

# **Application Form For Third Party Funds Transfer(TPT) through NetBanking (NB)**

APPLICATION DETAILS		
FULL NAME	FIRST NAME MIDDLE NAME SURNAME	
CUSTOMER ID NO.	TRST NAME PRODUCT NAME SORNAME	
Email Id*:		
Mobile No.* :		
I wish to apply for the Third Party Funds Transfer through NetBanking.		
I understand that Third Party Funds Transfer includes the following services-		
Third Party Funds Transfer	Visa Money Transfer	
Third Party Demand Draft	<ul> <li>Any other services that the bank may decide to introduce under Third Party Transfers, Funds Transfers through NetBanking services.</li> </ul>	
I confirm having received the IPIN (NetBanking Password).		
I have read and understood the Terms and Conditions applicable (a copy of which I am in possession of) relating to opening of an account and various services including but not limited to Third Party Funds Transfer through NetBanking. I accept and agree to be bound by the said Terms and Conditions.  I agree that the Bank may debit my account(s) for service charges as applicable from time to time.		
* Mandatory SIGNATURE	DATE	

## **TERMS AND CONDITIONS**

- 1 Definitions and Interpretations:
- "I, me and myself refer to all holders to the account/s in which the Third Party Funds Transfer facility is provided and shall include both singular and plural"

"NetBanking / Third Party Funds Transfer Terms and Conditions" shall mean the terms and conditions as modified from time to time applicable to TPT offered by the Bank and as displayed in the NB module of the Bank's website.

"Confidential Information" refers to information obtained by the customer, through the Bank, for the effective availment of Internet banking services.

"Payment Instruction" or "Third Party Funds Transfer" or "the Services" shall mean an instruction given by me to transfer funds from the accounts held by me to accounts of other customers maintained with and approved by the Bank or of those customers who may or may not have an account with the Bank and /or request to issue Demand Drafts (DD) in the name of the beneficiary who may or may not have an account with the Bank. The Bank may in its sole and exclusive discretion restrict this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers;

"Visa Money Transfer" shall mean a facility wherein I can transfer funds from my account to any domestic Visa card in India, using HDFC Bank NetBanking facility  $\frac{1}{2} \left( \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} \right) \left($ 

### 2 Additional NetBanking Services:

I acknowledge that these Terms and Conditions are supplemental to and in addition to the NetBanking Terms and Conditions. Capitalised Words and Phrases used herein and not defined herein shall have the same meaning assigned to them in the NetBanking Terms and Conditions.

I hereby agree to abide by the terms and conditions herein mentioned in addition to the NetBanking terms and conditions. I shall be free to utilize the Services herein through NetBanking for transfer of funds or request for DD for such purpose as I shall deem fit

I however agree not to use or permit the use of the Payment Instruction Services or any related services for any illegal or improper purposes. Whilst utilizing the Services for making any payments for any products for any goods or any services obtained whether on-line or otherwise, I shall ensure that

- (a) I have the full right and /or authority to access and avail of the services obtained and the goods purchased and I shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories.
- (b) I shall not involve the Bank as a party to such transaction.
- (c) I shall provide the Bank with such information and/or assistance as is required by the for the performance of the Services and/or any other obligations of the Bank under this Agreement.
- (d) I shall not at any time provide to any person, with any details of the accounts held by me with the Bank including, the passwords, account number, card numbers and PIN which may be assigned to me by the Bank from time to time.

#### 3. Risk

I hereby acknowledge that I am utilising this facility at my own risk. These risks would include the following risks:

## (a) Misuse of Password:

I acknowledge that if any third person obtains access to my password, such third person would be able to provide Payment Instructions or Third Party Funds Transfer to the Bank. I shall ensure that the terms and conditions applicable to the use of the password as contained in the Net Banking Terms and Conditions are complied with at all times. I acknowledge that if my password has been compromised then it shall be required to get my Third Party Funds Transfer Rights/ NetBanking rights disabled immediately or the Bank on its own may decide to disable my Third Party Funds transfer rights/ NetBanking rights.

# (b) Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions, which could affect Payment Instructions to the Bank. I shall separately evolve/evaluate all risks arising out of the same. I understand that the susceptibility increases if a shared computer (at the cyber cafe/office/ or any other place) is used and as such the usage of NetBanking from a shared computer (at the Cyber cafe/Office/ or any other place) needs to be avoided.

# (c) Mistakes and Errors:

The filling in of applicable data for transfer would require proper, accurate and complete details. For instance, in the case of funds transfer I am aware that I would be required to fill in the account number of the person to whom the funds are to be transferred. Similarly in the case of request for DI I would be required to fill in the correct details such as name of the payee (who may or may not have an account with the Bank), mailing address, amount of the DD and the city/state where the DD is payable.

In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the DD may be incorrectly used or sent to a wrong address and there is no guarantee of recovery thereafter. I shall therefore take all care to ensure that there are no mistakes and errors and that the information given by me to the Bank in this regard is error free, accurate, proper and complete at all points of time. I agree and acknowledge that the bank shall not be responsible to verify the beneficiary details comprised in the payment instructions. On the other hand in the event of my Account receiving an incorrect credit by reason of a mistake committed by some other Person, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without the consent of the Customer I shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by me as a result of the same.

### (d) Transactions:

The transactions which I may require for the transfer of the funds may not fructify or may not be

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completed by the parties to whom I request the Bank to transfer the funds or issue DD as the case may be. The Bank is not in any manner involved in the said transactions and contracts and my sole recourse in this regard shall be with the party with whom I have the transactions. The Bank is merely providing me services whereby the said funds would be transferred at my instructions.

# (e) Technology Risks:

The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, programme or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process my instruction or request. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. I understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason.

I understand and I accept that the Bank shall not be responsible for any of the aforesaid risks. I also accept that the Bank shall disclaim all liability in respect of the said risks.

#### (f) Other Risks

I understand that this service allows me to transfer funds to another Third Party account within the Bank or outside the Bank and I also understand that it becomes more imperative for me to not divulge/share my IPIN and cust id to anyone including family members, office colleagues or any other person.

#### 4. Limits:

I am aware that the Bank may from time to time impose maximum and minimum limits, including daily limits on funds that may be transferred or the amount of the DD that can be issued through the payment instructions given by me. I realise and accept and agree that the same is to reduce the risks on me. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. I shall be bound by such imposed and shall strictly comply with them.

#### 5. Withdrawal of Facility:

Bank on a best effort basis will notify me of the withdrawal of the facility through its website or through any legally recognised medium of communication

#### 6. Charges:

I hereby agree to bear the Charges as may be stipulated by the Bank on its website from time to time for availing of these services. The same shall be mentioned in the website of the Bank.

I authorise the Bank to debit my Bank A/c to recover any charges.

#### 7. Binding nature of above terms and conditions:

I agree that by use of this facility, I shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on us in the same manner as if I have agreed to the same in writing.

#### 8. INDEMNITY:

I agree that I shall indemnify and hold the Bank harmless from and against all actions, claims, demands, proceeding, losses, damages, cost, charges and expenses whatsoever which the Bank may at time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing me the Services herein and/or NetBanking facility, or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by me or due to breach by me of any of the NetBanking Terms and conditions mentioned herein.

#### Additional terms and conditions for Visa Money Transfer

- Visa Money Transfer offers the HDFC Bank Account Holder/ User, online funds transfer from his bank account to any domestic Visa Debit or a credit card
- Visa Money Transfer is provided by HDFC Bank at the Account Holder/ User's request, which request shall mean the Account Holder/ User's authorisation for debiting the Account Holder/ User's account towards the amount of such transfer, together with the charges, if any.
- To effect Visa Money Transfer, the Account Holder/ User shall provide to HDFC Bank all the information as required under the relevant screen including: Card Number, Amount etc. in absence of which the Bank shall not be liable to effect the Visa Money Transfer.
- The Visa Money Transfer service is only applicable for credits to VISA Cards issued in India. This service is not applicable for cards issued by any other Issuing authority.
- 5. The Visa Money Transfer service is not applicable for transfers to cards not issued in India
- While HDFC Bank shall endeavor to ensure that transfers are not made to any Card not issued in India, the onus shall lie on the customer to ensure that there are no FEMA or Exchange Control violations

- being done by him, and the customers shall be held liable for liability therein.
- HDFC Bank shall send the transfer only to the Card number of the beneficiary. While the Bank may at its
  discretion obtain certain other details of the beneficiary like: Name, Address, Bank name etc. the Bank is
  in no way responsible to verify or authenticate the same.
- 8. While HDFC Bank shall endeavour to effect the Visa Money Transfer instruction at the earliest on receipt it does not guarantee or be held responsible for performance hereunder.
- 9. HDFC Bank shall process all transactions received till 12 midnight of the previous day on the next day.
- All transactions shall be processed only on working days. Transactions done on Sundays and Bank holidays will be processed on the next working day
- 11. The Bank shall assume no responsibility for:
- -- Visa Money Transfer transactions carried out in good faith relying on Account Holder/ User's instructions.
- Not carrying out Visa Money Transfer transactions where the Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague, or doubtful.
- For the performance of VISA or any other entity involved in the process; and for any loss or damage
  incurred or suffered by the Account Holder/ User for any error, defect, failure or interruption of Visa
  Money Transfer service or consequences arising out of delayed payments.
- 12. HDFC Bank may also make additions/ deletions to the services offered through any of its channels at its sole discretion. The availability/non-availability of a particular service shall be informed to me through email, web site of the bank or by written communication.
- 13. I am entirely responsible for providing the correct Card Number of the beneficiary. The B a n k w i I I process all transactions only on the basis of the information provided by me. The Bank will not be responsible for any erroneous credit, if an erroneous card number is provided by me. The bank will also not be responsible to reverse such a wrong transaction.
- 14. HDFC Bank shall on best cases send the remittance within 24 hours of the transaction, however the Bank is not responsible for the period within which the beneficiary bank will credit the proceeds to the beneficiary card.
- 15. HDFC Bank shall offer this service only for Savings Account & Current Account customers.
  - The use of this service will mean that the customer has read, understood and accepted the Terms & Conditions.