

Paytm Terms & Conditions

Please read the following terms and conditions ("Paytm Terms and Conditions/Terms and conditions") carefully before applying for the Paytm HDFC Card on the Paytm app/website. If you do not agree with any of these Paytm Terms and Conditions, you should not apply for the Paytm HDFC Card. By applying for the Paytm HDFC Card you agree and accept to be bound by these Paytm Terms and Conditions.

1. Definitions:-

1.1 "**Paytm HDFC Card**" means the credit card carrying branding of Paytm and issued by HDFC Bank Limited ("HDFC"). Paytm HDFC Card shall be an internationally valid credit card issued by HDFC in India. For the purpose of these Terms and Conditions, Paytm HDFC Card means any/all of the following credit cards:- Paytm HDFC Bank Credit Card; Paytm HDFC Bank Credit Card SELECT; Paytm HDFC Bank Business Credit Card; Paytm HDFC Bank Business Credit Card SELECT; and Paytm HDFC Bank Mobile Credit Card.

2. You unconditionally and irrevocably authorize Paytm to share such details, as provided by you on the Paytm website/app while applying for the Paytm HDFC Card and any other details pertaining to you as may be available with Paytm (as may be deemed fit by Paytm), with HDFC for the purpose of evaluating your application for the Paytm HDFC Card.
3. You authorize Paytm to receive your Paytm HDFC Card application status and your transactional level data from HDFC and display the same on your account on the Paytm app/website. One97 shall use this application status information and your transaction level data only in accordance with the privacy policy of One97 Communications Limited.
4. You undertake and acknowledge that all the information provided by you on the Paytm app/website at the time of applying for the Paytm HDFC Card is accurate and true and to the best of your knowledge. You further agree to indemnify Paytm from and against all claims, liabilities, damages, costs, losses and expenses that may be incurred by Paytm on account of any inaccurate or incorrect information provided by you at the time of applying for the Paytm HDFC Card.
5. You agree and acknowledge that subsequently if it is found that the information provided by you at the time of applying for the Paytm HDFC Card is untrue or inaccurate, then without prejudice to any other right or remedy available with HDFC and/or Paytm, HDFC and/or Paytm reserve the right to cancel or suspend your Paytm HDFC Card and that you shall have no objection to the same. Further, you shall also indemnify HDFC and Paytm for any loss or damages caused to them on account of any untrue or inaccurate information provided by you.
6. You understand and acknowledge that the Paytm HDFC Card is issued by HDFC and that HDFC is solely responsible for processing of the transactions (purchases) through the Paytm HDFC Card and Paytm shall not have any liability/responsibility, whatsoever, in this regard. .
7. You understand and acknowledge that the acceptance or non-acceptance of your application for the Paytm HDFC Card, and/or sanctioning of the credit limit to you, is upon the sole discretion of HDFC basis its policies, analysis, etc and One97/Paytm is not liable for the same.
8. Acceptance of your application will be subject to credit checks and due diligence done by HDFC and/or Paytm
9. By applying for the Paytm HDFC Card, you consent to credit checks and due diligence by Paytm and HDFC from time to time, as per its internal policies.
10. Details shared by you should be correct and accurate. If found to be incorrect, One97 Communication Limited & HDFC reserves the right to revoke your Paytm HDFC Card, without providing you with any prior written intimation
11. You acknowledge and agree that apart from the information provided by you on the Paytm app/website at the time for applying for the Paytm HDFC Card herein, HDFC and/or Paytm may ask for further information, documents, including but not limited to KYC documents from you, at the time of processing your application or any time subsequent to that and you agree to provide such information and/or

documents to HDFC and/or Paytm as and when you are required to do so. You further agree that such information and/or documents shall be sought by HDFC as per its internal policies or applicable law and Paytm shall not have any liability/responsibility for the same.

12. You acknowledge and agree that all customer services shall be provided by HDFC as per its existing practices and internal policies and procedures.
13. You acknowledge and agree that in-case of non-payment by you of the any due amount by the due date, as per the terms of the terms and conditions of HDFC, HDFC shall be entitled to initiate appropriate actions, including but not limited to initiating recovery proceedings, filing other legal cases, against you as per its policies. Paytm shall not be liable or privy to such actions/proceedings.
14. You acknowledge and agree that, Paytm and HDFC may revise the fees and charges of the Paytm HDFC Card at their sole discretion and you shall be obliged to pay the same without any delay or demur.
15. You acknowledge and agree that the interest rates, late payment penalty charges and other charges pertaining to the Paytm HDFC Card shall be determined by HDFC at its sole discretion and HDFC may revise the said interest rate/charges, in its sole discretion.
16. You acknowledge and agree that your credit card account information displayed under the credit card section of Paytm App is basis information pulled from HDFC through integration of APIs and is available only for your quick reference. For complete information you must refer to <https://netbanking.hdfcbank.com/netbanking/CCLogin.html> or log into HDFC mobile app. In case of a mismatch between the information displayed on Paytm App versus HDFC website or mobile app, information displayed on the HDFC website or mobile app shall deem to be correct. You shall not hold HDFC and / or Paytm liable for any such incorrectness of information related to your credit card account on Paytm app.
17. You acknowledge and agree that the Paytm HDFC Card issued to you may be suspended, cancelled as per the sole discretion of HDFC for any reason including but not limited to termination of the arrangement between Paytm and HDFC. You further acknowledge that, Paytm or HDFC shall not be liable to provide any compensation to you in case of such suspension or cancellation of the Paytm HDFC Credit Card.
18. You understand and acknowledge that your data, including but not limited to your transactional level data, received by Paytm shall be dealt with as per the provisions of the privacy policy of One97 Communications Ltd as available on the Paytm website.
19. You agree to indemnify, defend and hold harmless Paytm and HDFC, its affiliates, their respective officers, directors, employees, agents, licensors and suppliers, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of the Paytm HDFC Card or your violation of any applicable law or regulation related to the Paytm HDFC Card or your violation of these Terms and Conditions or your violation of the intellectual property rights of Paytm, its affiliates or from any third party claims from or in connection with your use of the Paytm HDFC Card.
20. You acknowledge and agree that Paytm shall not be liable for the terms and conditions or the contents of HDFC terms and conditions, know your credit card, the authorization document or any other document provided by HDFC.
21. You undertake and agree, to have reviewed our "Paytm Website and SSO-ID Terms & Conditions" and Paytm's Privacy Policy, as appearing on the Paytm website. Paytm collects, uses and discloses information about you as provided in Paytm's Privacy Policy. Paytm's Privacy Policy is incorporated into these Terms and Conditions by way of reference, and you agree to accept the terms of the Privacy Policy as a condition to your acceptance of these Terms and Conditions. Paytm shall not be liable for any wrongful disclosure of your Personal Data except where such disclosure is due to any act or omission directly attributable to Paytm.
22. You acknowledge and agree that, for purposes of convenience, Paytm website contains links to third party websites. Paytm makes no representations or warranties about any third party website that you may access through the links. By providing a link to those websites, Paytm does not endorse, adopt, or otherwise accept any responsibility for the content or use of those websites.

23. You acknowledge and agree that these Terms and Conditions shall be governed by and understood in accordance with laws of India and Courts in the city of New Delhi will have exclusive jurisdiction in regard to any dispute arising thereof.
24. You acknowledge and agree as follows-
 - a. These Terms and Conditions mentioned herein may be modified by Paytm and/or HDFC in its sole discretion from time to time.
 - b. The terms provided in these Terms and Conditions and agreed by you are personal. You may not assign, sub-license or otherwise transfer your rights hereunder or under any other terms agreed by you under these Terms and Conditions.
 - c. If a court finds any part of these Terms and Conditions to be invalid, the remaining parts of these terms and conditions shall continue unaffected.
 - d. If Paytm fails to exercise any right or legal remedy available to Paytm against you, any such failure shall not prevent Paytm from relying on these at a later date.
25. You undertake and acknowledge that you are applying for the Paytm HDFC Card out of our own free will without any compulsion, coercion, misrepresentation or undue influence from Paytm or its affiliates, representatives, employees and after having read, understood and agreed with these Terms and Conditions.