of the Corporate.

BOINGO WI-FI SERVICES

These terms and conditions are in addition to and supplement the terms and conditions set out in the HDFC Bank Corporate Credit Card Cardmember Agreement, as amended from time to time ("**Cardmember Agreement**") accepted by you for usage of the Corporate Card. All capitalised terms used but not defined herein shall have the meaning assigned to such terms in the Cardmember Agreement. Based on the request of the Cardmember and relying on the representations, warranties, covenants and undertakings of the Cardmember contained in the Cardmember Agreement and in these presents, the

CARDMEMBER AGREEMENT

Cardmember will be provided the ability to utilise the Wi-Fi hotspot access program ("**Boingo Wi-Fi Services**") owned and operated by Boingo Wireless, Inc. ("**Boingo**"), subject to the terms and conditions applicable to the Boingo Wi-Fi Services as prescribed by Boingo from time to time ("**Boingo Terms**"). Notwithstanding anything to the contrary contained herein, the Cardmember agrees that the Bank reserves the right to suspend/ withdraw/ terminate the Boingo Wi-Fi Services at any time without any notice to the Cardmember and the Bank has provided no assurance or representation of the continued access to the Boingo Wi-Fi Services during the continuance of the Corporate Card.

With respect to the Boingo Wi-Fi Services, the Cardmember hereby acknowledges and agrees that:

1. The Cardmember's use of Boingo's Wi-Fi services is subject to Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions, including Boingo's terms of use, privacy and security policies available at www.boingo.com. The Cardmember shall review Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions before enrolling for the Boingo Wi-Fi Services.
2. The Cardmember shall enroll for the Boingo Wi-Fi Services by creating a new account with Boingo by visiting <https://mastercard.boingo.com> ("**Boingo Site**"). The Cardmember shall be required to provide the Corporate Card number on the Boingo Site to determine the eligibility of such Cardmember to enroll for the Boingo Wi-Fi Services. In certain cases, a nominal authorisation charge may be required for validation of the Corporate Card. If the Corporate Card is eligible, the Cardmember shall provide the requisite information required on the Boingo Site to successfully enroll for the Boingo Wi-Fi Services and comply with such other requirements where applicable as per the terms and conditions of the Boingo Wi-Fi Services as the same may be modified from time to time.
3. The Cardmembers will only be permitted to connect up to the maximum number of devices stipulated in Boingo Terms at any time to the Wi-Fi network maintained by Boingo and its partners.
4. The available hotspots in Boingo's network are subject to change at any time and the Cardmember shall visit <http://wifi.boingo.com> for a current listing of hotspots.
5. If the Cardmember has an existing paid Boingo subscription plan, the existing plan will not be automatically cancelled when the Cardmember enrolls for the Boingo Wi-Fi Services. The Cardmember may cancel their existing paid subscription plan, by calling Boingo's dedicated Boingo Wi-Fi at +1 310-893-0177. For local phone numbers or additional contact methods visit <https://mastercard.boingo.com/contact-us>.
6. The Boingo Wi-Fi Services are non-transferable and may be terminated for breach of any terms or conditions, as well as for abuse of the Boingo Wi-Fi account or usage in contravention of the Boingo Terms.
7. The Cardmember shall be solely responsible for being updated on the terms and conditions of the Boingo Wi-Fi Services which may be amended from time to time without any notice to the Cardmember.

The Cardmember acknowledges that the Bank and/ or Mastercard are neither responsible for nor guarantee the quality, security, coverage, availability of or the number of devices of the Cardmember that can be connected to Boingo's network of Wi-Fi hotspots or partners or of the Boingo Wi-Finder application, and the Cardmember agrees that use of the Boingo Wi-Fi network and/ or the Boingo Wi-Finder application is at their own risk.

The Cardmember hereby agrees and acknowledges that the Boingo Wi-Fi Services and the Boingo Wi-Finder application are provided solely by Boingo and the Bank is merely providing access to the Boingo Wi-Fi Services to the Cardmember, based on the request of the Cardmember. The Cardmember hereby agrees and undertakes that the Bank shall have no obligations in respect of and shall not be liable to the Cardmember for any risks or costs associated with the Boingo Wi-Fi Services, the Boingo Wi-Finder application and/ or any losses, damages or defaults which may be incurred by the Cardmember or any other person in connection with the use of or due to the lack of access to the Boingo Wi-Fi Services and/ or the Boingo Wi-Finder application. The Cardmember acknowledges and agrees that all data and information of the Cardmember is being provided by the Cardmember directly to Boingo to enrol in and avail of the Boingo Wi-Fi Services and neither the Bank nor Mastercard are responsible to the Cardmember with respect to such information. Neither the Bank nor Mastercard shall have any obligations and/ or liability to the Cardmember for any risks or costs associated with such information and/ or any losses, damages or defaults which may be incurred by the Cardmember pursuant to the sharing of such information by the Cardmember.

The Bank shall not be responsible for ensuring availability of access to the Boingo Wi-Fi Services and/ or free enrollment and/ or usage of the Boingo Wi-Fi Services. The Cardmember acknowledges and agrees that the access to the Boingo Wi-Fi Services may become chargeable and it is the Cardmember's responsibility to check the terms and conditions of use, including the charges, for using the Boingo Wi-fi Services in advance of using the Boingo Wi-fi Services. The Cardmember agrees that the Bank reserves the right to suspend/ withdraw/ terminate the Boingo Wi-Fi Services at any time without any notice to the Cardmember.

The Cardmember acknowledges and agrees that the Boingo Wi-Fi Services membership is linked to and available as product feature enabled on the Corporate Card. The Boingo Wi-Fi Services membership shall automatically cease and be terminated on the Cardmember ceasing to hold a Corporate Card and/ or if the Boingo Wi-Fi Program ceases to be available as a product feature of the Corporate Card.

The Cardmember hereby provides its consent and authorises:

CARDMEMBER AGREEMENT

1. the Bank to automatically enroll the Cardmember for the Boingo Wi-Fi Services;
2. the Bank to disclose, share, transfer, part with from time to time (including permitting of such disclosure by the card association concerned) without notice to the Cardmember, any or all of the information or data, other documents submitted/ executed by the Cardmember and/ or any other information or data relating to the Cardmember and the Cardmember's usage of the Corporate Card now or hereafter to any person (including, without limitation, to card associations and to Boingo). The Cardmember hereby waives the privilege of privacy;
3. Boingo to process charges on the Corporate Card, where relevant.

The Cardmember expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, damages, fines, penalties, losses, costs and expenses, including attorneys' fees incurred by the Bank as a result of providing access to the Boingo Wi-Fi Services including, without limitation, in the following cases:

1. any claim made or proceeding commenced by any vendor or any other person against the Bank, in relation to the Boingo Wi-Fi Services; or
2. as a result of faulty, inaccurate or unauthorised information having been provided to the Bank/ Mastercard by the Corporate, the Cardmembers and/ or the officers/ employees of the Corporate.

DISCOUNT SCHEMES

Discount offers by the Bank are governed by the Terms and Conditions of the specific promotion offer.

Cardmembers are not bound in anyway to participate in such programmes. Any such participation is voluntary and the offer is made on a 'best effort basis'

HDFC Bank is neither responsible nor guarantees the quality of goods/services at the participating establishments, nor is liable for any defect or deficiency or shortcoming or facilitating process of the goods/services so obtained/availed or redeemed by HDFC Bank Credit Cardmembers at the participating establishments. All participating establishments are independently liable/responsible for the quality of goods/services or otherwise provided by them under this programme. HDFC Bank shall not be liable in any manner whatsoever for any loss/damage/claim that may arise out of use or otherwise of any goods or services availed by the HDFC Bank Cardmembers. HDFC Bank reserves the absolute right to withdraw and/or alter any of the Terms and Conditions of such programmes at any time.

TRAVEL RELATED SERVICES

As a Cardmember of the Bank, you may avail of the exclusive travel related services with the travel agency/hotels/restaurants/business lounges nominated by the Bank from time to time.

However, the Bank reserves the right to cancel/alter/withdraw the facility to the Cardmember(s) without any prior notice.

The Bank does not make any representation and/or warranty of any nature whatsoever on the quality of services rendered by the service providers and shall not be responsible and/or liable in respect of the same in whatsoever manner. Any issue/disputes that the Cardmember may have with the service provider to its services offered/provided must be taken up directly with the service provider only. The Cardmember agrees to absolve the Bank of any related disputes unconditionally.

SCHEDULE OF CHARGES

The charges mentioned are valid as of the date of printing. They are subject to change from time to time at the Bank's discretion with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

BILLPAY

The Cardmember may use the Credit Card to get drafts for payments towards utility bills of companies such as Electricity, Telephones and/or any other Company and entity as may be permitted by the Bank from time to time. The same is presently available up to a maximum of the available cash limit and thereafter as determined by the Bank from time to time. The minimum draft value and Delivery or other Charges will be as specified by the Bank. The transaction will be treated as a Cash Advance. The Cardmember must notify the Bank immediately in the event of a draft being stolen or lost. The Bank will not be liable for misuse of the lost/stolen draft. The Cardmember is required to complete an Indemnity Form available at the Credit Card Division for such re-issue request. At the Bank's discretion a fresh draft will be issued or the existing draft will be cancelled as per the Cardmember's express written instruction.

The Cardmember agrees to provide correct identification details as registered with the billing company. The Cardmember agrees to indemnify the Bank from any liability due to erroneous information in this regard. The Cardmember further agrees and accepts responsibility to intimate the Bank regarding any changes in his identification details.

The Cardmember agrees that the record of instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.

The Cardmember agrees that all transactions other than those executed instantaneously by the Bank, that is those

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requiring processing by the Bank, will be carried out only during business hours and the value dates, if any, will follow the operating hours/days decided by the Bank. The Cardmember agrees that the Bank is at liberty to withdraw at any time, this facility, or any services provided thereunder, in respect of any or all the accounts without assigning any reason whatsoever and with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

DEFINITION OF TERMS ASSOCIATED WITH THE REWARDS PROGRAMME

The Bank reserves the right to vary any of the Terms and Conditions of Use stated below from time to time with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

'Rewards Programme' means the programme offered by the Bank under which its Cardmember/Corporates will be allowed to accumulate Reward Points for purchases (goods and services) made at Merchant establishments by using the card and/or any other card usage deemed eligible by the Bank. The Cardmember/Corporates may be allowed to redeem the Reward Points so accumulated against products and/or discounts and/or services offered by the Bank from time to time.

'Loyalty Programmes' mean the programmes conducted by a strategic partner of the Bank under which Cardmember/Corporate will be allowed to transfer Reward Points to these Loyalty Programmes (as and when made available) as per the Terms and Conditions in the Rewards Programme from time to time. The details of the Reward Points that can be transferred will be updated in the Rewards Catalogue from time to time.

'Reward Points List' means the list published by the Bank from time to time, of the number of Reward Points required to claim a product(s) or service(s) in accordance with the Rewards Programme's Terms and Conditions.

'Reward Points' or 'Points' means units added to or subtracted from a Reward Points records in the Bank's books in accordance with the Rewards Programme's Terms and Conditions.

'Reward Points Record' means a record maintained by the Bank in relation to a Card Account for the purpose of tracking accumulated Reward Points and for determining when the Cardmember/Corporate becomes entitled to claim an item from the Rewards Catalogue.

'Rewards Service Centre' or 'Rewards Redemption Centre' means the centre designated to handle queries on Reward Points/redemption of Reward Points and/or all rewards related queries on the Rewards Programme and/or handle despatch of items and Reward Certificates.

'Rewards Catalogue' hereinafter referred to as the Catalogue, means the catalogue published from time to time by the Bank, of merchandise available for redemption that may be claimed by the Cardmember/Corporate in accordance with the Rewards Programme's Terms and Conditions and any Terms and Conditions in the Catalogue.

'Reward Certificates' means a specific Redemption Voucher issued under the Rewards Programme by the Bank to a Cardmember/Corporate when a request is made by the Cardmember/Corporates for a redemption of Reward Points against products and/or discounts and/or services.

REWARDS PROGRAMME

Reward Points accrued will reflect in the Statement as a message and will reflect as Reward Points Summary. The following will reflect under the Reward Points Status:

- Opening Balance
- Earned

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- Adjusted
- Closing Balance

'Closing Balance' means Reward Points that can be redeemed by the Cardmember/Corporate for merchandise (goods/services) from the Rewards Catalogue or for Rewards Certificate. Reward Points will become available for redemption only when the Reward Points reflect in your Statement of Account in the 'Closing Balance' field. Minimum number of Reward Points that can be redeemed are 500 Reward Points, or as per product feature mentioned on Bank website. HDFC Bank reserves the right to amend the minimum number of Reward Points required for redemption from time to time with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication.

'Reward Points earned this month' means Reward Points that have accrued on the transactions appearing on the Statement of Account.

REWARDS TERMS AND CONDITIONS:

Rewards Programme is voluntary and it is understood that all charges are voluntarily incurred by the Cardmember in the normal course of card usage. Further, nothing contained herein will prejudice or affect the Terms and Conditions of Cardmember Agreement. The terms in this Rewards Programme will be in addition to and not in derogation of the terms contained in the Cardmember Agreement.

Rewards Programme is a feature made available by the Bank and the Bank expressly reserves the right, at any time, to add to and/or alter, modify, change or vary all or any of the Terms and Conditions or to replace wholly or in part, this Rewards Programme by another Rewards Programme, or withdraw it altogether, without assigning any reasons and with due intimation to the Cardmember through the Bank's website and by other acceptable modes of communication, even though the changes may affect Reward Points already accumulated. Cardmembers may be notified of changes to these Terms and Conditions in such manner as determined by the Bank from time to time.

EARNING REWARD POINTS

- 1 Cardmembers may accumulate Reward Points for purchases (goods and services) made at Merchant Establishments by using the card and/or any other card usage deemed eligible by the Bank.
- 2 However, Reward Points will not accrue on interest charges, government taxes/charges, fees, Card Account adjustments resulting from disputed transactions or otherwise, cash advances, quasi cash transactions, and any transaction that is treated as a cash advance, such as transfers from other Financial Institution's Card Accounts, for example Balance Transfer, Foreign Exchange, Travellers' Cheques and gambling chip purchases, utility bills and/or other prohibited transactions also as notified by the Bank from time to time.
- 3 The Reward Points accrued may be accumulated by a Cardmember. Reward Points may also be added to the Cardmember's Point Record for promotional and incentive programmes offered from time to time.
- 4 The number of Reward Points that may be provided from time to time for transactions will be specified in the latest Rewards Catalogue or other communication from the Bank.
- 5 When the Cardmember obtains a refund or reimbursement for charges previously incurred (for example, for returned merchandise or a cancelled transaction) a credit will be issued to the Card Account in the amount of reimbursement granted. Such credits posted to the Card Account including but not limited to those arising from returned goods or services or cancelled transactions, will reduce the Reward Points accrued to the Card Account referable to the adjustments.
- 6 The Bank's computation of Reward Points shall be final, conclusive and binding on the Cardmember and will not be liable to be disputed or questioned.
- 7 Reward Points have no monetary value, except in respect of the value assigned by the Bank, are not convertible and can only be redeemed for items from the Rewards Catalogue. The obligation, if any, to provide Reward Points in accordance with the Terms and Conditions, the Reward List and the Rewards Catalogue is of the Bank and the Cardmember will have no recourse against any Merchant Establishments in respect of Reward Points recorded in the Cardmember's Reward Points Record. There will be no refunds for Reward Points that are redeemed. Reward Points may not be transferred or sold.
- 8 Reward Points will accrue monthly, based on the relevant Card Account billing cycle and use of the Card or Card Account in the previous month. The Bank expressly reserves the right at its discretion to any time establish additional means of accruing Reward Points, to delete any or all of the means currently recognised or to exclude specific types of transactions from accumulation of Reward Points.
- 9 Reward Points will reflect as a message in the Card Statements. The message will indicate Reward Points earned in the current month for the transactions that are specified in the Statement in the month, together with information on Reward Points that are available to be redeemed. The Reward Points for redemption are Reward Points net of total points earned and redeemed for the previous month and net of adjustments (corrections/reversals). Request for missing Reward Points must be submitted promptly in writing to, The Manager - Customer Services, HDFC Bank Credit Card Division and be accompanied by a legible copy of the relevant sales receipts or Card Account Statements. The Bank will investigate all Reward Points queries but reserves the right to be the final arbiter in the event of any dispute. The Bank further reserves the right to adjust Reward Points Records retrospectively in the event of incorrect crediting or otherwise. The Card Statement will not carry the Reward Points message if the Card Account is irregular or is not conducted as per the Bank's Terms and Conditions.

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- 10 The Bank reserves the right to cancel or suspend Reward Points relating to the Card Account if it is in arrears, suspension or default or if the Card Account is or is reasonably suspected to be operated fraudulently. Reward Points earned but not redeemed at the time of death of the Cardmember shall be forfeited.
- 11 The Bank will make reasonable attempts to transmit information on Reward Points on the monthly Card Statements, notices and/or any other material relevant to the Cardmember to advise the Cardmember of various matters of interest including changes to Terms and Conditions of the Rewards Programme. The Rewards Catalogue or the Reward Points list of the Bank expressly disclaims any liability for failure to do so. The Bank will not be responsible for Correspondence on the above to the Cardmember, lost or delayed in the mail. Any Card Statement or notice will be deemed to have been given by the Bank if posted to the Cardmember's mailing address provided to the Bank. The Cardmember is responsible for advising the Bank in writing of any change in address.
- 12 Subject to Clause 11 (mentioned above) the Cardmember's entitlement to redeem Reward Points is based on the Reward Points message in the Card Statement in relation to a Card Account. The number of Reward Points required to acquire Reward Points on various other Loyalty Programmes (as and when introduced) may vary from time to time and the Bank reserves the sole right to change Reward Points allocated.
- 13 In the event a Card Account is closed, the Bank will notify the Cardmember of such closure and any allowable claim for redemption of Reward Points must be made within 30 days of the date of closure. In the event the Rewards Programme is terminated, the Bank will notify the Cardmember of such termination and any allowable claim for redemption of Reward Points must be made within 90 days of the termination.
- 14 Items available for redemption of Reward Points can only be selected from the latest Rewards Catalogue published by the Bank from time to time.
- 15 The Bank will not be liable for any delay or inability in the provision of any items from the Rewards Catalogue caused by circumstances such as and including but not limited to strike or industrial disputes, acts of God, flood, weather, aircraft non-serviceability or unavailability, war or civil disturbance.
- 16 The Bank gives no warranty (whether expressly or implied) whatsoever with respect to products/services (including as to quality/suitability) acquired by the Cardmember under the Rewards Programme.
- 17 Your Corporate may decide to switch off 'Reward Points' on your card, please get in touch with your corporate with regards to any clarification required.

REDEMPTION OF REWARD POINTS

- 1 All questions or disputes regarding eligibility for redemption or eligibility of Reward Points for accrual will be resolved by the Bank at its discretion.
- 2 If a Card Account is in arrears, suspension, default or suspected/proven fraudulent, redemption of Reward Points will not be permissible.
- 3 Cardmember/Corporate may choose to accrue further Reward Points towards a higher redemption value or multiple redemption values; or make a claim for redemption, if sufficient Reward Points have been accumulated subject to the validity of the programme.
- 4 Cardmember/Corporate must accumulate at least 500 Reward Points to be eligible to make a claim for redemption of Reward Points. The Bank reserves the right to change the minimum number of Reward Points without notice and without assigning reasons. The change, if any, caused by redemption will reflect in the Statement of Account in the Closing Balance field.
- 5 All the redemption requests of the Cardmember/Corporate would attract a transaction fee of Rs. 99 (which may be amended by the Bank from time to time).
- 6 Kindly allow 3-4 weeks time for delivery of items redeemed, subject to availability.

The Cardmember can use any of the redemption options specified in the Rewards Catalogue from time to time.

Reward point clause

I understand, acknowledge and confirm that the Corporate Card issued to me by HDFC Bank on the recommendation of my employer, to facilitate payment of the expenses incurred / to be incurred by me for official purpose. I hereby specifically agree and authorise my afore mentioned employer to solely give instructions to HDFC Bank for all matters, deeds or things in connection with the Corporate Card including but not limited to reward points, redemption of reward points, credit balance refund in favour of my employer and HDFC Bank is hereby authorised to act there upon to complete exclusion of any instructions whatsoever received by HDFC Bank from me.

MERCHANDISE FROM REWARDS CATALOGUE

After accumulating the required number of Reward Points, the Cardmember/Corporate may, subject to the number of Reward Points, subject to the time limits for using the Reward Points and any restrictions on the number of redemption options, request for a redemption of Reward Points in accordance with the latest Reward Points List and Rewards Catalogue.

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Cardmember/Corporate should complete the rewards coupon and mail it to the specified address for redemption of the Reward Points. Subject to the Terms and Conditions and any Terms and Conditions in the Rewards Catalogue, the Bank or its duly appointed agent will forward the merchandise requested for to the Cardmember/Corporate only after a request is made for a redemption of Reward Points and only to the Cardmember/Corporate mailing address in India as per the Bank's records. Merchandise will not be forwarded to P.O. Box addresses. If the Cardmember/Corporate does not receive the Merchandise ordered, he should inform the Rewards Service Centre in writing at the earliest. Merchandise once ordered cannot be changed for some other Merchandise within the Rewards Catalogue. Merchandise once ordered cannot be returned/exchanged unless the merchandise is delivered defective. Complaints regarding defective goods and any other queries must be made to the Rewards Service Centre in writing. Complaints on defective Merchandise must be made within seven days of receipt of merchandise. Complaints received thereafter will not be entertained. Some Merchandise may be accompanied by warranty information from the manufacturer. No merchandise/article/gift voucher will be taken back/replaced if returned to HDFC Bank or its representative in a tampered/damaged condition. All warranty claims must be directed to the manufacturer. If damage is evident from the condition to the packaging, Cardmember/Corporate should refuse the consignment and get a refusal note from the courier-company. The refusal notes should be faxed/couriered to the Rewards Service Centre. All disputes relating to merchandise/services are to be taken up directly with the manufacturers/suppliers thereof. All items in the Rewards Catalogue are subject to availability and substitutions may be necessary. Special conditions may apply in relation to individual items.

REWARD POINTS ADJUSTMENTS/DEDUCTION

- 1 Reward Points used to redeem an item from the Rewards Catalogue will be deducted from the Cardmember's Reward Points Record at the time the request is received by the Reward Service Centre and the adjustment will reflect in the next month's Card Statement. All enquiries regarding Reward Points in the Card Statements must be made to the Reward Service Centre within 90 days of the date of issue of the Card Statement. Redemption requests must be made by the Cardmember/Corporate only. Cardmember/Corporate cannot make redemption requests by pooling Reward Points on different Card Accounts. Items once claimed, as Rewards cannot be returned for Points to a Reward Points Record or encashed. Transfer of Reward Points to other Loyalty Programmes will be solely at the discretion of the Bank and subject to the Terms and Conditions applicable to the respective Loyalty Programmes relating thereto from time to time.
- 2 Except as provided in any law which cannot be lawfully excluded or modified by Agreement, the Bank makes no warranties or representations either express or implied and the Bank disclaims any and all liabilities (including consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of Rewards. The Bank expressly disclaims any and all liabilities with respect to negligence and breach of terms implied by law (including statute). The Bank does not accept any liability with respect to death, injury or any consequential loss arising from the supply of a Reward or from the loss, theft or destruction of a Reward.

In the event that the Bank is liable for breach of any item implied by law, the Bank limits that liability where they are entitled to do so to:

Replacements or repair of the merchandise or payment of the cost of replacing or repairing the merchandise and supplying the services against or payment of the cost of having the services supplied again.
- 3 The Bank may at any time and in its discretion, and without prior notice to the Cardmember, withdraw, limit, modify, cancel or increase the continued availability of any Reward or the number of Reward Point(s) required to obtain a particular Reward. The Bank expressly reserves the right to limit the number of multiple redemption options of any one type which a Cardmember may claim at any one time or from time to time.
- 4 The Bank would specify a time frame from time to time within which the Points accrued by the Cardmember/Corporate may be redeemed. Points not redeemed within such specified time limit would be lapsed and the Bank will not be responsible for claim of gifts against such lapsed points.
- 5 Every effort would be made to ensure that the information provided in the Reward Points List, Card Statement and Rewards Catalogue are current before claiming a Reward. However, the Bank expressly disclaims any responsibility for any inaccuracy or mis-description. As the items offered in the Rewards Catalogue may change from time to time the Cardmember/Corporate should always contact the Reward Service Centre to ensure that their Reward Points List, Card Statement and the Rewards Catalogue are current before claiming a Reward.
- 6 Any tax liability, stamp or other duty or other government charge where reporting is required in connection with or on any benefit derived by the Cardmember/Corporate from the use of a card or receipt of a Reward is the Cardmember/Corporate sole responsibility.

SMARTPAY

The term SmartPay shall mean Standing Instructions for Direct Debit authorisation of the Cardholder's HDFC Bank International Credit Card Account towards billings by utility companies.

The term Utility Company shall mean a company, organisation or entity that sends a Bill, statement or invoice, usually a request for payment for a product or service.

HDFC Bank reserves the right to approve/reject the registration forms without assigning any reason whatsoever. • SmartPay application form should be filled by the Primary Cardholder. The facility will be available only on the designated

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Credit Card Account and no other account held with the Bank. • HDFC Bank reserves the right to revoke/stop this facility if the credit behaviour on the card is unsatisfactory. The Cardholder agrees that he would fill up a new SmartPay application form when the Credit Card Account number, address or any specific utility customer ID specified in the application form, is transferred or changed. • It will be the responsibility of the Cardholder to inform HDFC Bank in writing of any change or withdrawal of the SmartPay facility thus availed. Such change or withdrawal will take 30 days to be effected. Failure of the Cardholder to do the same and subsequent debits if any towards utility payments will constitute valid transactions and the Cardholder will be liable to pay the same. • Certain Utilities/Service providers may specify the date on which payment is to be made and notwithstanding any instructions given by the Cardholder in this regard, HDFC Bank shall remit the payment anytime before the Payment Due Date specified by the Utilities/Service providers. • Without prejudice to the generality of the aforesaid processing of all the instructions is subject to the availability of free, clear and available limits in the Cardholder's HDFC Bank Credit Card Account at the time of processing the transaction. In the event of Credit Limits not being wholly available, HDFC Bank shall not process the instructions and shall not make payments to the utility company. • Any disputes arising out of disconnection of the utility facility, penalty from government and late charges on instalment dues arising due to change/revocation of the facility will be the sole responsibility of the Cardholder and the Cardholder will not hold HDFC Bank responsible/liable for the same. • The Cardholder indemnifies HDFC Bank from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the Cardholder and Utility companies or by reason of HDFC Bank acting in good faith or refusing to take or omitting to act on the SmartPay facility. • HDFC Bank shall not be liable to the Cardholder for any loss or damage whatsoever or howsoever arising directly or indirectly including without limitation due to delay or failure to give effect to the SmartPay facility. • HDFC Bank will endeavour to effect payments/carry-out instructions received by it within the Payment Due Date to each utility company. However, HDFC Bank does not warrant that payment/fulfilment of instructions will not be delayed for reasons beyond its control. As the instructions would depend on various electronic technology used from time to time, there could be delays in receipt of any instructions by HDFC Bank from the Cardholder and by the provider of Utilities/Services. • HDFC Bank will not in any way be connected with the disputes between utility companies and the Cardholder. • This facility is available only for utility bills pertaining to residential uses. No commercial utility bills will be paid under this scheme. • Signing of the SmartPay application form does not ensure automatic approval of this facility. • The SmartPay facility is in respect of the entire charges or to the extent of the limit set by the Cardholder on the utility outstanding and the said instruction shall be valid and binding for the validity period and subsequent renewal period of the Card Account unless and until rescinded by the Cardholder in writing to HDFC Bank. No receipt will be given for bills paid through this facility, Cardholder statement is adequate proof that such payment was paid to utility company. • HDFC Bank neither endorses the Utilities/ Services offered, nor is it in any manner party to the contracts that may be executed between the Cardholder and the providers of such Utilities/Services. The providers of Utilities/Services shall be solely responsible to render the Utilities/Services for which payment is to be made by HDFC Bank and HDFC Bank shall not be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc. and shall not be made party to any disputes between the Cardholder and any providers of Utilities/Services. The Cardholder shall not hold HDFC Bank liable for any non-service, delayed service or faulty service rendered by the provider of Utilities/Services and shall not contact or communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS or personal meeting with HDFC Bank in this regard. • HDFC Bank shall be entitled (without prejudice to any other right or remedy it may have) to charge the Cardholder late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid until the actual date of payment. • HDFC Bank may, in its sole discretion, accept any cancellation request by the Cardholder, provided that HDFC Bank has not already made the utility payment for the month for which the cancellation request is made. • Nothing contained herein shall prejudice or affect the Terms and Conditions of the Cardmember Agreement. The terms of this facility shall be in addition to and not in derogation of the terms contained in the Cardmember Agreement. • Nothing contained in the SmartPay facility shall be construed as binding obligation on HDFC Bank or any participating utility company to continue the facility after the facility termination date or substitute by a new or similar facility. • As and when other communication channels are introduced HDFC Bank may be entitled to rely upon all electronic communications orders or messages to HDFC Bank from the Cardholder whether received by email, SMS, on telephone or otherwise in the manner prescribed for the same from time to time by HDFC Bank and HDFC Bank shall not be obliged to verify or make further inquiry into the identity of the sender or the message integrity, of any communications, orders or messages. The Cardholder shall in no circumstance dispute such reliance by HDFC Bank. • All disputes arising out of the SmartPay facility shall be subject to the exclusive jurisdiction of competent courts in Chennai. • The SmartPay nomination will be effective subject to HDFC Bank Credit Card being valid and in good standing. • HDFC Bank may at its sole discretion accept or decline the said SmartPay application form. The record of charges in respect of the above services received or availed by me and submitted by utility companies to my Card Account will neither bear my signature nor the imprint of my card. I therefore undertake to unconditionally honour and pay without demur and contestation all the said charges including interim charges booked by me under this facility, as and when I am billed for the same by HDFC Bank. This Recurring Transaction Instruction shall subsist during the validity period of my card and subsequent renewals thereof. • HDFC Bank is not responsible or liable for any service and/or billing deficiencies or inadequacies of utility companies as the case may be. Furthermore, I affirm that I am liable to honour all my Credit Card commitments irrespective of any grievances/complaints I may have with utility companies. • Cardmember will continue making payments towards the above utility outstanding until I receive an SMS/email/letter confirmation from HDFC Bank indicating that my SmartPay facility has been activated. • Cardmember agrees to communicate termination of facility to HDFC Bank in writing failing which the payment made to the utility company will be construed as valid and binding on me. • Cardmember agrees to resolve disputes (if any) of whatsoever nature directly with the utility company and will not hold HDFC Bank liable for any deficiency of services provided by the utility company. HDFC Bank may change from time to time the utility companies for which SmartPay facility is extended.

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TERMS AND CONDITIONS OF EXPENSE MANAGEMENT SOLUTION

- Expense Management Solution is designed for HDFC Bank Corporate Credit Cardholders only.
- Corporate has the option of enrolling into the Expense Management Solution Programme and that will be available to the Corporate after the corporate fills up the set of documents and sends across to HDFC Bank. HDFC Bank Corporate Cardholder understands that internet transmission lines are not fully encrypted and that web access is not a completely secure means of data management. The Cardholder acknowledges and accepts that such insecure transmission methods involve security risks including possible third party interception risk of possible unauthorised alteration of data and/or unauthorised usage thereof for whatever purposes. The Cardholder specifically agrees to exempt the Bank from, any and all responsibility/liability arising from such misuse and agrees not to hold the Bank responsible for any such misuse and further agree to hold the Bank free and harmless from all losses, costs, damages, expenses that may be suffered by the Cardholder due to any errors and delays. The Cardholder agrees that the same shall not be considered as a breach by the Bank of banker- customer confidentiality.
- In respect of the Corporate Card(s) issued by the Bank in terms hereof, in the event that the Corporate utilises an expense management solution and requests the Bank to share or provides its consent for the relevant card network to share data or information in respect of the Corporate Cards including transactions effected on the Corporate Card(s) with the service provider offering the Corporate an expense management solution ("**Expense Management Data Sharing**"), the Cardholder hereby agrees and undertakes that the Bank shall not be liable for any costs, losses and/or damages incurred directly or indirectly as a result of the Expense Management Data Sharing. The Cardholder hereby acknowledges and agrees that where access to any such Expense Management Solution Programme is provided by a third party introduced to the Corporate by the Bank, whether a service provider, card association or otherwise, the Corporate and the Cardmember shall, if it so desires based on its independent assessment, contract with such third parties and in such cases, the Bank shall not be liable for any obligations, performance, risks or costs associated therewith.
- HDFC Bank does not take any liability of non-availability of the web page due to ISP server problem. Bad/slow connections or any other technical issue at the end of the ISP/Mail servers or the Cardholder's end.
- HDFC Bank Corporate Credit Cardholders are not bound in anyway to participate in this programme. Any such participation is voluntary.
- Any disputes arising out of this programme shall be subject to the exclusive jurisdiction of competent courts in Chennai. The existence of a dispute if any does not constitute a claim against HDFC Bank.

CHANGES TO CARDMEMBER AGREEMENT

The Bank reserves the right to vary any of the above Terms and Conditions of the Cardmember Agreement from time to time with due intimation to the customer. Changed Terms and Conditions shall be communicated through the Bank's website and by other acceptable modes of communication.