Terms and Conditions for online access of the Delfin System

On this website, HDFC Bank Limited ("Bank") provides access to its 'Delfin' system ("Delfin System") in relation to the Bank's Dealer Finance programme to such dealers who have executed a system access agreement with the Bank ("System Access Agreement") which is valid and binding as on this date ("Dealer"). The access and use of this website and/or the Delfin System by the Dealer is subject to the terms and conditions set out in the System Access Agreement and the terms and conditions below ("Terms"). These Terms shall be in addition to the System Access Agreement and in the event of any conflict between the terms of the System Access Agreement and these Terms, the terms more restrictive in nature on the Dealer or more beneficial to the Bank shall, to that extent, prevail. These Terms include terms incorporated by reference herein.

1. USE OF THE WEBSITE

1.1 The grant of the licence to access and use this website and the use of the Delfin Facilty is solely for the benefit of the Dealer; provided that the Dealer may authorise employees and partners/members engaged to work exclusively for the Dealer (but not external professional service providers such as advocates, accountants, auditors, outsourcers, etc.) to access and use this website and the Delfin System ("Authorised Representatives"). The Dealer agrees and confirms that any access and use of the Delfin System by its Authorised Representatives shall be deemed to be access by the Dealer as principal. The Dealer shall be bound to ensure that the access and use of the Delfin System by its Authorised Representatives is in accordance with these Terms.

2. USERNAME/ PASSWORD

2.1. The Dealer understands and agrees that the access and use of the Delfin System shall be authenticated by a username and password which would be allocated to the Dealer pursuant to the execution of the System Access Agreement and the Bank shall be entitled at all times, at its sole discretion, to change the username or password and/or require the Dealer to change its username and password. Provided however that in case there are multiple divisions of the Dealer and the facilities have been sanctioned division wise by the Bank, then Bank shall be entitled at all times, at its sole discretion, upon request of the Dealer, allocate usernames and password division-wise. The provisions of these Terms in relation to username and password shall apply to each such allocated username and password.

2.2. The Dealer must:

- (i) provide an authentic email address to the Bank to which the allocated or changed password would be sent and keep the Bank informed of any change in the said email address, and the Bank shall not be responsible for any error in the email address or failure of delivery of the email to such email address or failure of the Dealer to read the email address:
- (ii) keep the password totally confidential and not reveal the same to any third party; provided that the Dealer may provide the same to its Authorised Representatives;
- (iii) not allow any unauthorized person to have access to a computer left unattended while accessing the Delfin System:
- (iv) immediately report to the Bank if the password is lost or stolen or compromised in any manner. The Dealer agrees that in case of the above, or if the Dealer forgets the password, the Dealer can request for change of the password. Such replacement shall not be construed / deemed as the commencement of a new contract; and
- (v) not use a username or password which does not belong to it or attempt to ascertain someone else's username or password through illegal or unethical means.

- 2.3. The Dealer understands that it shall be solely responsible for all access and use of the Delfin System via the username and password, whether or not it has knowledge of or has authorised such access and use. The Dealer alone shall be liable for any use/misuse of the Delfin System through the username of the Dealer.
- 2.4. All access to the Delfin System through the username of the Dealer shall be deemed to have been made by the Dealer. All requests, applications and other instructions given on this website via the username of the Dealer shall be deemed to have been given by the Dealer, and the Bank shall be entitled to rely / act upon such requests, applications and other instructions as if they were made or given by the Dealer itself.

3. **DELFIN SYSTEM**

- 3.1. As part of the Delfin System, the Bank makes available *inter alia* the following features, at the Bank's discretion, to the Dealer on the following terms:
 - (i) **Statement view:** The Dealer may view online statements of its financing transactions with the Bank, subject to the following terms:
 - (a) Delfin provides a statement of accounts with respect to the accounts maintained by the Dealer with the Bank in relation to the borrowing facilities obtained by the Dealer from the Bank ("**Statement**"). The Statement is only for reference and information of the Dealer.
 - (b) The Statement shall be in such form as the Bank may deem fit. The Statement may not include applicable rates / charges / fees, etc forming part of the outstandings under existing facilities.
 - (c) The Bank does not warrant, guarantee or make any representations in respect of the Statement; and the Dealer shall assume the entire risk as to the suitability, use, results of use or inability to use the information in terms of timeliness, truthfulness, sequence, completeness, accuracy, reliability, correctness, performance or otherwise.
 - (d) The Bank does not warrant that the information contained in the Statement will be unmanipulated, complete, free of any error, omission, defect, shortcoming or limitation of any nature, or satisfactory to the Dealer or useful for any particular purpose. The Dealer waives any claim, issues or complaints against the Bank arising as a result of reliance upon the information provided through the Statement.
 - (e) The information contained / data generated / available in the Delfin System may be subject to change, updation, revision, verification and amendment without notice and such information/data generated may change materially.
 - (f) The Dealer undertakes to verify the correctness of each Statement and to notify the Bank within 30 (thirty) days of the generation of the Statement or before giving any further instructions thereon, whichever is the earlier, of any discrepancies, omissions or debits wrongly made or inaccuracies in the Statement so generated. If no objection is made within 30 (thirty) days or before further instructions are given by the Dealer, the same shall be conclusive evidence as against the Dealer without any further proof that the Statement or report is correct and the Bank shall be free from all claims in respect thereto.
 - (g) The Dealer agrees and understands that, irrespective of whether loans are disbursed in one or more tranches, the Statement may be provided in running form. In such event the Statement would be construed to mean that the financing provided by the Bank / loan account of the Dealer is a running cash credit / current account / overdraft account.
 - (ii) Loan disbursement request: The Dealer may make a loan disbursement request to the Bank in respect of existing financing facilities already sanctioned by the Bank to it, subject to the following terms:

- (a) Any online request / application made through the username of the Dealer shall be construed to be a valid request / application made to the Bank and the Bank shall be entitled to rely / act upon it as if it were made by the Dealer.
- (b) Such requests / applications shall be conclusively presumed for the Bank's benefit to be duly authorized by and legally binding on the Dealer and the Dealer shall be fully responsible for the same. The Bank shall not be responsible to ensure the authenticity, validity or source of any requests / applications and shall not be liable if any requests / applications turn out to be unauthorized, erroneous or fraudulent or may have been altered, misunderstood or distorted in any manner in the course of communication.
- (c) The Dealer shall not make any claim against or hold the Bank liable by reason of or on account of the Bank having acted or refused to act on any requests / applications or having acted wrongly or mistakenly or of the Bank's failure to act wholly or in part in accordance with the requests / applications.
- (d) The Bank shall be entitled not to act on the requests / applications received by the Bank if there has been a transmission error consequent to which the requests / applications have not properly reached the Bank or if the transmission received is not clear or is illegible.
- (e) The Dealer understands and is aware that the requests / applications submitted by the Dealer on this website do not constitute an agreement between the parties and may not be construed as acceptance by the Bank of the requests / applications. The Bank is not bound to admit every request / application submitted and is authorized to reject the same if it is not in compliance with these Terms, the Bank's policies, the RBI's guidelines or applicable law. The Bank will verify the acceptability or otherwise of each request / application based on the above and may inform the Dealer of its acceptance or rejection (with or without assigning reasons). In the event that the Dealer does not receive information from the Bank of the acceptance/ rejection of the request/ application, it shall be the responsibility of the Dealer to verify the same with the Bank. A legal and binding agreement would be constituted between the Bank and the Dealer only upon acceptance by the Bank of the request / application of the Dealer, execution of all legal documentation by the Dealer/ third parties as per the Bank's requirements and upon completion of other conditions precedent required by the Bank to be satisfied.
- (f) In case of rejection by the Bank, the Bank shall not be required to give any reasons therefor and the Dealer hereby waives any objection in that regard.
- (g) The Dealer understands that it may be required to submit certain documents / physically or on this website alongwith its requests / applications and agrees to submit the same in the manner required by the Bank. It shall be the responsibility of the Dealer to follow up with the Bank as to any further documents required for completion of the request / application. Failure to submit the necessary documents would constitute an incomplete request / application.
- (h) The Bank shall be entitled to disregard any incomplete request / application. The decision as to the completeness of any request / application shall lie with the Bank. The Bank may further require the Dealer to submit an offline application in lieu of the online one.
- (i) The Dealer shall not make multiple requests / applications in respect of the same subject matter on this website or through any offline method. The Bank may, at its option, either disregard all requests/ applications made to it in relation to a particular subject matter or admit any one validly constituted request / application.
- (j) The Dealer may apply for cancellation or withdrawal of any request / application once made, only as per the procedure made available by the Bank and subject to such processing fees as may be levied

by the Bank. The Bank may thereafter, at its sole discretion, accept such application for cancellation or withdrawal of any request / application or reject it without assigning any reasons therefor. If the Bank rejects such application, then the original request / application would be processed as if no application for cancellation or withdrawal had been made by the Dealer.

- (iii) Loan enhancement request: The Dealer may apply for an enhancement of loan facilities already sanctioned by the Bank to it, on this website, subject to the following terms:
 - (a) Any online request / application made through the username of the Dealer shall be construed to be a valid request / application made to the Bank and the Bank shall be entitled to rely / act upon it as if it were made by the Dealer.
 - (b) Such requests / applications shall be conclusively presumed for the Bank's benefit to be duly authorized by and legally binding on the Dealer and the Dealer shall be fully responsible for the same. The Bank shall not be responsible to ensure the authenticity, validity or source of any requests / applications and shall not be liable if any requests / applications turn out to be unauthorized, erroneous or fraudulent or may have been altered, misunderstood or distorted in any manner in the course of communication.
 - (c) The Dealer shall not make any claim against or hold the Bank liable by reason of or on account of the Bank having acted or refused to act on any requests / applications or having acted wrongly or mistakenly or of the Bank's failure to act wholly or in part in accordance with the requests / applications.
 - (d) The Bank shall be entitled not to act on the requests / applications received by the Bank if there has been a transmission error consequent to which the requests / applications have not properly reached the Bank or if the transmission received is not clear or is illegible.
 - (e) The Dealer understands and is aware that the requests / applications submitted by the Dealer on this website do not constitute an agreement between the parties and may not be construed as acceptance by the Bank of the requests / applications. The Bank is not bound to admit every request / application submitted and is authorized to reject the same if it is not in compliance with these Terms, the Bank's policies, the RBI's guidelines or applicable law. The Bank will verify the acceptability or otherwise of each request / application based on the above and may inform the Dealer of its acceptance or rejection (with or without assigning reasons). In the event that the Dealer does not receive information from the Bank of the acceptance/ rejection of the request/ application, it shall be the responsibility of the Dealer to verify the same with the Bank. A legal and binding agreement would be constituted between the Bank and the Dealer only upon acceptance by the Bank of the request / application of the Dealer, execution of all legal documentation by the Dealer/ third parties as per the Bank's requirements and upon completion of other conditions precedent required by the Bank to be satisfied.
 - (f) In case of non-enhancement/rejection by the Bank, the Bank shall not be required to give any reasons therefor and the Dealer hereby waives any objection in that regard.
 - (g) The Dealer understands that it may be required to submit certain documents / physically or on this website alongwith its requests / applications and agrees to submit the same in the manner required by the Bank. It shall be the responsibility of the Dealer to follow up with the Bank as to any further documents required for completion of the request / application. Failure to submit the necessary documents would constitute an incomplete request / application.

- (h) The Bank shall be entitled to disregard any incomplete request / application. The decision as to the completeness of any request / application shall lie with the Bank. The Bank may further require the Dealer to submit an offline application in lieu of the online one.
- (i) The Dealer shall not make multiple requests / applications in respect of the same subject matter on this website or through any offline method. The Bank may, at its option, either disregard all requests/ applications made to it in relation to a particular subject matter or admit any one validly constituted request / application.
- (j) The Dealer may apply for cancellation or withdrawal of any request / application once made, only as per the procedure made available by the Bank and subject to such processing fees as may be levied by the Bank. The Bank may thereafter, at its sole discretion, accept such application for cancellation or withdrawal of any request / application or reject it without assigning any reasons therefor. If the Bank rejects such application, then the original request / application would be processed as if no application for cancellation or withdrawal had been made by the Dealer.

4. CHARGES

4.1. The Bank reserves the right to charge and recover from the Dealer, facility charges for providing access to the Delfin System from time to time, which facility charges shall be at the sole discretion of the Bank and which would be communicated to the Dealer from time to time. The Dealer hereby authorizes the Bank to recover the facility charge by debiting one of the accounts of the Dealer with the Bank or by adding the same to the outstandings in respect of the loans / facilities already sanctioned by the Bank to the Dealer by sending a bill to the Dealer who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the facility charge by the Bank in a manner as the Bank may deem fit along with such interest, if any, and/or suspension of access to the Delfin System without any liability to the Bank.

5. TERMINATION / CANCELLATION OF ACCESS TO THE DELFIN SYSTEM

- 5.1. Upon termination or expiry of the System Access Agreement and/or the Dealer's borrowing relationship with the Bank and/or its ceasing to carry on the business of dealership in the segment set out in the Schedule to the System Access Agreement, whichever is earlier, its access to the Delfin System shall be terminated.
- 5.2. Without prejudice to the above, the Bank further reserves the right to disable any username and/or password, at any time without notice, if in the Bank's opinion the Dealer has failed to comply with any of the provisions of these Terms. The Bank further reserves the right to suspend or cancel access to the Delfin System, at any time without notice, solely at its discretion.
- 5.3. The Dealer understands that the Bank may, at its sole discretion, process or treat as lapsed any applications and/or requests pending on the date of cancellation/ suspension of access to the Delfin System and the Bank shall not be liable to the Dealer for any loss or damage caused to the Dealer due to the treatment of any requests or application as lapsed upon cancellation/ suspension.

6. AUTHENTICITY OF PERSONAL INFORMATION

6.1. The Dealer agrees and undertakes that the information provided by the Dealer on this website or in communications with the Bank shall be accurate and complete in all respects. The Bank shall neither be responsible for the authenticity of the information supplied by the Dealer nor for the quality and suitability of the facilities provided to the Dealer if the information provided by the Dealer is inaccurate and/or incomplete. The Bank shall also have the authorization to charge a penalty on the Dealer on account of providing any incorrect information through any mode. Furthermore, the Bank also reserves the right to take appropriate legal action against the Dealer for any misrepresentation or fraud. The Dealer further agrees to indemnify and

keep the Bank indemnified for any loss and/or damage caused to the Bank by reason of any incomplete and/or inaccurate information provided by the Dealer to the Bank.

7. COVENANTS AND UNDERTAKINGS

- 7.1. The Dealer undertakes not to carry out, or permit to be carried out by the Authorised Representatives, the following acts in relation to this website:
 - (i) to re-use, reproduce, edit, alter, enhance or tamper with, decompile, reverse engineer, disassemble, attempt to discern the source code of this website or reduce any portion of this website to human-readable form, or modify or interfere in any way with the same or any part thereof;
 - (ii) make error corrections to or otherwise modify or adapt this website to create, or permit to be created, derivative works from the whole or any part of this website or modify or incorporate them in any other work, publication or website, whether in hard copy or electronic format;
 - (iii) to restrict or inhibit any other user from using and enjoying this website;
 - (iv) to access data not intended for the Dealer's use or trespass, break into, access, log onto, use or attempt to trespass, break into, access, log onto or use any server or account that the Dealer is not authorized to access;
 - (v) to access or use this website for an unlawful purpose;
 - (vi) to access this website through an impersonation;
 - (vii) to do any act which is inconsistent with or exploitative of any Intellectual Property or goodwill of the Bank; or use of this website through mechanical, programmatic, robotic, scripted or any other automated means.
- 7.2. The Dealer shall promptly inform the Bank if the Dealer becomes aware of:-
 - (i) any unauthorised/ prohibited use of this website or the Delfin System;
 - (ii) any actual, threatened, or suspected infringement of any Intellectual Property of the Bank; and
 - (iii) any claim by any person that this website infringes the intellectual property or other rights of any person.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. The Dealer hereby represents and warrants to the Bank that:
 - (i) (if a non-individual) the Dealer is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted and to perform its obligations as mentioned in the Terms hereunder and (if an individual) the Dealer is competent to contract under the Indian Contract Act, 1872 and that there is no impediment to his capacity to enter into contracts and he has not been declared an insolvent nor has he committed any act of insolvency;
 - (ii) These Terms constitute a valid and legally binding and enforceable obligation of the Dealer and no statute, regulation, rule, order, judgment or contract binding on the Dealer prohibits the Dealer's execution or performance of these Terms; and

(iii) With respect to accounts established in the name of third parties, the Dealer has been duly authorized to enter into and perform all transactions contemplated hereby and to take actions and give oral and written instructions with legal and binding effect upon such third parties.

9. DISCLOSURE OF INFORMATION

- 9.1. The Dealer gives consent to the Bank to disclose information provided by the Dealer in the application(s) submitted for the purpose of cross selling to any marketing agent/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services/products, including without limitation, cross selling of various financial products.
- 9.2. The Dealer understands that as a pre-condition, relating to grant of the loans/ advances/ other fund-based and non-fund-based credit facilities to the Dealer, the Bank requires the consent of the Dealer before the Bank discloses any information and data relating to the Dealer, of the credit facility availed of/to be availed, by the Dealer, obligations assumed/ to be assumed, by the Dealer, in relation thereto and default, if any, committed by the Dealer, in discharge thereof. Accordingly, the Dealer hereby agrees and gives consent for the disclosure by the Bank of all or any such,
 - (i) information and data relating to the Dealer,
 - (ii) the information or data relating to any credit facility availed of/ to be availed, by the Dealer, and
 - (iii) default, if any, committed by the Dealer in discharge of such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by the Reserve Bank of India ("RBI").
- 9.3. The Dealer declares that the information and data furnished to the Bank is true and correct.
- 9.4. The Dealer, undertakes that:
 - (i) The Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
 - (ii) The Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

10. BANK'S RIGHTS

- 10.1. Notwithstanding anything the contained in any other agreement between the Bank and the Dealer, the Bank may at any time, without the provision of any reason therefor, require payment/repayment of the principal, interest and other outstandings payable/ repayable by the Dealer to the Bank in respect of any or all of the facilities obtained by the Dealer from the Bank; and for this purpose, the Bank may appropriate all the amounts available with the Bank towards these amounts and in such case the Dealer agrees and undertakes to pay all amounts mentioned above forthwith.
- 10.2. The Dealer hereby grants and confirms that the Bank may, at any time, without prejudice to any of its specific rights under any other agreements with the Dealer, at its sole discretion and without notice, transfer any moneys belonging to the Dealer and lying/deposited with the Bank, from one account of the Dealer to another account with the Bank, towards any of the Bank's dues and outstandings under or in respect of a loan facility, including any charges/fees/dues payable under these Terms.

10.3. In the event that the Dealer fails to utilise the entire facility sanctioned to it for the purpose for which it was sanctioned, then the Bank shall be entitled, without prejudice to any of its rights under any other agreements with the Dealer, to levy a penalty in respect of such unutilised amounts as per its internal policies.

11. **DISCLAIMER**

- 11.1. The information and facilities provided on this website are on an "as is" basis, with no warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties of title or accuracy or any implied warranties of merchantability or fitness for a particular purpose, or that:
 - (i) the contents of this website are error-free, accurate current or suitable for any particular purpose;
 - (ii) this website will be free of viruses or that this website cannot be tampered with by third parties
 - (iii) the facilities on this website will meet the Dealer's requirements,
 - (iv) access to this website will be uninterrupted, timely, secure, or error-free,
 - (v) the quality of any information or other facilities obtained through this website will meet the Dealer's expectations.
- 11.2. Use of this website and the information is at the Dealer's sole risk. The Bank may make changes and/or corrections in the Delfin System at any time, without notice.
- 11.3. In no event will the Bank, its licensors, officers, directors, employees, subcontractors, agents, successors and assigns, be liable for any damages whatsoever arising out of or related to this website, any website operated by a third party or any information contained in this website or any other website, including, but not limited to direct, incidental, special, consequential or punitive damages, including but not limited to lost data, lost revenue, lost goodwill, or lost profits, under any theory, whether under a contract, tort (including negligence) or any other theory of liability, even if the Bank is aware of or contemplated the possibility of such damages.
- 11.4. The Dealer is aware that he has the option of not availing the facility provided by the Bank through the Delfin System. However, the Dealer declares and confirms that the Dealer has, for the convenience of the Dealer and after being fully aware of, and having duly considered the risks involved, (which risks shall be borne fully by the Dealer) opted for such facility of its own free choice and have requested and authorised the Bank to rely upon and act on the instructions / requests / applications made through the Delfin System. The Dealer is willing and agreeable to bear all associated risks, responsibility and liability of any misuse or unauthorised use of the Delfin System.
- 11.5. The Dealer further declares and confirms that the Dealer is aware that the Bank is agreeing to offer the facility of the Delfin System and to act on the basis of /only by reason of, and relying upon, the Dealer agreeing, confirming, declaring and indemnifying the Bank as done by these Terms and the Bank would not have done so in the absence thereof. The provisions of these Terms shall apply to any and all matters, transactions, communications, directions and instructions carried out for and on behalf of the Dealer pursuant to the Delfin System.
- 11.6. The Dealer hereby confirms that when any instructions / requests / applications are received by the Bank through username of the Dealer in the Delfin System, such instructions / requests / applications shall be deemed to have been given by the Dealer and such instructions / requests / applications shall be binding upon the Dealer.
- 11.7. The Bank shall be entitled to rely upon such instructions / requests / applications so received through the username of the Dealer in the Delfin System and to act upon the same without being required or expected to carry out an independent verification as to the authenticity or validity of such instructions / requests / applications.

- 11.8. The Dealer agrees that notwithstanding anything to the contrary contained in these Terms, the Bank shall not be obliged to act on the basis of any instructions / requests / applications in the event that (i) the Bank does not, in good faith, believe the same to be genuine; (ii) the Bank suspects, in good faith, that the same have not been sent by the Dealer; or (iii) there is an error in transmission or reception of such instructions / requests / applications to the Bank and the Bank has not received or the Bank, in good faith, believes or suspects that it has not received the complete and correct instructions / requests / applications; or (iv) there is any ambiguity, lack of clarity or incompleteness in the instructions / requests / applications received by the Bank. The Dealer further agrees and undertakes that the Bank shall not be liable or responsible for not acting on the basis of any instructions / requests / applications in the circumstances mentioned above or any consequences of whatsoever nature including, without limitation, any losses, damages and/or expenses incurred by the Dealer arising as a result of or pursuant to the Bank not acting on the basis of any instructions / requests / applications as aforesaid.
- 11.9. The Dealer agrees that in the absence of relevant and adequate information required by the Bank for carrying out any transaction pursuant to receipt of the instructions / requests / applications, as mentioned in above or otherwise, the Bank shall not be held liable or responsible for any delay in completion of such transaction and any resulting loss or damage to the Dealer on account thereof. The Bank may at any time, at its discretion, and without assigning any reasons for the same, require the Dealer to furnish additional information/ proof for verification of the authenticity of the instructions / requests / applications.
- 11.10. In the event of any dispute relating to the actual terms of the instructions / requests / applications given through the Delfin System, the records of the Bank shall be final and binding on the Dealer and the Dealer shall not dispute the same.

12. PRIVACY POLICY

- 12.1. The privacy of the Dealer is important to the Bank and the Bank shall take all reasonable security measures to protect the information available with it. This Privacy Policy explains the nature of the information collected by the Bank on this website, why it is collected, how it is used and how it is protected.
- 12.2. This Privacy Policy seeks to cover private information of the Dealers provided to the Bank online as also any information collected by the Bank server from the browser of the Dealer.
- 12.3. The information provided by the Dealer shall not be shared with any external organisation unless the same is necessary to enable the Bank to provide access to the Delfin System or required pursuant to applicable banking norms or pursuant to these Terms. The confidentiality norms as applicable to banks shall be adhered to. In no circumstances will the Bank sell, rent, or lease the personal information provided by the Dealer.
- 12.4. This website also uses cookies. Cookies are small data files that a website stores on the computer of the person accessing this website. The Bank uses persistent cookies which are permanently placed on the computer to store non-personal (Browser, ISP, OS, Clickstream information etc) and profiling information (age, gender, income etc). While cookies have unique identification numbers, personal information (name, a/c no, contact numbers etc.) SHALL NOT be stored on the cookies.
- 12.5. Other than the situations set out in the paragraph above, the Bank will use information collected in the following situations:
 - (i) If the Dealer specifically provides written consent to the Bank for using information in another situation.
 - (ii) The Bank may disclose information to affiliates and group companies.

- 12.6. When required by lawful order, the Bank shall be required to provide information to government agencies which are lawfully authorised for investigative, protective, cyber security activity. The information or assistance shall be provided for the purpose of verification of identity, or for prevention, detection, investigation, prosecution, cyber security incidents and punishment of offences under any law for the time being in force.
- 12.7. Should the Dealer have any questions or complaints relating to the Delfin System (questions as to the privacy on this website or notice of any violations of this Privacy Policy), the Dealer is aware that it can approach the Grievance Redressal Cell within the Bank at dealerfinance.supportdesk@hdfcbank.com, or such other email address designated by the Bank from time to time, as per the policies of the Bank.

13. INTELLECTUAL PROPERTY

- 13.1. Except as otherwise provided, all trademarks, logos, domain names, copyrights, content, information, business methods, graphic representations, designs and documentation, audio, video, graphics, icons, images, databases and content posted on this website as well as the "look and feel" of this website and the source and object code of this website ("Intellectual Property") is the property of the Bank and/or its licensors in which the Bank and/or its licensors has a proprietary and protectable interest. Neither the posting of the Intellectual Property on this website nor the licence permitting the Dealer to access and use this website constitutes a waiver, transfer, assignment or license of the proprietary rights in the Intellectual Property to the Dealer or to any third party.
- 13.2. The Dealer may use the said Intellectual Property only with the prior written consent of the Bank or its respective owners, provided that the Dealer acknowledges the Bank as the source and owner of the Intellectual Property used and provide a clear stipulation to the effect that the Dealer has no proprietary right on the said Intellectual Property.
- 13.3. The Dealer shall further, at the request and expense of the Bank, do all such things as may be reasonably required to assist the Bank in taking or resisting proceedings in respect of any infringement or claim in relation to the Intellectual Property of the Bank and in maintaining the validity and enforceability of the Intellectual Property of the Bank.

14. **CONFIDENTIALITY**

- 14.1. The Dealer hereby grants to the webmaster / administrator the right to read, distribute, disclose and otherwise use anything posted on this website or e-mailed to the webmaster / administrator of this website, in accordance with the Privacy Policy or, if not covered by the Privacy Policy, as it deems appropriate in its sole judgment.
- 14.2. The Dealer agrees to hold any Confidential Information (as defined below) it obtains in confidence and, unless required by applicable law, not to make the Confidential Information available to any third party or to use the Confidential Information for any purpose other than as permitted by the Bank through its prior written consent.
- 14.3. For purposes of these Terms, "Confidential Information" means any and all information about the Bank or this website or about the contents, materials and databases forming part of the Delfin System including without limitation, ideas, designs, codes, algorithms, programmes or other technical descriptions, data flow charts, logic flow charts, user manuals, data structures, formulae, improvements, know-how, techniques, R&D, specifications, prototypes, reports, agreements, technology and technical and manufacturing procedures, programmer notes, design rights, scripting, pricing/profitability models, strategies, forecasting models, Intellectual Property, policies and procedures, developments, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information and personal information about other users of this website, which are (i) not disclosed generally to the public, (ii) accessible only through a valid username and password, and/or (ii) accessible only by way of reverse engineering, decompiling or dissembling the code of this website.

15. CONSENT TO RECEIVE COMMUNICATIONS FROM THE BANK

15.1. The Dealer hereby expressly consents to receive information / services etc. through telephone / mobile / SMS / emails by the Bank / its agent in respect of the borrowing relationship between the parties and/or the Delfin System. The Dealer confirms that in the event that he/it has registered on the "National Do Not Call Registry" established by the Telecom Regulatory Authority of India, the calls/ SMS/ emails shall not be regarded as unsolicited communication as per the laws laid down by the Telecom Regulatory Authority of India since the same are in relation to the transactions between the parties.

16. **INDEMNITY AND LIABILITY**

- 16.1. The Dealer agrees that, without prejudice to the specific indemnities set out elsewhere in these Terms, it shall indemnify and hold the Bank harmless against all liabilities, actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of any negligence/mistake/misconduct on the part of the Dealer or breach or non-compliance by the Dealer of any of the Terms or by reason of the Bank in good faith taking or refusing to take action on any request/ application/ instruction given by the Dealer.
- 16.2. The Dealer acknowledges and understands that the internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could adversely affect the Dealer's use of this website. 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 the use of this website including result in delay or failure in processing the requests/ applications made herein. The Dealer shall separately evaluate all risks arising out of the same and the Bank shall not be responsible for the same.
- 16.3. The Dealer agrees to exempt the Bank from any and all responsibility/ liability of such misuse of the Delfin System either by itself or any third party and not to hold the Bank responsible for any such misuse and further indemnifies the Bank and keep agrees to the Bank indemnified, saved and harmless, from time to time and at all times from and against any and all claims, losses, damages, costs, liabilities, charges, actions, suits, demands, penalties and expenses or other consequences incurred, suffered or paid by the Bank or required to be incurred, suffered or paid by the Bank and also against all demands, actions, suits, proceedings made, filed instituted against the Bank, pursuant to, in connection with or arising out of or in relation to:-
 - (i) The Bank acting or refraining to act pursuant to, in accordance with or relying upon, any instructions / requests / applications or otherwise pursuant to the request and authority conferred herein; and/or,
 - (ii) The Bank acting pursuant to, in accordance with or relying upon any instructions / requests / applications received by the Bank in accordance with the provisions of these Terms; and/or,
 - (iii) Any unauthorised or fraudulent instructions / requests / applications received by the Bank; and/ or
 - (iv) Non receipt of any instructions / requests / applications claimed to have been sent by the Dealer; and/ or
 - (v) Any errors, delays or problems in transmission or unauthorized/ illegal interception, alteration, manipulation of electronic data or otherwise caused by using facsimile or Internet as a means of transmission.

PROVIDED that this indemnity shall not be available to the Bank, if the liabilities for which the Bank is seeking indemnity hereunder arise from its own gross negligence or willful default.

16.4. The indemnities these Terms are without prejudice to the Bank's other right, privileges, powers and remedies in law and the Bank may delay enforcing its right without at any time losing them and any waiver of a right by the Bank hereunder or available to it by law, shall not be deemed to be a waiver of any other rights or of the same right at another time.

17. DECLARATION OF CHANGE IN MANAGEMENT / DIRECTORS

17.1. In case the Dealer is not an sole proprietor / individual person, the Dealer shall from time to time in writing inform the Bank of all changes in its, constitution, directors, partners, trustees, etc., listing out the names and details of the personnel in charge of the management and affairs of the Dealer.

18. **GENERAL**

- 18.1. The Bank shall not be liable for any inaccuracy, error or delay in, or omission of, any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance due either to any act or omission by the Bank due to "force majeure" (including but not limited to flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications failure, technical failure, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of the Bank.
- 18.2. The Dealer understands that the clause headings in these Terms are only for convenience and do not affect the meaning of the relative clause.
- 18.3. The Dealer is aware and accepts that the Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Dealer accepts that the Bank may transfer or assign its rights and obligations under this contract to any other entity.
- 18.4. It is clarified that these Terms are on a principal to principal basis and do not create and shall not be deemed to create any employer-employee or agency relationship between the Dealer and the Bank.
- 18.5. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If either the Dealer or the Bank, fail to perform its obligations under any provision of these Terms and the other does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.
- 18.6. All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only. Provided that the Banks shall be entitled to initiate proceedings in any court of competent jurisdiction. These Terms shall be governed by the laws of India.
- 18.7. The Bank may give notices under these Terms, electronically to the mailbox of the Dealer (which will be regarded as being in writing), or in writing by hand-delivery, or by sending them by post to the last address given by the Dealer and in the case of the Bank to its registered office. In addition, the Bank may also publish notices of general nature on this website or otherwise, which are applicable to all dealers. Such notices will have the same effect as a notice served individually to each dealer.
- 18.8. It expressly agreed and declared that if for any reason whatsoever after execution hereof by any Court of competent jurisdiction holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of these Terms unless such provision is material to the Agreement.
- 18.9. No failure by the Bank to exercise, nor any delay by the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by and available under applicable law. No notice to or demand on the Dealer shall entitle the Dealer to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Bank to any other or further action in any circumstances without notice or demand.

- 18.10. The Dealer assures the Bank it/he they shall execute, sign, seal and deliver all documents, papers, acknowledgements and representations as may be required by the Bank at any time during the pendency of these Terms and thereafter with a view to more fully and effectively securing the performance of these Terms.
- 18.11. The Bank reserves the right, at its discretion, to modify and/or update these Terms at any time. The Dealer would be responsible for checking these Terms for modifications and/or updations at the time of each access to the Website. Using this website/ the Delfin System following the posting of modifications/ updations to these Terms indicates that the Dealer accepts them as modified/ updated.

19. Acceptance

The Dealer fully understands that the access and use of the Delfin System is subject *inter alia* to the acceptance by him/it of these Terms in addition to the terms and conditions and the policies in relation to the use of the Website which are available on the Website, and accordingly he/it fully, unconditionally and irrevocably accepts and agrees to the Terms in addition to the terms and conditions and the policies in relation to the use of the Website.