

# **Funds Transfer Limit Form - BizXpress**

(1) Date of Application: Barcode:							
(2) Entity Name:							
(3) Entity Customer ID:							
(4) Account Number :							
(5) Details of Authorized Signatories with BizXpress limits							
Name of Authorised Signatory			Daily Limit ( ₹ 50 Lakh	_		No. of Transactions / Per Day	Signature of Authorised Signatory and Company Stamp
<ol> <li>Tax payments can be done irrespective of limits mentioned in table above.</li> <li>In case of Sole Proprietorship - Signature of Sole Proprietor is required.</li> <li>In case of Partnership Firm - Signature of All Partners is required.</li> <li>For all other Entities - Signature of highest authority as per MOP is required.</li> <li>The maximum permissible daily limit is Rs. 50 Lakhs per account.</li> <li>All fields are mandatory.</li> <li>All pages to be signed and stamped.</li> </ol>							
Terms and Conditions for BizXpress Services							
Definitions and Interpretation     I, me and myself refers to all the holders of the account(s) in which any				under the Application, including any payment instructions for transfer of funds or stop-payment instructions or requests for cheque books or statements;			
fund transfer facility is provided to me on or in respect of the Application"  "Application" shall mean the mobile based and web-based application by the name and style of 'BizXpress by HDFC Bank' offered by the Bank for the provision and delivery of certain banking services to its Customers;				"Security Procedure" shall mean such procedure(s) as may be prescribed by the Bank, from time to time, for the purposes of (a) verification of a Customer at the time of logging onto the Application; (b) verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction is that of the Customer.			
"Application Terms and Conditions" shall mean the terms and conditions application to use of the Application and/or in relation to the utilisation of any services which are available on the Application, as set out on the Bank's website or on the Application				2. Application terms and conditions I acknowledge and agree that I shall comply with the use and operation of the Application as per Application Terms and Conditions.			
"Instruction(s)" shall mean and include all communications made or instructions given by the Customers to the Bank, by following the Security Procedure, for carrying out any financial or non-financial activities offered and phrases used herein and not defined shall have the same measigned to them in the Application Terms and Conditions.							d Conditions. Capitalised words shall have the same meaning

### 3. INSTRUCTIONS:

### I acknowledge and agree that:

- (a) all Instruction(s) received by the Bank from me shall only be processed during banking hours on working days / such hours as prescribed by the RBI and permitted by the Bank in its sole discretion. With regards to Instruction(s) in relation to IMPS transactions, the same shall be processed by the Bank in accordance with the timelines as prescribed by the Bank from time to time. An Instruction will only be accepted by the Bank if it has been transmitted to the Bank in the manner set out in these Terms and Conditions and the Application Terms and Conditions, by using the Security Procedure prescribed hereunder. The Bank may, in its absolute discretion, but without being under any obligation, make further checks as to the authenticity of any Instruction(s) by use of OTPs or any other mode of verification.
- (b) I am solely responsible for the accuracy and authenticity of the Instructions provided to the Bank and will be bound by any and all Instructions given. The Bank shall be entitled to rely upon all Instructions given by me and act on such Instructions. I further acknowledge and agree that in the event of any inaccuracy in any information and/or Instruction, there could be consequent erroneous transfers. In the event of any dispute on the actual Instructions given to the Bank, the records of the Bank would be final and binding on me and the Bank shall not be liable to me or any third party for any losses, damages or claims, whether direct or indirect arising from or in relation to any inaccuracy in any information and/or Instruction given by me to the
- (c) An Instruction shall remain effective till the earlier of the same being, countermanded by further Instructions by me or, given effect to/processed by the Bank. I acknowledge and agree that if I notice an error in the information supplied to the Bank in any communication or Instruction, I would be required to immediately notify the Bank and the Bank will endeavor to rectify such error wherever possible on a "reasonable efforts" basis but under no circumstances shall the Bank be liable to me or any third party for any losses, damages or claims, whether direct or indirect arising from or in relation to any error in the information supplied to the Bank in any communication or Instruction.
- (d) If the Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law, regulation or policy; or (iii) the Bank has reason to believe that the Instruction is issued to carry out an unlawful transaction; or (iv) the Instruction is attached with notice of any special circumstances, then the Bank may, (without being bound to do so) seek clarification from me before acting on any such Instruction or act or refuse to act upon any such Instruction in such manner as it deems fit.
- (e) The Bank shall not be responsible for any delay in carrying out any Instructions due to any reason whatsoever, including due to any circumstances beyond its reasonable control or any requirement of law or on account of any shortcoming by any third party, howsoever caused.

## 4. TRANSACTIONS:

The transactions, which may require, the transfer of the funds may not fructify or may not be completed by the parties to whom I request the Bank to transfer the funds. 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 on my instructions.

### 5. TECHNOLOGY RISKS:

The technology for enabling the services could be affected by virus or other malicious, destructive or corrupting code, program 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 the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions. I understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason.

#### 6. LIMITS:

I am aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred. I acknowledge 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 limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the concerned page or the website.

# 7. AUTHENTICATION IN RESPECT OF FUND TRANSFER INSTRUCTION

I agree and acknowledge that the Bank may introduce additional factors of authentication for fund transfer transactions as per its internal policies and as per applicable law. I further agree and acknowledge that the Bank may also choose to introduce additional levels of authentication as it deems fit for processing any fund transfer transactions and I would be required to undertake such authentication before affecting any fund transfer transactions.

### 8. MISUSE OF USER ID AND PASSWORD

I acknowledge that if any third person obtains access to my User ID and Password, such third person would be able to provide payment instructions / other instructions to the Bank. I shall ensure that the terms and conditions applicable to the use of the User ID and Password as contained herein are complied with at all times.

### 9. INTERNET FRAUDS:

- (a) The Internet *per se* is susceptible to a number of frauds, misuse, hacking and other actions that could affect 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 that could affect instructions to the Bank including result in delay or failure in processing the instructions.
- (b) I shall separately evolve/ evaluate all risks arising out of the same and the Bank shall not be responsible for the same.
- (c) I understand that doing a transaction at a cybercafe/shared computer terminal is risky and I shall not use the services of a cybercafe/shared computer terminal to do any transactions.

### 10. INDEMNITY:

- (a) I shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of (i) breach of any of the terms and conditions mentioned herein above or any of the Application Terms and Conditions, and (ii) as a consequence of the Bank relying on any Instructions which is received by it on the Application which the Bank has reason to believe is true and accurate.
- (b) The Bank's sole obligation and my sole and exclusive remedy in the event of interruption to the services or loss of use and/or access to the Bank's website shall be to use all reasonable endeavor to restore the services and/or access as soon as reasonably possible. The Bank makes no express or implied warranty with respect to the services provided hereunder including without limitations any warranties of uninterrupted/error-free performance of the Application, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

### 11. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of the services and these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the courts at Mumbai and I hereby irrevocably waives any objection it may have now or in the future to the laying of the venue of any legal action or proceedings and any claim that any such legal action or proceedings has/ have been brought by the Bank in an inconvenient forum. I shall demonstrate my knowledge and acceptance of the aforesaid terms and conditions by logging onto or otherwise accessing or using the services. If I do not agree with any of the terms or conditions as aforesaid, I shall not use or attempt to use the services in any manner whatsoever including by logging onto the Application.

V1:01/03/2021Application for Non Induvidual Entities

CUSTOMER HAS SIGNED IN MY PRESENCE.

Approved By: (BM / BDA)

Sourcing

Branch Code