

HDFC Bank Programme Terms and conditions

These Terms and Conditions (**the "Terms"**) apply to and regulate the operation of the three tiers of the Programmes namely Imperia / Preferred / Classic Banking Programme (**the "Programme"**) offered by HDFC Bank (**the "Bank"**) to eligible Savings/Current account holders (**the "Account Holder(s)"**). The Terms are in addition to the terms and conditions applicable to standard HDFC Bank's Savings/Current Account (**the "Primary Terms"**) as available on www.hdfcbank.com

1. Programme Eligibility

- 1.1. Entry to the Programme is based on the Account Holder(s) satisfying the prevailing Programme eligibility criteria for the respective Programme and acceptance of the Terms by the Account Holder(s).
- 1.2. The Account Holder(s) reserves the right to decline upgrade to the programme through acceptable electronic or physical means at any point.

2. Programme Features and Benefits (the "Features")

- 2.1. Features refers to any of the facilities, discounts, services or arrangements offered to the Account Holder(s) as a result of being a part of the Programme. The Features may be introduced/amended from time-to-time and may vary by Programme type. Features may also vary within the same Programme, depending on whether the Account Holder(s) continues to satisfy the prevailing criteria for that Programme.
- 2.2. The Features are applicable till the time the Account Holder(s) is a part of the Programme.
- 2.3. The Features are subject to prevailing regulatory guidelines for various customer types (Resident Individuals/, NRIs, Individuals/Non Individuals).
- 2.4. Taxes as applicable would be charged separately.
- 2.5. The Bank reserves the right to appoint / change the Relationship Manager of the customer.
- 2.6. Locker is subject to availability at branch
- 2.7. The Features may be extended to such Account Holder(s)'s ('Primary Group ID's) business and/or family relationship(s) to form a Family/Business 'Group' at the discretion of the Bank and based on consent (through approved electronic or physical means) received from both the Primary Group ID and the prospective linked Account Holder(s) except for Minors.
- 2.8. If the balances required as per Programme eligibility are not maintained for consecutively 3 months (or for any other reason as deemed fit by the Bank), the Bank reserves the right to withdraw the prevailing Programme Features, with prior intimation. In case of such withdrawal of prevailing Programme entitlement, all the existing Programme Features (e.g. discounts, services etc.) will be withdrawn and instead the minimum balance requirements, fees & charges will be applicable as per the standalone Product / Account variant/s held by the Account Holder(s). The Bank shall not be responsible / liable in any manner whatsoever for any costs, losses, damages or expenses, or other consequences, caused by reason of such instance/ migration/downgrade.

3. Others

- 3.1. The Bank shall accept electronic or physical acceptance of the Terms. Acceptance through electronic or physical means includes (but is not limited to) explicit consent provided through the Account Holder(s) registered mobile number/electronic mailing address /NetBanking login/ ATM/ Physical form/IVR (Interactive Voice Response) or other electronic means.
- 3.2. Acceptance of these Terms overrides the acceptance of any other terms and conditions accepted by Account Holder(s) in relation to the Programme/s existing with the Bank.
- 3.3. In case registered email ID or mobile number is linked to multiple Customer IDs of the bank then the consent through such means will be deemed to have been received for all the Customer IDs linked to those Email address or Mobile number.
- 3.4. Each of the Account Holder(s) agree that the Primary Group ID would be the first and primary point of contact for the Bank in relation to the Programme/s.
- 3.5. Consent to be part of the Programme & acceptance of the Terms also includes consent for future downgrade to suitable Programme or to regular status based on Account Holder's/Group's balances with intimation.
- 3.6. Each of the Account Holder(s) hereby agrees, undertakes and acknowledges that the Primary Group ID shall have the sole right and the discretion to upgrade status of the group to a higher Programme/s without their consent. Each of the Account Holder(s) further agrees to inform/communicate to the Bank for the change of Primary Group ID in the event of death /account closure/conversion from the Resident to Non Resident status of the primary ID.
- 3.7. Each of the Account Holder(s) hereby authorises and provides consent in favour of the Primary Group ID for addition/deletion of any new Account Holder(s)/or deletion of their names from the Programme/s without their consent. Each of the Account Holder(s) hereby agrees that such decision of the Primary Group ID would be final and binding on us and that the Bank shall not be liable for any claims against the Bank by any of the Account Holder(s).
- 3.8. The Bank reserves the right to amend and change all or any of the features / services /fees / charges / eligibility criteria of the Programme. However any such amendment shall be made effective after prior notification. The Bank may communicate such amendments by hosting them on the Website or in any other manner as decided by the Bank.
- 3.9. Any card, cheque book, pass book, statement, ATM display or other Bank branded identification issued by the Bank to an Account Holder(s) to reflect the Programme (brand) is to facilitate identification of the Accountholder's Programme type only. The Bank's records shall be conclusive as to the programme allocated to the Accountholder at any time.
- 3.10. Any notice, statement or other communication to be given to the Account Holder(s) may be delivered to each of the Account Holder's mailing address or electronic mail address or contact number as updated in the Bank's records by the said Account Holder(s) and shall be deemed to have been effectively served on despatch/deployment. In this connection, the Bank shall not be liable in any way whatsoever to the said Account Holder(s) for any loss or damage in the event that the communication is returned undelivered or received by a third party. Each of the Account Holder(s) shall promptly notify the Bank through acceptable physical or authenticated electronic means of any change in mailing address / electronic mail address / contact number as updated in the Bank's records.
- 3.11. Each of the Account Holder(s) admits and acknowledges that notwithstanding anything to the contrary contained in this terms and conditions or any other document/arrangement: (i) in respect of all the Account holder(s) under the Program (collectively "**Group**"), present and future liabilities to the Bank, whether in respect of the said Account(s) of the Group or any other obligation, whether such liabilities are/be crystallized, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "**Liabilities**"), the Bank shall in addition to any general lien and set off to which the Bank may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the monies in any of the Account(s) under the Group whether current, savings, overdraft, fixed or other deposits, now or in future of the Account Holder(s) under the Group, whether in same currency or different currencies and we each of the Account Holder(s) unconditionally and irrevocable guarantee the payment of the said Liabilities of the Group and authorise the Bank to debit the Account(s) of the Account Holder(s) notwithstanding that the monies which are debited from the Account of the Account Holder(s) is not attributable to the monies due and payable by the said Account holder but is due and payable to the Bank by any of the Account Holder(s) of the Group ; (ii) the Bank shall have the specific and express right, without notice to and without consent of the Account Holder(s) under the Group, to set-off, debit, transfer, adjust, appropriate all such amounts in all such accounts and deposits (whether prematurely or upon maturity as per the Bank's discretion), for the purpose of adjusting/appropriating the said monies against any of the dues of the Account Holder(s) under the Group in respect of any of the Liabilities whether ear-marked for any particular liability or not, to combine or consolidate all or any of accounts of the Account Holder(s) under the Group and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents.