HDFC BANK
We understand your world

ENet™ /Corporate Internet Banking Services - Application Form

1. CLIENT INFORMATION

Existing ENet Setup ?: ☐ **Yes | Domain / Group ID** _____ ☐ **No**

Date of Application	:	D D M M Y Y Y Y
Company Name	:	
Company Address	:	

Contact person details

Full Name	:	
Telephone/Mobile No.	:	
E-mail ID	:	

2. ACCOUNTS MAPPING INFORMATION

Bank Account Number	Account Name as per Bank's record

3. PAYMENT MODULE

☐ **On Screen**   ☐ **Bulk Upload**

Business Product / Purpose		RTGS	NEFT	A2A	IMPS	Cheque	DD	ECMS
Payment Product								
Vendor	☐							
Salary	☐							
Tax	☐							
Reimbursements	☐							
Redemption	☐							
Loan Disbursement	☐							
OAT	☐							

Special Instructions (If any)	

Access Required	**Mobile App** ☐	**Trade on Net** ☐	**Trade on Mobile** ☐
Expiry Days _____	**Beneficiary Validation**	**On Screen** ☐	**Bulk** ☐

4. USER INFORMATION

User Full Name	* User Role	User Email ID	Mobile Number
PLEASE ATTACH AS SEPARATE ANNEXURE (if applicable)			

* I = Inputter ǀ **A** = Authoriser ǀ **V =** Verifire ǀ **W** = Only View

Signature(s) of authorised signatory / ies along with the company stamp

5 USER ACCESS RIGHTS INFORMATION | Business Products Array (Please TICK to enable below options for each user)

User Full Name	Account No for access	Only View	Vendor	Salary	Tax	Reimbur-sement	Investment	Redemption	Loan Disbursement	OAT	Others Please Specify
				PLEASE ATTACH AS SEPARATE ANNEXURE (if applicable)							

** On Screen = O / Bulk = B, Please mention either O or B or O/B infront of each name

** All Payment products as defined in section 3 will be enable to all the users mentioned above

6 BENEFICIRY INFORMATION FOR MAPPING

Beneficiary Code	Beneficiary Name	Beneficiary A/C No	IFSC Code	E-mail ID
	PLEASE ATTACH AS SEPARATE ANNEXURE (if applicable)			

** All Payment products as defined in section 3 will be enable to the beneficiaries mentioned above

7 BULK TAX REGISTRATION FORMAT
FOR DIRECT TAXES (CBDT)

Pan / Tan No	Full Name (Client)	Name of Premises / Building	Flat / Door / Block No	Road / Street / Lane	Area / Locality	state	Pin Code
		PLEASE ATTACH AS SEPARATE ANNEXURE (if applicable)					

Note:

- Terms and conditions to be executed with Rs 600/- franking.
- All pages of the application form and terms and conditions to be duly signed by the authorised signatories along with the company stamp.
- Bulk Tax registration details (Refer Section 7 above) to be enclosed as separate annexures , duly signed by the authorised signatories along with the company stamp.

We have read and understood the terms and conditions (as stated overleaf and copy of which along with the said set-up is in our possession) relating to Enet facility. We accept and agree to be bound by the said terms and conditions and any changes made to it from time to time.

Signature(s) of authorised signatory / ies along with the company stamp

For Bank use only :

RM Name & Emp Code :

Signature :

Terms and Conditions for ENet™ /Corporate Internet Banking Services

1. Definitions:

1.1 **"Account(s)"** shall mean the account(s) of the Customer opened and maintained with HDFC Bank from time to time, which have been designated for ENet™ Services and shall mean and include all existing, new and future accounts of the Customer opened and maintained with HDFC Bank designated for this purpose.

1.2 **"Customer"** shall mean the person/entity availing of the ENet™ Services under these Terms and Conditions, including a Trade and FX Customer.

1.3 **"Digital Certificate"** shall mean a method for the exchange of data securely over the internet using the Public Key Infrastructure (PKI) on an identified and specific computer terminal and shall be one of the methods of verification (a) of the identity of a Customer/ User at the time of logging onto the ENet™ Services; or (b) that an Instruction or a communication for initiating, amending or cancelling an Instruction has been given by a Customer/User.

1.4 **"Digital Token"** shall mean a unique OTP being generated by a mobile application and shall be one of the methods (a) for authenticating the Handset on which such mobile application is downloaded (b) of verification of the identity of a Customer/ User at the time of logging onto the ENet™ Services; (c) for verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction has been given by a Customer/User.

1.5 **"ENet™"** or **"ENet™ Services"** or **Corporate Internet Banking** or **Corporate Internet Banking Services** shall mean the internet payment and other banking services offered by HDFC Bank to its Customers under these Terms and Conditions including without limitation fund transfer/payment services (through NEFT/ RTGS/ IMPS/ any other payment mode as may be designated by HDFC Bank), cheque/ demand draft/ pay order facilities, Trade & Foreign Exchange Services and such other services as may be permitted by the RBI from time to time and that may be made available by HDFC Bank at its discretion, and shall also include all modifications of the aforesaid services as HDFC Bank may make from time to time. Reference to **"ENet™"** and **"ENet™ Services"** in these Terms and Conditions shall include **Corporate Internet Banking** and **Corporate Internet Banking Services**, respectively.

1.6 **"Handset"** shall mean a mobile handset or a tablet or any other similar device on which the mobile application required to generate a Digital Token is downloaded.

1.7 **"Instruction(s)"** shall mean and include all communications made or instructions given by the Customer/Users to HDFC Bank, by following the Security Procedure, for carrying out any financial or non-financial activities offered under the ENet™ Services, including any payment instructions for making a remittance or transfer of funds or stop-payment instructions or requests for cheque books or statements.

1.8 **"OTP"** shall mean a one-time password/ one-time personal identification number.

1.9 **"Physical Token"** shall mean a unique OTP generated by a hardware device, provided by HDFC Bank to the Customer and shall be one of the methods (a) of verification of the identity of a Customer/ User at the time of logging onto the ENet™ Services or (b) for verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction have been given by a Customer/User.

1.10 **"RBI"** shall mean The Reserve Bank of India.

1.11 **"Regulations"** shall mean all rules, regulations and/or guidelines issued by the RBI or any other governmental or regulatory or statutory authority from time to time in relation to the ENet™ Services and the Trade & Foreign Exchange Services.

1.12 **"Security Procedure"** shall mean such procedure(s) as may be prescribed by HDFC Bank, from time to time, for the purposes of (a) verification of a Customer/ User at the time of logging onto the ENet™ Services; (b) verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction is that of the Customer/User, including vide usage of a: (i) Physical Token; or (ii) Digital Token; or (iii) Digital Certificate, and also for detecting error in the transmission of Instructions.

1.13 **"SIM"** shall mean the subscriber identification module.

1.14 **"Terms and Conditions"** shall mean these terms and conditions as may be amended, modified and/or supplemented by HDFC Bank from time to time.

1.15 **"Trade and FX Customer"** shall have the meaning assigned to the term in Schedule I hereto.

1.16 **"Trade & Foreign Exchange Services"** shall mean the provision of trade and foreign exchange related products and services, hosted through the ENet™ Services portal, by HDFC Bank, such as issuance of letters of credit/ guarantees/ making payments for import/ non-import obligations and/ or any other trade related services provided by HDFC Bank, on behalf of the Customer, as per the request forwarded by the Customer, and in accordance with the additional terms and conditions as set out in **Schedule I** hereto.

1.17 **"Users"** shall mean the representatives of the Customer who have the rights to access the Accounts of the Customer through the ENet™ and shall include both Users with viewing rights and Users having inputting, uploading, verification, confirmation, payment and/or authorization rights. Where such authorisation rights are given by the Customer on a joint basis, then this term shall mean such joint Users with authorisation rights, as the context or meaning may require.

1.18 **"Website"** shall mean the website <www.hdfcbank.com> or such other web-site as may be notified by HDFC Bank from time to time.

2. Applicability of Terms

2.1 The use of ENet™ Services by a Customer or a User is governed by these Terms and Conditions, the Regulations, applicable laws and other regulations, internal policies and guidelines of HDFC Bank, and such other terms and conditions as may be specified on the Website. These Terms and Conditions are specific to the use of ENet™ Services, and are in addition to and not in derogation of and are without prejudice to, any other terms and conditions as may be prescribed by HDFC Bank from time to time, applicable to the Customer/ User, including (without limitation) those terms and conditions which are applicable in respect of the Account(s), any services availed by the Customer/ User from HDFC Bank's core banking services, or any services which are not linked to ENet™ Services.

2.2 It is hereby clarified that these Terms and Conditions shall apply to and be binding on a Customer/ User irrespective of the mode or device (whether laptop, desktop, personal computer, mobile or other handheld device, ipad, tablet or any other similar device, by whatever name called) through which the Customer/ User uses, interacts or accesses the ENet™ Services.

3. ENet™ Services:

3.1 Subject to these Terms and Conditions, the Regulations, applicable laws and other regulations, internal policies and guidelines of HDFC Bank, and such other terms and conditions as may be specified on the Website, HDFC Bank shall provide the ENet™ Services to the Customer.

3.2 For availing of, or ceasing to avail of the ENet™ Services, or any part thereof, the Customer shall make a separate application to HDFC Bank in the format prescribed by HDFC Bank.

3.3 Not with standing the generality of the aforesaid, HDFC Bank, at its sole discretion, may:

3.3.1 Classify/ mark/ categorise any Customer/ User/ User id as 'dormant' **("Dormant User"),** if the Customer/ User has not logged into the platform for accessing ENet™ Services, through the registered user id, for a continuous period of 120 (One Hundred and Twenty) **[calendar days]** from the date such Customer/ User last logged-in on the designated platform for accessing ENet™ Services by using the registered User id. Pursuant to such classification/ marking/ categorising of any Customer/ User/ User id as dormant, such Customer/ User will be unable to access any ENet™ Services from the relevant User id without re-activation of such Dormant User. In order to re-activate a Dormant User, the relevant Customer (through a User)/ User may provide a written instruction (including by way of an e-mail) to HDFC Bank, at the communication details specified by HDFC Bank, requesting re-activation of the Dormant User **("Re-activation Request"),** and upon receiving the Re-activation Request, HDFC Bank may, at its sole discretion, approve such request for re-activation and grant access back to the Customer/ User by re-activating the User id.

3.3.2 Delete/ disable the Customer/ User/ User id and prohibit the access of ENet™ Services of or by such Customer/ User/ User id **("Disabled User"),** if the Customer/ User has not logged into the platform for accessing ENet™ Services, through the registered User id, for a continuous period of 540 days) [calendar days] from the date such Customer/ User last logged-in on the designated platform for accessing ENet™ Services by using the registered User id. Pursuant to any Customer/ User/ User id being designated as a Disabled User, such Customer/ User will be unable to access any ENet™ Services from the relevant User id and HDFC bank shall not re-activate the Disabled User under any circumstances. A Customer/ User in respect of any Disabled User shall be required to provide a fresh application to HDFC Bank for availing of the ENet™ Services, or any part thereof, in the format prescribed by HDFC Bank.

3.3.3 HDFC Bank shall not be liable for any losses, damages or costs whatsoever, whether direct or indirect, arising from or in relation to or pursuant to a classification/ marking/ categorising of any Customer/ User/ User id as a Dormant User or a Disabled User in the manner set out in this Clause 3.3.

3.4 HDFC Bank, at its sole discretion may, at the request of the Customer, extend the ENet™ Services to any other existing/ new Accounts, and these Terms and Conditions shall automatically apply to such further use of the ENet™ Services by the Customer.

3.5 HDFC Bank shall be entitled to modify and/or upgrade the ENet™ Services, or the mode or manner of provision of the ENet™ Services or the extent of the ENet™ Services from time to time and shall endeavour to inform the Customer of such change in ENet™ Services. HDFC Bank reserves the right to suspend all or any of the ENet™ Services provided to the Customer without being required to provide any prior notice and without assigning any reason therefor.

3.6 HDFC Bank may, at its sole discretion, choose to extend/enable any new ENet™ Services to the Accounts of the Customers and these Terms and Conditions and any modifications thereto in respect of the new ENet™ Services shall automatically apply to such new ENet™ Services extended/enabled by HDFC Bank and the Customer shall be bound and continue to remain bound by the same. Provided that, the Customer may, by a written request to HDFC Bank, choose to disable/opt out of such new ENet™ Services. Provided further that, the Customer agrees to and shall, be bound by all transactions carried out/actions taken during the period during which such new ENet™ Services had been enabled/extended to the Accounts of such Customers by HDFC Bank.

4. Amendment to Terms and Conditions:

4.1 Notwithstanding anything contained elsewhere in these Terms and Conditions, where HDFC Bank decides to upgrade or modify the ENet™ Services or the mode or

manner of provision of the ENet™ Services or the extent of the ENet™ Services or provide new ENet™ Services to the Customer, such upgrades, modifications and new ENet™Services shall be subject to such additional terms and conditions as may be stipulated by HDFC Bank, and HDFC Bank may amend or supplement any of these Terms and Conditions, at any time, if such amendment is required, which amendment shall *ipso facto* form a part of these Terms and Conditions and shall be automatically binding on the Customer. HDFC bank shall endeavour to inform the Customer of such changes.

5. Security Procedure:

5.1 The Customer and each User shall, at its own risk and consequences, access and use the ENet™ Services by following the Security Procedure prescribed by HDFC Bank from time to time, including the use of a: (i) Physical Token; or (ii) Digital Token; or (iii) Digital Certificate at the time of (a) logging onto the ENet™ Services and/or (b) for verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction has been given by a Customer/ User, together with User ids and password(s) or OTPs or any other suitable means of authentication as decided by HDFC Bank. In addition, HDFC Bank may advise the Customer to adopt such other Security Procedure(s) and means of authentication as HDFC Bank may require from time to time, and the Customer agrees to abide by such additional Security Procedure.

5.2 The Customer and the Users authorized by the Customer shall keep all OTPs and passwords, including any password used to encrypt the private key, confidential and well protected and should not reveal the same to any unauthorized person or other third party, including to any employees and representatives of HDFC Bank. HDFC Bank shall in no manner be held responsible, if the Customer incurs any loss as a result of an OTP or password being disclosed by the Customer or User to any unauthorized person or other third parties.

5.3 The Customer shall ensure that each User who avails of digital signatures for the purpose of using the ENet™ Services shall generate the private key and the public key by following the instructions prescribed by HDFC Bank, and the Customer shall be bound by the private key and the public key so downloaded/generated by the User(s). The Customer shall be responsible for the safe custody of the private key and the Customer would be responsible for, and bound by, any and all Instructions given and/or transactions carried out by the applicable User by using the private key and the public key**.** HDFC Bank shall be entitled to presume as genuine all Instructions given by following/ using the Security Procedure.

5.4 HDFC Bank shall endeavour to adopt appropriate security measures as may be available in the industry from time to time. However, the Customer acknowledges that the technology used including the internet, as well as the use of public/ shared facilities is susceptible to a number of risks, such as misuse, hacking, virus, malicious, destructive or corrupting code, fraudulent transactions, including theft of devices and confidential data, programme or macro, any or all of which could affect the ENet™ Services. HDFC Bank will not be responsible for any loss, delays or failures, whether direct or indirect, caused to or incurred by the Customer/User in the processing of Instructions on account of such risks.

5.5 The Customer shall ensure that any change with respect to or exit of, a User shall be notified to HDFC Bank by close of business of that day, and in any event, no later than by 12 noon of the next working day from such change or exit, along with a request in writing, for disabling or changing the User id and password on the computer terminal on which the Digital Certificate is installed or disabling access to the mobile application required to generate a Digital Token or the Physical Token by the erstwhile User, as the case may be. HDFC Bank disclaims all responsibility and/or liability arising out of the failure on the part of the Customer to provide such intimation of change in or exit of, a User and instructions for disabling or changing the User id and password in a timely manner to HDFC Bank.

5.6 The Customer agrees that HDFC Bank has the right (but not the obligation) to conduct appropriate audits/forensic investigations of the systems of the Customer/ User, through an independent entity appointed either by itself or in consultation with the Customer, as and when deemed to be required by HDFC Bank and the Customer/User agrees that they shall provide all co-operation and assistance and bear all costs in this regard.

5.7 In case the Security Procedure for verification of a Customer/ User is vide use of Digital Certificate(s), the Customer/User shall ensure and/or acknowledges as follows:

5.7.1 The email (specifying the domain id, the user id and also containing a digital certificate generator URL) generated by HDFC Bank upon registration of the user ids by the Customer/User into the ENet™ system, and sent to each registered User at their registered email id, shall only be accessed from the computer terminal from which the ENet™Services shall be used by the Customer and by the registered User.

5.7.2 The Customer/User acknowledges that the Digital Certificate is system specific to the computer terminal and is non-exportable. If a Customer procures its own Digital Certificate, it shall ensure that the same is non-exportable and shall share the public key with HDFC Bank, immediately. The Customer acknowledges that if it uses a Digital Certificate procured from a third party, HDFC Bank shall not be liable for any losses, damages or costs whatsoever, whether direct or indirect, arising from or in relation to any failure in the Customer's computer terminal to integrate with HDFC Bank's systems.

5.7.3 The Customer/User shall ensure that the computer terminal(s) where the Digital Certificate(s) are installed is secure and is not accessed by anyone other than the User(s) and is effectively maintained and regularly updated and is capable of secure processing, storage and transmission of confidential and other information and the computer systems, software and networks are adequately protected (in accordance with the standards prevalent in the market and as may be

reasonably expected by an entity/individual similar to the Customer/User to maintain) against unauthorised access, computer viruses or other malicious codes and other events that could compromise data integrity and security. HDFC Bank shall not be liable for any losses, damages or claims, whether direct or indirect, arising out of or in relation to any unauthorised access or transactions or Instructions being initiated or effected from the concerned computer terminal in which the Digital Certificate has been installed (including but not limited to such unauthorised transactions or Instructions being effected on account of any theft/ loss/ misplacement of such computer device), non-maintenance or lack of regular updation of the Customer/User's computer and security systems, networks and/or the software and/or any computer viruses or other malicious codes and other events that could compromise the computer terminal's data integrity and security. HDFC Bank shall neither be liable to refund any monies that may have been remitted from a Customer's Account under the aforesaid circumstances nor does it undertake to recover such sums of money from any third party.

5.8 In case the Security Procedure for verification of a Customer/ User is vide use of Digital Token, the Customer/User acknowledges and shall ensure as follows:

5.8.1 The mobile application required to generate a Digital Token is an application on a Handset binding through an internal random number generated during the mobile application installation and will be stored in the keychain of an UUID (Universal Unique Identifier) for application and is not linked to the SIM of that Handset and shall continue to function in the absence of such SIM.

5.8.2 The Customer understands and acknowledges that the mobile number of the User is used only for the purposes of initial download of the mobile application required to generate a Digital Token and any subsequent generation of OTPs for accessing the ENet™Services and provision of Instructions would be though the mobile application required to generate a Digital Token as existing on the Handset and does not require any SIM. The Customer/User shall ensure that once the Handset binding is completed, the Handset or the mobile application required to generate a Digital Token is not accessed by any unauthorised person and/or the User id and the password are not disclosed to any person other than the registered User. HDFC Bank disclaims all responsibility/liability on account of access of the Handset (with SIM or otherwise) or the mobile application required to generate a Digital Token by any unauthorised person other than the registered User and all transactions posted or Instructions given through OTPs generated through the mobile application required to generate a Digital Token shall be binding upon the Customer.

5.8.3 HDFC Bank shall not be responsible for any losses, damages or claims, whether direct or indirect arising from or in relation to the theft/loss/misplacement of the bound Handset or its unauthorised use/access by any person (including without limitation any employee or ex-employee of the Customer). Without prejudice to what is stated in Clause 9, the Customer shall ensure that any theft/loss/misplacement of the bound Handset is communicated by the Customer to HDFC Bank by close of business of that day when such event has occurred, and in any event, no later than by 12 noon of the next working day, along with a request in writing, for disabling the access to the mobile application required to generate a Digital Token on the lost/ stolen/misplaced Handset. HDFC Bank disclaims all responsibility and/or liability arising out of the failure on the part of the Customer to provide such intimation of theft/loss/misplacement of a bound Handset along with the instruction for disabling the access to the mobile application required to generate a Digital Token on the lost/stolen/misplaced Handset, in a timely manner to HDFC Bank. In any event, HDFC Bank shall neither be liable to refund any monies that may have been remitted from a Customer's Account under the aforesaid circumstances nor does it undertake to recover such sums of money from any third party.

5.9 In case the Security Procedure for verification of a Customer/ User is vide use of Physical Token, the Customer/User acknowledges and shall ensure as follows:

5.9.1 The Customer/User shall ensure that the OTP sent by HDFC Bank to the registered email of the User for initial access to the Physical Token and for provision of Instructions, shall not be disclosed to any third person other than the User and the Physical Token shall only be accessed by the Customer/User using the OTP sent by HDFC Bank. HDFC Bank shall not be responsible for any losses, damages or claims, whether direct or indirect arising from or in relation to the theft/loss/ misplacement of the Physical Token, the disclosing of the OTP sent by HDFC Bank for initial access to the Physical Token or disclosing of the OTP sent by HDFC Bank for provision of Instructions, or any unauthorised use/access of the Physical Token by any person (including without limitation any employee or ex-employee of the Customer). Without prejudice to what is stated in Clause 9, the Customer shall ensure that any theft/loss/misplacement of the Physical Token is communicated by the Customer to HDFC Bank by close of business of that day when such event has occurred, and in any event, no later than by 12 noon of the next working day, along with a request in writing, for disabling the lost/stolen/misplaced Physical Token. HDFC Bank disclaims all responsibility and/or liability arising out of the failure on the part of the Customer to provide such intimation of theft/loss/ misplacement of the Physical Token along with the instruction for disabling the lost/stolen/misplaced Physical Token, in a timely manner to HDFC Bank. In any event, HDFC Bank shall neither be liable to refund any monies that may have been remitted from a Customer's Account under the aforesaid circumstances nor does it undertake to recover such sums of money from any third party.

6. Instructions:

6.1 All Instruction(s) (including any Instructions for payments using NEFT/ RTGS/ any other payment method prescribed by RBI and permitted by HDFC Bank) received from the Customer by HDFC Bank shall only be processed during banking hours on working days / such hours as prescribed by the RBI and permitted by HDFC Bank in its sole discretion. With regards to Instruction(s) in relation to IMPS transactions, the same shall be processed by HDFC Bank in accordance with the timelines as prescribed by HDFC Bank from time to time. An Instruction will only be

accepted by HDFC Bank if it has been transmitted to HDFC Bank in the manner set out in these Terms and Conditions, by using the Security Procedure prescribed hereunder. HDFC Bank may, in its absolute discretion, but without being under any obligation, make further checks as to the authenticity of any Instruction(s) by use of OTPs or any other mode of verification.

6.2 The Customer is solely responsible for the accuracy and authenticity of the Instructions provided to HDFC Bank and will be bound by any and all Instructions given and/or transactions carried out by any User authorized by it. HDFC Bank shall be entitled to rely upon all Instructions given by the Customer through its User(s) and act on such Instructions. The Customer acknowledges and agrees that in the event of any inaccuracy in any information and/or Instruction, there could be consequent erroneous transfers. All such Instructions shall be final and binding on the Customer. In the event of any dispute on the actual Instructions given to HDFC Bank, the records of HDFC Bank would be final and binding on the Customer and HDFC Bank shall not be liable to the Customer or any third party for any losses, damages or claims, whether direct or indirect arising from or in relation to any inaccuracy in any information and/or Instruction given by the Customer/User to HDFC Bank.

6.3 An Instruction shall remain effective till the earlier of the same being, countermanded by further Instructions by the Customer or, given effect to/ processed by HDFC Bank. If the Customer notices an error in the information supplied by the Customer/User to HDFC Bank in any communication or Instruction, it shall immediately notify HDFC Bank and HDFC Bank will endeavour to rectify such error wherever possible on a "reasonable efforts" basis but under no circumstances shall HDFC Bank be liable to the Customer or any third party for any losses, damages or claims, whether direct or indirect arising from or in relation to any error in the information supplied by the Customer/User to HDFC Bank in any communication or Instruction. In the event of a Customer's Account receiving an incorrect credit by reason of a mistake committed by any person, the Customer authorises HDFC Bank to reverse the incorrect credit at any time whatsoever. The Customer shall be liable and continue to remain liable to HDFC Bank for any unfair or unjust gain obtained as a result of the same.

6.4 If HDFC Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized by the Customer/User; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law, regulation or policy; or (iii) HDFC Bank has reason to believe that the Instruction is issued to carry out an unlawful transaction; or (iv) the Instruction is attached with notice of any special circumstances, then HDFC Bank may, (without being bound to do so) seek clarification from the Customer before acting on any such Instruction or act or refuse to act upon any such Instruction in such manner as it deems fit. HDFC Bank will not be responsible or liable for any losses, damages or claims, whether direct or indirect, incurred by the Customer or any third party arising from or in relation the carrying out or refusal to carry out any Instructions or from any delay in effecting any Instructions in the above circumstances.

6.5 HDFC Bank shall not be responsible for any delay in carrying out any Instructions due to any reason whatsoever, including due to any circumstances beyond its reasonable control or any requirement of law or on account of any shortcoming by any third party, howsoever caused. HDFC Bank will not be responsible or liable for any losses, damages or claims, whether direct or indirect, incurred by the Customer or any third party that results from any delay in effecting any Instructions in the above circumstances.

6.6 If any Instruction cannot be given effect to unless (a) it is supported by requisite physical documentation, including but not limited to in relation to change in domain Users, change of address, addition/deletion/modification of Users, change of Handset for downloading the mobile application required to generate a Digital Token, domain/Account maintenance on ENet™, or (b) it is received from an e-mail address registered with HDFC Bank, including but not limited to a request for User activation, then HDFC Bank shall not be required to act on such Instruction until it receives such documentation or such Instruction from an email registered with HDFC Bank, as the case may be.

6.7 HDFC Bank shall not be liable for any consequences arising out of its failure to carry out any Instructions due to inadequacy of funds and/or credit facilities available in the Account of the Customer; provided that HDFC Bank may at its sole discretion be entitled to carry out any Instructions notwithstanding such inadequacy of funds without seeking the prior approval of or notice to, the Customer, and thereafter, without prejudice to any other rights of HDFC Bank including the right of set-off and lien, the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and pay all related costs and charges.

6.8 In case of any Instruction relating to any foreign currency transaction made by the Customer/User, the exchange rates quoted by HDFC Bank, if any (whether through its Website or otherwise), shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction pursuant to an Instruction is given effect to would be the effective rate for all intents and purposes and will be binding on the Customer.

6.9 Any Instructions given by the Customer should not contravene the provisions of applicable laws and regulations including, without limitation, the Regulations, the Foreign Exchange Management Act, 1999 and various regulations framed thereunder, and other rules and regulations laid down by Reserve Bank of India including Exchange Control Regulations.

7. Authority to HDFC Bank for ENet™ Services:

7.1 The Customer irrevocably and unconditionally authorises HDFC Bank to access all its Account(s) registered for the ENet™ Services, for effecting banking or other transactions performed by the Customer through the ENet™

Services by giving Instructions.

8. Transaction Units:

HDFC Bank may, from time to time, specify maximum and minimum transaction limits for its various ENet™ Services. The Customer shall be bound to comply with such limits imposed by HDFC Bank.

9. Changes in Information:

9.1 Any changes in the information provided by the Customer shall be communicated by the Customer to HDFC Bank in the manner stipulated by HDFC Bank, along with accompanying corporate resolutions and other requisite documentation. The Customer shall be entitled to modify its list of Users from time to time, by giving a letter to this effect to HDFC Bank, along with accompanying corporate resolutions. Any such change shall be effective only after the Customer has been intimated of the implementation of the changes by HDFC Bank, and till such time HDFC Bank shall continue to accept and carry out Instructions received from any of the representatives of the Customer whose names are mentioned in the list of Users then available with HDFC Bank.

9.2 The Customer accepts and acknowledges that any Instruction provided to HDFC Bank for changes in information in the manner set out in Clause 9.1 above, shall be construed to be an Instruction for change in information only with respect to ENet™ Services and that should the Customer require similar changes to be replicated across other services availed of by the Customer from HDFC Bank, including without limitation, HDFC Bank's core banking services, or any other services not linked to ENet™ Services, it shall be the sole responsibility and obligation of the Customer to provide separate instructions in relation to such change in information to HDFC Bank in accordance with the terms and conditions governing such other services. The Customer agrees and acknowledges that under no circumstances will HDFC Bank be liable for any liability, damages or costs incurred by the Customer for its failure to provide suitable instructions for change in information in relation to any other services availed by the Customer from HDFC Bank other than ENet™ Services.

10. Confidentiality & Disclosure:

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

11. Disclaimer of Warranties:

HDFC Bank hereby expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of uninterrupted, error-free, timely or secure performance of the ENet™ systems/ ENet™ Services, title, satisfactory quality, merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement of the ENet™ Services or any transmission of information from HDFC Bank to the Customer being virus free.

12. Indemnity:

12.1 The Customer agrees that the Customer shall indemnify and hold HDFC Bank, its officers, director, agents and employees harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever, whether direct or indirect, which HDFC Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of negligence/mistake/ misconduct on the part of the Customer or breach or non-compliance by the Customer of any of the Terms and Conditions stipulated herein relating to any of the ENet™ Services or by reason of HDFC Bank in good faith taking or refusing to take action on any Instruction given by the Customer or by reason of any data forwarded to HDFC Bank through any media, or by reason of any data corruption, data tampering, unauthorised replications or any other cause, whether of the same or a different nature, unavoidable or beyond the control of HDFC Bank.

13. ENet™ Services Records and Transaction Terms:

13.1 HDFC Bank shall issue to the Customer, if requested for by a Customer, a statement of financial transactions effected pursuant to Instructions received by HDFC Bank, through online / offline mode for verification at the Customer's end. The Customer shall, within a period of 7 (seven) days from the date of any Instruction given by it to HDFC Bank/ upon receipt of the financial transaction statement, report to HDFC Bank any discrepancy in the execution of an Instruction/ the financial transaction statement. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of an Instruction/ the contents of the financial transaction statement or the amount debited to its Account if it fails to report the discrepancy within the aforesaid period. The Customer acknowledges that even if it reports the discrepancy within the stipulated period, under no circumstances shall HDFC Bank be liable to the Customer or any third party for any losses, damages or claims, whether direct or indirect if HDFC Bank has acted reasonably and in good faith.

13.2 All the records of HDFC Bank generated for the transactions arising out of the Instructions, including the time when such Instruction was recorded and when the transaction was effected, shall be conclusive proof of the genuineness and accuracy of the Instructions received by HDFC Bank and the consequent transaction.

13.3 The Customer agrees not to object to the admission of HDFC Bank's records as evidence in any legal proceedings because such records are not originals or are not in writing or are documents generated by a computer.

13.4 HDFC Bank is permitted to utilize all information received by it from the Customer as evidence against the Customer before any competent Court of Law or Judicial or Quasi-Judicial Authority or Tribunal or any other statutory or regulatory or government authority.

14. Termination:

14.1 Subject to this Clause 14, HDFC Bank reserves the right to discontinue all or any of the ENet™ Services at any point of time with 30 days prior notice, save and except in circumstances where HDFC Bank has discontinued all or any of the ENet™ Services as a consequence of the Customer committing any breach of the Terms and Conditions or if it learns of the death, bankruptcy or lack of legal capacity of the Customer/ User.

14.2 Closure of any Account of the Customer will terminate the ENet™ Service with respect to that Account.

14.3 The Customer is entitled to cancel the ENet™ Services provided herein by giving 15 days prior notice in writing to HDFC Bank in this regard.

14.4 HDFC Bank shall not be liable for any damages, claims or losses, whether direct or indirect, of any nature whatsoever by reason of such termination or discontinuation of the ENet™ Services, whether under paragraph 14.1, 14.2 or 14.3 of these Terms and Conditions.

15. Force Majeure:

HDFC Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). "Force Majeure Event" means any event due to any cause beyond the control of the HDFC Bank, including without limitation, network failure, faults in computer systems, storage devices, natural calamities, legal restraints or any other reason.

16. Charges:

The Customer hereby agrees to bear and covenants to pay to HDFC Bank, all the charges applicable to the ENet™ Services, including without limitation, charges in relation to the transactions executed through the ENet™ Services, any charges for installation or maintenance or disabling of Digital Certificates, Digital Token or Physical Token, host to host charges, or any other charges as may be stipulated by the HDFC Bank from time to time and intimated to the Customer through the Website or through any other medium, as HDFC Bank may deem fit or rates/charges mutually agreed from time to time for availing of the ENet™ Services. HDFC Bank is authorised to debit such charges to the Customer's Account(s).

17. Non-Transferability and Non-Assignability:

The grant of the ENet™ Services to a Customer is not transferable by the Customer under any circumstance and shall be used only by the Customer. The Customer shall not assign its rights and/ or obligations in relation to the ENet™ Services or any part thereof to any other person. HDFC Bank may assign its rights and/ or obligations herein or subcontract or employ agents to carry out any of its obligations in relation to the ENet™ Services, with or without the prior written consent of the Customer.

18. Governing Law and Jurisdiction:

The construction, validity and performance of the ENet™ Services and these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the Courts at Mumbai/ _____ and the Customer/User hereby irrevocably waives any objection it may have now or in the future to the laying of the venue of any legal action or proceedings and any claim that any such legal action or proceedings has/ have been brought by HDFC Bank in an inconvenient forum. The Customer shall demonstrate his knowledge and acceptance of the aforesaid terms and conditions by logging onto or otherwise accessing or using HDFC Bank's ENet™ Services. If the Customer does not agree with any of the Terms or Conditions as aforesaid, the Customer should not use or attempt to use HDFC Bank's ENet™ Services in any manner whatsoever including by logging onto the Website.

Schedule I

Terms and Conditions for Trade & Foreign Exchange Services

The contents of this Schedule shall apply only in the event any Customer avails of any Trade & Foreign Exchange Services from HDFC Bank via the portal for ENet™ Services ("**Trade and FX Customer**") and shall constitute an integral and operative part of the Terms and Conditions duly accepted by the Customer and the same shall be read, taken and construed as an essential part of the Terms and Conditions as if the same were specifically set out in the body of the Terms of Conditions and be binding on the Trade and FX Customer with full force and effect.

The terms and conditions set out in this Schedule I shall apply and be binding on the Trade and FX Customer in addition to and without prejudice to the Terms and Conditions.

It is hereby clarified that this Schedule shall apply to and be binding on a Trade and FX Customer/ User irrespective of the mode or device (whether laptop, desktop, personal computer, mobile or other handheld device, ipad, tablet or any other similar device, by whatever name called) through which the Trade and FX Customer / User uses, interacts or accesses the ENet™ Services.

HDFC Bank may, at its sole and absolute discretion, act on any Instruction provided or made by the Customer/ User to HDFC Bank, or which HDFC bank reasonably believes to have been provided or made by the Customer/ User, by e-mail and/or fax transmission (irrespective of whether such Instruction(s) so given are Electronically Signed or not, or are only scanned Instruction(s) e-mailed to HDFC Bank by the Customer/ User.

For the purpose of these Terms and Conditions, an e-mail or Instruction shall be deemed to be "Electronically Signed" if the same has been encrypted/ authenticated by using an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000 or in any other manner/ method/ procedure/ technique as is recognized/ envisaged as a valid method of encryption/ authentication under the provisions of the Information Technology Act, 2000.

The Customer agrees that at all times, HDFC Bank will not be responsible for any losses, damages or costs, whether direct or indirect, that are incurred by a Customer arising from or in relation to misuse of the scanned signatures of any authorised signatories of the Customer.

Role of HDFC Bank

Subject to these Terms and Conditions, HDFC Bank shall provide the Trade & Foreign Exchange Services upon receiving the Instructions of the Trade and FX Customer.

All the Trade & Foreign Exchange Services (including any Instructions received by HDFC Bank from the Trade and FX Customer in relation thereto) shall, in addition to the Regulations, applicable laws and other regulations, internal policies and guidelines of HDFC Bank, and such other terms and conditions as may be specified on the Website, be also governed by the applicable International Chamber of Commerce publications and amendments thereto from time to time.

Role of the Customer

The Trade and FX Customer authorises HDFC Bank to make foreign currency remittances, as per its Instructions, including but not limited to any import payments for bills under collection, import payments for bills under letters of credit, direct payments, non-import payments, and to recover any charges related to the transaction. The Trade and FX Customer agrees that the Customer's/ User's digital/ electronic/ scanned signatures will be used on the Forms A1 and A2 or such other form prescribed by the RBI from time to time, and will be considered a valid document, for submission to any competent authority.

General

The Trade and FX Customer shall be required to submit all necessary documents as required by HDFC Bank and shall be required to submit them in the manner as may be required by HDFC Bank for availing of Trade & Foreign Exchange Services.

Without prejudice to the Terms and Conditions, the following details shall be submitted by the Trade and FX Customer to HDFC Bank for configuration of the Trade & Foreign Exchange Services on a laptop, desktop, personal computer, mobile or other handheld device, ipad, tablet, or any other similar device, by whatever name called, as the case may be.

*Sr No.	*User Id*	User Name to be added	*E-mail id of users*	Mobile number
1				
2				

Signature of the Customer with Stamp

Date: ☐ D ☐ D ☐ M ☐ M ☐ Y ☐ Y ☐ Y ☐ Y