

1.1. Please read the Terms and Conditions carefully. The access and use of the Website means that you agree to accept and abide by the Terms and Conditions. In case you do not agree to accept and abide by the Terms and Conditions, please do not access or use this Website or any pages thereof and please do not avail of any of the Facilities, products or services offered on or through the Website.

1.2. 'SBMREMIT' is a proprietary online remittance tracking channel of SBM Bank (India) Ltd. and the term 'SBMREMIT' appearing on the website and any other places refer to the online remittance offering of SBM Bank (India) Ltd.

1.3. Please note that by clicking on "Sign Up" it will be deemed that you have read and understood the Terms and Conditions and that you agree to accept and abide by the Terms and Conditions.

1.4. 'SBMREMIT', may in its discretion alter, add to or delete the Terms and Conditions from time to time without any prior notice but the same shall be communicated to you on best effort basis. It is also your responsibility to ensure that periodically on every occasion that you access or use the Website or any Facility, product or service displayed or offered on the Website that you return to this page and review the Terms and Conditions for any alterations, additions or deletions. Unless otherwise specified by 'SBMREMIT' all alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the Website. By continuing to access or use the Website or any Facilities, products or services offered on the Website, you will be deemed to have agreed to accept and be bound by such altered, added to or deleted Terms and Conditions. If you do not agree to the alterations, additions or deletions, you should discontinue accessing or using the Website or availing of any Facilities, products or services on the Website (other than those which have already been availed of by you prior to such alterations, additions or deletions).

1.5. I(We) hereby authorize SBM Bank (India) Ltd., hereinafter called COMPANY(S), to initiate debit and credit entries to my(our) Checking/Savings Account at the depository financial institution, hereafter called DEPOSITORY, and to debit/credit the same to such account. I(We) acknowledge that the origination of ACH transactions to my(our) account must comply with the provisions of U.S. law.

## 2. DEFINITIONS AND INTERPRETATIONS:

2.1. In these Terms and Conditions (including the Introduction above), unless the context otherwise requires, the following words and phrases shall have the meanings assigned to them hereunder- -  
"SBMREMIT" Online"

Means the online remittance tracking channel of SBM Bank (India) Ltd..

"SBM Bank (India) Ltd."

means a company incorporated under the Companies Act 1956 carrying on the business of Banking within meaning of the Banking Regulation Act 1949 and Registered Office is located at 1<sup>st</sup> floor, Raheja Centre, registered office : Free Press Journal Marg. Nariman Point, Mumbai, Maharashtra 400021.

"Alerts"

means notices relating to various matters issued or to be issued by 'SBMREMIT'.

"Call Centre"

means the call centre which may be set up by 'SBMREMIT' or a Service Provider to assist Visitors in connection with the Website including the Facilities displayed or offered thereon and any transactions entered into or proposed to be entered into by the Visitors in respect of such Facilities.

"Registered User"

means any Visitor who avails of remittance facility from 'SBMREMIT' by successfully completing the registration and creating a User ID.

"Registered User account"

means an online account created by the Registered User for availing for remittance tracking service.

"Registered User ID or User ID"

means the user identification chosen by the Registered User and registered with 'SBMREMIT' Website which, along with the Registered User Password, will enable the Registered User to - avail of Facilities and enter into transactions in respect of the Facilities, access one or more Customer Accounts, download

application forms for Facilities, register a change in address, change in nominee details, payments, payment of dues, and do such other acts as the 'SBMREMIT' Website may permit.

"Registered user Password"

means the password chosen by the Registered User and registered with the 'SBMREMIT' Website which, along with the Registered User ID, will enable the registered user to - avail of Facilities and enter into transactions in respect of the Facilities offered on the Website, access Registered User Accounts, download application forms for Facilities, register a change in address, and do such other acts as the 'SBMREMIT' Website may permit.

"Facility or Remittance tracking facility"

means any present and future service or facility displayed or offered on or through the 'SBMREMIT' Website and includes remittance tracking facilities

"Service Provider"

means a Person who provides a service to 'SBMREMIT' in order to enable 'SBMREMIT' to operate and/or maintain the Website, provide any feature on the Website or provide any Facility which is provided under 'SBMREMIT'.

"the Terms and Conditions"

means the terms and conditions set out above and below and also all other terms and conditions contained elsewhere on the Website from time to time.

"Visitor"

means any person who accesses or visits the Website, whether or not such person has registered himself as a Registered User. The term "Visitor" includes every Registered User.

"the Website"

means the Website of 'SBMREMIT' maintained at <https://www.sbmremit.com/>, and includes the pages of the Website and any applets, software and content contained in the Website.

"Beneficiary or Recipient"

means a person whose details have been provided by the Registered User to 'SBMREMIT' for transfer of funds.

"Referrer"

means an individual who may be a Registered User who refers/recommends to another individual the services offered by SBM Bank (India) Ltd. irrespective of whether the concerned individual avails the Facility.

"Alliance partner"

means any person other than SBM Bank (India) Ltd. who displays its content or offers on the Website.

"Referrer"

means an individual who may be a Registered User who refers/recommends to another individual the services offered by SBM Bank (India) Ltd. irrespective of whether the concerned individual avails the Facility.

"Beneficiary's bank or Recipient's bank"

means the bank in India with whom the Beneficiary holds an account

"ACH Transfer"

means the Facility available to Registered Users in USA whereby based on the instruction of the Registered User, funds are directly debited from the Registered Users local account via Automated Clearing House.

"Automated Clearing House"

means the electronic fund transfer system run by the National Automated Clearing House Association in USA.

"Online Transfer"

means the Facility available to Registered Users residing in countries other than USA; namely Australia, United Kingdom, Canada, Euroland, Singapore, Hong Kong and UAE; whereby customer generates a unique tracking reference number and transfers funds from his/her internet banking account mentioning such reference number for ultimate credit to a Recipient in India.

"Smart Wire"

2.1 means the Facility available to Registered Users whereby customer generates a unique tracking reference number and instruction sheet to transfer funds via wire transfer; mentioning such reference number for ultimate credit to a Recipient in India.

2.2. Interpretation in the Terms and Conditions, unless repugnant to the context or meaning thereof, -

3. WEBSITE:

3.1. Information and Facilities on the Website may be displayed and offered in a phased manner at the discretion of 'SBMREMIT'. 'SBMREMIT' shall have the right from time to time in its discretion, introduce new information and Facilities and add to, modify, suspend or withdraw any information or Facility or the terms thereof in whole or in part without any prior notice.

3.2. If any of the Terms and Conditions are not acceptable to you or you disagree with any material on the Website, your sole and exclusive remedy is to discontinue using the Website.

4. ELIGIBLE USERS:

4.1. In order to access and use the Website and avail of any Facility you must be an individual of at-least eighteen (18) years of age who can enter into legally binding contracts under applicable law. If you do not qualify, please do not access or use the Website or the Facility.

4.2. Usage of the Website and the Facilities by any Visitor or Registered User is subject to domestic laws of India and the country of residence of such Visitor or User. All Visitors and Registered Users understand that by accessing, using and availing of the Website and the Facilities, they are confirming that they are fully aware of the laws in India and/or their country of residence relating to the Facilities offered by 'SBMREMIT'. All Visitors and Registered Users agree that they shall be solely and absolutely responsible to ensure that the usage of the Website and

Facilities offered thereon; is in conformity with the laws of the land to which they are subject to.

'SBMREMIT' shall not be liable for any loss or damage incurred by them on account of violation/non-compliance with any of the laws in India or elsewhere in the world.

#### 5. REGISTRATION INFORMATION (IDS AND PASSWORDS) AND SECRECY:

5.1. Only limited access to the Website is available to non-registered Visitors. Non-registered Visitors are not permitted to avail of the Facilities. In order to obtain increased access to the Website and in order to avail of the Facilities you are required to register on the Website as a Registered User. The Registered User agrees that he shall not register more than once on the Website for availing of the Facility

5.2. You agree - to provide true, accurate, current and complete information about yourself as prompted by the registration form on the Website, and to from time to time maintain and update this information to keep it true, accurate, current and complete at all times. You shall indemnify 'SBMREMIT' for any losses caused to SBM Bank (India) Ltd. due to any information provided by you being untrue, inaccurate, not current or incomplete in any respect, and 'SBMREMIT' shall not be responsible for any losses sustained by you due to any information provided by you to 'SBMREMIT', being untrue, inaccurate, not current or incomplete in any respect. If any information provided by you is untrue, inaccurate, not current or incomplete, 'SBMREMIT', has the right to terminate your registration and refuse you access to or use of the Website or any Facilities. 'SBMREMIT' may request the Registered User at any time for any additional information and/or proof of authenticity of any information. The continued use of the Facility or access to the Website by the Registered User including completion of any pending transactions may be subject to receipt of such additional information or proof and/or verification of such proof thereof.

5.3. Subject to the other Terms and Conditions, upon registration as a Registered User the Website will register your Registered User ID and Registered User Password.

5.4. You will be solely and absolutely responsible for maintaining the secrecy and confidentiality of all your IDs and passwords and you will be fully and absolutely responsible and liable for all transactions and activities that occur under your ID and password including any unauthorised use or misuse of your ID and/or password. You will be responsible and liable if any third party gains access to the Website or any Facility through the use of your ID or password, and you hereby agree to indemnify 'SBMREMIT' and hold 'SBMREMIT' harmless against any liability, costs, damages, claims, suits and proceedings based upon or relating to such unauthorised access and use. Without prejudice to the aforesaid, you agree to - immediately notify 'SBMREMIT' via e-mail or Registered Post AD, or through the Call Centre, of any suspected loss, theft, unauthorised usage of the ID or password, any other breach of security, or any receipt by you of confirmation of a transaction, fund or securities transfer or other activity which you did not authorise; or any inaccurate information in your account balances or transaction history and ensure that you logout from your account at the end of each session.

5.5. Any transaction or activity pursuant to use of your ID or Password shall be deemed to be your transaction or activity and 'SBMREMIT' shall have no obligation to verify the authenticity of any such transaction or activity. 'SBMREMIT', shall not be responsible for any mistake or error

made by you in keying in the transaction or activity as to the nature of the transaction / activity, with respect to any facts or figures or otherwise.

5.6. If you forget your ID, you can send a written request to 'SBMREMIT' at the address provided on the Website giving your date of birth and some other identifying details acceptable to 'SBMREMIT'. On 'SBMREMIT' being satisfied of your identity (which satisfaction shall be entirely at the discretion of 'SBMREMIT'), 'SBMREMIT' shall send the ID to your e-mail address registered with 'SBMREMIT'. You shall be responsible for continuing to maintain this e-mail address. 'SBMREMIT', shall not be liable if it declines to furnish the ID by reason of it not being satisfied as to your identity

5.7. If you forget your password, 'SBMREMIT' may, subject to verification and satisfaction to the Registered User's identity, generate a new password for you which shall be communicated to you at the e-mail address provided by you. For your security reasons you must change this password as soon as it is received by you, and until then this password shall be deemed to be your password and you will be responsible and liable for all transactions pursuant thereto. Upon generation of the new password, 'SBMREMIT' shall discontinue the use of the old password. However, you shall be responsible and liable for all transactions that are carried out by the use of the old Password, till the time of discontinuation of the old password.

5.8. Notwithstanding anything stated elsewhere in the Terms and Conditions, and despite correct use of your ID and Password, 'SBMREMIT' shall be entitled in its sole discretion (but shall not be bound) to seek offline and/or additional written or other confirmation from you of any instruction, transaction or activity as 'SBMREMIT' may deem fit and Registered User shall be obliged to provide the same to continue availing Facilities on the Website.

5.9. In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000 or any other law for the time being in force, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, 'SBMREMIT' shall have the right to require you to communicate instructions and authorise and execute transactions and other activities by means of such secure electronic records and secure digital signatures in addition to, or in place of, the use of password(s).

#### 6. USE OF INFORMATION:

6.1 Each Visitor and the Registered User irrevocably and unconditionally authorises SBM Bank (India) Ltd. and its partner RationalFX to access all information relating to his or her access and use of the Website and Facilities, including personally identifiable information, and/or the transactions entered into by the Visitor/Registered User through the Website. Subject to the SBM Bank (India) Ltd. Privacy Policy, all information submitted on or via the Website shall be deemed to be and remain the property of SBM Bank (India) Ltd. and its partner RationalFX and Service Providers and SBM Bank (India) Ltd. and its partner RationalFX and Service Providers shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in or derived from any information the Visitor/registered User may provide to or through the Website. SBM Bank (India) Ltd. and its partner RationalFX and Service Providers shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise expressly

agreed by it directly with the Visitor. SBM Bank (India) Ltd. shall be deemed to acquire from the Visitor a non-exclusive, world-wide, perceptual, irrevocable, royalty free license to use, adapt, reproduce, modify, publish, translate, create derivative works from, distribute, perform or display any ideas, concepts, know-how or techniques contained in or derived from any information provided by the Visitor to or through the Website.

#### 7. CONDUCT OF VISTORS, REGISTERED USERS AND CUSTOMERS:

7.1. You shall not - restrict or inhibit any other person from accessing, using and enjoying the Website or the Facilities; use the Website for any purpose that is unlawful in any jurisdiction or not permitted by the Terms and Conditions; modify, copy, distribute, transmit, display, perform, publish, license, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, Facilities, products or services obtained on or through the Website, except as permitted by the copyright owner or other right holder thereof; post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information or statement of any kind including, without limitation, any information or statement constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national, foreign or other law; post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by 'SBMREMIT') or engage in spamming or flooding; post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component; upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained on or through the Website which is protected by copyright or other proprietary right, or derivative works with respect thereto, except as permitted by the copyright owner or other right holder thereof; upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or derivative works with respect thereto, except as permitted by 'SBMREMIT' or the copyright owner or other right holder thereof, the Website being copyrighted under the relevant laws; attempt to de-compile or reverse engineer any of the software available on the Website. You shall not make any attempt to hack into the Website or otherwise attempt to subvert any firewall or other security measure of the Website and if you become aware of any shortcoming in the security on the Website you shall forthwith inform 'SBMREMIT' of the same in writing.

7.2. If the Website contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum

7.3. You shall use any software provided on, by or through the Website only for the purposes for which it has been provided to you and for no other purpose.

#### 8. OTHER TERMS:

8.1. 'SBMREMIT' shall not be under any duty to assess the prudence or otherwise of any instruction or transaction given or entered into by you.

8.2. 'SBMREMIT' shall be entitled, in its sole and absolute discretion, to refuse all or any of your instructions without assigning any reason.

8.3. You cannot cancel any instructions once provided, save and except as specifically detailed on the Website. Additionally, when you place a request to cancel an instruction or a transaction that has been authorised by you, such cancellation is not guaranteed by 'SBMREMIT' save and except as specifically detailed on the Website. Such instruction or transaction will only be cancelled if your request for cancellation is received and acted upon before the instruction or transaction has been executed.

8.4. 'SBMREMIT' shall have the right to, and you hereby authorise 'SBMREMIT' to, verify any information provided by you.

8.5. 'SBMREMIT' shall endeavour to take reasonable measures, which may include encryption, to ensure that your personal information is not disclosed to any person except to SBM Bank (India) Ltd. & its authorized Service Providers and such other persons to whom the information may be provided as per 'SBMREMIT''s Privacy Policy. However, the Internet is an open system and 'SBMREMIT' cannot, and does not, guarantee that the personal information which you furnish will not be intercepted or accessed by others and decrypted. 'SBMREMIT', SBM Bank (India) Ltd. and its Service Providers shall not be liable or responsible should any confidential or other information provided by or pertaining to you (included credit card numbers, bank account numbers, passwords, personal identification numbers, IDs, transaction details, etc.) be intercepted and subsequently used by an unintended recipient.

#### 9. DISCLAIMERS:

9.1. Access and use of the Website and the Facilities is entirely at your own risk. The Website, including any content or information on it, any related or linked site and all Facilities, products and services displayed, provided, availed of, licensed or purchased on, through or via the Website are provided "as is," without any representation or warranty of any kind, either express or implied, including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for any particular purpose or completeness. Specifically, 'SBMREMIT' disclaims any and all warranties including, but not limited to - any warranties concerning the availability, accuracy, usefulness, or correctness, currency or completeness of information, Facilities, products or services and any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the laws applicable to the Terms and Conditions. 'SBMREMIT' has not verified and shall not be liable or responsible for any content or other information on the Website or on web-sites linked to or with 'SBMREMIT'. 'SBMREMIT' does not, in any way, certify or warrant the performance, operation, content or availability of the Website or such other websites. Although 'SBMREMIT' adopts security measures which it considers appropriate for the Website, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access to the Website or any Customer Accounts. 'SBMREMIT'

shall not be responsible or liable if any unauthorised person hacks into or gains access to the Website, any Facility or your accounts; and you shall be liable and responsible for the same.

9.2. This disclaimer of liability applies also to any damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action

9.3. The information and views contained herein are based on information available and believed to be correct to the best of our knowledge. Although due care has been exercised to verify the accuracy of the information, 'SBMREMIT' and its information suppliers do not assume responsibility for the accuracy or for any loss arising out of any information contained herein. This is neither a solicitation to invest in any product nor to avail of a particular service.

9.4. 'SBMREMIT', does not warrant or makes any representations regarding the use or the results of the use of any product, service and /or Facility in terms of its compatibility, correctness, accuracy, reliability or otherwise. You assume total responsibility and risk for your access and use of the Website, all site-related services and all Facilities, products and services mentioned or advertised on or accessed or availed on or through the Website.

9.5. You acknowledge that any warranty that is provided in connection with any of the Facilities, products or services described on the Website are provided solely by the owner, advertiser, manufacturer, provider or supplier of that Facility, product or service, and not by 'SBMREMIT' or the Website (except where 'SBMREMIT' or SBM Bank (India) Ltd. are expressly stated to be owner, advertiser, manufacturer, provider and supplier thereof).

9.6. 'SBMREMIT' operates and offers the Website strictly on a no-liability basis and 'SBMREMIT' shall not be liable to you or any other third party for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business) under any contract, negligence, strict liability or other law or theory arising out of or in connection with the Website, or any Facilities, products or services mentioned or advertised on or accessed or availed on or through the Website or any contract or transaction entered into or executed in pursuance thereof (however arising, including negligence) or resulting from the use of or inability to use, access or avail of the Website, any Facility, service or product or out of any breach of any warranty. Under no circumstances shall 'SBMREMIT', or its alliance partner, be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by you or any other person.

9.7. The Registered User/Visitor/Referrer shall ensure that he shall not be in violation of any data protection laws in force at the time of referring any person for the service to SBM Bank (India) Ltd. or at the time registering for the Facility (as the case may be).

9.8. If any disclaimers or limitation of liability in the Terms and Conditions are held to be unenforceable, the maximum liability of 'SBMREMIT' to you shall not exceed the amount of fees paid by you to 'SBMREMIT' for the Facilities, products or services that you have ordered or availed of on or through the Website.

9.9. Delays in the Transactions and Non-Liability for Damages While 'SBMREMIT' shall endeavor that your instructions and your transactions pursuant to Facilities provided by 'SBMREMIT' are communicated, carried out and/or performed promptly, 'SBMREMIT' does not guarantee that any instructions will definitely be communicated or carried out or that any transactions will definitely be performed; and 'SBMREMIT', shall not be responsible for any delay in communicating, carrying out or performance of any instructions or transactions due to any reason whatsoever, including by reason of failure of operational systems for reasons including but not limited to virus attacks, natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, labour problem, strike or any other reason beyond the control of 'SBMREMIT'.

9.10. 'SBMREMIT', shall not be responsible for any inability to access the Website or any use or misuse of the Website.

9.11. Any search results displayed by or on the Website are automated and cannot be screened. Accordingly, 'SBMREMIT' assumes no responsibility for the accuracy or otherwise of any search results or of the content of any site included in the search results or otherwise linked to the Website.

9.12. 'SBMREMIT' shall not be responsible for any unauthorised interception of e-mail to or from you & 'SBMREMIT'.

9.13. To the extent possible, the disclaimers, limitations on liability and indemnities available to 'SBMREMIT' under the Terms and Conditions shall mutatis mutandis extend and be available also to SBM Bank (India) Ltd. and its / their respective directors, officers, employees, agents, successors, assigns, consultants, sponsors, affiliates, content providers and everyone involved in creating, producing, delivering or managing the Website (or any part thereof) or any Facility. However this clause shall not protect the aforesaid Persons or extend to their obligations and liabilities under the SLAs, contracts and other covenants based on which the business alliance of 'SBMREMIT' is forged.

9.14. A possibility exists that the Website could include inaccuracies or errors. Additionally, a possibility exists that unauthorised additions, deletions or alterations could be made by third parties to the Website. Although 'SBMREMIT' and its Service Providers attempt to ensure the integrity of the Website, they make no guarantee whatsoever as to its sequence, timeliness, completeness, correctness or accuracy. In the event that such an inaccuracy or incompleteness arises, please inform 'SBMREMIT' so that it can be corrected.

9.15. Links from the Web Site -

9.15.1. Clicking on certain portions or links within the Web Site might take you to other websites without any intimation or indication of doing or having done so. The linked Websites are not

under the control of 'SBMREMIT'. 'SBMREMIT' assumes no responsibility whatsoever for such other websites whether as to content, availability, performance or otherwise. 'SBMREMIT' also does not represent or warrant that these links shall operate satisfactorily. 'SBMREMIT' provides these links only as a convenience and links to external web sites do not constitute an endorsement by 'SBMREMIT' of such other sites, the sponsors of such sites or the content, products, advertising or other materials presented on or by such sites. 'SBMREMIT' shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of such other websites or reliance on or availing of any content, goods or services available on such other sites.

#### 10. TERMS OF SUPPLY OF FACILITIES - GENERAL:

10.1. 'SBMREMIT' offers its Facilities strictly on a no liability basis. Accordingly, while 'SBMREMIT', shall endeavor to offer such Facilities as per their terms, no claim shall lie against 'SBMREMIT' and 'SBMREMIT', shall not be liable to you or to any Person, in the event of non-provision of any Facility or delay or omission to do any act pursuant to any Facility provided by 'SBMREMIT' or on any other account whatsoever. You should avail of Facilities provided by 'SBMREMIT' only if you are agreeable to the above.

10.2. In order to avail of specific Facilities, you may have to agree to other terms and conditions in addition to the Terms and Conditions and may also have to execute agreements, powers of attorney or other writings and abide by the specified procedures.

10.3. If you wish to avail of a Facility, you may be asked by the 'SBMREMIT' to supply certain information, including but not limited to credit or debit card or other payment mechanism information. You agree that all information you provide to 'SBMREMIT' will be accurate, complete and current. You agree not to hold 'SBMREMIT' liable for any loss or damage of any sort incurred as a result of any such dealings with any Service Provider.

10.4. You hereby authorize SBM Bank (India) Ltd. to call you at any time during the business hours, through any of its authorised representatives for providing information pertaining to 'SBMREMIT' Online Money Transfer facility. SBM Bank (India) Ltd., its affiliates, subsidiaries, employees, officers, directors and agents, expressly disclaim any liability or responsibility from contacting you via telephone, emails, SMS, letters or any other mode as the Bank may deem fit, to provide various information on 'SBMREMIT' Online Money Transfer facility. 'You further agree to authorize SBM Bank (India) Ltd., its Subsidiaries, Affiliates, Agents to contact you at any time during the business hours for product updates, marketing promotions, or any special offers available from time to time on its NRI Products & Services, via telephone, email, SMS, letters or any other mode as the Bank may deem fit. Further, SBM Bank (India) Ltd., its affiliates, subsidiaries, employees, officers, directors and agents, expressly disclaim any liability or responsibility from any contact made with you via the aforesaid mediums.'

10.5. Prices and availability of Facilities displayed or offered on or through the Website are subject to change without prior notice. Nothing contained in this Website constitutes an offer, promise or commitment to grant or provide any Facility on any specific terms or otherwise and the sanction or grant of any Facility is not guaranteed and is in the absolute discretion of 'SBMREMIT'. While 'SBMREMIT' endeavors to post accurate and updated information on the

Website, you verify the same before taking any action or entering into any transaction. 'SBMREMIT' will not be liable for any lack of availability of any Facilities you may order or seek to avail of through the Website.

10.6. You agree to pay all charges incurred by users of your ID and password and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes, and shipping/transportation and handling charges relating to purchases through the Website.

10.7. The records of access, instructions, transactions and other activities maintained by SBM Bank (India) Ltd. through its own or a third party's computer systems or on tape or other recording or storage device or otherwise shall be admissible in evidence, shall not be challenged by you and shall be accepted as genuine, accurate, conclusive and binding for all purposes including the recording of the time thereof.

10.8. Facilities are offered only to persons who are residents or citizens of states and countries where 'SBMREMIT' can offer and provide such Facilities. By offering Facilities on this Web Site, 'SBMREMIT' meaning SBM Bank (India) Ltd. or any other Service Providers (as the case may be) are not attempting to offer or provide Facilities outside their authorized states or country.

10.9. 'SBMREMIT' shall try to ensure that all information that is provided on the Website with respect to the Facilities, products and services that are offered by the suppliers and the customised news are accurate and up to date. However, 'SBMREMIT' does not guarantee the timeliness, accuracy, completeness, reliability or content of the information and any changes that are made with respect to the same.

10.10. Alerts - 'SBMREMIT' and/or its Service Providers shall endeavor to ensure that Alerts are communicated to you in accordance with your instructions in this regard. However, neither 'SBMREMIT' nor the Service Providers would be responsible or liable for non-dispatch or delay in dispatch of the Alerts by 'SBMREMIT' and/or the Service Providers or any delay in receipt or non-receipt of the Alerts for any reason whatsoever. Under no circumstances shall 'SBMREMIT' and/or the Service Providers be liable for any costs, damages or other amount whatsoever for such non-dispatch or delay in dispatch or any non-receipt or delay in receipt of the Alerts. Non- receipt of Alerts will not discharge or reduce your liability to pay any amount to 'SBMREMIT' which would have been payable in the event of proper receipt of the Alerts.

#### 11. REMITTANCE TRACKING FACILITY

11.1. Subject to the relevant regulatory approvals, terms and conditions imposed while granting the necessary approvals and other terms of this Facility, this Facility, on it being made available, enables you to remit or send foreign currency (i.e. currency which is not Indian currency) from a country outside India to an account in India, either after conversion into Indian Rupees or other permissible foreign currency. This facility is a technology platform for a facility that enables remitting funds from outside India into India. The facility is offered by SBM Bank (India) Ltd. SBM Bank (India) Ltd. is responsible for acting on the remittance requests, collecting money in foreign currency in case of ACH Transfer and receiving money in foreign currency in case of Online Transfer and Smart Wire, converting it into INR or the permissible foreign currency as applicable

and remitting it to the Beneficiary in India as instructed by the Registered User or remitter of funds i.e. you. The foreign exchange conversion rate shown for the calculation on the Website is only indicative except when specified as fixed rate to help you to arrive at an approximate INR amount that the Beneficiary will receive. It is in no way guarantees or represents, the foreign exchange conversion rate that will actually be applied to the foreign exchange sent by you (the remitter). SBM Bank (India) Ltd. will apply the foreign exchange conversion rates prevailing on the day of conversion and no further communication / confirmation from the Registered User or remitter shall be required for this. By using 'SBMREMIT' Facilities for remittances, the Registered User gives the express, irrevocable authority to 'SBMREMIT' & SBM Bank (India) Ltd. to convert the funds at the prevailing exchange rates applicable on the date of conversion (which shall be normally within 1-2 working days of receipt of clear funds into the account of SBM Bank (India) Ltd. with full details of the Registered User or remitter and Beneficiary) and disburse the converted rupee amount or foreign currency amount as per the instructions provided by the Registered User or remitter through the Website.

11.2. You should pay the foreign currency as per the instructions stated on the Website by acceptable mode as mentioned on the Website. 'SBMREMIT' will process your remittance request only after receipt of proper confirmation that the foreign currency amount said to have been remitted by you has been received in the designated account of SBM Bank (India) Ltd. in 'clear funds'. Thereafter, after deducting the appropriate charges/fees, the money will be transmitted by SBM Bank (India) Ltd. to the bank account in India designated by you i.e. Beneficiary's account. If it comes to the notice of 'SBMREMIT' that you had insufficient funds in the account from which you requested the remittance of money, 'SBMREMIT' may cancel the requested remittance transaction and you the Registered User shall bear full liability and responsibility for the same. In the event the above is learnt by 'SBMREMIT' after the Recipient of the remittance has en-cashed the DD or otherwise received the remittance, you i.e. the Registered User will be liable to reimburse SBM Bank (India) Ltd. of the amount remitted and any other charges and costs incurred by 'SBMREMIT'. You agree to pay to SBM Bank (India) Ltd. such amount immediately upon first demand along with interest @ 2% per month from the date of the remittance by SBM Bank (India) Ltd. till the receipt of funds by the Bank from you. You also agree to pay for all costs associated with the recovery of amounts owed to SBM Bank (India) Ltd. or its Service Providers, including reasonable attorney's fees and court fees. SBM Bank (India) Ltd. shall also be entitled to inform any credit bureau or any other person or entity if you fail to pay/reimburse such amount or any part thereof to the Bank.

11.3. While it shall be 'SBMREMIT''s endeavor to adhere to the time schedule indicated by it on the Website, 'SBMREMIT' will not be responsible or liable for any changes in the time schedule for execution of your instructions or remittance / credit of funds for any reason. Nothing provided on the Website should be construed as advice of any nature and you are advised to consult professionals in this regard prior to taking any decision. Further, this Facility does not, in any way, solicit or encourage you to enter into any such transaction. 'SBMREMIT' shall not, under any circumstances, be responsible for any loss suffered due to any fraud or other actions of the Registered User. Further, this Facility is offered subject to the applicable laws of any other country, including the country from which the funds are to be remitted, and it shall be your responsibility to ensure that these laws are adhered to. 'SBMREMIT' accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of

India. The mere fact that the Website can be accessed or used or any Facility can be availed of in a country other than India would not mean that the laws of such country would be applicable. In the event the person to whom the funds are remitted requires a transaction confirmation letter, or the funds are for any reason required to be redirected to another account / location, or any other additional service is required, the Bank shall levy additional charges and remit the amount after deducting such additional charges applicable at the time of such request.

11.4. 'SBMREMIT' shall in no way be held responsible and/or be liable for any queries, errors, disputes or delays in messaging, money transmission, currency conversion, conversion rates offered, payment to the beneficiaries of the remittances or any other query, claim or dispute. 'SBMREMIT' will, however, assist you in contacting the Bank to facilitate resolution of such queries, claims and disputes to the best of 'SBMREMIT''s ability.

11.5. You agree to abide the provisions applicable under the Foreign Exchange Management Act (FEMA), 1999. You shall not undertake any transaction which contravene or evade any provisions of FEMA or of any rule, regulation, notification, direction or order made thereunder.

11.6. The above terms and conditions are in addition to the additional terms and conditions relating to the Facility appearing elsewhere on this Website or otherwise now or hereafter agreed or deemed to be agreed by you.

11.7. 'SBMREMIT' shall be entitled to have more than one promotional offer in existence and applicable at any given time. However a Registered User shall be entitled to avail of only one offer per transaction. It shall be entirely at the discretion of 'SBMREMIT' to consider any exceptions to the above.

## 12. FEES AND CHARGES:

12.1. 'SBMREMIT' may set its own fees and charges for Facilities and may revise the same at any time and the availability of Facilities displayed or offered on or through the Website are subject to change without prior notice.

12.2. When a Registered User makes a request to use the Facility using Smart Wire or Online Transfer option, such Registered User will be requesting the Registered User's local financial institution to initiate a wire transfer or transfer through internet banking to SBM Bank (India) Ltd.'s correspondent bank to fund the remittance. SBM Bank (India) Ltd. is not responsible in any manner for any fees or charges, if any, that may be imposed by any such financial institution(s) or any other third parties in connection with such transfer. When a Registered User makes a request to use the Facility using the ACH Transfer option, SBM Bank (India) Ltd. is not responsible in any manner for fees or charges, if any, that may be imposed on the Registered User by the Registered User's financial institution in connection with the ACH debit processed as part of such transfer

12.3. Neither the Registered User nor the Beneficiary will be entitled to any interest for the period during which the funds to be remitted are with SBM Bank (India) Ltd., are in the course of remittance, or for any other period.

12.4. Registered User agrees that any return of funds will be done on best effort basis and at sole discretion of SBM Bank (India) Ltd.. Such return of funds whether pre or post conversion will be charged by SBM Bank (India) Ltd. and charges of the correspondent bank/s involved in routing such return will also be applicable. Such charges will be deducted from the remittance amount and will be borne by the Registered User or remitter.

**13. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS:**

'SBMREMIT' brand name, logo, service mark and contents are the property of SBM Bank (India) Ltd. Limited. The content and/or information on the Website including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website are owned by SBM Bank (India) Ltd.; except contents, promotional advertisements displayed on Website by Alliance Partner/s. All rights on the Website are reserved and you may not download and/or save a copy of the Website or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of 'SBMREMIT' (except as otherwise provided on the Website or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits SBM Bank (India) Ltd. or Service Providers,. However, you may print a copy of the information on this Site for your personal use or records. This Site is for your personal use. If you make other use of this Site, except as otherwise provided above, you may violate copyright and other laws of India and other countries, and may be subject to penalties. 'SBMREMIT' does not grant any license or other authorization or user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.

**14. AUTHORITY TO 'SBMREMIT':**

You irrevocably and unconditionally authorise 'SBMREMIT', to access all information relating to you (including personal information and information relating to access and use of the Website and Facilities by you and the transactions entered into by you). Subject to the privacy statement, all information submitted on or via the Website shall be deemed to be and remain the property of 'SBMREMIT'; and 'SBMREMIT' shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in any information you may provide to or through the Website. 'SBMREMIT' shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise expressly agreed by it directly with you. 'SBMREMIT' shall be deemed to acquire from you a non-exclusive, world-wide, perceptual, irrevocable, royalty free licence to use, adapt, reproduce, modify, publish, translate, create derivative works from, distribute, perform or display any ideas, concepts, know-how or techniques contained in any information provided by you to or through the Website.

**15. NO AGENCY:**

The Terms and Conditions and your use of or access to the Website or any Facilities are not intended to create an agency, partnership, joint-venture or employer-employee relationship

between you and the Website, SBM Bank (India) Ltd. or its Service Provider, except where otherwise specifically agreed or appointed.

**16. NO OBLIGATION FOR MAINTENANCE:**

'SBMREMIT' has no obligation to monitor the functioning of the Website. However, you acknowledge and agree that 'SBMREMIT' has the right to monitor the functioning of the Website electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Website properly or to protect itself or its Service Providers, Alliance Partners, Visitors, Registered Users. 'SBMREMIT' will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. 'SBMREMIT' reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, which are unacceptable, undesirable, inappropriate or in violation of the Terms and Conditions.

**17. INDEMNITY:**

You agree to defend, indemnify and hold SBM Bank (India) Ltd., its directors, officers, employees, Affiliates Partners, and Content and Service Providers harmless from any and all claims, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from your use of the Website or the placement or transmission of any message, information, software or other materials through the Website by you or users of your ID and password or related to any violation of the Terms and Conditions by you or users of your ID and password, and any claims dispute or differences between you and any supplier.

**18. TERMINATION:**

**18.1 Termination by 'SBMREMIT' -**

You acknowledge and agree that 'SBMREMIT' may, without notice, suspend or terminate your User ID, Password or Account or deny you access to all or part of the Website or any Facilities without prior notice if you engage in any conduct or activities that 'SBMREMIT' in its sole discretion believes violate any of the Terms and Conditions, violate the rights of 'SBMREMIT', or is otherwise inappropriate for continued access, or if 'SBMREMIT' learns of your death, bankruptcy or lack of legal capacity or of circumstances which impact your credit worthiness (which shall be determined at the sole discretion of 'SBMREMIT') or for any other reason which 'SBMREMIT' thinks fit and proper.

You acknowledge and agree that 'SBMREMIT' may in its sole discretion deny you access through 'SBMREMIT' to any materials stored on the Internet, or to access third party services, Facilities, merchandise or information on the Internet through the Website, and 'SBMREMIT' shall have no responsibility to notify you or third-party providers of Facilities, services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

**18.2 Termination by You -**

You may request for termination of this Facility at any time by giving a written notice of at least fifteen (15) days to 'SBMREMIT'. The termination shall take effect on the completion of the fifteenth day from the date of receipt of the notice by 'SBMREMIT'. Provided however that you will remain responsible for any transactions entered into by you and all obligations incurred by you until the time of such termination. You acknowledge that termination of this Facility by you would not imply deletion of any data, transactions or other information provided by you to 'SBMREMIT'.

#### 19. GOVERNING LAW & JURISDICTION:

19.1 The Website, the Terms and Conditions, all transactions entered into on or through the Website and the relationship between you and 'SBMREMIT' shall be governed by and construed in accordance with the laws of India and no other nation, without regard to the laws relating to conflicts of law.

19.2 You and 'SBMREMIT' agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the Terms and Conditions, any transactions entered into on or through the Website or the relationship between you and SBMREMIT shall be subject to the exclusive jurisdiction of the competent courts located in the city of Mumbai, Maharashtra, India and you hereby accede to and accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if 'SBMREMIT' so thinks fit 'SBMREMIT' may institute proceedings against you in any other court or tribunal having jurisdiction.

19.3 'SBMREMIT', and its Service Providers, accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website can be accessed or used or any facility can be availed of in a country other than India would not mean that the laws of such country would be applicable.

19.4 Subject to the other Terms and Conditions and applicable law, the Website and the Facilities are offered both to residents of India, to non-residents and Person of Indian Origin(PIO)/Overseas Citizen of India (OCI). Provided however, that the Facilities are not available to foreign residents including non-resident Indians ("NRI's") in foreign jurisdictions where the Website or Facilities cannot be offered without prior legal or regulatory compliance. It shall be the sole responsibility of foreign residents including NRIs in foreign jurisdictions to verify whether the Website and the Facilities can be accessed and utilised in their respective jurisdictions.

#### 20. COMPLIANCE WITH LAWS:

The Facilities offered by 'SBMREMIT' are subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and 'SBMREMIT' or SBM Bank (India) Ltd. shall be under no liability or obligation to continue implementation of the said Facilities till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that the Facilities cannot be continued without total compliance of the prevailing law at any point of time, implementation of the Facilities shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Facilities comes into force

21. NO WAIVER:

The failure or delay of 'SBMREMIT' to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of SBMREMIT' shall be valid unless it is in writing signed by SBM Bank (India) Ltd..

22. SEVERABILITY:

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgment, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition, and you should endeavor to give effect to the parties' intentions as reflected in the provision to the extent possible,. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

23. LIMITATION:

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website or any Facility or the Terms and Conditions must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

24. NOTICES:

24.1 'SBMREMIT' may give notice to you by e-mail, letter, telephone or any other means as may deemed fit to the address last given by you. Notices under the Terms and Conditions may be given by you in writing by delivering them by hand or by sending them by post to the address mentioned on the Website. 'SBMREMIT' shall not be bound to, act upon notices and instructions given by you to by e-mail, letter, telephone or any other means as 'SBMREMIT' may deem fit.

24.2 In addition, 'SBMREMIT' may (but shall not be bound to) also publish notices of general nature, which are applicable to all Visitors or Registered Users in a newspaper circulating in India or on its Website. Such notices will have the same effect as a notice served individually to each Visitor or Registered User (including you).

24.3 Documents which may be sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website of 'SBMREMIT' shall be deemed to have duly communicated and delivered any communication or document to you if such communication or document is sent via electronic mail (e-mail) to the e-mail address provided by you to 'SBMREMIT'. 'SBMREMIT' shall also be entitled to act on the basis of any instructions received or purported to be received by 'SBMREMIT' from you by e-mail or other electronic means or via the internet. 'SBMREMIT' shall also be entitled (but not bound) to act upon fax instructions and communications after making basic due diligence.

25. MISCELLANEOUS:

25.1 The clause headings in the Terms and Conditions are only for convenience and do not affect the meaning of any provision and shall not be taken into account in interpreting or limiting the scope of the provisions of the Terms and Conditions.

25.2 SBM Bank (India) Ltd. may sub-contract or employ agents to carry out any functions or services relating to the Website or any of its obligations under the Terms and Conditions.

25.3 'SBMREMIT' may from time to time send by e-mail or otherwise, information relating to products and services offered by it or the or any other entities, the Facilities, general information related to financial and other services, advertisements of various products and services etc. to you.

25.4 You must at your own cost: (a) provide for your own access to the World Wide Web and pay any service fees, telephone charges and online service usage associated with such access, and (b) provide all equipment necessary for you to make such connection to the World Wide Web, including a computer and modem.

25.5 In the case of joint accounts which are held by you along with one or more others, each account holder may not be authorised to act independently. For the joint accounts, you must be the first joint account holder and the User ID and the Password may be issued only to you. The other joint account holders shall be deemed to have given his/her/their consent to such arrangement. All correspondence will be addressed to you as the first joint account holder only. All the Terms and Conditions and all transactions arising in the joint accounts from the use of any Facility shall be binding on all the joint account holders, jointly and severally.

25.6 The content presented at the Website may vary depending upon your browser limitations. The conditions stated in these Terms and Conditions are in addition to the other terms and conditions stated elsewhere in the Website. BY ACCESSING AND / OR USING THIS WEBSITE OR PORTION / PAGE THEREOF AND / OR ANY FACILITIES YOU AGREE TO THE TERMS AND CONDITIONS

26. "The declaration-cum-undertaking under Sec 10(5), Chapter III of FEMA, 1999"

26.1. I/We hereby declare that the transaction details of which are mentioned above does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made thereunder. I/We also hereby agree and undertake to give such information / documents as will reasonably satisfy you about this transaction in terms of the above declaration. I/We also undertake that if I/we refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us report the matter to RBI.

26.2. I/we also declare that the transaction does not have linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner. If the transaction involves linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner, I/we undertake not to hold SBM Bank (India) Ltd. responsible for any of its action or inaction in respect of the OFAC-linked transactions.

26.3. I/We also declare that the above inward remittance does not represent proceeds of the disposal of an asset located outside India for which a declaration has been made under section 59 of The Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015. If the inward remittance represents proceeds of the disposal of an asset located outside India for which a declaration has been made under Section 59 of The Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015, I/We also declare that the remittance is received in compliance with the RBI Circular on Regularisation of assets held abroad by a person resident in India under Foreign Exchange Management Act, 1999 dated September 30, 2015 and in this respect further indemnify the Bank against any claim that may arise from any regulatory / revenue authorities in future.

26.4. Further, I/we declare that the transaction does not involve payment from/to a Third Party. If the transaction involves payment from/to a Third party, I/we undertake to comply with the extant guidelines from RBI / the Bank in this regard