

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") apply to and regulate the GiftPlus Cards (as hereinafter defined) issued by HDFC Bank Limited ("**HDFC Bank**" or "**Bank**"). These Terms and Conditions shall be in addition to and not in derogation to any other terms as stipulated by HDFC Bank, from time to time.

These terms and any attachments or accompanying supplement(s) shall also include the terms and conditions provided on the HDFC Bank's Website (collectively "**the Terms**") and shall govern the usage of the GiftPlus Card.

The following Terms and Conditions shall be applicable to all registrations and use of the GiftPlus Card (defined hereinafter). Any usage, utilization of the GiftPlus Card and/or of the Services (as defined hereinafter) by the Cardholder shall be construed as deemed acceptance of these terms and conditions mentioned herein below including the consent to register and use of the GiftPlus Card.

1. DEFINITIONS

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

"Account" shall mean any savings/current account of the Cardholder with HDFC Bank;

"Alerts" shall mean the customized messages sent as short message service (SMS) over mobile phone or as message via electronic mail or any message or notification through any social media or any other platform to the Cardholder based on consent or instructions set or placed by the Cardholder and/ or HDFC Bank;

"Applicable Law" means any act, statute, law, legislation, sub-ordinate legislation, regulation, enactment, ordinance, treaty, rule, judgment, order, award, decree, bye-laws, rule of common law, clearances, directions, directives, guidelines, policy, licenses, requirement, or any governmental restriction or condition including any similar form of decision of, or determination, application or execution by, or any interpretation or pronouncement having the force of law of any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date hereof or thereafter, as may be amended, replaced, re-enacted, substituted, modified from time to time;

"Applicant" shall mean the person who makes an Application for issuance by HDFC Bank of the GiftPlus Card(s) to the Cardholder;

"Application" shall mean the application duly filled and submitted (electronic, physical or otherwise) by the Applicant for issuance of the GiftPlus Card to the Cardholder, including all annexures and mandates thereto;

"Card Association(s)" shall mean any of Visa, MasterCard, Rupay, Diners, Discover or any other card association as may be specified by Bank from time to time;

"Card Balance" shall mean the unutilized available balance loaded onto the GiftPlus Card(s), from time to time;

"Cardholder" shall mean the individual to whom HDFC Bank has issued the GiftPlus Card(s) based on the Application submitted by the Applicant for issuance of the GiftPlus Card to such individual;

"Customer Care" shall mean the toll-free telephonic customer service facility provided by HDFC Bank to the Cardholders for any GiftPlus Card related queries, which number is set out in the back of the GiftPlus Card or any other customer care facility as may be enabled by the Bank, from time to time;

"Data" shall mean all personal data, transactional data, Derivative Data, any other information, etc., in relation to the Cardholder, including the following (including in relation to past Products):

- (a) know your customer (KYC)/anti money laundering (AML) data;
- (b) information submitted while making any application or request to HDFC Bank for any Product;
- (c) any transactional data generated during the relationship or as a result of any transaction, purchases, statements, entries, logs, in relation thereto;
- (d) credit information;
- (e) any information obtained/received by HDFC Bank from any other source;
- (f) any Derivative Data.

"Derivative Data" shall mean any credit scores, credit information, behavioural projections, profiling, analytical results,

reports (prepared by HDFC Bank internally or other persons) including through any algorithms, analytics, software, automations, profiling etc., and whether such derivative is from the information collected from the Cardholder or in combination with any other information sourced from any other person, database or source whether by HDFC Bank or other persons. The process of arriving at and generation of such Derivative Data involving or through any of the above sub-processes/methods, shall be referred to as **"Derivation"**;

"HDFC Bank Website" refers to www.HDFCbank.com, which is owned, operated and maintained by HDFC Bank;

"GiftPlus Card(s)" or **"Gift PPI"** shall mean the special category of PPI as provided in the PPI Master Directions, bearing the name 'GiftPlus Card' issued by HDFC Bank to the Cardholders pursuant to these Terms and Conditions;

"Governmental Authority" shall mean any Government, department of the Government, local authorities (such as corporation, municipality, panchayat), ministry, commission, board, agency, regulatory authority, instrumentality, court, tribunal or other judicial, quasi-judicial, or administrative body having jurisdiction over the matter or matters in question;

"Merchants" shall mean the merchants and establishments for whom the Bank acts as an acquirer, to accept payment for sale of goods and/or services;

"Mobile Device" shall mean a mobile or any electronic instrument that include(s) smartphones and host voice and data applications;

"PPI(s)" shall mean the 'prepaid payment instrument' and shall have the meaning as assigned to such term in the PPI Master Directions;

"Processing" shall mean any operation or set of operations performed on Data, and includes operations such as collection, recording, copying, using, profiling, organisation, structuring, storage, adaptation, reproduction, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction and the term "Process" and "Processed" shall be construed accordingly;

"Processing Entity" shall mean any credit information company(ies), bureau(s), switches, networks, Card Associations, financial institution(s), settlement, transfer and processing intermediaries, payment aggregators, payment gateways, payments systems, service provider(s), consultant(s), vendor(s), agent(s), third-party sub-contractor(s), fintech entity(ies), co-brand entity(ies)/partner(s), distributor(s), selling/ marketing agent(s), Merchants, any partner(s), collaborator(s), co-lender(s), co-originator(s), merchant(s), aggregator(s), lead generator(s), sourcing entity(ies), client(s), customer(s) or other person(s) with whom HDFC Bank has any direct or indirect arrangement or tie-up or contract for any products or services, any branch, parent/ subsidiary, affiliate, group companies and associates of HDFC Bank, Governmental Authority, investigating agencies, any TPAPs (for whom HDFC Bank acts as PSP bank), or other player(s)/ intermediary(ies) in any ecosystem of which HDFC Bank is a part, and such Processing Entities' service providers, consultants, vendors, etc.;

"Product(s)" shall mean prepaid payment instruments and wallets and/or services in relation thereto including if the Cardholder is an authorised signatory or authorised person or representative of a non-individual applicant/ customer/ user of any services, whether direct or indirect, whether any such Product is of HDFC Bank itself or jointly with others or where HDFC Bank is distributor or under a referral, agency or any other arrangement for Products or any other products and/or services of other persons. The Products, which have been applied/ requested by or availed by the Cardholder (including where the initiation of any transaction is not directly with HDFC Bank but is with a relevant Processing Entity), shall be referred to as **"Requested Products"**;

"RBI" shall mean the Reserve Bank of India;

"RBI KYC Master Directions" shall mean RBI's Master Direction – Know Your Customer (KYC) Direction, no. DBR.AML.BC.No.81/14.01.001/2015-16 dated February 25, 2016, as may be amended, replaced, re-enacted, substituted, supplemented, modified from time to time;

"RBI Regulations" shall mean the guidelines, circulars, notifications, directions, master directions issued by RBI from time to time, as may be amended, replaced, re-enacted, substituted, modified from time to time;

"PPI Master Directions" shall mean the master direction issued by the Reserve Bank of India titled 'Master Direction on Issuance and Operation of Prepaid Payment Instruments' dated August 27, 2021, bearing reference number RBI/DPSS/2021-22/82 CO.DPSS.POLC.No.S-479/02.14.006/2021-22 as may be amended, replaced and/or restated, from time to time;

"Services" shall mean the services provided by HDFC Bank to the Cardholders to enable the Cardholders, subject to respective limits to undertake any of the following: (a) the services in relation to the GiftPlus Card, including to add stored value on the GiftPlus Card in accordance with the PPI Master Directions and these Terms and Conditions, transfer stored

value/ funds from the GiftPlus Card to such bank accounts and/or such other PPIs as may be permitted under the PPI Master Directions and these Terms and Conditions, interoperability, which shall be applicable once HDFC Bank enables the feature, to enable the GiftPlus Card to be used in conjunction with other payment systems, as may be enabled by HDFC Bank at its discretion, (b) other features, functionalities, services, covered in these Terms and Conditions, (c) any other services at the discretion of HDFC Bank as may be enabled from time to time;

"Specified Purposes" shall collectively mean, risk assessment, risk analysis, portfolio sensitivity analysis, fraud checks, fraud detections, fraud prevention, detecting and preventing crime including crime/ terror funding, detecting malpractices or discrepant documents or information, prevention of misuse, assessment of eligibility, financial standing, due diligence, background check, physical and other inspections, verifications, obtaining any reports for any of the above, KYC/ AML checks, customer service, monitoring, any legal proceedings, actions, enquiries, investigations, pursuing any remedies, enforcing rights, reporting including credit reporting, KYC reporting, filing, providing mobile banking, internet banking, digital banking, social media banking, SMS banking, any other digital based banking services, issuance of any debit and/or other cards, sharing of Data with various intermediaries, switches, networks, card associations, settlement, transfer and processing intermediaries, sharing Data with entities managing loyalty programmes, managing, generating and/or implementing any offers, discounts, cashbacks, chargebacks, features, tie-ups with merchants, payment aggregators, payment gateways, payments systems, performance of any legal and/or regulatory obligations, filings, reporting, etc., whether any of these are undertaken internally or through any Processing Entity;

"Taxes" shall mean all taxes, cess, surcharge, duties, imposts, stamp duty, rates, any similar levies in any jurisdictions levied by/collected by/payable to any Governmental Authority (any or all of which, as may be applicable and/or payable now or in future, and whether existing now or in future), interest, penalty and any other obligations in relation to any of the aforesaid including for any past liabilities and obligations, and shall without limitation include all direct and indirect taxes, all types of goods and services taxes, toll taxes, municipal, local, road transport taxes, etc.;

"Transaction(s)" shall mean any transaction(s) (including card-not-present transactions) effected by utilising the GiftPlus Card(s).

2. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural, and vice versa and words of any gender are deemed to include the other genders;
- (b) the terms "hereof", "herein", "hereby", "hereto" and derivatives or similar words refer to these Terms and Conditions;
- (c) references to the words "include" or "including" shall be construed without limitation;
- (d) reference to any clause shall mean a clause of these Terms and Conditions;
- (e) reference to any legislation, law, circular or regulation or to any provision thereof shall include references to any such legislation, law, circular or regulation, as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made, from time to time, under that provision;
- (f) the term "person" includes an individual, a partnership firm, a limited liability partnership, a company (as defined in section 2(20) of the Companies Act, 2013), a body corporate (as defined in section 2(11) of the Companies Act, 2013), a co-operative society, a trust, an association of persons whether incorporated or not and any other entity;
- (g) heading and bold typeface are used only for convenience and shall not affect the interpretation of these Terms and Conditions.

3. APPLICATION FOR AND ISSUANCE OF GIFTPLUS CARD

- 3.1 With respect to the issuance of the GiftPlus Card, the Applicant shall submit to HDFC Bank the complete Application and the information/ documents required by HDFC Bank to be submitted along with the Application including, without limitation, such information and documents as HDFC Bank may require in respect of the person to whom

the GiftPlus Card is required to be issued.

- 3.2 The Applicant shall, at the time of submitting the Application and documents in terms of Clause 3.1 above, make payment of the amount to be loaded on the GiftPlus Card to be issued to the Cardholder in accordance with the procedure stipulated by HDFC Bank in this regard and Applicable Law (including, without limitation, the PPI Master Directions).
- 3.3 HDFC Bank may, at its sole discretion and subject to the fulfilment of such terms and conditions and completion of such other formalities that HDFC Bank may specify from time to time, issue the GiftPlus Card to the Cardholder. The Applicant acknowledges and agrees that the issuance of the GiftPlus Card shall be the sole prerogative of HDFC Bank and nothing contained in these Terms and Conditions (including, without limitation, the submission of the Application and/ or loading of amounts on to the GiftPlus Card in terms of Clause 3.2 above) should be construed as obliging HDFC Bank to issue the GiftPlus Card to any Cardholder.
- 3.4 In the event that the Application made by the Applicant is rejected by HDFC Bank, the refundable amounts paid by the Applicant (if any) shall be refunded by HDFC Bank by crediting such amount to the Account from which such payment was effected by in favour of HDFC Bank or to such other destination as may be permissible in terms of the RBI Regulations, from time to time. Provided that HDFC Bank shall not refund the processing fees and/or any other non-refundable amounts paid by the Applicant.

4. ACTIVATION OF THE GIFTPLUS CARD

- 4.1 The Cardholder and the Applicant hereby acknowledge and agree that the GiftPlus Card, as on the date of its issuance, shall be in a de-activated form and any value loaded on the GiftPlusCard in terms of Clause 3.2 above shall not be utilizable until the GiftPlus Card is activated in terms hereof.
- 4.2 The GiftPlus Card shall be activated subject to: (a) the provision by the Cardholder and the Applicant to HDFC Bank (and/ or its business correspondents/ sub-contractors) of such documents as HDFC Bank may require to conduct its 'know your customer' ("KYC") checks as well as any other documents required by HDFC Bank; (b) the successful completion of the KYC checks in respect of the Cardholder and the Applicant by HDFC Bank; and (c) the provision by the Cardholder of such other information, details and documents as HDFC Bank may require in this regard.
- 4.3 Notwithstanding anything to the contrary contained herein, the Cardholder and the Applicant acknowledge and agree that, in the event that there is any discrepancy in the KYC provided by the Cardholder and/ or the Applicant and/ or non-compliance of the Cardholder and/ or the Applicant with these Terms and Conditions, the RBI KYC Master Directions and/ or the PPI Master Directions, HDFC Bank shall be entitled, at its sole discretion, to immediately cancel/ suspend/ block the GiftPlus Card and shall not be liable for any inconvenience caused to the Cardholder and/ or the Applicant in this regard.

5. USAGE OF THE GIFTPLUS CARDS BY THE CARDHOLDER

- 5.1 The Cardholder and the Applicant acknowledge and agree that:
- (a) the GiftPlus Card is valid only in India and only with respect to payments required to be made in Indian Rupees (INR);
 - (b) the GiftPlus Card is strictly not transferable and is the property of HDFC Bank;
 - (c) the Cardholder shall be able to use the GiftPlus Card only to the extent of the Card Balance available at any given point of time;

- (d) no reload option is available in respect of the GiftPlus Card;
- (e) no cash withdrawal will be allowed on the GiftPlus Card;
- (f) no interest shall be payable by HDFC Bank on the Card Balance;
- (g) the Cardholder and the Applicant shall comply with all Applicable Law;
- (h) the Cardholder and the Applicant agree to comply with the necessary process and procedures stipulated by HDFC Bank for loading value onto the GiftPlus Cards and all applicable requirements of Applicable Law (including, without limitation, the PPI Master Directions);
- (i) the GiftPlus Card shall be permitted to be loaded, in Indian Rupees (INR) only, by debit to a bank account, by linked cards, by other credit and debit cards, Unified Payments Interface (UPI), or through such other means and in such other manner as may be permitted by the RBI under the relevant RBI Regulations and by the Bank, from time to time, provided that electronic loading of the GiftPlus Card must be through the above payment instruments issued by the regulated entities in India.
- (j) the Applicant and/ or the Cardholder may load the GiftPlus Card at the time of Application through the Portal or through such other means and in such other manner as may be permitted by the Bank, from time to time.

5.2 The usage of the GiftPlus Card shall be governed by these Terms and Conditions and all policies, guidelines and instructions provided by HDFC Bank, from time to time, in relation to the GiftPlus Card. Each time a Cardholder uses the GiftPlus Card to effect a Transaction, the Cardholder acknowledges and agrees that the Card Balance shall stand reduced by the value of the Transaction. The Cardholder acknowledges and agrees that notwithstanding anything to the contrary contained herein, HDFC Bank may, in its absolute discretion, decline to honor any Transaction sought to be effected by utilizing the GiftPlus Card despite there being sufficient Card Balance to complete such Transaction, without having to assign any reason thereof.

5.3 The Cardholder acknowledges and agrees that a personal identification number ("**ATM PIN**") provided by HDFC Bank (by itself or through a third party) is required for effecting and authenticating each Transaction using the GiftPlus Card as well as for effecting Transactions for withdrawals from automated teller machines. The ATM PIN shall be issued only to the Cardholder. The Cardholder shall keep the ATM PIN confidential and should not reveal the same to any person, including to any employees and representatives of HDFC Bank. HDFC Bank shall in no way be held responsible, if the Cardholder incurs any loss as a result of the ATM PIN being disclosed by the Cardholder to any third parties and/ or misuse of the GiftPlus Card by a person who has obtained the ATM PIN. The Cardholder acknowledges and agrees that, at any point in time, HDFC Bank may require the Cardholder to follow other technologies for authenticating Transactions and the Cardholder agrees and undertakes to do all such acts, deeds and things as HDFC Bank may require in this regard. The Cardholder acknowledges that the Cardholder shall be under the duty of special care to take extra and special care to ensure the protection and safekeep of the ATM PIN as mentioned hereinabove and the Bank shall in no manner be liable for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise, disclosure or sharing of the same. The Cardholder further agrees and acknowledges that in the event that any Transactions are effected by any unauthorized persons as a result of such disclosure, sharing or any loss of the ATM PIN for GiftPlus Card, all such Transactions shall be deemed to have been done by the Cardholder and all losses which may arise as a result of processing of such Transactions shall be to the account of the Cardholder and the Bank shall not be liable or responsible for such losses. The Bank shall not be in any way liable or responsible in this regard and entire responsibility and liability shall be that of the Cardholder.

5.4 Notwithstanding anything to the contrary contained herein, the Cardholder hereby agrees and acknowledges that the GiftPlus Card shall not be utilized to effect any transaction which is not permitted under the Applicable Law.

- 5.5 The Cardholder shall ensure the following:
- (a) The GiftPlus Card is kept at a safe place;
 - (b) The GiftPlus Card is not allowed to be used by any other individual;
 - (c) The reverse of the GiftPlus Card is signed immediately upon receipt;
 - (d) The ATM PIN is never disclosed to any person or written down where any other person may discover it;
 - (e) The responsibility for any misuse on the GiftPlus Card, once the GiftPlus Card has been delivered to the Cardholder, will rest with the Cardholder and not HDFC Bank.
- 5.6 The Cardholder acknowledges and agrees that HDFC Bank may, from time to time, as per its internal policy, assign monetary thresholds/ limits on the amount of Transactions, which may be effected in any particular day or other frequency. The Cardholder acknowledges and agrees that HDFC Bank shall be entitled to refuse to process any Transaction once any such limits are exceeded irrespective of whether or not such limits have been previously communicated to the Cardholder.. Cardholders shall have the option to control their expenditure by setting limits on their GiftPlus Cards for any Transactions effected through the HDFC Bank Website. Cardholders shall also have the option to either enable or disable any types of Transactions permitted by HDFC Bank.
- 5.7 The Cardholder is not allowed to exceed the available Card Balance, whether through an individual Transaction or a series of Transactions. The Cardholder acknowledges and agrees that if the Cardholder attempts to effect a Transaction where the amounts payable are in excess of the Card Balance, the Cardholder will not be able to do so. In any event, if, for any reason, a Transaction where the amount exceeds the Card Balance is accepted and consequently results in the creation of a negative Card Balance, the Cardholder shall remain fully liable to HDFC Bank for the amount of such negative Card Balance and shall make payment of the same to HDFC Bank forthwith together with interest at such rates as may be stipulated by HDFC Bank, from time to time, from the date of the creation of the negative Card Balance till the date of actual payment of such monies.
- 5.8 Record with Bank of any Transaction undertaken using the GiftPlus Card and correct ATM PIN (wherever applicable) shall be conclusive proof that GiftPlus Card was actually utilized for such amount by the Cardholder himself. Information concerning the GiftPlus Card, including the Card Balance and Transaction history can be viewed online at the Portal or through such other means and in such other manner as may be permitted by the Bank, from time to time.
- 5.9 Any charge or other payment requisition received from a merchant establishment shall be conclusive proof that the charge recorded was properly incurred by the Cardholder.
- 5.10 All refunds and adjustments due to any Merchant/ device error or error in the communication link will be processed manually and the Account will be credited after due verification and in accordance with the relevant card network rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the available balance in the GiftPlus Card without considering this refund.
- 5.11 Subject to such terms and conditions of the GiftPlus Card as it may prescribe from time to time in this regard, refunds (to the extent received) in case of failed / returned / rejected / cancelled transactions shall be applied to the GiftPlus Card, within such time as the Bank may determine, to the extent that payment was made initially by debit to the GiftPlus Card. Provided however that nothing herein shall be construed to mean that Bank has the responsibility or liability to ensure to get such refund or make a demand therefor on the Merchants or other persons, and Bank shall only be required to ensure that the refund when it is actually received is credited to the outstanding balance of the GiftPlus Card. Provided further that any Transaction undertaken using the GiftPlus Card and successfully authenticated using the ATM PIN or One Time Password (OTP) sent to the Cardholder's registered mobile number/ e-mail address, as the case may be, will be considered a valid Transaction and HDFC Bank will not be liable for any refund/ reversal of such authorized Transactions.
- 5.12 However, refunds in case of failed / returned / rejected / cancelled transactions using any other payment instrument shall not be credited to GiftPlus Card.

- 5.13 Information concerning the GiftPlus Card, including the Card Balance and GiftPlus Card history can be viewed online at HDFC Bank Website after due log-in or accessed by calling/writing to the Customer Service Centre details whereof will be available at the back of the GiftPlus Card.
- 5.14 HDFC Bank shall not in any manner be responsible for any disputes regarding goods and services received by the Cardholder including the quality, value warranty, delay of delivery, non- delivery, non-receipt of any goods or services. It must be clearly understood that the GiftPlus Card is only a facility to the Cardholder to avail facilities and HDFC Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any such disputes should be resolved by the Cardholder with the Merchant directly.
- 5.15 In case of any limits applicable in terms of any Applicable Law, from time to time, on the GiftPlus Cards or Transactions, for example the amount outstanding, the Bank shall be entitled to calculate such limits considering the cumulative values across all the prepaid instruments of the Bank that may be outstanding in relation to the Cardholder, whether singly or jointly with others.
- 5.16 The Bank may provide access to the Cardholder to a portal/ platform for access of the Services ("**Portal**").
- 5.17 The Cardholder hereby agrees that they shall, at all times, keep their accounts, KYC details and contact information complete and updated.
- 5.18 HDFC Bank may implement a mechanism in accordance with the PPI Master Directions to send Alerts for the Transactions to the Cardholders. The Cardholder acknowledges that the Cardholder is providing consent to receive Alerts and other communications sent by HDFC Bank via SMS, notifications and e-mails or any other channels deemed necessary by the HDFC Bank.
- 5.19 The Cardholder hereby agrees and accepts that HDFC Bank may use third party service providers to send Alerts or communicate with the Cardholder or nominees or estate. The Cardholder hereby authorizes HDFC Bank to override the Do Not Call preference/settings or any similar registration, to reach out to him over calls, SMS, emails and through any other mode of communication.
- 5.20 The Cardholder agrees and accepts that Bank shall not be liable in case of any dispute/ query/ redressal/ grievance with the Merchant, and the Cardholder will have to take up the concern with the relevant Merchant/service provider only.
- 5.21 The Cardholder hereby agrees and acknowledges that all Transactions done using the GiftPlus Cards shall be subject to the terms and conditions set by the Card Associations, and the Bank.
- 5.22 The Cardholder confirms that the Cardholder is a legal resident of India and is a person competent to contract under Indian law. Cardholder confirms that the Services shall be used only within the territory of India and shall not be used to effect any cross-border transactions or part thereof.
- 5.23 The Cardholder is responsible for complying with these Terms and Conditions and for any charges or fees imposed by the Bank.
- 5.24 The Cardholder represents to HDFC Bank that he is not impersonating any person or entity, or falsely stating his age or affiliation with any person or entity. In case this is found to be a misrepresentation or in case of any information being found out which indicates such misrepresentation or if the information remaining unverified, HDFC Bank will have the sole discretion to withdraw the Services or any part thereof without any consent of the Cardholder or intimation to the Cardholder.
- 5.25 The Cardholder also confirms that the Cardholder will not utilise the GiftPlus Card (including to make any payments to any businesses involved in) for any activities related to (a) any illegal or immoral or anti-social activity, (b) gambling, (c) adult

sites, (d) online gaming, (e) prohibited services, (f) betting including lottery tickets, (g) foreign currency trading, and (h) such nature of businesses to which payments cannot be made under Applicable Law in India and the network rules of the Card Associations.

6 FEATURES OF THE GIFT PPI

- 6.1 In addition to the other applicable terms and conditions contained in this Terms and Conditions document, the following terms and conditions shall be applicable to the Gift PPIs (subject to any change in Applicable Law and/or any other or different or modified terms and conditions as may be communicated or prescribed by Bank in this regard from time to time):
- (a) The GiftPlus Card shall not be reloadable in nature.
 - (b) Subject to Clause 5.15 hereof, the maximum amount in the GiftPlus Card shall not exceed Rs. 10,000/- at any point of time.
 - (c) Cash-out or funds transfer shall not be permitted for the GiftPlus Card.
 - (d) The Bank reserves the right to make inactive the GiftPlus Card with no financial transaction for a consecutive period of one year or such other period as may be prescribed under the RBI Regulations. The same will be reactivated only after validation and applicable due diligence.
- 6.2 The Cardholder acknowledges that the features of the GiftPlus Card including the aforesaid features have been clearly communicated or prescribed by Bank to the Cardholder in the Welcome Kit provided by the Bank, by SMS, e-mail / post or by any other means at the time of issuance of the GiftPlus Card and the Cardholder has fully understood the same and agrees to bound by the same and all the loadings and other transactions hereunder including the first loading of funds to the GiftPlus Card shall be subject to the same.

7 OTHER TERMS OF THE GIFTPLUS CARD:

- 7.1 The GiftPlus Card provided to the Cardholder is a Prepaid Payment Instrument, and as such the use of the GiftPlus Card by the Cardholders is subject to all terms and conditions which may be mandated by the RBI in relation to use of GiftPlus Payment Instruments including without limitation the PPI Master Directions.
- 7.2 The Cardholder acknowledges that the same login and credentials, including Secure PIN, provided by the Cardholder for the Portal, will be assigned for the GiftPlus Card and other services offered by Bank herein, and that this has been clearly informed to the Cardholder by Bank.
- 7.3 All financial limits indicated against each type / category of the GiftPlus Card shall be strictly adhered to by the Cardholder.
- 7.4 Notwithstanding anything to the contrary mentioned in Clauses 3 and 4, all the limits pertaining to each type of the GiftPlus Card (PPI) shall be subject to lower ceilings as may be set by Bank from time to time as per its discretion including having regard to the risk perception of the Cardholder as per Bank's internal risk management policy, and all such lower ceilings shall be binding on the Cardholder.
- 7.5 Notwithstanding anything to the contrary herein, these terms and conditions including the specific terms and conditions applicable to the type of wallet or a GiftPlus Card, shall be subject to change from time to time in accordance with the internal parameters and rules of the Bank as well as the PPI Master Directions or other Applicable Law, and such changes shall be binding on the Cardholder, including in relation to various credit, debit, transfer, payment, loading limits, etc. It shall be the duty of the Cardholder to keep itself apprised of the changes in the PPI Master Directions/Applicable Law as also these terms and conditions which shall be available on the HDFC Bank Website.

8 LOST OR STOLEN GIFTPLUS CARD

If the GiftPlus Card is lost or stolen, the Cardholder must immediately report such loss/ theft over the telephone to the Customer Care. On receipt of any such intimation (whether by way of written intimation, through such modes and in such manner as may be stipulated by HDFC Bank from time to time) HDFC Bank shall, upon adequate verification of the Cardholder, hotlist/ cancel/ suspend/ block the GiftPlus Card and terminate all facilities in relation thereto and shall not be liable for any inconvenience caused to the Cardholder in this regard. The Cardholder will be liable for all charges incurred on the GiftPlus Card until the GiftPlus Card is reported lost/ stolen and is de-activated/hotlisted pursuant to the same upon adequate verification of the Cardholder. Further, in the event HDFC Bank determines the aforementioned steps are not complied with, the financial liability with regard to the lost or stolen GiftPlus Card would rest entirely with the Cardholder. In case of any dispute relating to the time of reporting Transaction(s) made on the GiftPlus Card or any other matter in relation to the lost/ stolen GiftPlus Card, the determination of HDFC Bank shall be conclusive and binding on the Cardholder.

9 SURRENDER OF THE GIFTPLUS CARD

- 9.1 The Cardholder acknowledges and agrees that HDFC Bank shall be entitled to demand the surrender of the GiftPlus Card at any time, including at a time prior to the expiry of the validity period of such GiftPlus Card. The Cardholder shall, forthwith upon such demand being made, surrender the relevant GiftPlus Card in accordance with the instructions provided by HDFC Bank in this regard.
- 9.2 In the event of death of any Cardholder, HDFC Bank shall cancel the GiftPlus Card upon being informed of the same.

10 INTEROPERABILITY

HDFC Bank may enable interoperability features having regard to the Applicable Law and regulations, including the PPI Master Directions from time to time, and the same shall be governed by such terms and conditions as HDFC Bank may prescribe and the Cardholder shall be bound by the same.

11 VALIDITY

- 11.1 Subject to Clause 11.2 below, the GiftPlus Cards shall be valid up to a period of 3 (three) years from the date of issuance of the GiftPlus Card.
- 11.2 Notwithstanding anything to the contrary contained herein, HDFC Bank shall be entitled to, at any time, with or without notice to the Cardholder and/ or the Applicant, at its absolute discretion, terminate / de-activate the GiftPlus Card.
- 11.3 The Cardholder agrees to surrender the GiftPlus Card to HDFC Bank or its representative, upon being requested to do so and shall not use or attempt to use the GiftPlus Card after termination/ de-activation of such GiftPlus Card.
- 11.4 The Cardholder shall have an option to permanently close this GiftPlus Card. The Cardholder can exercise the option to permanently close this GiftPlus Card on the Portal. Subject to the applicable RBI Regulations, the Cardholder will not be able to re-access his/her GiftPlus Card, or any data therein once permanently closed and the outstanding balance therein if any at the time of closure, can be transferred at the request of the Cardholder as per the applicable limits of this GiftPlus Card.
- 11.5 In case of closure, the outstanding balance will be credited back to source account or such other account as may be permissible under the applicable RBI Regulations, at the Bank's discretion, subject to and after the Cardholder complying with the applicable KYC requirements as per the relevant RBI Regulations and the other Applicable Law to the satisfaction of HDFC Bank.

- 11.6 The Cardholder agrees and confirms that any unclaimed balance amount will be transferred to the Depositor Education and Awareness Fund Scheme as per the instructions issued by Department of Banking Regulations, RBI, vide circular dated March 21, 2014, as amended from time to time.

12 CUSTOMER SERVICE AND SUPPORT

The Cardholder understands and agrees that the Bank is not responsible for the goods and services that the Cardholder purchases using the GiftPlus Card. The Merchants that the Cardholder chooses to purchase the goods and services from are responsible for all customer services related to those goods and services, including order fulfilment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and issues concerning experiences with a Merchant's personnel, policies, or processes. The Card Associations, and/or other entity issuing the GiftPlus Card, is responsible for customer service related to the GiftPlus Card.

13 STATEMENTS AND RECORDS

- 13.1 All records maintained by HDFC Bank, whether in electronic or documentary form, in respect of the GiftPlus Card / Transactions (including, without limitation, details of the payments made or received pursuant to these Terms and Conditions), shall as against the Cardholder and the Applicant, be deemed to be conclusive evidence.
- 13.2 HDFC Bank shall not be liable to provide copies of the Transaction slips and/ or any statements in respect of the GiftPlus Card to any Cardholder with respect to any Transaction and the Cardholder will only receive Alerts through short message service message on the mobile number registered by the Cardholder with HDFC Bank/ electronic mails on the e-mail address registered by the Cardholder with HDFC Bank.
- 13.3 The Cardholder hereby agrees to not receive the physical statements in relation to the GiftPlus Card. The Cardholder hereby agrees that in the event the Cardholder opts for receiving statements in relation to the GiftPlus Card through e-mail, HDFC Bank shall not be liable or responsible for any breach of secrecy when such the statements are being sent to the registered email ID. The Cardholder shall verify the authenticity of the electronic mails received. The Cardholder and/ or the Applicant shall not hold HDFC Bank responsible for any statement received from frauds/imposters. The Cardholder and/ or the Applicant shall not hold HDFC Bank liable if any problem arises with the Cardholder's computer network because of receiving statements from HDFC Bank. The Cardholder shall inform HDFC Bank in writing if there is any change in the information given to HDFC Bank. HDFC Bank shall not be responsible if the Cardholder does not receive the statement due to incorrect email address and technical reasons.

14 INDEMNITY

In consideration of HDFC Bank providing the Cardholder with the GiftPlus Card, the Cardholder and the Applicant hereby expressly and unequivocally agree to indemnify, save, defend and hold harmless, HDFC Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives indemnified from and against all actions, claims, suits, demands, proceedings, losses, damages, personal injury, costs, charges and expenses of any nature whatsoever which HDFC Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives may, at any time, incur, sustain, suffer or be put to incur, sustain or suffer, as a consequence of, or by reason of or arising out of provision of the GiftPlus Cards including, without limitation, in the following cases: (a) the negligence, mistake or misconduct of the Cardholder and/ or the Applicant; (b) any misrepresentation by the Cardholder or breach or non-compliance by the Cardholder and/ or the Applicant of the these Terms and Conditions or any Applicable Law; (c) any claim made or proceeding commenced by any third party against HDFC Bank, in relation to or in connection with the issuance/ usage of the GiftPlus Card and/ or any Transaction; (d) any action taken or omitted to be taken by HDFC Bank,

its officers, employees or agents, on the instructions of the Cardholder and/ or the Applicant; and/ or (e) fraud or dishonesty relating to any Transaction by the Cardholder.

15 EXCLUSION FROM LIABILITY

Without prejudice to any other provisions of these Terms and Conditions, HDFC Bank shall not be liable to the Cardholder and/ or the Applicant for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with these Terms and Conditions, including, without limitation, any loss or damage arising from: (a) the refusal of any person to honour or to accept the GiftPlus Card; (b) handing over of the GiftPlus Card by the Cardholder or by the Applicant to any person other than a representative of HDFC Bank at the time of the surrender of the GiftPlus Card; (c) any interruption or stoppage in the Cardholder's access to and/ or the use of the GiftPlus Card.

16 CHARGES

- 16.1 HDFC Bank shall be entitled to levy fees and other charges for use of the GiftPlus Card, which charges shall be set out on HDFC Bank Website, from time to time, to the Cardholder and the Applicant by HDFC Bank. The Cardholder and the Applicant hereby agrees to make payment of such charges.
- 16.2 Any Taxes, government charges, duty or debits payable as a result of the use of the GiftPlus Card shall be borne solely by the Cardholder/ Applicant and if the same is imposed upon HDFC Bank (either directly or indirectly), the Cardholder/ Applicant hereby agrees to bear and/or reimburse to the Bank /make payment of such charges.
- 16.3 Without prejudice to the Cardholder's/ Applicant's obligation to make payment of the fees, charges, duties or Taxes payable in respect of the GiftPlus Card and the use thereof, HDFC Bank shall be entitled to recover all amounts due from the Cardholder/ Applicant to HDFC Bank including, without limitation, the amounts payable in terms of Clause 16.1 above and Clause 16.2 above by debiting the available Card Balance and/or by debiting the amounts due from the Account and/or any other account of the Cardholder/Applicant.
- 16.4 The Cardholder shall be liable to pay all the costs and expenses as may be applicable/ payable and/ or incurred in connection with the utilisation of the GiftPlus Card and for availing the Services.

17 DISPUTES AND GRIEVANCE REDRESSAL

- 17.1 HDFC Bank shall not in any manner be responsible for any disputes regarding goods and services purchased by the Cardholder using the GiftPlus Card including, without limitation, the quality, value, warranty, delay of delivery, non-delivery, non-receipt of any goods or services. The GiftPlus Card is only a mode available to the Cardholder to make payment to Merchants and any disputes relating to the goods or service purchased by the Cardholder, which arise for any reason whatsoever, should be resolved by the Cardholder with the Merchant directly and HDFC Bank shall have no obligation or responsibility in respect thereof.
- 17.2 HDFC Bank shall not be liable to the Cardholder and the Applicant in respect of any loss or damage arising directly or indirectly out of: (a) any unauthorized use of the Cardholder's/ Applicant's mobile phone number; (b) any error, default, delay or inability of HDFC Bank to act on all or any of the Alerts; (c) any loss of any information/instructions/Alerts in transmission; (d) any unauthorized access by any other person or any information/ instructions given by me or breach of confidentiality.
- 17.3 The Cardholder shall inform HDFC Bank, by contacting the Customer Care, within 45 (Forty Five) days of occurrence of any Transaction, if any irregularities or discrepancies exist in such Transaction or if such Cardholder has any query or complaint in relation to the Transaction. If HDFC Bank does not receive any information to the contrary within

45 (Forty Five) days of occurrence of any Transaction, it shall be entitled to assume and proceed on the basis that the relevant Transaction(s) was effected without any irregularity/ discrepancy.

- 17.4 In respect of any complaints/ query raised by the Cardholder and/ or the Applicant in terms of these Terms and Conditions, the Cardholder and/ or the Applicant shall be required to promptly provide HDFC Bank with all such information and documents as may be required by HDFC Bank in this regard.
- 17.5 The Customer Care contact details along with the escalation matrix is provided on HDFC Bank's Website at [●].
- 17.6 In respect of any complaints/ query raised by the Cardholder in terms of these Terms and Conditions, the Cardholder shall be required to promptly provide HDFC Bank with all such information and documents as may be required by HDFC Bank in this regard.
- 17.7 In the event the Cardholder is not satisfied with the resolution provided by HDFC Bank, the Cardholder shall have recourse to the Reserve Bank – Integrated Ombudsman Scheme for grievance redressal. The scheme available on the RBI website at the link – <https://cms.rbi.org.in>.
- 17.8 The Cardholder acknowledges that it has read and understood HDFC Bank's Customer Protection Policy including the procedure to be followed in case of loss or theft of card or authentication data or if any fraud / abuse is detected as also the amount and process of determining customer liability in case of unauthorised / fraudulent transactions involving GiftPlus Cards, which are available on Bank's website at [●]. This framework shall mutatis mutandis apply to the Transactions and Services covered herein.
- 17.9 HDFC Bank's website has the following link updated for reporting unauthorized transactions: [●]
- 17.10 The Cardholder undertakes to update and keep itself apprised and updated with the same and any changes that may be made by HDFC Bank from time to time thereto.
- 17.11 Please note that HDFC Bank does not ask its customers for any confidential information, and therefore the Cardholder and/ or the Applicant must not share any information of a confidential nature including, without limitation, passwords, user-IDs, etc., to any person who asks for the same. For full details regarding our complaints procedure, please refer to the HDFC Bank Website.

18 EXPRESS CONSENT/ WAIVER FOR DISCLOSURE OF INFORMATION

- 18.1 The Cardholder and the Applicant hereby authorize HDFC Bank and/ or its associates to verify any information or otherwise at the Cardholder's and/ or the Applicant's office/ residence or to contact the Cardholder (and/ or the Applicant)/ the Cardholder's employer (and/ or the Applicant's employer)/ banker/ credit information companies/ the RBI or any other source to obtain, provide and/ or maintain any information that may be required for confirming membership requirements or maintaining the Cardholder's/ Applicant's Account in good credit standing.
- 18.2 The Cardholder has read, understood and hereby accepts the Privacy Notice of HDFC Bank (available at www.hdfcbank.com).
- 18.3 The Cardholder hereby authorizes HDFC Bank which expression shall be deemed to include its successors and assigns) to Process, the Data or any part thereof, for any of the Specified Purposes:
- i. in connection with assessment or processing of the application/ request for any Requested Product, or in order to take any steps prior to entering into any contract, or to determine eligibility for the Requested Products, or in connection with execution or furtherance of a contract/ transaction, performance by HDFC Bank or the Cardholder or

- any other intermediaries, of any contract or part thereof or any regulatory or legal obligations in relation to any Requested Product availed or in pursuance thereof;
 - ii. in connection with Derivation and sharing any Derivative Data (between HDFC Bank and any Processing Entity) in connection with the aforesaid purposes;
 - iii. in connection with contacting, establishing contact, whereabouts, including through email, postal address, telephone, social media, banners on applications/ electronic platforms, notifications, website, premises of third parties/ other persons, for monitoring the performance of the account or for monitoring for suspicious activities, transactions, fraud detection, prevention, reporting, alerting others;
 - iv. in connection with deploying any analytics, automated processing, algorithms, robotics, profiling, encryptions, coding, anonymizations, etc., for any of the aforesaid.
- 18.4 The Cardholder authorizes the Processing Entities to Process the Data or any part thereof, for any of the Specified Purposes.
- 18.5 For the aforesaid consents, authorizations and purposes covered above, it shall be deemed that the Cardholder has furnished all the Data separately hereunder.
- 18.6 The Cardholder confirms that the Data given and that will be given by the Cardholder from time to time is accurate, updated and complete in all respects.
- 18.7 The Cardholder agrees that the aforesaid consents/ authorizations for the Specified Purposes shall survive beyond the validity of such application/ tenure of the Product/ consummation of any transaction, to the extent any of the Specified Purposes survive.
- 18.8 The consents given or denied under this document do not limit any other consents obtained or given.
- 18.9 The Cardholder acknowledges and confirms that all the Specified Purposes are lawful purposes.
- 18.10 The Cardholder confirms that this consent is being given freely by the Cardholder without any pressure, influence or coercion from any other person, and that the consent is an informed and unconditional consent.
- 18.11 The Cardholder hereby understands and agrees that the Processing of Data is necessary for the Specified Purposes.
- 18.12 The Cardholder acknowledges that the fact that this consent has been requested or that the Cardholder is giving this consent, does not by itself limit or prejudice any grounds or bases which HDFC Bank or any of the Processing Entities may have for Processing the Data without consent, and this consent is not in derogation of any such other ground or basis and is in addition to any such ground or basis. For clarity, even if this consent is withdrawn, HDFC Bank and/or the Processing Entities may continue to Process the Data for performance of contract in relation to the Requested Products or for taking any steps pursuant to the contract or for protecting the legitimate interests of HDFC Bank pursuant thereto, or when this consent is not the only basis or ground for Processing.
- 18.13 The Cardholder acknowledges that since the basis this consent HDFC Bank may enter into a contract in relation to the Requested Products and it is and will be necessary to Process the Data for the purposes of the contract, withdrawal of this consent by the Cardholder will not prevent HDFC Bank and/or Processing Entities from continuing to Process the Data for the purposes of the contract.
- 18.14 The Cardholder consents to receive communications via WhatsApp, SMS, apps, in-app notifications, notifications and e-mails, social media or any other channels deemed necessary by HDFC Bank.
- 18.15 The Cardholder and the Applicant hereby authorize HDFC Bank to record specific conversations between the Cardholder/ Applicant or the Cardholder's/ Applicant's representative and HDFC Bank's representative, in case of grievance related

conversations or payment recovery related conversations or any other conversation that HDFC Bank may deem fit, at its own discretion.

- 18.16 The Cardholder and the Applicant hereby consent to receiving information/ service for marketing/ cross-selling purposes through telephone/ mobile/ short message service/ e-mail or any other mode from HDFC Bank and/ or its agents. The Cardholder and the Applicant agree that any Do Not Call registration will not apply to receipt of advice and information regarding products and services currently availed by the Cardholder/ Applicant, to help the Cardholder/ Applicant in fully realizing the benefits of the range of financial solutions designed to make the Cardholder's/ Applicant's banking relationship value added and more convenient.
- 18.17 The Cardholder hereby agrees and acknowledges that to provide the Services, Bank may send data in the form of cookies/ tokens or otherwise to the Mobile Device of the Cardholder and initiate a SMS from the Mobile Device of the Cardholder during registration, and the Cardholder hereby expressly authorizes Bank to send such data and initiate such SMSs as may be required in this regard.
- 18.18 The Cardholder hereby agrees that the Cardholder may change his/her mobile number and/or email address registered with the Bank, for PPI, through the Portal and/or netbanking. The Bank may authenticate such a request by sending an OTP to the existing mobile number and/or email address of the Cardholder registered with the Bank. The Cardholder hereby agrees and confirms that pursuant to such change, the new mobile number and/or email address shall be registered in the Bank's records as the Cardholder's registered mobile number and registered email address ("**Revised Registered Contacts**"), for PPI, and any future communications, OTPs etc. may be sent by the Bank to such Revised Registered Contacts and the Bank shall not be liable for any loss to the Cardholder in relation to the same.

19 GOVERNING LAW AND JURISDICTION

The construction and validity of these Terms and Conditions shall be governed in all respects by the laws of India. The Cardholder and the Applicant agree that any legal action or proceeding arising out of these Terms and Conditions shall be brought before the courts or tribunals at Mumbai and irrevocably submit themselves to the jurisdiction of that court or tribunal. HDFC Bank may, however, in its absolute discretion, choose to commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum and the Cardholder and the Applicant hereby consent to such jurisdiction and waives any objection that the Cardholder and the Applicant may have now or in the future to the laying of the venue of any such legal action or proceedings and any claim that any such legal action or proceedings have been brought in an inconvenient forum.

20 SET-OFF AND LIEN

Notwithstanding anything to the contrary contained in these Terms and Conditions or any other document/ arrangement: (a) in respect of all and any of the Cardholder's and the Applicant's present and future liabilities to HDFC Bank, whether under this document or under any other obligation/ loan/ facilities/ borrowings/ document, whether such liabilities are/ be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/ or as guarantor and/ or otherwise howsoever (collectively "**Liabilities**"), HDFC Bank shall in addition to any general lien or similar right to which it as a banker may be entitled by Applicable Law, practice, custom or otherwise, have a specific and special lien on all the Cardholder's and the Applicant's present and future stocks, shares, securities, property, book debts, all moneys in all Accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with HDFC Bank, now or in future, whether in same or different capacity of the Cardholder and the Applicant, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, and (b) separately, HDFC Bank shall have an express right to, without notice to and without consent of the Cardholder and of the Applicant, set-off, transfer, sell, realise, adjust,

appropriate all such amounts in all Accounts (whether prematurely or upon maturity as per HDFC Bank's discretion), securities, amounts and property as aforesaid (whether earmarked for any particular Liability or not) for the purpose of realising or against any of dues in respect of any of the Liabilities and to combine or consolidate all or any of Accounts of the Cardholder and to set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon any default in payment of any part of any of the Liabilities when due in terms of such documents.

21 NOTIFICATION OF CHANGES

- 21.1 HDFC Bank shall have the absolute discretion to, at any point of time, (a) amend or supplement any of these Terms and Conditions; and/ or (b) change any feature and/ or benefit offered on the GiftPlus Card including, without limitation, changes which affect charges or rates and/ or method of calculation of charges with respect to the GiftPlus Card. HDFC Bank shall communicate the amended terms, the changes made to the features of the GiftPlus Card, and the revised interest, charges and rates with respect to the GiftPlus Card, by hosting the same on the HDFC Bank Website or in any other manner as may be decided by HDFC Bank, from time to time.
- 21.2 The Cardholder and the Applicant shall be responsible for regularly reviewing the latest versions of the Terms and Conditions as may be posted on the HDFC Bank Website, from time to time, and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the GiftPlus Card after the amended Terms and Conditions are hosted on the HDFC Bank Website. It shall be the responsibility of the Cardholder to keep himself/herself updated with the latest version of the Terms and Conditions and HDFC Bank shall not be responsible for informing the Cardholder of any changes, deletions or additions made to this Terms and Conditions document.
- 21.3 The Cardholder and the Applicant acknowledge, agree and confirm that HDFC Bank may, in relation to these Terms and Conditions and / or the GiftPlus Card, utilize such business correspondents / third party sub-contractors / agents / service providers as it may deem fit.
- 21.4 The Cardholder and the Applicant hereby acknowledge, agree and confirm that the Cardholder and the Applicant have read and understood HDFC Bank's customer protection policy available on the HDFC Bank Website (<https://www.hdfcbank.com/assets/pdf/Customer-Protection-Policy.pdf>) and acknowledge and agree to be bound by the same in respect of the GiftPlus Card including without limitation in case of use of the GiftPlus Card by a person other than the Cardholder.
- 21.5 The Cardholder and the Applicant acknowledge, agree and confirm that these Terms and Conditions are solely between HDFC Bank and the Cardholder/ Applicant and no other third party has any rights or obligations hereunder.
- 21.6 The Applicant, unconditionally and irrevocably, acknowledges and confirms that the Applicant has read and understood the Terms and Conditions and is signifying the Applicant's irrevocable agreement by clicking on the "I Accept" option below. The Applicant also authorizes HDFC Bank to use such electronic record as evidence of the Applicant having agreed to and accepted these presents.
- 21.7 The Cardholder accepts the Terms and Conditions by usage of the GiftPlus Card and on the first usage of the GiftPlus Card, the Terms and Conditions shall represent the agreement between the Cardholder and HDFC Bank with respect to the GiftPlus Card and the subject matter of these presents.

22 ASSIGNMENT

- 22.1 These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by the Cardholder, but may be assigned by Bank without restriction.

- 22.2 In the event the Bank decides to migrate to a new service provider or sub-contractor for any or all of the Services, the Cardholder shall have no objection to the same. The Cardholder hereby gives express consent to the Bank to share his credentials, data and migrate the data to new service provider.