

## Terms and Conditions for Usage of SmartPay Services:

- **Cash-Back Offer:** For all fresh SmartPay registrations happening from 1st April 2021 to 31st March 2022 customers will receive 5% cash back for first 12 months of registration. Maximum cash back of Rs 150/- per statement cycle. Additionally, customer will also get Reward Points on SmartPay transactions basis card feature. If customer is not registered on SmartPay, then no cashback would be posted. CashBack will not be provided for additional bills registered post the CashBack period.
- The term "SmartPay" shall mean standing instructions for direct debit authorization of the cardholder's HDFC Bank International Credit Card Account towards billings by utility Companies.
- The term "Utility Company" shall mean a company, organization or entity that sends a bill, statement or invoice, usually a request for payment for a product or service.
- HDFC Bank reserves the right to approve / reject the registration forms without assigning any reason whatsoever.
- SmartPay application form should be filled by the primary cardholder. The facility will be available only on the designated Credit Card account and no other account held with the Bank. It can be also availed through NetBanking.
- HDFC Bank reserves the right to revoke / stop this facility if the credit behaviour on the card is unsatisfactory.
- The cardholder agrees that he / she would fill up a new SmartPay application form when the Credit Card Account number, address or any specific utility customer ID specified in the application form, is transferred or changed.
- It will be the responsibility of the cardholder to inform HDFC Bank in writing of any change or withdrawal of the SmartPay facility thus availed. Such change or withdrawal will take 30 days to be effected upon receipt of cardholder request. Failure of the cardholder to do the same and subsequent debits, if any, towards utility payments will constitute valid transactions and the cardholder will be liable to pay the same.
- Certain utilities / service providers may specify the date on which payment is to be made, notwithstanding any instructions given by the cardholder in this regard, HDFC Bank shall remit the payment any time before the payment due date specified by the utilities / service providers.
- Without prejudice to the generality of the aforesaid, processing of all the instructions is subject to the availability of free, clear and available limits in the cardholder's HDFC Bank Credit Card Account at the time of processing the transaction. In the event of credit limits not being wholly available, HDFC Bank shall not process the instructions and shall not make payments to the utility company.
- Any disputes arising out of disconnection of the utility facility, penalty from government and late charges on instalment dues arising due to change / revocation of the facility will be the sole responsibility of the cardholder and the cardholder will not hold HDFC Bank responsible / liable for the same.
- The cardholder indemnifies HDFC Bank from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the cardholder and utility companies or by reason of HDFC Bank acting in good faith or refusing to take or omitting to act on the SmartPay facility.
- HDFC Bank shall not be liable to the cardholder for any loss or damage whatsoever or howsoever arising directly or indirectly including without limitation due to delay or failure to give effect to the SmartPay facility.
- HDFC Bank will endeavour to effect payments / carry out instructions received by it within the payment due date to each utility company. However, HDFC Bank does not warrant that payment / fulfilment of instructions will not be delayed for reasons beyond its control. As the instructions would depend on various electronic technology used from time to time, there could be delays in receipt of any instructions by HDFC Bank from the cardholder and by the provider of utilities / services.
- HDFC Bank will not in any way be connected with the disputes between utility companies and the cardholder. This facility is available only for utility bills pertaining to residential uses. No commercial utility bills will be paid under this scheme.
- Signing of the SmartPay application form does not ensure automatic approval of this facility.
- The SmartPay facility is in respect of the entire charges or to the extent of the limit set by the cardholder on the utility outstanding and the said instruction shall be valid and binding for the validity period and subsequent renewal period of the Card Account, unless and until rescinded by the cardholder in writing to HDFC Bank.
- No receipt will be given for bills paid through this facility. Cardholder statement is adequate proof that such payment was paid to utility company.

- HDFC Bank neither endorses the utilities / services offered, nor is it in any manner party to the contracts that may be executed between the cardholder and the providers of such utilities / services. The providers of utilities / services shall be solely responsible to the cardholder to render the utilities services for which payment is to be made by HDFC Bank and HDFC Bank shall NOT be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the cardholder and any providers of utilities / services.

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- The cardholder shall not hold HDFC Bank liable for any non-service, delayed service or faulty service rendered by the provider of utilities / services and shall not contact or communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS or personal meeting with HDFC Bank in this regard.
- HDFC Bank shall be entitled (without prejudice to any other right or remedy it may have to charge the cardholder late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid until the actual date of payment.
- HDFC Bank may, in its sole discretion, accept any cancellation request by the cardholder, provided that HDFC Bank has not already made the utility payment for the month for which the cancellation request is made.
- Nothing contained herein shall prejudice or affect the terms and conditions of the Card Member Agreement.
- The terms of this facility shall be in addition to and not in derogation of the terms contained in the Card Member Agreement.
- Nothing contained in the SmartPay facility shall be construed as binding obligation on HDFC Bank or any participating utility company to continue the facility after the facility termination date or substitute by a new or similar facility.
- HDFC Bank reserves the right to revoke / stop this facility to any cardholder without any prior intimation if the Bank believes that the continued use of this facility is not in the interest of the Bank.
- As and when other communication channels are introduced HDFC Bank may be entitled to rely upon all electronic communications, orders or messages to HDFC Bank from the cardholder whether received by email, SMS, on telephone or otherwise in the manner prescribed for the same from time to time by HDFC Bank and HDFC Bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The cardholder shall in no circumstance dispute such reliance by HDFC Bank.
- All disputes arising out of the SmartPay facility shall be subject to the exclusive jurisdiction of competent courts in Chennai.
- The SmartPay nomination will be effective subject to HDFC Bank Credit Card being valid and in good standing.
- HDFC Bank may at its sole discretion accept or decline the said SmartPay application form.
- The record of charges in respect of the above services received or availed by me and submitted by utility companies to my Card Account will neither bear my signature nor the imprint of my Card. I therefore undertake to unconditionally honour and pay without demur and contestation all the said charges including interim charges booked by me under this facility, as and when I am billed for the same by HDFC Bank. This Recurring Transaction Instruction shall subsist during the validity period of my Card and subsequent renewals thereof.
- I confirm that the latest self-attested bill copies of the utility service for which I would need to avail of the SmartPay facility are attached along with this application format. I also confirm that the address on the bill matches with residential address given for my Credit Card account.
- I confirm that the utility bills enclosed are photocopies of the original bills and that these utilities are used only for residential purpose.
- I understand that HDFC Bank is not responsible or liable for any service and/or billing deficiencies or inadequacies of utility companies as the case may be. **All e-bills received will be processed within 7 to 10 working days from the due date.** Furthermore, I affirm that I am liable to honour all my credit card commitments irrespective of any grievances / complaints I may have with utility companies.
- I will continue making payments towards the above utility outstanding until I receive an SMS/Email/letter confirmation from HDFC Bank indicating that my SmartPay facility has been activated along with effective date of activation.
- I agree to communicate termination of facility to HDFC Bank in writing failing which the payment made to the utility company will be construed as valid and binding on me.
- I agree to resolve disputes (if any) of whatsoever nature directly with the utility company and will not hold HDFC Bank liable for any deficiency of services provided by the utility company.

- I confirm the above clauses are applicable if I apply SmartPay through NetBanking.
- HDFC Bank may change from time to time the utility companies for which SmartPay facility is extended.
- Stop payment request is valid for that particular scheduled bill only and not for subsequent bills. Stop Payment need to be initiated atleast one day before the payment due date.
- In-case of your card is being upgraded/reissued/renewed, the SmartPay instructions on your old card number will be carried forward to your new card number
- In-case you have registered for Standing Instructions facility under Bill Pay for your HDF Bank Credit Card for the same biller registered under SmartPay, it is advisable to delete either of two registrations to avoid dual payment.
- Deletion of a registered bill can be initiated either by logging in Netbanking or by calling Phone Banking team. Post deleting a bill from SmartPay, no further e-bills will be processed for the deleted bill.