

TERMS AND CONDITIONS FOR 'Enet' - Corporate Internet Banking Services for viewing only

We, _____ Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at _____ ("the Client") do hereby agree to the terms and conditions mentioned below which shall be applicable to the Enet Services without rights to carry out financial transactions, referred to hereinafter as viewing /non financial rights.

1. DEFINITIONS:

- 1.1 "Account" refers to the account/s of the Client with the Bank mutually designated for Enet Services from time to time..
- 1.2 "Application Form" shall mean the Client's application for the provision of Services (as identified therein) including all annexures and mandates thereto and as mutually modified from time to time.
- 1.3 "Client" shall mean the person, legal entity availing of the Enet Services under these Terms and Conditions.
- 1.4 "Enet"/ ENet Banking or "Enet Corporate Internet Banking Services" or "Services" wherever used in these Terms and Conditions shall mean the corporate internet based services (including all modifications of such services) as offered by HDFC Bank to its corporate clients from time to time.
- 1.5 "Enet System" shall mean and include all hardware, software, computers, gateways, wiring and any instrument, machine and technique of HDFC Bank or under arrangement with HDFC Bank, used in or for providing the Services.
- 1.6 "HDFC Bank" shall mean HDFC Bank Limited, a banking company incorporated under the provisions of the Companies Act, 1956 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 and unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns
- 1.7 "Site" shall mean the web-site <www.hdfcbank.com> or such other web-site/s through which HDFC Bank provides access to the Enet Services from time to time.
- 1.8. "Terms and Conditions" shall mean these terms and conditions.
- 1.9. "Users" shall mean the representatives of the Client who have the rights to access, view, download, print the Account(s) information including & not restricted to balances, transaction details, statements, advices of the Client through the Enet.

The use of Enet Services are governed by these Terms and Conditions which are in addition to and not in derogation of any other terms and conditions applicable to the Client.

2. SERVICES:

2.1 At our request, HDFC Bank has agreed to provide the following Services through ENet with viewing/non financial rights for the specific purpose of :

1. Balance Enquiry, Print, Download
2. Statement Enquiry, Print, Download
3. Any additional service, which the Bank may decide to provide from time to time

2.2. Subject to these Terms and Conditions, HDFC Bank agrees to provide to the Client the abovementioned Services through the Site. The mode and manner of providing the Services shall be at the discretion of HDFC Bank. HDFC Bank reserves the right to decide the Services to be offered to the Client. HDFC Bank shall be entitled to modify the Services from time to time and shall endeavour to inform the Client of such modifications. All changes in the Services desired to be obtained shall be with the prior consent of HDFC Bank.

2.3 The client agrees and confirms having accepted all the terms and conditions prescribed by the Bank in respect of the corporate internet facility and all future revisions, modifications from time to time prescribed by the bank shall be accepted without any demur and the same shall be valid and binding on the client

3. COVENANTS OF THE CLIENT:

In consideration of HDFC Bank performing the Services as mentioned above, the Client hereby declares, assures, undertakes and covenants as under:

- 3.1. The Client and members of its organisation, including the Users are Internet users and have a knowledge of the use and functionality of the internet. .
- 3.2. The client declares that the client has all the basic infrastructure for accessing ENet. It shall be the obligation of the client to upgrade its software, hardware and operating system at its own cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to vary or upgrade its services, software, hardware and operating system from time to time.
- 3.3. The Client is aware that the Bank shall issue user id's and passwords to the client, which is to be quoted by the client for operation of and availing of the aforesaid services The Client undertakes and agrees to keep the password/s provided / chosen by the Client and its Users, absolutely confidential and is bound by any transaction which is authenticated by HDFC Bank on the usage of the correct passwords/Identities. All Passwords chosen by the Client would require to have such minimum characters or strings as HDFC Bank may from time to time specify. Any illegal or unauthorised use of the password shall be at the Client's risk. Use of the password and/or availing any of the aforesaid services, the client automatically and unconditionally agrees, accepts and is bound by the terms and conditions applicable to the use of such services.

3.4. Internet Frauds:

HDFC Bank shall adopt security measures as available in the industry from time to time. However the Client acknowledges that the technology used including the Internet is susceptible to a number of frauds, misuse, hacking, virus, malicious, destructive or corrupting code, programme or macro which could affect Services . This could result in delays or failure in the Services and any other such failures and HDFC Bank shall not be responsible for the same.

3.5 Proprietary Rights:

The Client acknowledges that the software and hardware underlying the Enet services as well as other Internet related software which are required for accessing Enet are the legal property of the respective vendors. The permission given by HDFC Bank to access Enet will not convey any proprietary or ownership rights in the said software or hardware. The Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying Enet or create any derivative product based on the software / hardware.

3.6 Changes in Setup Instructions:

Any and all changes in the Application Form with respect to. users. Accounts, access rights, facilities and any other related service shall be communicated by the Client to HDFC Bank in the manner stipulated by HDFC Bank along with accompanying corporate resolutions. The Client shall ensure that there are no mistakes and errors in the information and instructions given by the Client to HDFC Bank in the Application Form shall be binding as applicable from time to time

4. MAINTENANCE OF HDFC BANK ENET SYSTEM:

4.1 HDFC Bank may from time to time upgrade, modify, alter or perform maintenance services on HDFC Bank's Enet System (hereinafter collectively referred to as "Maintenance Services"). HDFC Bank shall endeavour to give prior notice of the routine maintenance service.

4.2 HDFC Bank shall not be liable for any losses, damages and/or expenses incurred by the Client in respect of any loss of access and/or use or interruption in the use of the Enet System or Services due to the Maintenance Services being performed on the same.

5. CONFIDENTIALITY & DISCLOSURE:

The Client hereby authorises the use of confidential information of the Client by HDFC Bank and the transfer by HDFC Bank of any information relating to the Client to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of HDFC Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the Services to the Client, and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, regulatory or legal process.

6. Client's Indemnities:

The Client hereby undertakes and agrees to indemnify HDFC Bank and hold HDFC Bank harmless and keep HDFC Bank at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of HDFC Bank on a solicitor and own client basis) awards, damages, losses and/or expenses however arising directly or indirectly as a result of the breach of the Terms and Conditions by the Client or/and otherwise relating to the rendering by HDFC Bank of the Services.

7. No WARRANTY:

HDFC Bank's sole obligation and Client's sole and exclusive remedy in the event of interruption to the Services or loss of use and/or access to HDFC Bank's Enet System shall be to use all reasonable endeavors to restore the services and/or access to the Enet System as soon as reasonably possible. HDFC Bank makes no other express or implied warranty with respect to the Services provided hereunder, including without limitation any warranties of uninterrupted/ error-free performance of the Enet System, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

8. LIMITATION OF LIABILITY:

Without prejudice to any other provisions of these Terms and Conditions, HDFC Bank shall not be liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly whether for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Services and/or this Agreement, including without limitation any loss of data, interruption or stoppage to the Customer's access to and/or use of the Enet mechanism; or arising out of the performance of the Services or otherwise.

9. TERMINATION:

9.1 HDFC Bank reserves the right to discontinue all or any of the Services at any point of time, but HDFC Bank shall endeavor to provide a prior notice to the Client in this regard. HDFC Bank shall not be liable for any damages, claims of any nature whatsoever by reason of such termination of agreement or discontinuation of the Services.

9.2 Both the Parties are entitled to cancel the Services provided herein by giving a 15 prior notice to the other party in this regard.

10. NOTICES:

10.1 All notices and communications under this Agreement shall be in the manner prescribed by this Agreement or acceptable to HDFC Bank from time to time.

10.2 All other notices, communications and writings pursuant to this Agreement may be delivered by hand, by mail, by overnight courier service to (i) if to HDFC Bank, 2nd floor, Corporate banking, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 13 (ii) if to the Client to the address provided in the Application Form. All notices shall be deemed to be given (a) if delivered by overnight courier or hand delivery, only on actual delivery; (iii) if by mail then within 48 hours of postage of the same.

11. GENERAL:

11.1 Force Majeure:

HDFC Bank shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the HDFC Bank, including without limitation, unavailability of any communication system, breach or virus in the processes or Payment and Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorised access to computer data and storage devices, computer crashes, etc.

11.2 Non- Transferability and Non-Assignability:

The grant of the facility of Enet to a Client is not transferable under any circumstance and shall be used only by the Client. The Client shall not assign this agreement to any other person. HDFC Bank may subcontract and employ agents to carry out any of its obligations under this Agreement.

12. Governing Law and Jurisdiction:

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the competent Courts at Mumbai only.

Signature of Authorised Signatories of the Client :

Place:

Date :