

Terms and Conditions

THE CUSTOMER MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. BY REGISTERING TO USE THE SERVICES AS ALSO BY VIRTUE OF THE CUSTOMER'S CONTINUED USAGE OF THE SERVICES, THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME.

1. Terms of Use for Phone Banking

These Terms and Conditions explain the customer responsibilities and obligations relating to services and information that the customer may use or request from the Bank.

Definitions: In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

'Bank'- Shall mean The Hongkong and Shanghai Banking Corporation Limited India, a company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and its India corporate office at 52 / 60, M.G. Road, Fort, Mumbai 400 001, which expression shall, where the context allows or requires, include its successors and assigns.

'Account holder / Customer'- Refers to customer named in the Application Form.

'PIN'- Herein shall refer to any confidential password, phrase, code, or number or any other identification whether issued to the customer by the Bank or adopted by the customer which may be used to access the Phone Banking Services and / or to effect customer instructions.

'Terms'- Means these Terms and Conditions, as modified from time to time in accordance with the terms hereof, including any supplementary Terms for the provision of the services, published from time to time which shall form part of the Terms.

2. The Phone Banking services provided by the Bank covers the following:

- i. Enquiry of account balance, recent transactions, interest and exchange rate.
- ii. Transfer of funds between accounts.
- iii. Requests for cheque books.
- iv. Replacement of – Debit or Credit Cards.
- v. Report lost and stolen cheque books and cards.
- vi. Payment for utility bills and Credit Card bills.
- vii. Issue of demand drafts and cashier orders.
- viii. Redemption of Bonus points.
- ix. General services on – Credit Cards, chargebacks, disputes, cancellation requests, duplicate PIN request and request statement.

3. The account holder agrees that the Bank is irrevocably and unconditionally authorised to act on any telephone instruction which the Bank, in its sole discretion, believes to have emanated from the account holder by the use of the PIN assigned to the account holder in relation thereto and the Bank shall not be liable under any circumstances for acting in good faith on such telephone instructions received through PIN which may have emanated from unauthorised individuals or will not be under any duty to verify the identity / bonafide of the person(s) giving telephone instructions purportedly in the name of the account holder.

4. The account holder shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the account holder's accounts for the purpose of the telephone or other instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to the inadequacy of the funds and / or credit facilities.

5. The Bank shall not be responsible to the account holder for giving any information to the transferee or any joint account holder regarding the details of the transactions performed through telephone instructions. The Bank will also not be liable for receipt of the transaction details by a third party on account of any negligence or omission not attributable to the Bank.

6. The Bank's record of the transactions processed by the use of Phone Banking including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction and binding for all purposes. The authority to tape or record the transaction over telephone is hereby expressly granted to the Bank. The Bank shall not be required to independently verify the instructions.

7. The Bank reserves the right to terminate and shall terminate the Phone Banking facility with immediate effect on occurrence of the following events:

- i. Failure to comply with Terms and Conditions set forth herein OR
- ii. An event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank OR
- iii. The account holder becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature OR
- iv. Demise of the account holder OR
- v. Any other cause arising out of operation of law.

8. After the PIN has been delivered by the Bank the account holder is expected to take care of the same to prevent its misuse by any 3rd party. The Bank will not be liable for any consequences arising thereof from the loss or misuse of the PIN. It is recommended that the PIN be changed to a number of your choice and convenience immediately on receipt of the same.

9. Phone Banking facility is available to Banking and Credit Card customers in Ahmedabad, Bangalore, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Indore, Jaipur, Jodhpur, Kochi, Kolkata, Lucknow, Ludhiana, Mumbai, Mysore, Nagpur, New Delhi, Noida, Patna, Pune, Raipur, Trivandrum, Vadodara and Vishakhapatnam.

10. The Bank shall endeavour to carry out the instructions promptly but shall not be responsible or held liable for any delay in carrying on the instructions due to any reason whatsoever, including the failure of operational systems or any requirement of law or any force majeure events.

11. In consideration of the Bank providing the account holder the said Phone Banking facility the account holder shall indemnify and hold the Bank, as the case may be, including their officer, employees and agents, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank execution of the account holder's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses or for any action taken or omitted to be taken by the Bank.

12. The Bank reserves the absolute right and sole discretion to withdraw / alter / amend / modify or supplement any of the Terms and Conditions at any time without prior notice.

13. These Terms and Conditions and / or the operations in the accounts shall be governed by the laws of India.

14. Any dispute arising out of or in connection with this offer shall be subject to the exclusive jurisdiction of the courts in Mumbai only.

15. The account holder accepts and agrees to abide to all the Terms and Conditions as specified herein above and to any subsequent changes from time to time.

