

## **1. Terms and Conditions**

- 1.1 The following terms and conditions ("**Facility T&C**") shall apply for the facilities availed by you (in respect of the accounts and/or services as mentioned hereunder), by accessing and/or using the Website. The Facility T&C shall form part of the terms pertaining to accounts and/or services available on the Website ('Terms'). Any reference to a term which is not defined under these Facility T&C shall have the meaning assigned to it under the Terms.
- 1.2 Do not access or use the Website or Remittance Facility if you do not agree to be bound by the Facility T&C. By virtue of continuing to access and use the Website and/or Remittance Facility, you are agreeing to the Facility T&C in effect at such time. The Facility T&C may be updated from time to time by posting the updated Facility T&C on this Website. If any of the Facility T&C is not acceptable to you or you disagree with any material on the Website, unless otherwise stated herein, your sole and exclusive remedy is to discontinue using the Website and the Remittance Facility offered by the bank through this Website.

## **2. Overview of Remittance Facility**

- 2.1 The Remittance Facility (*as defined below*) is made available by the bank on the Website and further described below and elsewhere on the Website, among other things, provide a Registered User with a technology platform to place request for Remittance Facility and also track the status through the Website. In order to avail of the facilities described above the Registered User should make the transfer of funds from the Registered User's own resident individual account maintained with his/her bank in India. Remittance Facility requests can only be made by the Registered User for the purposes permitted by the bank.

## **3. Fees and Charges**

- 3.1 The bank may set its own fees and charges for facilities (including the Remittance Facility) 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. The bank shall give prior notice of 30 days for implementing such changes in fees and charges. Nothing contained on the Website constitutes an offer, promise or commitment to grant or provide any facility. While the bank endeavours to post accurate and updated information on the Website, the Registered User must verify the same before taking any action or entering into any transaction.
- 3.2 The bank does not control and is not responsible in any manner for any fees or charges, if any, that may be imposed by any banks involved in the international wire transfer, including but not limited to correspondent or Beneficiary Bank such financial institution(s) or any other third parties in connection with the wire transfer.
- 3.3 Registered Users acknowledge and understand that when the funds are remitted by a Registered User, the bank would be required to effect the conversion at the applicable exchange rate prevailing on the day of conversion, subject to availability of exchange rate. The Registered User agrees that the prevailing exchange rate is the exchange rate applicable at the time of conversion of funds which will be applicable for processing the user's transaction request.
- 3.4 Neither the Registered User nor the Beneficiary/ recipient will be entitled to any interest for the period during which the funds to be remitted are with the bank, are in the course of remittance, or for any other period.

#### **4. Eligible Users**

- 4.1 In order to access and use the Website and avail of the Remittance Facility, the Registered User must be an individual of at least 18 years of age having the capacity to enter into legally binding contracts under the law applicable to the Registered User. The Registered User must be a resident individual holding a bank account with any bank in India, must hold a Pan card and Aadhaar card. Further the customer/s whose account has been classified as delinquent before shall not be eligible to avail the Remittance Facility. Residents of India (collectively, "**Residents**") shall access, use and avail of the Website and the remittance facilities only to the extent the domestic laws of India and such countries permit them to access, use and avail of the Website and the facilities. All non-residents understand that by accessing, using and availing of the Website and the facilities, they may be violating local laws in India and/or such other countries. The Registered User agrees that it will be solely and absolutely liable for any liability incurred in this regard and the Registered User will indemnify the bank against any liability incurred by the bank in this regard.

#### **5. Registration Information**

- 5.1 Only limited access to the Website is available to non-Registered Users. Non-Registered Users are not permitted to avail the Remittance Facility. In order to obtain increased access to the Website and in order to avail of the Remittance Facility, every Person who is desirous of availing such facilities is required to register on the Website as a Registered User. Subject to the other Facility T&C, upon registration as a Registered User, the Website will register the relevant Registered User ID and Registered User Password. The Registered User hereby agrees that he shall not get registered more than once in the Website for availing the Remittance Facility.
- 5.2 The Registered User agrees to provide true, accurate, current and complete information, as prompted by the registration form (for self or Beneficiary) on the Website, and to update this information to keep it true, accurate, current and complete at all times. If, in the judgment of or to the knowledge of the bank, any information provided by the Registered User is untrue, inaccurate, not current or incomplete, the bank retains the right to terminate the Registered User's registration and refuse the Registered User access to or use of the Website or any facilities, including the cancellation of pending transactions. The bank reserves the right to request the Registered User, at any time and from time to time, for additional information and/or proof of authenticity of any information; the Registered Users continued access to the Website and the facilities, including the completion of any ongoing transaction, may be subject to the receipt by the bank of such additional information or proof thereof.
- 5.3 The Registered User will be solely and absolutely responsible for maintaining the secrecy and confidentiality of all Registered User IDs and Registered User Passwords and be fully responsible and liable for all transactions and activities that occur under the Registered Users ID and using the Registered Users Password, including any unauthorised use or misuse of such Registered User ID and/or Registered User Password and the bank shall have no obligation to verify the authenticity of any such transaction or activity. In consideration of the bank agreeing to provide the Remittance Facility as per the Facility T&C, the Registered User hereby unconditionally agrees to indemnify the bank and hold the bank harmless against any liability, costs, damages, claims, suits, and proceedings based upon or relating to such unauthorized access and use. Without prejudice to the aforesaid, the Registered User agrees to log out from his or her Registered User Account at the end of each session and to immediately notify the bank via E-mail on the Website, or through the Call Centre, or registered post ad of any suspected loss, theft, unauthorised usage of the Registered User ID or Registered Users Password, any other breach of security, or any receipt by the Registered User of confirmation of a transaction, funds or other activity which the Registered User did not authorise; or any inaccurate information in the Registered Users account balances or transaction history.

- 5.4 If the Registered User forgets his/her Registered User Password, the bank may, subject to verification and the bank's satisfaction as to the Registered User's identity, allow the Registered User to reset his/her password or enable user ID as per the process detailed on the Website.
- 5.5 The bank reserves the right to reject registration of remitter as a Registered User if the bank is not satisfied with results of the Know Your Customer ("KYC") and anti-money laundering diligence checks conducted by the bank.
- 5.6 The bank retains the right to terminate the registration of any Registered User and refuse the Registered User access to or use of the Website or any facilities, including the cancellation of pending transactions, as per its discretion.

## **6. Acceptable Use**

6.1 A Registered User/Visitor shall not:

- 6.1.1 Use or access the Website or any facility to do, facilitate or support any act that violates the Facility T&C or any rules and regulations of any jurisdiction, including but not limited to rules and regulations relating to money laundering, illegal gambling activities, fraud, or funding of terrorist organizations.
- 6.1.2 Restrict or inhibit any other Person from accessing, using and enjoying the Website or the facilities.
- 6.1.3 Modify, copy, distribute, transmit, display, perform, publish, licence, 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.
- 6.1.4 Post or transmit any unlawful, fraudulent, libellous, 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.
- 6.1.5 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 the bank in writing) or engage in spamming or flooding.
- 6.1.6 Post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component.
- 6.1.7 Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained from or through the Website for commercial purposes.
- 6.1.8 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.

- 6.1.9 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 the bank or the copyright owner or other right holder thereof, the Website being copyrighted under the relevant laws.
- 6.1.10 Attempt to decompile or reverse engineer any of the software available on the Website.
- 6.1.11 Make any attempt to hack into the Website or otherwise attempt to subvert any firewall or other security measure of the Website and if the Registered User/ Visitor becomes aware of any shortcoming in the security on the Website the Visitor shall forthwith inform the bank of the same in writing.
- 6.1.12 Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website, use of the facilities, or access to the Website or the facilities, other than as provided within the scope of the service.
- 6.1.13 Disclose to any other Person, in any manner whatsoever, any information of a confidential nature relating to the bank or the affiliate partners obtained in the course of using or accessing the Website or availing of any facility.

## **7. Limitations of Offering**

- 7.1 The bank shall not be under any duty to assess the prudence or otherwise of any instruction or transaction given or entered by the Registered User. Nothing provided on the Website should be construed as advice of any nature and the Registered Users are advised to consult professionals in this regard prior to taking any decision.
- 7.2 The Registered User hereby authorizes the bank to verify any information provided.
- 7.3 The bank shall not be responsible for any error or omission made by the Registered User in keying in or otherwise providing the information required to avail of the Remittance Facility or any consequences as a result of such error or omission. If you provide an incorrect account number for the Beneficiary/ recipient or an incorrect identification number for the Beneficiary/recipients financial institution, you may lose the entire amount of the funds transferred and the bank will not be liable for the same in any manner whatsoever.
- 7.4 The bank shall endeavour to carry out the requests received under the Remittance Facility. However, the bank shall be entitled, in its sole and absolute discretion, to refuse to comply with all or any of a Registered Users instructions or requests without assigning any reason.
- 7.5 The Registered User cannot amend, cancel or revoke any request made to the bank under the Remittance Facility on submitting the transaction request and successfully transferring the funds to the advised account of the bank. In the event the Registered User desires to revoke /cancel after successfully submitting the transaction for processing, the bank may accept such cancellation at its discretion and on a best effort basis, provided that exchange loss incurred by the bank in this connection shall be reimbursed. The bank will be entitled to debit such amounts due to the bank from the funds paid to the bank by the Registered User for executing such transaction.
- 7.6 Any scheme for awarding or securing reward points or other rewards or prizes (by whatever name called) is available only to Persons who are eligible for the same under the rules of the concerned scheme and the applicable laws of India and other concerned jurisdictions. The Registered User is therefore required to verify the eligibility of the Registered User before participating in any such

scheme. The bank is not responsible or liable for the performance, quality or any other aspect of any rewards, prizes or items manufactured or supplied by third parties against any redemption of the points or otherwise pursuant to such scheme, and the Registered User's recourse for the same will be only against the Persons who have manufactured or supplied the same. The bank 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 and in case of multiple transactions under a given offer, he/she shall be eligible only for the first eligible transaction. It shall be entirely at the discretion of the bank to consider any exceptions to the above.

- 7.7 The bank has no control over, and is not responsible for, the quality, safety, legality, or delivery of any goods or services that the Registered User may pay for using the Website and/or the facilities. Such use will be at the Registered Users own risk.
- 7.8 In order to avail of specific facilities, the Registered User may have to agree to other terms and conditions in addition to the Facility T&C and may also have to execute agreements, undertakings, declarations, powers of attorney and other writings and abide by the procedures as may be specified by the bank.
- 7.9 The bank retains the right to terminate the registration of any Registered User and refuse the Registered User's access to or use of the Website or any facilities, including the cancellation of pending transactions, as per its discretion.

## **8. Disclaimers**

- 8.1 The Website, all information on or available through the Website and the facilities provided by bank are made available to the Registered Users as is and 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, completeness, title, compatibility, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, each to the extent permissible by applicable law.
- 8.2 Although the bank adopts security measures that it considers appropriate for the Website, it does not represent or warrant that the Website is immune from denial of service attacks, unauthorised access or other illegal subversion of these security measures that might impair the working of the Website, the availability of the facilities or the integrity and confidentiality of Registered User's personal and login information or accounts and the bank disclaims liability arising from any such acts or occurrences. Furthermore, while the bank takes reasonable precautions to avoid such eventualities, and the Registered User understands that communications through internet are not always secure and agrees that the bank shall not be responsible for any unauthorised or illegal interception of E-mail or other communication to or from the bank.
- 8.3 Services are subject to the activities taken by other international banks and Service Providers involved in the wire transfer. The bank disclaims any responsibility for any delay or failure caused due to any action of international banks and Service Providers.
- 8.4 Information and facilities on the Website may be displayed and offered in a phased manner at the discretion of the bank. The bank shall have the right to, from time to time and in its discretion, introduce new information and facilities and add to, modify, or withdraw any information or facility or the terms thereof in whole or in part. While the bank makes every endeavour to ensure that the facilities are offered to a Registered User without interruption or delay, continued provision of the

facilities may be impractical or impossible due to the 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, system maintenance, software or hardware error, labour problems, strikes or any other reason beyond the control of the bank, and the bank makes provides no guarantee that any instructions or transactions will definitely be communicated, processed or performed (whether or not before a particular time) using the Website or the facilities.

- 8.5 The bank operates and offers the Website and the facilities strictly on a no-liability and no-obligation basis as regards the bank, and the bank shall not be liable to the Registered User or any other third party for any claim for direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including, without limitation, loss of profits, loss or corruption of data, loss of profit or goodwill, work stoppage, computer failure or malfunction, or interruption of business) whether arising under contract, tort or any other theory arising out of or in connection with the Website, the inability to access the Website or any facilities, products or services mentioned or advertised on or accessed or availed on or through the Website. The Registered Users remedies for errors or unauthorized transactions shall be limited to those arising under the applicable laws and regulations, and as described on the Website and in the communications provided by the bank to the Registered User.
- 8.6 To the extent any of the disclaimers or limitations of bank's liability in the Facility T&C are held to be unenforceable, the maximum liability of the bank to the Registered User shall not exceed the amount of fees paid/payable by the Registered User to the bank for the specific facility availed by the Registered User through the Website and under an issue.
- 8.7 The Registered User/ Visitor/ Referrer shall ensure that he/she shall not be in violation of any data protection laws in force at the time of referring potential users for the service to the bank or when registering for the Remittance Facility (as the case may be).

## **9. Facilities Provided by Third Parties**

- 9.1 Some of the facilities mentioned or offered on or through the Website require the Registered User to independently contract for and use services provided by third party Service Providers and the bank makes no warranty on behalf of such third parties. The bank shall not be liable for any loss or damage of any sort incurred as a result of any transactions or dealings between the Registered Users and such third party Service Providers. The Registered User may be charged for such transactions /dealings by such third party Service Provider. Such third party Service Providers may have their own agreements, terms and conditions which will govern the services provided by them, which may be specific to each such Service Provider and vary from facility to facility. The bank recommends that the Registered User obtain the full text of such terms and warranties from such Service Providers before availing of any such service. All of the Registered User's rights and remedies and all maintenance, update, warranty, liability or any other obligations related to any such services shall be governed by the applicable terms, policies and procedures of the concerned Service Provider and the bank shall not be liable or responsible for the same in any manner. The Registered User shall have no claim, rights or remedies whatsoever against the bank in respect of any such services availed or sought to be availed by the Registered User from any such Service Provider. The Registered User agrees not to hold the bank liable for any loss or damage of any sort incurred as a result of any such dealings with any Service Provider.

## **10. Terms of specific facilities**

10.1 The following (among other) facilities are proposed to be offered on the Website. However, all the facilities or all the various components and features of a facility may not be offered at all times. The bank may discontinue, modify, change, and alter any of the features of the facility at its sole discretion.

10.1.1 Alerts: the bank shall endeavour to ensure that Alerts are communicated to the Registered User in accordance with the Registered User's instructions. However, neither the bank nor the Service Providers would be responsible or liable for non-dispatch or delay in dispatch of the Alerts by the bank / Service Providers or any delay in receipt or non-receipt of the Alerts for any reason whatsoever. Under no circumstances shall the bank 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 the Registered User's liability to pay any amount to the bank which would have been payable in the event of proper receipt of the Alerts.

10.1.2 Remittance Facility: subject to the relevant regulatory approvals, terms and conditions imposed while granting the necessary approvals and other terms of the Remittance Facility, such facility enables the Registered User to avail of a technology platform for initiating outward remittances. The bank shall, under the Remittance Facility, convert the funds received from the Registered User in to the relevant currency of the Beneficiary as instructed by the Register User. The Registered User should pay the total remittance amount including any charges and taxes as may be applicable, as per the instructions stated on the Website by an acceptable mode described on the Website. The funds will be remitted from India only after matching the name of the Registered User against the sender name as mentioned in the electronic fund transfer message received by the bank. Thereafter, after deducting the appropriate charges/fees as may be applicable at the time of remittance, the money will be remitted to the Beneficiary Bank account in the Relevant Country as designated by the Registered User. The bank will process the request only upon receipt of clear funds from the remitters account and a swift message will be sent to the correspondent bank. The bank will provide confirmation on processing the transaction, which shall mean that the bank has sent the swift message to the correspondent bank. The bank will not be able to confirm whether the Beneficiary account has been credited, however, if the funds are returned, then status will be updated accordingly and the funds will refunded to the same account from which funds were received after deducting applicable charges. The bank will process the remittance request only if the funds are received in the designated account of the bank within the validity period as mentioned on submitting the transaction along with the transaction's unique reference number. In the event, the funds are received after the validity period the bank reserves the right to cancel the transaction as per its sole discretion. Validity period for the purpose of this clause shall mean the period up to which the funds are received by the bank for processing the transaction. On expiry of the validity period, the bank reserves the right to either process the transaction on receiving the funds at the prevailing exchange rate applicable at the time of conversion or may reject the transaction and return the funds to the remitting account at its sole discretion. While it shall be the bank's endeavour to adhere to the time schedule indicated by it on the Website, the bank hereby disclaims liability or responsibility for any changes in the time schedule for execution of the Registered User's instructions or remittance or credit of funds for any reason, except as otherwise required by applicable law or regulation and as described to the Registered User on the Website and in communications provided by the bank to the Registered User. The bank 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. The bank will, however, use reasonable efforts to assist the Registered User in contacting the bank or any third party to facilitate resolution of such queries, claims and disputes. The Registered User hereby authorizes the bank to check or to use a third party agency to check the Registered User's credit history/identity details at the time of and/or prior or subsequent to enrolment. The Registered User hereby agrees that, where the bank so deems

advisable or necessary as per its due diligence criteria, the bank may hold the money (to be remitted to the Relevant Country) for longer than the usual time for remittance, and may delay the remittance. The Registered User hereby agrees that the bank has no control over when the Beneficiary's financial institution (through whom the Beneficiary chooses to receive the remittance) makes such funds available for the Beneficiary's use and the bank shall not be responsible for any delay or default on the part of such financial institution. The Registered User hereby agrees that the purpose of the remittances supported by the Remittance Facility will be strictly limited to the purposes as permitted on the Website at the time of using the Remittance Facility. The purpose declared by the Registered User while using the Remittance Facility will be treated as final and binding and cannot be changed at a later date by the Registered User or the intended Beneficiary. The regulatory reporting by the bank in India will be done on the basis of the purpose selected by the Registered User through the Remittance Facility. The Registered User shall provide to the bank all the information as may be required, in absence of which the Registered User shall not avail of the Remittance Facility. The Registered User hereby undertakes that by sending funds to the Relevant Country, he/she is not violating any exchange control laws stipulated by the Government of India and/or the Reserve Bank of India and the rules prevailing in such destination country. The Registered User agrees to keep the bank indemnified for any such violation the Registered User hereby acknowledges that the obligation shall lie on the Registered User to ensure that there are no violations of any law, regulation, authorization including the limits on outward remittances listed in the Foreign Exchange Management Act, 1999 of India or exchange control and the Registered User shall be solely liable for any violation thereof.

The Registered User hereby agrees and acknowledges that the maximum value for any remittance transaction or the cumulative values of a number of remittance transaction using the Remittance Facility shall not exceed the limit of USD 250,000 for a particular financial year or such other limit that maybe communicated by the bank to the Registered User from time to time. Besides, the Registered User will be able submit requests for foreign outward remittance through net-banking within the applicable third-Party funds transfer limit only, as applicable to his/her account.

10.1.3 The bank may specify to the Registered User through the Website from time to time the limit on the funds that can be transferred from the Registered Users account to the Beneficiary account. The Registered User acknowledges that he/she has read, understood and complied with all laws and regulation including those mentioned in the Declaration and the bank shall not be responsible for any non-compliance of the limits mentioned therein by the Registered User. The bank shall assume no responsibility for the performance of any entity involved in the process; and for any loss or damage incurred or suffered by the Registered User for any error, defect, failure or interruption of the facility or consequences arising out of delayed payments. The bank shall not be responsible for impounding of funds by any regulators/ regulatory authority in the Relevant Country.

## **11. Others**

11.1 The Registered User understands that submission of request does not necessarily imply processing of the transaction. The bank has full rights to reject the transaction based on regulatory and internal guidelines. The Registered User will ensure that the limit submitted is correct and has not been exhausted in current financial year for any of the accounts held individually or collectively with any bank. The Registered User authorizes the bank to debit the savings bank account together with applicable charges and effect the foreign exchange remittance directly (applicable only for SBM Bank India account holders). The Registered User understands that on submitting the request if the transaction reference number is not displayed then the user should check if the E-mail or SMS confirmation is received by him/her for successful submission of the request. Applicable for SBM Bank India account holders only. The Registered User understands that on submitting the request if the

service request number is not displayed then he should check if the email confirmation is received for successful submission of the request and should check if the debit is posted in the account. Any re-initiation without confirming will result into duplicate debit into his/her account. The Registered User agrees to adhere to the turn-around time and cut off timings for raising the request. Funding the account for remittance to be processed as per informed timelines on the Website the above cut off timing is applicable on working days (presently Monday to Friday excluding bank holidays in India and the country of remittance). The Registered User confirms that he/she is not a foreign national. Further, this facility is only for telegraphic transfer/wire transfer. The Registered User agrees and acknowledges that the bank is not liable in case the funds are not credited or credited with the delay for any reason at Beneficiary Bank/intermediary bank's end for any query or suggestion kindly contact our customer service desk. The exchange rate applicable to the remittance request will be applicable only if the designated account of the bank is funded by the Registered User within the validity period. The bank will process the transaction request only if the funds are transferred from a self-resident savings account of the remitter, in case the funds are transferred from a joint account, the Registered User must be the primary account holder and does not require any permission from the joint account holder. If the funds are received from an account where the Registered User is not primary account holder and the name does not appear in the fund transfer details received from his/her bank, bank would reject such transaction and return the funds within 7 working days.

## **12. Permissible Outward Remittance Payments**

12.1 The Registered User agrees that it will only request a remittance payment that complies with the Facility T&C and the applicable laws of India and applicable law in the Relevant Country of the Beneficiary. The Registered User may use the Remittance Facility to send remittance payments on its own behalf. The Registered User may not resell the Registered User Account access or use the Remittance Facility to make remittance payments on behalf of, or as agent for, another Person. The Registered User undertakes that the bank account, details provided to the bank, pertain to his/her own resident savings bank account, and the funds being remitted are his/her own funds and such funds and are not originating from an NRO (non-resident ordinary) account. The Registered User agrees that it will not request a remittance payment that would result in a violation of the laws or regulations of India and/or applicable law in the country of the Beneficiary.

## **13. Proprietary and Intellectual Property Rights**

13.1 The bank is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website, and is the copyright owner or licensee of the content and/or information on the Website including but not limited to any text, links, images, logos, illustrations, audio clips, video clips, screens and product and Registered Users or any Visitor shall 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 the bank (except as otherwise provided on the Website or in the Facility T&C for any purpose) or use or modify it in any manner that is likely to cause confusion or deception among Persons or in any manner disparages or discredits the bank or any Service Providers. However, Visitors may print a copy of the information on this Website for the Personal use or records. The bank, the Alliance Partners and/or the Service Providers do not grant any license to or other authorization, and none should be implied or presumed, for use of their respective trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.

13.2 This Website is for the Visitors personal use. If the Visitor makes any other use of this Website, except as otherwise provided above, the Visitor may violate copyright, trademark and other laws of India and other countries, and may be subject to penalties.

#### **14. Use of Information**

14.1 By agreeing to the Facility T&C, the Registered User and the Visitor consents to the banks privacy policy, a copy of which may be found on the Website.

14.2 The Registered User/ Visitor undertakes and authorises the bank, its group companies to exchange, share or part with all the information, data or documents relating to his/her application to other SBM Bank India group companies / banks / financial institutions / credit bureaus / agencies / statutory bodies /tax authorities /central information bureaus/ such other Persons as the bank / its group companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such Person/s or furnishing of the processed information / data / products thereof to other banks / financial institutions / credit providers / users registered with such Persons and shall not hold the bank and/ or its group companies liable for use of this information. I/ we hereby irrevocably authorise the bank to extract my/our call records or related information as may have been disclosed by me/ us with/ to any third party Service Providers in relation to services and facilities offered to me/us by such third party Service Providers on account of my/ our existing banking relationship with the bank.

14.3 From time to time, it will be necessary for Registered User(s)/ Visitors to supply the bank with data in connection with the opening or continuation of accounts or the provision of services and facilities. Failure to supply such data may result in the bank being unable to provide any of the above services or facilities. It is also the case that data are collected from Registered User/ Visitors in the ordinary course of banking relationship, for example, when Registered User/ Visitors write cheques, deposit money or apply for credit. This includes information obtained from credit reference agencies .

14.4 The purpose(s) for which Registered User/ Visitor data may be used are as follows: i. The processing of applications for, and the daily operation of the services and credit facilities provided to Registered User/ Visitors; ii. Conducting credit checks (including without limitation upon an application for consumer credit and upon periodic review of the credit) and data verification; iii. Assisting other financial institutions to conduct credit checks and collect debts; iv. Ensuring ongoing creditworthiness of Registered User/ Visitors; v. Designing financial services or related products for Registered User/ Visitors' use; vi. Marketing financial services or related products to Registered User/ Visitors; vii. Determining the amount of indebtedness owed to or by Registered User/ Visitors; viii. Creating and maintaining the bank's credit and risk related models; ix. Collection of amounts outstanding from Registered User/ Visitors and bills providing security for Registered User/ Visitors obligations; x. Meeting the requirements to make disclosure under the requirements of any law, rule, regulation, order, ruling, judicial interpretation or directive (whether or not having the force of law) applicable to the bank or (any of its branches) and its agents and affiliates; xi. Enabling an actual or proposed assignee of the bank, or participant or sub participant of the bank's rights in respect of the Registered User/ Visitor to evaluate the transaction intended to be the subject of the assignment, participation or sub participation; xii. Any other purposes permitted by law; and xiii. Purposes relating to any of the above.

14.5 Data held by the bank relating to Registered User/ Visitors will be kept confidential but the bank may, at its sole discretion, provide such information to the categories of Persons set out below. The Registered User/ Visitor hereby irrevocably authorises the bank to disclose, as and when the bank is required to do so by applicable law or when the bank regards such disclosure as necessary or

expedient (including but not limited to disclosures for the purpose of credit review of any account or the facilities availed by the Registered User/ Visitor with the bank or any of its branches whether singly or jointly with others or otherwise), any information relating to the Registered User/ Visitor, his account(s) or other assets or credit facilities whatsoever held on the Registered User/ Visitor's behalf to:- i. The head office, affiliates or any other branches or subsidiaries of the bank; ii. His auditors, professional advisers and any other Person(s) under a duty of confidentiality to the bank; iii. Vendors, installers, maintainers or servicers of the bank's computer systems; iv. Any exchange, market, or other authority or regulatory body having jurisdiction over the bank, its head office or any other branch of the bank or over any transactions effected by the Registered User/ Visitor or for the Registered User/ Visitor's account; v. Any party lawfully authorised by law to make such demand or request; vi. Any Person with whom the bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Facility T&C; vii. Any Person (including any agent, contractor or third party Service Provider) with whom the bank contracts or proposes to contract with regard to the provision of services and/or facilities in respect of the Registered User/ Visitor's (as the case may be) or in connection with the operation of the bank's business; viii. Any Person employed with, or engaged as an agent by, the bank or its head office or affiliates, including any relationship officers, whether in India or elsewhere, for the purposes of or in connection with interactions with the Registered User/ Visitors or providing services to the Registered User/ Visitors or processing transactions pertaining to the Registered User/ Visitors' accounts or facilities; ix. (to enable the bank to centralise or outsource its data processing and other administrative operations) to the bank's head office, its affiliates or third parties engaged by the bank for any such services/operations; x. In case of a wire transfer to the Beneficiary Bank to whom the transfer is being made. Xi. A drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawee; xii. A Person making payment into the Registered User/ Visitor's account (by providing a copy of a deposit confirmation slip which may contain the name of the Registered User/ Visitor); xiii. Credit reference agencies and, in the event of default, debt collection agencies; xiv. Any Person to whom the bank is under an obligation to make disclosure under the requirement of any law binding on the bank or any of its branches; and xv. Any Person to whom disclosure may be required by applicable law and regulation.

14.6 The Registered User/ Visitor hereby agrees and consents that the bank shall be entitled, in connection with the Registered User/ Visitor's application for any account, facilities or services provided by the bank, or during the course of the Registered User/ Visitor's relationship with the bank, to obtain and procure information pertaining to the Registered User/ Visitor any of his/ her/ its accounts, legal or financial position from whatever sources available to the bank.

14.7 Data may be transferred overseas pursuant to the provisions of this clause. The information disclosed pursuant to this clause may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in India due to the difference in applicable laws and regulations.

## **15. No Agency or Banking Relationship**

15.1 The Facility T&C and the use by the Registered User or access to the Website or any facilities are not intended to create an agency, partnership, joint-venture, employer-employee or banker-customer relationship between the Registered User or the Beneficiary of the one part and the bank or Service Provider of the other part, except where otherwise specifically agreed or appointed. Specifically, the use of Remittance Facility does not establish a checking account or any other form of a bank account for the Registered User or the Beneficiary with the bank and neither does it constitute or create a fiduciary or escrow capacity between the Visitor or the Beneficiary and the bank. Funds held while

processing a remittance payment request are not insured by any government authority. None of the facilities offered hereby is a funds transfer or transmission service, and a Registered User's request or instruction while using a facility is not a payment order or other request for a funds transfer.

## **16. Indemnity**

- 16.1 Each Visitor and/or Registered User agrees to defend, indemnify and hold the bank, and Service Providers and each of their respective affiliates, directors, officers and employees, harmless from any and all claims, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from the Visitors or Registered User's use of the Website, whether in India or any other jurisdiction, the inaccuracy or incompleteness of registration information, or the placement or transmission of any message, information, software or other materials through the Website by the Visitor, the Registered User or users of the Registered User's ID and password or related to any violation of the Facility T&C by the Visitor or Registered User or users of the Registered User's ID and password, and any claims dispute or differences between the Visitor or Registered User and any supplier of services that are part of the facilities.
- 16.2 The Registered User hereby agrees unconditionally to indemnify the bank and hold the bank harmless against any liability, costs, damages, claims, suits, and proceedings based upon or relating to such untrue/false/misleading information.

## **17. Suspension or Termination of Access**

- 17.1 The Registered User acknowledges and agrees that the bank may, without notice, suspend or terminate the Registered User's ID, password or account or deny the Registered User access to all or part of the Website or any facilities if the Registered User engages in any conduct or activity that the bank, in its sole discretion, believes violates any of the Facility T&C, violates the rights of the bank, or is otherwise inappropriate for continued access, or if the bank learns of the Registered User's death, bankruptcy or lack of legal capacity or of circumstances that impact the Registered User's creditworthiness or for any other reason which the bank thinks fit and proper.
- 17.2 Until suspension or termination of the Registered User's ID takes effect, the Registered User will remain responsible for any transactions entered into using the Registered User's ID and all obligations incurred thereby or otherwise by the Registered User.

## **18. Governing Law and Jurisdiction**

- 18.1 The Website, the facilities, the Facility T&C, all transactions entered into on or through the Website or through the avilment of any facility and the relationship between the Registered User/Visitor and the bank 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.
- 18.2 The Registered User and the bank agree that all claims, differences and disputes (collectively, "**Disputes**") arising under or in connection with or pursuant to the Website, the avilment of any facility, the Facility T&C, any transactions entered into on or through the Website or through the avilment of any facility or the relationship between the Registered User and the bank shall be subject to the exclusive jurisdiction of the competent courts located in the city of Mumbai, Maharashtra, India and the Registered User hereby accedes to and accepts the jurisdiction of such courts. Notwithstanding the aforementioned, if the bank thinks fit, the bank may institute proceedings against a Registered User in any other court or tribunal having jurisdiction under applicable law. Disputes shall include not only claims made directly by the Visitor, but also made by anyone connected with the Visitor or claiming through a Visitor, such as a recipient of funds. Disputes include not only

claims that relate directly to the bank, but also its successors, assignees, employees, and agents, and claims for which the bank may be directly or indirectly liable, even if it is not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the resolution of such claims must proceed on an individual (non-class, non-representative) basis.

18.3 The bank hereby disclaims all liability, direct or indirect, for non-compliance with the laws of any jurisdiction other than India. The fact that it is technologically possible to access or use the Website and avail of any facility in any jurisdiction other India should not in itself suggest that it is legal to do so. It shall be the sole responsibility of the Visitor to verify whether the Website and the facilities can be legally and legitimately accessed, utilized and availed in the relevant jurisdiction and the Visitor understands that by accessing, using and availing of the Website and the facilities, he or she may be violating the local laws in India and/or such jurisdiction. Further, the bank hereby explicitly disclaims any responsibility, direct or indirect, for non-compliance by a Visitor of the laws of any jurisdiction whatsoever.

## **19. No Waiver**

19.1 The failure or delay of the bank to exercise or enforce any right or provision of the Facility T&C shall not constitute a waiver of such right or provision. No waiver on the part of the bank shall be valid unless it is in writing signed by or on behalf of the bank. A waiver of any right or provision by the bank on a particular occasion shall not prevent the bank from enforcing such right or provision on a subsequent occasion.

## **20. Severability**

20.1 If any provision of the Facility T&C shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgement, 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 the Visitor, Registered User, the bank, the court, tribunal or regulatory or self-regulatory agency or body should endeavour 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 Facility T&C shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

## **21. Limitation**

21.1 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 Facility T&C must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

## **22. Notices**

22.1 The bank may give notice to the Registered User by E-mail, letter, telephone or any other means as the bank may deem fit to the address last given by the Registered User. Notices under the Facility T&C may be given to the bank by the Registered User in writing by delivering them by hand or by sending them by post to the bank's address mentioned on the Website. The bank may, but shall not be bound

to, act upon notices and instructions given by the Registered User to the bank by E-mail, letter, telephone or any other means as the bank may deem fit.

- 22.2 In addition, the bank may (but shall not be bound to) also publish notices of general nature, which are applicable to all Visitors and/or Registered Users in a newspaper circulating in India and/or on its Website. Such notices will have the same effect as a notice served individually to each Visitor and/or Registered User.
- 22.3 Documents which may be sent by electronic communication between the parties may be in the form of an e-mail, an e-mail attachment, or in the form of an available download from the Website. The bank shall be deemed to have duly communicated and delivered any communication or document to the Registered User if such communication or document is sent via e-mail to the e-mail address provided by the Registered User to the bank. The bank shall also be entitled to act on the basis of any instructions received or purported to be received by the bank from the Registered User by e-mail or other electronic means or via the internet. The bank shall also be entitled (but not bound) to act upon fax instructions and communications.

### **23. Miscellaneous**

- 23.1 The bank may sub-contract or employ agents to carry out any functions or services relating to the Website, any facility or any of its obligations under the Facility T&C.
- 23.2 In order to access the Website and avail of the facilities, the Visitor will, at the Registered Users own cost, have to: i. Obtain access to the world wide web and pay any service fees, telephone charges and online service usage associated therewith, and; ii. Obtain access to all equipment necessary for the Registered User to connect to the world wide web, including a computer and modem.
- 23.3 The content presented on or through the Website may vary depending upon the Visitors browser limitations and the bank disclaims any responsibility for the unavailability of any facility or any error in processing of a transaction through the Website caused by the Visitors browser limitations.
- 23.4 All communications under these Facility T&C shall be conducted in the English language.

### **24. Definitions and Interpretations**

- 24.1 In these Facility T&C, unless the context otherwise requires, the following words and phrases shall have the meanings assigned to them hereunder:
- 24.1.1 "**Alerts**" means notices relating to various matters issued or to be issued by the bank to the Visitor from time to time e.g. notices of market information, reminders for bill payments, etc.
- 24.1.2 "**Alliance Partner**" means any Person, other than the bank, who displays content or offers any facility on the Website.
- 24.1.3 "**Beneficiary**" means a person resident outside India as defined in Foreign Exchange Management Act (FEMA), 1999, for all purposes except for remittance to own account abroad and whose details have been provided by the Registered User to the bank for the transfer of funds.
- 24.1.4 "**Beneficiary Bank**" means the bank in the Relevant Country , with whom the Beneficiary holds an account and which has been so mentioned by the Registered User.

- 24.1.5 **"Call Centre"** means the call centre which may be set up by the bank or a Service Provider to assist Visitors/Registered Users 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.
- 24.1.6 **"Declaration"** means a declaration submitted by the Registered User at the time of registration and transaction in the form and manner acceptable to the bank.
- 24.1.7 **"Person"** includes a resident individual.
- 24.1.8 **"Referrer"** means an individual or a Person, who may be an existing Registered User, who refers/recommends/suggests to another individual or Person the services offered by the bank, irrespective of whether the concerned individual/Person avails the service.
- 24.1.9 **"Registered User"** means any Visitor who has registered himself, herself or itself with the Website in the appropriate manner or utilises service offered through this Website by the virtue of holding a bank account with the bank.
- 24.1.10 **"Registered User Account"** means an online account created by Registered User on the Website to avail the Remittance Facility.
- 24.1.11 **"Registered User ID"** means the username that is chosen by the Registered User and registered by the Website which, along with the Registered User Password, will enable the Registered User to -
- i. Avail of facilities and enter transactions in respect of the facilities;
  - ii. Access its Registered User Accounts, download application forms for facilities and register a change in address; and
  - iii. Do any other acts as the Website may permit.
- 24.1.12 **"Registered User Password"** means the password that is chosen by the Registered User and registered by the Website for access to the Website which, along with the Registered User ID, will enable the Registered User to -
- i. Avail of facilities and enter transactions in respect of the facilities offered on the Website;
  - ii. Access its Registered User Accounts, download application forms for facilities change in nominee details, payments, payment of dues, bill payments, trading and make online applications register a change in address; and
  - iii. Do any other acts as the Website may permit.
- 24.1.13 **"Relevant Country"** means a country where the Registered User may transfer funds to the Beneficiary under the Remittance Facility.
- 24.1.14 **"Remittance Facility"** means an instruction for transfer of funds from the Registered Users account in India to a Beneficiary in Relevant Country through the Website for select purposes detailed herein, the services provided by the bank on the Website for the transmission of funds by a Registered User to a Beneficiary in the Relevant Country.
- 24.1.15 **"Service Provider"** means a Person who provides a service to the bank in order to enable the bank to operate and/or maintain the Website, provide any feature on the Website or provide any facility which is provided by the bank.

24.1.16 **"Visitor"** means any Person who accesses or visits the Website, whether or not such Person has registered himself as a Registered User.

24.1.17 **"Website"** means the Website presently maintained by the bank at [www.sbmremit.com](http://www.sbmremit.com), and includes the pages of the Website and any applets, software and content contained in and on the Website. In these Facility T&C, unless the context otherwise requires:

- i. Words of any gender are deemed to include each other gender;
- ii. Words using the singular or plural also include the plural or singular, respectively;
- iii. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Website;
- iv. The term "article" refers to the specified clause of these Facility T&C;
- v. Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- vi. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- vii. Any term or expression used but not defined herein or under the terms shall have the same meaning attributable to it under applicable law;
- viii. References to the word "include" or "including" shall be construed without limitation.

## DECLARATIONS

### ***Financial limits and Declarations:***

I hereby declare that:

1. I am a resident Indian.
2. I am not a holder of the Beneficiary's account to which the remittance is being made, except for remittances sent under the purpose of "remittance to own account abroad".
3. The total amount of foreign exchange purchased from or remitted through, all sources in India during this financial year including this proposed remittance is within USD 250,000 (USD two hundred and fifty thousand only) the limit prescribed by Reserve Bank of India for the said purpose under the Foreign Exchange Management Act, 1999.
4. Foreign exchange proposed to be remitted from SBM Bank India is for the purpose mentioned in this application.
5. The transaction, details of which are specifically mentioned in the application, does not cross the limit for the financial year or any other limit prescribed by the Reserve Bank of India under the Foreign Exchange Management Act, 1999 for the said purpose.
6. I am aware that the Finance Act, 2015 has amended Section 195(6) of the Income Tax Act, 1961 whereby the person responsible for making any payments to non-residents, whether or not chargeable to tax in India, is compulsorily required to furnish information in such form and manner as may be prescribed. I am aware of the penal provisions that would be applicable to me/us as a remitter in case of non-compliance. However, the rules prescribing the forms have not been notified by Central Board of Direct Taxes (CBDT)/ Finance Ministry.
7. Currently, Rule 37bb prescribing requirement for furnishing of Form 15ca and certificate in Form 15cb is applicable only in respect of payment chargeable to tax. In my view, the current Rule 37 bb is not applicable for payments which are not chargeable to tax and hence, I am unable to comply with the requirement for the payment not chargeable to tax until the new rules are notified by the CBDT/ Finance Ministry.
8. I hereby confirm that amount to be remitted is not chargeable to be taxed in India. Therefore, Form 15ca and Form 15cb as per provisions of Rule 37bb of the Income Tax Rules, 1962 are not required to be submitted. In the event if there is any income tax query/inquiry/notice demanding details/information in India in respect of this particular remittance, I/we undertake to provide all the necessary information/document to SBM Bank India as required by the Income Tax Department. Further, I/we shall indemnify SBM Bank India for any tax/interest or penalty levied by the Income Tax/Income Tax Appellate Authorities/courts in India for non-deduction of tax or non-compliance with the relevant provisions of income tax law in regards to this remittance.
9. I, hereby confirm that in case it has been identified at any time during the financial year, that I have breached the permissible limit of remittances under the extant regulations then SBM Bank India will not be responsible for any such breach by me and I agree to adhere to the penal provisions prescribed by the Reserve Bank of India in this regard.

10. In the event if there is any enquiry from any statutory/regulatory authorities in respect of this particular remittance, I undertake to provide all the necessary information/document(s) to SBM Bank India as may be required in this regard.
11. Further, I undertake to indemnify SBM Bank India for any tax/interest or penalty levied by the Income Tax/Income Tax Appellate Authorities/courts in India for non-deduction of tax or non-compliance with the relevant provisions of income tax law with regard to this remittance.
12. I, being a Person resident in India, hereby declare that transaction proposed to be done under the liberalized remittance scheme, issued and amended by the Reserve Bank of India from time to time, is not in the nature of remittance for margins or margin calls to overseas exchanges/overseas counter party or for purpose prohibited transactions under the Foreign Exchange Management Act, 1999 or any rules, regulations or guidelines issued under the said act, like remittances for purchase of FCCBs issued by Indian companies in overseas secondary markets, remittance for foreign exchange trading abroad, etc.

## DECLARATION ON PROHIBITED TRANSACTIONS

### ***Financial limits and Declarations:***

I hereby declare that the proposed remittance does not involve, and is not designed for any purpose for which the drawal of foreign exchange is prohibited viz travel to Nepal and/or Bhutan, a transaction with a Person resident in Nepal or Bhutan and those under Rule 3 and transactions which require prior approval of the Central Government under Rule 4 of the Foreign Exchange Management (Current Account Transactions) Rules, 2000 read with Schedule I and Schedule II thereof viz,

#### **A. Prohibited transactions:**

- i. Remittance out of lottery winnings.
- ii. Remittance of income from racing/riding etc. or any other hobby.
- iii. Remittance for purchase of lottery tickets, banned/proscribed magazines, football pools, sweepstakes, etc.
- iv. Payment of commission on exports made towards equity investment in joint ventures / wholly owned subsidiaries abroad of Indian companies.
- v. Remittance of dividend by any company to which the requirement of dividend balancing is applicable.
- vi. Payment of commission on exports under Rupee State Credit Route, except commission up to 10% of invoice value of exports of tea and tobacco.
- vii. Payment related to "Call Back Services" of telephones.
- viii. Remittance of interest income on funds held in Non-Resident Special Rupee (Account) Scheme.

#### **B. Transactions requiring prior approval of central government**

- i. Cultural tours.
- ii. Advertisement in foreign print media for the purposes other than promotion of tourism, foreign investments and international bidding (exceeding USD 10,000) by a State Government and its public sector undertakings.
- iii. Remittance of freight of vessel chartered by a public sector undertaking.
- iv. Payment of import through ocean transport by a Government Department or a public sector undertaking on C.F.I basis (i.e. other than F.O.B. and F.A.S basis).
- v. Multi-modal transport operators making remittance to their agents abroad.
- vi. Remittance of hiring charges of transponders by a) tv channels b) internet service providers.
- vii. Remittance of container detention charges exceeding the rate prescribed by the Director General of Shipping.
- viii. Remittance of prize money/sponsorship of sports activity abroad by a person other than international / national / state level sports bodies, if the amount involved exceeds USD 100,000.
- ix. Remittance for membership of P&I Club.

#### **C. Other Declarations:**

- i. I hereby declare that the purpose of remittance and transaction details as mentioned above are true to the best of my knowledge and does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the Foreign Exchange Management Act, 1999 or any rule, regulation, notification, direction or order made thereunder. I agree that I shall be responsible and liable for any incorrect detail provided by me.

- ii. I also hereby agree and undertake to give such information/documents as will reasonably satisfy SBM Bank India about this transaction in terms of the above declaration.
- iii. I further agree that once the funds remitted by me have been transmitted by SBM Bank India to the correspondent and/or Beneficiary Banks, SBM Bank India shall not be responsible for any delays in the disbursement of such funds including the withholding of such funds by the correspondent and/or Beneficiary Banks.
- iv. I agree that in the event the transaction gets rejected by the Beneficiary Bank because of any incorrect information submitted by me then any charges levied by the Beneficiary Bank and/or intermediary bank and exchange loss incurred in this connection can be recovered by SBM Bank India from the amount returned by the correspondent bank.
- v. I also understand that if I refuse to comply with any such requirement or make any unsatisfactory compliance therewith, SBM Bank India shall refuse to undertake the transaction and shall, if it has reason to believe that any contravention/evasion is contemplated by me, report that matter to the Reserve Bank of India.
- vi. I agree that in the event the transaction is cancelled or revoked by me after submitting the request for processing to SBM Bank India, which the bank may accept at its discretion and on a best effort basis, any exchange loss incurred in this connection can be debited from the funds paid to SBM Bank India for executing the transaction.