

STATE BANK OF INDIA , SYDNEY - TERMS AND CONDITIONS FOR e-REMIT

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND/OR USING THE e-REMIT SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ALONG WITH THE CHANGES MADE THERETO FROM TIME TO TIME. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS OF THIS WEBSITE AND/OR USE OF THE ONLINE SERVICES.

Definitions:

e-Remit:: e-Remit is a Web based portal where Customers can apply for electronic overseas transfers by

1. Using the internet banking facility of Banks in Australia

or

2. Cheque/cash at one our designated bank accounts in Australia

Customer: means a Registered User who avails or seeks to avail of e-Remit Facility.

Applicant: Any person desirous of availing e-Remit facility and has submitted the application for the same

Bank: means State Bank of India , Sydney , a foreign branch authorized to carry on banking business in Australia under subsection 9(3) of Banking Act 1959.

Branch of State Bank of India (SBI): means any Branch of State Bank of India , a Bank constituted in India on 1 st July, 1955 under the State Bank of India Act

Facility: means any present and future product, service or facility displayed or offered on or through the Website

Website: means the Website presently maintained by State Bank of India , Sydney at www.sbisyd.com.au which hosts the e-Remit service and includes the pages of the Website and any applets, software and content contained in the Website.

Notice: means notices relating to various matters issued or to be issued by State Bank of India , Sydney to the Customer from time to time e.g. notices of market information, changes in scale of charges , etc

" **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.

USER-ID: means the user identification given to the Customer and registered by the Website which, along with the Password, will enable the Customer to -

* avail of Facilities and enter into transactions in respect of the Facilities offered on the Website,

* download application forms for Facilities, register a change in address, payments and make online applications; and

* do such other acts as the Website may permit.

Password : means the password chosen by the Customer and registered by the Website which, along with the USER-ID, will enable the Customer to -

* avail of Facilities and enter into transactions in respect of the Facilities offered on the Website,

* download application forms for Facilities, register a change in address, payments and make online applications and

* do such other acts as the Website may permit.

Vendor: means any Person, other than the Bank, who displays content or offers any Facility on the Website

The Facility of e-Remit (Online Remittance System) is provided only as a convenience to the Customer and the Customer may avail the facility at his own risk. By using this Facility the Customer agrees unconditionally not to contest any transaction carried out or not carried out by the Bank, over e-Remit, and shall accept the record of the transaction maintained by the Bank, without any demur or protest, and hold the Bank harmless and blameless against any loss, or consequences thereof, arising from any transaction carried out or not carried out over e-Remit.

Against the above background, the Customer can use any services provided by the Bank over e-Remit.

Application for e-Remit:

The Bank may provide e-Remit to select Applicants at its discretion. The submission of the registration form does not automatically imply the acceptance of application for e-Remit or entitle the Applicant, in any manner whatsoever, to the Facility.

ELIGIBLE USERS:

This Facility can be used by all individuals who are Residents of Australia like Australian Citizens/Permanent Residents / Employment Pass Holders / Work Permit holders.

Software:

The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems etc from time to time and shall be under no obligation to support the software, hardware, and operating systems of the Customer. It shall be the sole responsibility of the Customer/user to ensure support for the software/ hardware/operating systems, etc.

Where the Customer operates from a country other than Sydney, the Customer is responsible for complying with the local laws of that country, including (but not limited to) obtaining any license.

The Customer has to take appropriate measures at his cost to protect his systems from the likes of hackers, virus attacks, etc. Measures include installation of effective anti-virus scanners, firewalls, etc.

Proprietary rights:

The Customer acknowledges that the software underlying the e-Remit service as well as other internet related software which are required for accessing e-Remit are the legal property of the respective Vendors. The permission given by the Bank to access e-Remit will not convey any proprietary or ownership rights in the above software to the Customer / user.

The Customer shall not attempt to modify, translate, disassemble, recompile or reverse engineer the software underlying e-Remit or create any derivative product based on the software.

e-Remit Service:

The Bank shall endeavor to provide to the Customer through e-Remit such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services which a customer may be offered through e-Remit at its sole discretion.

The Bank will take reasonable care to ensure the security of and prevent unauthorized access to the e-Remit service using technology, reasonably available to the Bank.

The Customer shall not himself use or permit others to use e-Remit or any related service for any illegal or improper purpose.

Access to e-Remit:

The Customer will be provided with a USER ID and Password on successful registration which he will be required to change on first login. The customer is solely responsible for the secrecy of the Password which will never be requested for by the Bank.

In addition to USER-ID and Password in the first instance, the Bank may, at its discretion, advise the Customer to adopt such other means of authentication including but not limited to digital certification and/or smart cards.

Procedures:

Bank has created specific procedures/options for processing transactions over e-Remit. If the Customer gives instructions through other mechanisms (such as mail within e-Remit, normal e-mail etc.), Bank will not be liable to process these transactions. If the Bank does process these transactions for any reason however, Bank will not be liable for any associated consequences.

Transaction Processing:

All the valid applications received by the Bank will be processed on first-in-first-out basis. In case requests for effecting any transactions are received on holidays/public holidays, they shall be effected on the immediately succeeding working day on the terms and conditions prevailing on that day.

If the addressee is the Bank, the time of receipt of the Electronic Record is the time when the addressee branch retrieves the Electronic Record and not the time when the Electronic Record enters the designated computer resource.

The Customer shall not hold the Bank responsible for not processing / effecting any transactions in case the Bank does not receive instruction to this effect even though the Customer has forwarded the same.

Authority to the Bank:

e-Remit transactions in the Customer's Account(s) are permitted only after authentication of the USER with the use of his USER-ID and Password. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer through e-Remit or purporting to have been sent by the Customer via e-Remit other than by means of verification of the USER-ID and the Password.

The display or printed output that is produced by the Customer at the time of operation of e-Remit is a record of the operation of the e-Remit session and shall not be construed as the Bank's record of the relative transactions. The Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access of his/her account by the Customer.

The Bank shall endeavor to take reasonable measures, which may include encryption, to ensure that the Customer's personal information is not disclosed to any person except to other persons to whom the information may be provided as per the Bank's Privacy Policy and other persons specified by the Customer. However, the Internet is an open system and the Bank cannot, and does not, guarantee that the personal information, which the Customer furnishes, will not be intercepted or accessed by others and decrypted. The Bank shall not be liable or responsible should any confidential or other information provided by or pertaining to the Customer (including bank account numbers, passwords, personal identification numbers, IDs, transaction details, etc.) be intercepted and subsequently used by an unintended recipient.

Accuracy of Information:

The Customer is responsible for the correctness of information supplied to the Bank through the use of e-Remit. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer.

Disclosure of Personal Information:

The Customer agrees that the Bank may hold and process the Personal Information on computer or otherwise in connection with e-Remit services as well as for statistical analysis and credit scoring. The Customer also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- * For participation in any telecommunication or electronic clearing network
- * In compliance with a legal directive
- * For credit rating by recognized credit-scoring agencies
- * For fraud prevention purposes

The Bank shall be protected against the disclosure of the details of the account to Government of Australia and or other Government or Public Authorities or Inland Revenue, Commercial Affairs Department etc. , when required by law.

The Customer agrees -

1. to provide true, accurate, current and complete information about himself/herself as required in the Registration Form, and
2. to from time to time maintain and update this information to keep it true, accurate, current and complete at all times.

Indemnity

The Customer hereby agrees to indemnify and save the Bank harmless against all damages, losses, expenses and costs (including legal costs) suffered or incurred by the Bank in connection with or arising from (1) the Customer's access of this website and/or use of the online services, or (2) any other party's access of this website and/or use of the online services using the Customer's USER-ID and/or Password, or (3) the Customer's breach of any of these Terms and Conditions of Access, or (4) any other party's breach of any of these Terms and Conditions of Access where such party was able to access this website and/or use the online services by using the Customer's USER-ID and/or Password.

Hyperlinks

For the Customer's convenience, the e-Remit website may include hyperlinks to websites on the Internet that are owned or operated by third parties. Such linked websites are not under the control of the Bank and the Bank cannot accept responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. Furthermore, the hyperlinks provided in this website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by the Bank in Australia . The Customer agrees that his/her access to and/or use of such linked websites is entirely at his/her own risk and subject to the terms and conditions of access and/or use contained therein.

Change of Terms and Conditions:

The Bank has the absolute discretion to amend or supplement any of the Terms at any time and will give notice of such changes on the Bank's website wherever feasible except for changes, which are subject to market/regulatory changes. The Bank may introduce new services within e-Remit from time to time. By using these new services, the Customer agrees to be bound by the terms and conditions applicable from time to time.

It is the Customer's responsibility to ensure that periodically on every occasion that he/she accesses or uses the Website or any Facility, product or service displayed or offered on the Website that he/she return to this page and review the Terms and Conditions for any alterations, additions or deletions. Unless otherwise specified by the Bank 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, the Customer will be deemed to have agreed to accept and be bound by such altered, added to or deleted Terms and Conditions. If the Customer does not agree to the alterations, additions or deletions, he/she 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 him/her prior to such alterations, additions or deletions). 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.

Termination of e-Remit service:

The Customer may request for termination of the e-Remit facility any time by giving a written notice of at least 15 days to the bank. The Customer will remain responsible for any transactions made on his e-Remit account(s) through e-Remit prior to the time of such cancellation of the e-Remit service.

The bank may withdraw the e-Remit facility anytime provided the Customer is given reasonable notice under the circumstances. The bank may suspend or terminate e-Remit facilities without prior notice if the Customer has breached any of the terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

Governing Law:

These terms and conditions and/ or the operations in the accounts of the Customer maintained by the Bank and/ or the use of the services provided through e-Remit shall be governed by the laws of Australia and no other nation. The Customer and the bank agree to submit to the exclusive jurisdiction of the courts in Australia under whose jurisdiction State Bank of India , Sydney functions, concerning any claims or matters arising under these terms and conditions

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than Australia. The mere fact that the e-Remit service can be accessed through internet by a Customer in a country other than Australia shall not be interpreted to

imply that the laws of the said country govern the Bank and / or these terms and conditions and / or the operations in the e-Remit accounts of the Customer and / or the use of e-Remit.

Disclaimer of Warranties:

1. The usage of this Site by the Customer is at Customer's sole risk and responsibility. The information provided on this Site is provided on an "as is" and "as available" basis.

2. The Bank hereby expressly and completely disclaim all warranties of any kind whatsoever, whether express or implied, including but not limited to the implied warranties of accuracy, completeness, and merchantability for a particular purpose and non- infringement of intellectual policy.

3. The Customer accepts and expressly agrees that the Bank is not responsible or liable for any direct, indirect, incidental or consequential damage/loss whatsoever which may occur as a result of using any/all information whatsoever contained in this Site. The Customer hereby accepts and agrees that the information contained here is only for individuals' informational purposes.

4. The Bank further make no warranty of any kind whatsoever that the said information shall meet Customers' requirements, and in no event shall the Bank be liable in contract, tort, negligence or otherwise for any damages, whatsoever, (including, without limitation, to any kind of damages, interruptions, injuries of any kind whatsoever), arising out of the use of or inability to use the materials.

5. The Bank does not warrant that the functions contained in the materials will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or other harmful components.

6. No advice or information, whether oral or written, directly or indirectly, in any medium whatsoever, obtained by the Customer from this Site shall be deemed to create any warranty either expressly or impliedly whatsoever.

7. Customers are encouraged to verify/ make their own personal inquiries before taking any action or making any final decision.

8. This disclaimer applies in addition to any other disclaimer, if any on this Site and / or which may be included under this Agreement or on this Site.

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

10. Under no circumstances shall the Bank be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with accessing this website and/or using the online services even if the Bank had been advised as to the possibility.

11. In no event shall State Bank of India be liable to the Customer or any other party for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of opportunity) arising in connection with the use of this website, or reliance on any information, materials or online services provided at this website, regardless of the form of action and even if the Bank had been advised as to the possibility of such damages.

12. While the Bank shall endeavour that the Customer's instructions and transactions pursuant to Facilities provided by SBI are communicated, carried out and/or performed promptly, SBI does not guarantee that any instructions will definitely be communicated or carried out or that any transactions will definitely be performed; and SBI 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, natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, or any other reason beyond the control of SBI.

13. SBI shall not be responsible for any inability to access the Website or any use or misuse of the Website. A possibility exists that the Website could include inaccuracies or errors. Additionally, a possibility exists that unauthorized additions, deletions or third parties could make alterations to the Website. Although SBI 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 SBI so that it can be corrected

Notices:

The Bank may publish notices of general nature, which are applicable to all Customers of e-Remit on its web site. Such notices will have the same effect as a notice served individually on each Customer.

In the event of any dispute, the court in Australia will have exclusive jurisdiction to adjudicate such dispute and no other court shall have jurisdiction over the same.

Waiver:

The failure on the part of the Bank to exercise any rights as herein under in this premises or otherwise, lawfully, contractually or legally, available to it, or to exercise any option, right or remedy herein contained or otherwise, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect.

Further no single or partial exercise of any right, power, or remedy by the Bank shall limit/exclude any other or further exercise thereof or the exercise of any other right, power or remedy

General:

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause

The user shall not assign this agreement to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may transfer or assign its rights and obligations under this contract to any other company.

The conditions stated in these Terms & Conditions are in addition to the other terms, and conditions stated elsewhere in the Website. In particular, and without prejudice to the above, these Terms and Conditions are in addition to the terms, conditions, procedures and agreements applicable in respect of each Facility which are stated at the appropriate places in respect of each Facility or in the agreements to be entered into between the Bank/and the Customer / the concerned parties in respect of each Facility.

The Customer SHOULD adopt the following recommended security practices while banking online:

1. Keep the Password confidential at all times
2. Always log off the online session
3. Do not store the USER-ID/Password when using Internet Explorer browsers
4. Do not disclose personal information to suspected websites
5. Use a computer/ device that can be trusted
6. Ensure adequate security for wireless network and devices
7. Clear the browser's cache and history after each session
8. Protect computer from viruses and malicious programs
9. Protect critical data
10. Disable the "File and Printer Sharing" feature on the Operating system
11. Check account and transaction history details regularly
12. Update the Bank when there is a change in contact particulars

Let the Bank know immediately if there's a problem!

Under the Terms and Conditions, the Customer will be responsible for all transactions made through the use of his/her USER ID and Password, regardless of whether such transactions were in fact entered into, or authorized, by him/her. The Customer should therefore read carefully and adhere to the recommended security practices. The Bank is not responsible for any loss or damage in connection with the use of e-Remit unless such loss is attributable to the Bank's negligence or willful default. The Customer should note in particular that the Bank would

not be responsible for losses, which arise as a result of any of the following events:

- * failure to abide by our Terms and Conditions
- * failure to promptly report any unauthorized access and/or fraudulent transactions on your account
- * failure to report loss or stolen Password
- * Negligent handling, disclosure and/or sharing, of Password, with third parties
- * Input errors in online banking transactions
- * Unavailability of our e-Remit service due to system maintenance / breakdown / non-availability of any network or any other event beyond our control

The Customer will have the right to:

- * Request the Bank to suspend access to Internet Banking immediately should he/she suspect any unusual activity, compromise of Password and/or unauthorized access
- * Request the Bank to terminate access to e-Remit facility should he/she wish to discontinue the service
- * Request for a new set of Password if he/she has forgotten/lost or suspect his/her Password has been exposed
- * Obtain information from the Bank regarding his/her online transactions

CONDUCT OF VISITORS, REGISTERED USERS AND CUSTOMERS:

The Customer shall not -

1. restrict or inhibit any other person from accessing, using and enjoying the Website or the Facilities;
2. use the Website for any purpose that is unlawful in any jurisdiction or not permitted by the Terms and Conditions;
3. 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;
4. 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;
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 SBI) or engage in spamming or flooding;
6. post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
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 (other than as expressly permitted by the provider of such information, software or other material);
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;
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 SBI or the copyright owner or other right holder thereof, the Website being copyrighted under the relevant laws;
10. Attempt to decompile or reverse engineer any of the software available on the Website.
11. Attempt to hack into the Website or otherwise attempt to subvert any firewall or other security measure of the Website and if the Customer becomes aware of any shortcoming in the security on the Website the same shall forthwith ie informed to the Bank in writing.
12. The Customer shall use any software provided on, by or through the Website only for the purposes for which it has been provided and for no other purpose.
13. The Customer shall not cancel any instructions once authorized, save and except by intimation to the Bank. Additionally, in the event of a request to cancel an instruction or a transaction that has been authorized, such cancellation is not guaranteed by the Bank. Such instruction or transaction will only be cancelled if the request for cancellation is received and acted upon before the instruction or transaction has been executed.