

IMPORTANT TERMS AND CONDITIONS

This Phoenix Gift Card powered by HDFC Bank ItzCash is issued to you by HDFC Bank Ltd, a banking company incorporated under the Companies Act, 1956 and licensed as a Bank within the meaning of the Banking Regulation Act, 1949, having its Registered and Corporate Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 ("HDFC Bank"). ItzCash Card Limited, a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Top 14th Floor, Times Tower, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 ("ItzCash"). ItzCash has been appointed as business correspondent and programme manager for the HDFC Bank ItzCash Gift Card by HDFC Bank.

(Terms & Conditions) These terms and conditions stated on the ItzCash website, viz. itzcash.com (together "the Terms") govern usage of the Co-Brand Prepaid Gift Card (the "Card") held by you (the "Cardholder") of ItzCash/HDFC Bank pursuant to a commercial agreement between the ItzCash/HDFC Bank. The Cardholder hereby agrees to abide by the Terms and the Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by performing a transaction with the Card or acknowledging receipt of the Card in writing or by signing on the reverse of the Card and shall also be deemed to have read and understood all the Terms. The Cardholder shall be responsible for keeping himself/herself updated with any changes/amendments in the relevant notifications/guidelines/circulars governing usage of the Card. The Bank disclaims all liability on account of any breach by the Cardholder of the relevant notifications /guidelines/circulars governing usage of the Cards in force and from time to time. If the Terms are not acceptable, the Cardholder must not use the Card and immediately return the Card to ItzCash/HDFC Bank.

(Accessing Card Account Detail) Information concerning the Card, including the available balance ("Card Balance") after due login to www.itzcash.com or accessed by calling/writing to the Customer Service Centre at the phone number and/or email address listed on the back of your Card.

1. Usage, Limits and Security

(Usage) The issue and use of the Card shall be subject to the rules and regulations as issued by HDFC Bank from time to time. The Cardholder shall use the Card only in India at all Phoenix Mall premises to purchase or avail goods and services from merchants.

(Transferability) The amount balance in the Card is not transferable or assignable by the Cardholder under any circumstances.

(Lost & Stolen Cards) If the Card or its PIN is lost, stolen or misused, please immediately contact the Customer Service Centre ("Customer Service Centre") on the telephone numbers listed on the back side of the Card. The Card shall be blocked within 24 hrs of reporting and risk of protecting your money starts from the time you report the loss of the Card. ItzCash/HDFC Bank at its sole discretion and on verification of the identity of the Cardholder may issue a new Card in lieu of the lost Card by charging the prescribed fees.

(Legalities) The Cardholder shall only use the Card for lawful purposes in a lawful manner.

(Use by third Party) To protect the interest of Cardholder from unauthorised use, it is advised that you shall keep the Card under your personal custody at all times.

(Cards) Cards are treated like cash, and Phoenix/ItzCash/HDFC Bank shall not be liable for the misuse, loss or theft of Cards. Phoenix/ItzCash/HDFC Bank will not reissue new Card in case of expiration of such Card.

(Responsibility) Neither the Bank nor ItzCash shall in any manner be responsible for any disputes regarding goods and services received by the Cardholder including the quality, value, warranty, delay of delivery, non-delivery, non-receipt of any goods or services. It must be clearly understood that the Card is the only facility to the Cardholder to avail facilities and the Bank holds out no warranty or makes no representation about the quality, quantity, value, delivery or otherwise howsoever regarding goods or services, and any such disputes should be resolved by the Cardholder with the merchant directly.

(Changes in Card Balance) The Customer may be entitled to credit in the card account. In case of reversal of transaction, no cash shall be refunded to the Cardholder. ItzCash/HDFC Bank shall recover applicable charges imposed by the respective merchant, while refunding the money.

(Transaction Limits) ItzCash, VISA, HDFC Bank, Banks and/or merchants at points of sale may set limits on the monetary amount and number of transaction allowed through a Card during a set time period ("Transaction Limits"). Transaction Limits are set out in the supplement and will apply to the Card. ItzCash/HDFC Bank may, at any time, modify the Transaction Limits for any reason whatsoever. The Cardholder can view these changes online at itzcash.com or may also call the Customer Service Centre. The Cardholder will be notified in accordance with the applicable law.

2. Expiration, Cancellation and Termination

The Card issued to you is valid for a period of two years from the date of issuance. The Card is non-reloadable and non-transferable. The Card will expire on the expiration date mentioned on the Card. ItzCash/HDFC Bank may cancel or suspend usage of the Card immediately upon: (i) the Cardholder intimating the loss, of the Card, (ii) any breach of terms and conditions by the Cardholder, (iii) upon specific request from the corporate to cancel or suspend the Card, or (iv) processing payments in relation to the cancellation or suspension of the Card, or (v) ItzCash/HDFC Bank is unable or otherwise prevented from processing payments in relation to the Card for reasons beyond its reasonable control, including but not limited to restrictions imposed by law or regulation.

3. Card Balance

(Card Balance) The Cardholder may utilise the Card Balance by due and proper use of the Card, in accordance with these Terms. No interest is payable to the Cardholder. The Cardholder is advised to transact for the requisite amount of purchase/availing services including applicable charges; otherwise, the transaction may not be honoured.

(Irregularities) The Cardholder will inform ItzCash for any irregularities or discrepancies that exist in the transaction details at a merchant establishment within 07 days of the transaction processed. If no such notice is received during this time, ItzCash will assume the correctness of the transaction.

4. Fees and Applicable Taxes

ItzCash/HDFC Bank will deduct all fees and charges due to ItzCash/HDFC Bank from the Card Balance.

5. Liability of ItzCash/HDFC Bank

The liability of ItzCash/HDFC Bank is restricted to the extent of the amount lying in the Card at any point of time.

6. Data Protection

ItzCash/HDFC Bank will process the Cardholders' personal data in order to provide a Card in accordance with the Customer's instructions, to administer the Card, to deal with any queries the Cardholder has concerning the Card or its use, for statistical and regulatory reporting and fraud prevention purposes.

ItzCash/HDFC Bank will confidentially and only to the extent permitted under applicable data protection and bank secrecy laws, give other companies and third parties including those providing application processing, fraud monitoring, customer service, card production and technology processing services and each of their agents and subcontractors, information about the Cardholder and the Card.

ItzCash/HDFC Bank may disclose the Cardholder's personal data to: (i) the Customer, (ii) fraud prevention agencies, if false or inaccurate information is provided and fraud is suspected, and (iii) statutory/regulatory authorities, law enforcement or fraud prevention agencies where we are required to do so by applicable law or court order. ItzCash/HDFC Bank may record and/or monitor telephone calls to help maintain high-quality service and for security, data collection and training purposes, or as required by applicable law. All recordings belong to ItzCash/HDFC Bank. The Cardholder consents to the processing (including transfer) of its personal data by ItzCash/HDFC Bank, and the other recipients identified above, for the purposes, set out above.

7. Miscellaneous

(Amendments) ItzCash/HDFC Bank may, with notice to the Customer, at any time and subject to applicable law, change or delete any provision, add or change (including to increase or decrease) any charges. The Cardholder will be deemed to have seen and accepted the changes 24 hours after they are available online at www.itzcash.com. ItzCash/HDFC Bank reserves the right to amend any conditions.

(Governing Law) These Terms and all matters arising hereunder shall be governed by the Indian laws and both the Cardholder and ItzCash/HDFC Bank have to submit to the exclusive jurisdictions of the courts of Mumbai.

8. Helpline

Call us at our Customer Care

Centre No. 07666155220 or e-mail us at: cardassistance@itzcash.com or write to us at: ItzCash Card Ltd.

602, Jai Ambe, New Juhu-Versova Link Road, Near Rajiv Gandhi Engineering College, Andheri (W),
Mumbai - 400 053.