

TERMS AND CONDITIONS

# E-REMIT FACILITY

**STATE BANK OF INDIA**

LEVEL 31, AUSTRALIA SQUARE

264 GEORGE STREET

SYDNEY NSW 2000

## TERMS AND CONDITIONS FOR e-Remit

Powered by STATE BANK OF INDIA

### THE e-Remit ONLINE APPLICATION SERVICE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

The Terms and Conditions set forth below describe the terms and conditions that apply to and govern with relation to the use of Online Sign Up process (the "Website") using the Online Application Form and Services (as defined below). Do not use or access the Website or Services if You do not agree to be bound by such Terms and Conditions.

The e-Remit Online application service is provided online only in Australia by State Bank of India ("SBI"), Sydney Branch ("The Bank"). The bank has its branch office located in Level 31, Australia Square 264 George Street Sydney NSW 2000.

Please read the Terms and Conditions carefully. The access and use of the Website means that you have read and agreed to accept and abide by the Terms and Conditions, which together with our Privacy Policy govern Your relationship with us or use of the Website. In case you do not agree to accept and abide by the Terms and Conditions, do not access or use this Website or any pages thereof and do not avail of any of the Facilities, products or services offered on or through the Website.

SBI Sydney may in its sole discretion modify, alter, add to or delete the Terms and Conditions from time to time without any prior notice. It is Your responsibility to review the Terms and Conditions for any alterations, additions or deletions while You access or use the Website, or any Facility, product or service displayed or offered on the Website. Unless otherwise specified by the bank, all modifications, alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the Website. By continuing to access or use the Website or any Facilities, products or services offered on the Website, you will be deemed to have agreed to accept and be bound by such altered, added to or deleted Terms and Conditions. If You do not agree to the alterations, additions or deletions, you should discontinue accessing or using the Website or availing of any Facilities, products or services on the Website (other than those which have already been availed by You prior to such alterations, additions or deletion.

Please read the Terms and Conditions carefully. The access and use of the Website means that You have read and agreed to accept and abide by the Terms and Conditions, which together with our Privacy Policy govern Your relationship with us or use of the Website. In case You do not agree to accept and abide by the Terms and Conditions, do not access or use this Website or any pages thereof and do not avail of any of the Facilities, products or services offered on or through the Website.

**Please note that by clicking on "GET STARTED" it will be deemed that You have read and understood the Terms and Conditions and that You agree to accept and abide by the Terms and Conditions.**

The following capitalised terms have the following meanings unless the context otherwise requires:

**Agreement** means this Agreement as varied from time to time.

**Applicant** means any person desirous of availing e-Remit facility and who has applied for the same.

**Bank or we, our, ours or us** means State Bank of India, Sydney ARBN 082 610 008, a foreign branch authorised to carry on banking business in Australia under subsection 9(3) of Banking Act 1959.

**Business Day** means a day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

**Customer or you, your or yours** means the customer who completed the e-Remit Application, the customer's executors, administrators, and permitted assigns and agent appointed by the customer from time to time.

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

- (a) Using the internet banking facility of Banks in Australia;
- (b) Cheque/cash at one our designated bank accounts in Australia.]

**e-Remit Application** means the e-Remit Application which you complete on-line to enter into this Agreement.

**Proscribed Person** means a person who appears to us either:

- (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- (c) to appear in a list of people with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- (d) to act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

**Security Identification** means all log-on identity, passwords, key encryption numbers and any other security tokens or devices used from time to time to access e-Remit and effect transactions through the e-Remit service.

**Terms and Conditions** means these terms and conditions and other terms and conditions contained elsewhere on the Website from time to time relating to the e-Remit service and International Money Transfers.

**User** means a person who has the authority to log into e-Remit.

**Vendor** means any person, other than the Bank, who displays content or offers any Facility on the Website.

**Website** means the Website presently maintained by State Bank of India, Sydney at [www.sbisyd.com.au](http://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.

"INR" means Indian Rupees.

"AUD" means Australian Dollar.

The words "we", "us" "our" shall be references to State Bank of India.

#### **A. ELIGIBLE USERS**

To access and use the Website and avail of any Facility You must be an individual of at-least 18 years of age who can enter into legally binding contracts under applicable law or a corporation, trust, association of persons or firm which can enter into legally binding contracts under applicable law. In case of a corporation, trust, association of persons or a firm, you must be authorised to agree to the Terms and Conditions and to access, use and avail of the Website and the Facilities. If You do not qualify, please do not access or use the Website or the Facility. THE ONLINE APPLICATION SERVICE IS ONLY AVAILABLE TO BE USED FOR INDIVIDUAL CUSTOMERS ONLY WHILE THE e-Remit FACILITY IS AVAILABLE TO USED FOR BOTH INDIVIDUALS AND NON-INDIVIDUALS ENTITIES RESIDENT IN AUSTRALIA.

Only Australian Residents are expected to use this service to remit money in AUD outside Australia only to the extent the domestic laws of Australia and such other Beneficiary countries permit them to access, use and avail of the Website and the Facilities.

ALL OTHER PERSONS NOT COVERED ABOVE, SHALL NOT ACCESS AND USE ANY SERVICES AVAILABLE IN THIS WEBSITE AND ITS FACILITIES. ALSO, SUCH OTHER PERSONS UNDERSTAND THAT BY ACCESSING, USING AND AVAILING OF THE WEBSITE AND THE FACILITIES CONTAINED HEREIN, THEY MAY BE VIOLATING THE LAW AND REGULATIONS OF AUSTRALIA OR OTHER COUNTRIES.

They also agree to indemnify the bank against any loss, third party claims, or liability incurred or may be incurred by the bank in this regard.

#### **B. CONDUCT OF USERS**

You agree -

1. to provide true, accurate, current and complete information about Yourself as prompted by the registration form on the Website, and
2. to maintain and update this information from time to time and to keep it true, accurate, current and complete always.

You shall indemnify the bank for any losses caused to you or the bank due to any information provided by You to the bank being untrue, inaccurate, not current or incomplete in any respect, and the bank shall not be responsible for any losses sustained by You due to this. If any information provided by You is untrue, inaccurate, not current or incomplete, the bank has the right to terminate your registration and refuse You access to or use of the Website or any Facilities.

All activities under the service shall be deemed as activities carried out by the registered user. You shall only use the Services to transact on your own account and not on behalf of any other person or entity.

We are required by law to carry out all necessary security and customer due diligence checks on you (including any parties involved in your transaction for example, your recipient) to provide any Services to you. You agree to comply with any request from us for further information and

provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your e-Remit Account with us or in the event of a dispute relating to this Agreement and activity under your Account.

To avoid any breaches or threats related to cyber security, we expect you to

- a. Change your password regularly and ensure that it isn't reused across other online accounts.
- b. Contact us if anyone asks for your unique user name or password
- c. Keep your email and mobile number secure and let us know immediately if the same has been compromised.
- d. You must not disclose your password or your user ID to anyone.
- e. You should not use any software, widget or other applications to use, enter, process, lodge or perform any operation of material nature.
- f. Do not store the User-IDs or passwords when using Internet explorer browsers
- g. Check account and transaction history details regularly
- h. Update the Bank when there is a change in contact particulars

#### **ABOVE ALL WE EXPECT THE SUBJECT FUNDS BEING REMITTED ARE YOUR OWN FUNDS AND ARE NOT THIRD-PARTY FUNDS.**

You acknowledge that you have been provided with copies of the following documents in accordance with, to the extent applicable, the requirements of the Corporations Act:

- (i) Our Product Disclosure Statement ("PDS").
- (ii) Our Financial Services Guide ("FSG").
- (iii) Our Website Use Agreement.
- (iv) Our Privacy Statement.

You are responsible for configuring your information technology, computer programmes and platform to access our Services. You should use your own virus protection software. We cannot guarantee that our Services will be free from bugs or virus.

You must not misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, our servers, computers or databases. You must not attack our Website with any type of denial of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website and/or our Services will cease immediately.

#### **C. REGISTRATION OF PERSONAL INFORMATION**

Only limited access to the Website is available to non-registered Visitors. Non-registered Visitors may not be permitted to avail of the Facilities. To obtain increased access to the Website and to avail of the Facilities You are required to register on the Website as a Registered User. The Registered User hereby acknowledges and agrees that he/she shall not register multiple times under the same or different names or in the name of another party without their authorisation on the Website for availing the Facility. Registered User with more than one registration may be denied Facilities and his/her registration may be terminated at the sole discretion of the Bank. We collect your personal information to provide our products and services, satisfy our regulatory obligations under the AML/CTF legislation

We are using third party services to verify, validate and confirm the identity of yours and therefore You undertake that you will not knowingly do anything to put us in breach of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, rules and other subordinate instruments (AML/CTF Laws). You undertake to notify us if you become aware of anything that would put us in breach of AML/CTF Laws. If requested, you undertake to provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction. We may provide your personal information to our intermediary bankers and to any government regulatory bodies that normally require it or may request it. We may also provide your information to any partners, agents or intermediaries who are a necessary part of the provision of our products and services. You acknowledge and agree that we use international intermediaries to process transactions on your behalf and that your personal information may be sent to those overseas intermediaries to complete the transaction.

You undertake that you are not aware and have no reason to suspect that the money you are transferring is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and the money you are transferring will be used to finance, or in connection with, Illegal Activities.

#### **D. PROMOTION & CAMPAIGN MANAGEMENT**

Any scheme for awarding or securing Promo codes 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 Australia and other concerned jurisdictions. You are therefore required to verify that You are eligible 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 Your recourse for the same will be only against the persons who have manufactured or supplied the same. Eligibility of Rewards points, awarded as per the applicable policies, is exclusive. This cannot be clubbed with any existing offer, unless otherwise specified explicitly. Redemption of reward points for free transactions are subject to special conditions which may vary on the mode of remittance other factors, if any.

You agree that we may use Personal information provided by You to conduct KYC and appropriate anti-fraud checks using the data available with credit reference agencies and

other institutions. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

From time to time, the Bank may run special offers and promotions at its sole discretion. Consumers can avail of the same subject to any applicable Terms and Conditions including the following:

**Scope:** The Bank will decide on the geographies and/or currencies for which the offer is valid.

**Tenure:** The tenure of the offer would be for a limited period and the same would be at the sole discretion of SBI

**Multiple Offers:** If, at any point of time, there is more than one offer running at a time, only one can be availed of.

**Additional Terms:** Some offers may include additional terms specific to the offer. The same would be available in the Additional Terms section.

Prizes hereunder are not transferable. In no event, the prizes can be exchanged for their value in cash.

If the prize/gift(s) remain unclaimed or the winner has not confirmed his/her shipping address for a period of 30 days after the announcement of the results, the prize/gift(s) shall stand cancelled and forfeited and thereafter the winners shall not be eligible to claim the prize/gift(s).

The conditions stated in these Terms and Conditions are in addition to the other terms and conditions stated elsewhere in the Website. 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 between the Bank and You / the concerned parties in respect of each Facility.

#### **E. WHAT IS E-REMIT?**

e-Remit is a web-based portal where Customers can apply for electronic international funds transfer by using the below listed payment mechanisms:

**PoLi-** A payment service offered by Australia Post. Whenever, PoLi payment option is used then you are governed by the terms and conditions of PoLi as well. The link for T&C is <https://www.polipayments.com/terms>

**B-Pay-** Money Transfer facility offered by B-pay

#### **F. COMMENCEMENT & DURATION**

This Agreement will commence on the day that we accept the e-Remit Application or as otherwise agreed and shall continue in force and duration until terminated.

The Bank may accept e-Remit Applications in its absolute discretion. The submission of an e-Remit Application does not automatically imply the acceptance of the application. Please note that the e Remit application amount and the amount transferred to SBIS' account should be the same.

Subject to the terms of this Agreement, we will provide you with access to e-Remit for the terms of the Agreement.

#### **Limitations**

You must not:

(a) transfer, sub-license or otherwise dispose of your rights to e-Remit without our written consent; or

(b) disclose, display or otherwise make e-Remit available to any other person (other than Users) without our consent.

(c) send funds to SBIS from a third-party bank account. (i.e. a bank account that does not belong to you).

## **Fees**

You authorise us to deduct the applicable fees as outlined in the fees and charges schedule set in the document from the AUD amount transferred by you to SBI Sydney.

## **G. SOFTWARE**

### **Software and operating systems**

The Bank may change, vary or upgrade its software, hardware or operating systems from time to time and is not responsible for supporting the software, hardware or operating systems of the Customer.

### **Minimum browser requirements**

The Customer must ensure that the Customer meets the minimum browser requirements for e-Remit as This site uses highly secure 1024-Bit SSL encryption certified by Verisign and Site best viewed in Internet Explorer 10 and above, Google Chrome latest version, and Safari latest version. These are intended as a guide only and, as network requirements may vary, you should consult your IT service provider.

### **Security procedures**

You must ensure that adequate security procedures are taken to prevent an unauthorised user accessing e-Remit. This should include the use of appropriate anti-spamming', 'anti-key logging' and anti-'virus' software, in addition to appropriate personal computer or network 'firewall' protection.

## **H. INTELLECTUAL PROPERTY**

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 relevant Vendors. The permission given by the Bank to access e-Remit does not convey any proprietary or ownership rights in this software to the Customer.

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

## **I. ACCESS TO e-Remit**

### **Security**

You are responsible for keeping your Security Identification secure and protecting it from unauthorised access.

### **Change Passwords**

We will provide you with the necessary instructions to enable password changes. It is your responsibility to regularly change your passwords.

### **Unauthorized Access**

You must notify us immediately if you become aware of or suspect unauthorised access to e-Remit, or the misuse, loss or theft of a device forming part of a Security Identification, or that the security of a password forming part of a Security Identification has been breached.

### **Cancellation of Security Identification or withholding of access**

We may cancel your use of Security Identification, withhold access to e-Remit, or refuse to act on your instructions at any time, without notice, if we reasonably believe the Security Identification is being used in a way that may cause losses to you or us. We may vary the maximum amounts which you may transfer at any one time or within any period.

## **J. INSTRUCTIONS**

### **Rules for giving instructions**

We will issue, in writing or on the e-Remit website, rules setting out the way instructions should be given, the times during which instructions may be affected and other relevant information. We may vary the rules from time to time. We will notify you of any such variation by publishing it on the e-Remit website or sending a written notice to you.

### **Compliance with rules**

You are responsible for ensuring that the procedures set out in the rules are correctly followed for all transactions.

### **Quoting account number**

It is your responsibility when instructing us to transfer funds to tell us the correct payee, IFSC code and account number. Funds may not be recovered if you instruct us to make a payment to an incorrect IFSC code and account number. Neither we, nor the institution receiving a payment, check that the account, identified by the IFSC code and account number is held by the customer named in the payment instruction.

## **K. AUTHORITY TO THE BANK**

### **Liability for Users**

You are liable under these Terms and Conditions for the acts and omissions of all Users. You release us from all actions, proceedings, claims, costs and demands that may be made brought or incurred by or against us arising from any failure to provide instructions to us, or any unauthorised or incorrect instructions, by any User.

### **Deemed Authority**

e-Remit transactions in the Customer's Account(s) are permitted only after authentication of the User with the use of your Security Identification. You agree that we are entitled to treat any transaction effected by the use of your Security Identification as a transaction which is undertaken with your authority

### **Verification**

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 Security Identification, unless prior to the transaction you have instructed the Bank to cancel the Security Identification.

#### **Record of Operation**

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 is not to be construed as the Bank's record of the relevant transactions.

#### **L. HYPERLINKS**

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 does not accept responsibility for the contents of, nor the consequences of, accessing any linked website or any link contained in a linked website.

The hyperlinks provided in this website should not be considered nor construed as an endorsement or verification by the Bank of such linked websites or their contents.

The Customer agrees that the Customer's access to and use of such linked websites is entirely at the Customer's own risk and subject to the terms and conditions of access and use contained on those websites.

#### **M. VARIATIONS**

We are entitled to:

- (a) increase or decrease the fees; or
- (b) introduce a new fee; or
- (c) vary these Terms and Conditions.

We will give you 30 days' prior written notice of the introduction of a new fee. We will give you 30 days' prior notice by advertisement published on the e-Remit website or in writing of an increase in an existing fee or charge. Otherwise, we will notify you by advertisement published on the e-Remit website or in writing to you no later than the day on which the change takes effect. If you do not accept these changes, you may choose to terminate your use of e-Remit.

#### **Additional Functionality**

From time to time, we may introduce the functionality to e-Remit, which will also be governed by these Terms and Conditions. Your usage or access to the new functionality will be taken to constitute your acceptance of the current Terms and Conditions.

#### **N. TERMINATION OF E-REMIT SERVICE**

##### **Termination**

If you:

- (a) or a signatory appears to be a "Proscribed Person";
- (b) die or become legally incapacitated or become subject to any form of insolvency administration;
- (c) fail to pay fees when due; or

- (d) otherwise breach this Agreement,

we may immediately terminate this Agreement either by notifying you in writing or ceasing to provide access to e-Remit. We will only exercise our rights under this clause if it is reasonable for us to do so.

##### **Termination by either party**

Either party may terminate this Agreement by 15 days' notice in writing to the other party.

##### **Continuing rights**

Termination will not affect your right or our rights which have accrued before termination including our right to recover fees. You will remain responsible for any transaction on your e-Remit account prior to the time of cancellation of your e-Remit account.

#### **O. REFUSAL OF SERVICES**

If you appear to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other Proscribed Person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any of these things. Our rights under this clause are in addition to all other rights we may have.

If we exercise our rights under this clause you must pay us any damages, losses, costs or reasonable expenses that we incur in relation to any action taken under this clause, including without limitation, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.

#### **P. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed by the laws of New South Wales. The Customer and the Bank agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### **Q. LIABILITY**

##### **Consequential loss**

Where we have acted with due care and skill, we expressly exclude liability for consequential loss or damage in respect of this Agreement, your use of e-Remit, the unavailability of e-Remit, cancellation of your Security Identification, withholding of access to e-Remit by us, or any refusal to act on your instructions, or for loss of profit, business, revenue, goodwill or anticipated savings.

##### **Limitation**

We do not warrant that the services provided to you in relation to e-Remit will be fault free or that any problem with the e-Remit site or the internet can be solved immediately or quickly. You acknowledge that those services may rely on factors outside our control. We will use reasonable endeavours to overcome any fault in the services we provide to you as quickly as possible.

##### **Statutory Warranties**

The service when supplied to you as a consumer comes with a non-excludable warranty under consumer protection laws that it will be carried out with due care and skill and be reasonably fit for the purpose. If we breach any of those warranties you may be entitled to compensation. When you are not a consumer under consumer protection laws our liability for loss or damage is limited to re-supplying the service to you or paying the costs of having the service re-supplied to you. When you are a consumer under the consumer protection laws, our liability is limited in this way only to the extent permitted by those laws.

#### **Force Majeure**

Where the Bank has acted with due care and skill the Bank is not responsible for any delay in communicating, carrying out or performing any instructions or transactions due to a failure of operational systems for reasons beyond the reasonable control of the Bank.

#### **Liability for Third Parties' systems**

You acknowledge that disruptions to the operations and systems of other financial institutions may also delay or disrupt transactions. The Bank is unable to control the operations and systems of other institutions and is not liable to you for any loss arising from disruptions to the operations or systems of those institutions.

### **R. GENERAL PROVISIONS**

#### **Assignment**

You may not assign your rights and obligations under this Agreement without first obtaining our written consent. The Bank may sub-contract and employ agents to carry out any of its obligations under this Agreement. The Bank may transfer or assign its rights and obligations under this Agreement to any other person without your consent.

#### **Waiver**

No delay, neglect or forbearance by either party in enforcing its rights at law or any provisions of this Agreement against the other party shall be a waiver or in any way prejudice any right of either party, unless expressly stated in writing.

#### **Severability**

If any provision of this Agreement is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority delegate declares it so), the remaining provisions of this Agreement will continue to apply to the extent possible as if the void or unenforceable part had never existed.

#### **Government duties, fees and charges**

You must pay all Government duties, taxes, fees and charges which arise because of the execution of this Agreement and the rights given to you by this Agreement.

#### **Notices**

Any notice required or permitted by this Agreement to be given by us shall be sufficient if executed for and on behalf of us by one of our officers the title for whose position is or includes the word "manager". Unless prohibited by law, we may send you notices by electronic communication by:

(a) sending the information to an electronic address nominated by you; or

(b) making the information available for retrieval at the e-Remit website and sending, to an electronic address nominated by you, a notification that the information is available

#### **Consent**

Whenever you ask for our consent we will only refuse our consent if it is reasonable to refuse it. If we give our consent, we may impose reasonable conditions. You must comply with any reasonable conditions we impose in giving our consent.

#### **Relationship**

No amendment, modification or variation of the provisions of this Agreement by you shall be effective unless made in writing and accepted by us. This Agreement does not affect the existing relationship between you and us regarding the operation of your account including, for example only, our right to deduct fees and costs including transaction costs from your account and our right to vary the terms and conditions relating to your account.

#### **Code of Banking Practice**

The relevant provisions of the Code of Banking Practice apply if you are an individual or a "small business" within the meaning of the Code.

### **GENERAL TERMS AND CONDITIONS - INTERNATIONAL FUNDS TRANSFER**

International Money Transfers (IMTs) are electronic payments of cleared funds that are credited directly to a nominated bank account almost anywhere in the world. They are a fast and reliable way of making international payments.

SBIS recommends that you read all terms provided in this document relating to IMTs and that you ask us about any issues that concern you.

#### **Use of a Correspondent**

a) State Bank of India Sydney (SBIS) may use the services of another bank ('the Correspondent Bank') or agency ('the Correspondent Agency') or another branch of State Bank of India (SBI) (collectively, the Correspondent) to give effect to the instructions of the Applicant.

b) SBIS may terminate the use of a Correspondent to process any payment on behalf of SBIS. Should SBIS terminate a Correspondent SBIS may not be able to process a payment instruction on your behalf. You acknowledge and agree that should this occur SBIS shall not be held liable for any cost, loss or liability incurred by you or the beneficiary because of SBIS not being able to process your payments due to SBIS terminating a Correspondent. You also agree and acknowledge that SBIS shall not be liable for any cost, loss or liability incurred by you and/or your beneficiary as a result of any delay in, or failure of processing your payment instructions by a Correspondent.

c) SBIS may receive a commission from, or enter commission/revenue sharing arrangements with a Correspondent, the amount of which will depend on various factors.

#### **Correspondent Commissions, Fees or Other Charges**

a) A Correspondent may charge commissions, fees or other charges in making payments to the beneficiary account. Unless other arrangements are in place with a Correspondent those commissions, fees or charges will normally either be deducted by a Correspondent from the funds paid to the beneficiary's account or passed on to SBIS.

b) Where the deduction is made, the beneficiary will receive less than the payment amount specified in your instructions.

c) If those commissions, fees or charges are passed on to SBIS, then you will be required to reimburse SBIS for them.

d) At your request SBIS will obtain within ten (10) working days details of the commissions, fees or other charges for specified Correspondent's used by SBIS. You acknowledge that SBIS's ability to obtain such details is reliant upon the co-operation of the specified Correspondent.

### SBIS Fees and Other Charges

a) SBIS fees and charges are as follows:

<b>Providing the TT service</b>	<b>A\$ 15.00</b>
<b>Applications through e-Remit portal</b>	0-<1,000 – A\$ 2 1000-<10,000 – A\$ 4 10,000-24999.99- A\$ 8 >25000 - NIL
<b>Cancelling the TT after it has been requested (in addition to the fee for initially providing the service)</b>	\$15.00 plus conversion at TT Buying rate of request date
<b>Making amendments to original payment details</b>	\$10.00 (in addition to the fee for initially providing the service)
<b>Making enquiries regarding a payment to the beneficiary (for example querying the non-receipt of funds)</b>	\$15.00 each
<b>Return of the payment by the Correspondent (in addition to the fee for initially providing the service)</b>	[\$30.00 plus any out of pocket expenses incurred by SBIS

b) All SBIS fees are denominated in Australian dollars.

c) These fees do not include any fees and charges that a Correspondent may charge.

### Delayed Payment

a) The transfer of funds will normally be received within 48hours by the branch of SBI / Correspondent Banks (The Expected Time). If the branch / Correspondent is not the beneficiary's branch / bank, it may take additional time to forward funds to the beneficiary's branch / bank. Further delay may occur in cases if the beneficiary's branch / bank is not a branch of SBI.

b) The transfer of funds may be delayed past the Expected Time due to circumstances beyond SBIS' control (which include but are not limited to) cut off times for transmissions imposed by a Correspondent Closure of payment window ; technical fault at RITS, APCA, SBIS etc, delays or complications in post or otherwise; delays, errors or omissions in transit or transmission; acts or omissions of a Correspondent or any other third party; or delays and complications in overseas banking systems. To the maximum extent permissible by law, SBIS and its employees and agents accept no responsibility and will not be liable for any loss or damage resulting from delays that arise as a result of the circumstances specified above or any act or thing done or omitted to be done by SBIS while acting in good faith on the Applicant's instructions.

c) Where the funds are not available for payment to the beneficiary by the Expected Time, the Applicant may request that SBIS generate, on behalf of the Applicant, an enquiry into the delay ('the Enquiry'). Where the delay is not caused by SBIS, the Applicant will indemnify SBIS for all or any costs or expenses incurred by SBIS as a result of generating, carrying out and completing the Enquiry including, without limitation, legal costs on a solicitor and client basis.

d) SBIS may contact you to confirm your instructions or your identity and may ask you to undertake further actions (such as an identification check). Without limitation to clause 6, if SBIS is unable to confirm your instructions or your identity to its satisfaction, then SBIS may decide in its absolute discretion to refund, delay, block or refuse to make payments and in doing so will not be held liable to you for any costs, losses or damages caused or suffered as a result.

e) In case of transaction not being completed, the reverse charges applicable for cancellation and refund of transactions shall not be set off against any promotion campaign offerings and hence will be deductible by SBIS as a claim against the customer.

### Enquiries and Stopping or cancelling a payment

a) In some limited circumstances SBIS may be able to stop or cancel a transfer of funds.

b) You acknowledge that is SBIS agrees to stop or cancel a payment, SBIS will not return the funds to you until they are received by SBIS from the Correspondent.

c) SBIS fee for requesting stopping or cancelling of a payment is set out in the table in Section 3 above.

d) Where you request SBIS to stop or cancel a payment or transfer of funds, SBIS will charge you fees in accordance

with clause 5(c) and the following terms and conditions. The fees are applicable regardless of whether SBIS is successful in stopping or cancelling the payment. You acknowledge that any Correspondent may also charge a fee and that this will be deducted from the returned funds. You agree to indemnify SBIS for any loss that occurs because of SBIS agreeing to stop or cancel a payment, which includes any loss because of any foreign exchange movement between and including the date of the original conversion of your funds and the date you are notified by SBIS of the return of the payment. SBIS will convert the value of the returned payment into Australian dollars using SBIS's applicable prevailing rate on the day you are notified by SBIS of the return of the payment.

e) You agree to indemnify SBIS for any loss, cost, expense or other liability (including any charges) sustained or incurred by SBIS because of SBIS acting in good faith on any instructions provided; both written and verbal.

f) You acknowledge that SBIS will rely on identification information when provided with instructions either verbally or in writing. You also acknowledge that making identification information available to other people increases the risk of fraud

#### **Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) and Sanctions**

You agree that SBIS may delay, block or refuse to process any transaction without incurring any liability and without informing you of the reasons, if SBIS suspects the transaction:

- a) may breach any laws or regulations in Australia or in any other country
- b) involves any person (natural, corporate or governmental) that it itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- c) may directly or indirectly involve the proceeds of or be applied for conduct which is unlawful in Australia or in any other country.
- d) You must provide all information to SBIS which SBIS reasonably requires managing Anti-Money Laundering and Counter Terrorism Financing and economic and trade sanction risk or to comply with any laws or regulations in Australia or in any other country.
- e) You agree that SBIS may disclose any information concerning you, it, or any person named in the payment instruction to:
  - (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere;

And

- (ii) any Correspondent SBIS uses to make payment for compliance with any such law or regulation.

You declare and undertake to SBIS that the processing of any transaction by SBIS in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

#### **Return of the Payment by the Correspondent**

a) In the event that a payment cannot be applied by a Correspondent, the Correspondent will either request additional information or return the payment to SBIS, less any fees. Where additional information is requested, SBIS will attempt to contact you via mail or phone to obtain the information.

b) Where the payment is returned SBIS will credit your account with the Australian dollar equivalent of the amount received (less SBIS and/or the Correspondent's charges), at SBIS' prevailing buying rate of exchange for the currency on the date that SBIS credit your account. Please note that this rate of exchange is likely to be different from the rates which applied when you requested your payment. This may mean the credit to your account is of greater or lesser value than the original transaction.

#### **Exchange Rate**

Where you purchase an International Money Transfer in a currency other than Australian dollars, the exchange rate that applies to the purchase of the currency is either the SBIS published exchange rate on [sbissyd.com.au/forex\_rates.html] or a market based rate of exchange, depending on the value of the transaction or the method you use to request the International Money Transfer, at the time your request is submitted or accepted by SBIS.

#### **Privacy**

- a) When you deal with SBIS, SBIS is likely to collect and use some of your personal information. Collection of your information is essential for SBIS to service both your relationship with SBIS and SBIS' business operations. Without your information that SBIS request you to provide to SBIS, SBIS would not be able to provide you with SBIS products and services.
- b) SBIS may collect and use your personal information (subject to SBIS' banking licence issued by APRA or any other relevant authorities) including but not limited to:
  - a. provides you with information about a product or service
  - b. considers your request for a product or service;
  - c. provides you with a product or service;
  - d. tells you about other products or services;
  - e. assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
  - f. to perform other administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training, and market or customer satisfaction research)
  - g. to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
  - h. as required by relevant laws, regulations, codes and external payment systems.

c) Subject to SBIS' general duties of confidentiality towards our customers, SBIS may need to disclose your personal information to:

a. an organisation that is in an arrangement or alliance with SBIS, including but not limited to SBIS agents, contractors and external advisers who SBIS engage to carry out SBIS functions and activities from time to time or who assist SBIS to carry out SBIS functions and activities for the purpose of promoting or using their respective products or services (and any agents used by the organisation in administering such an agreement or alliance)

b. any service provider SBIS engages to carry out or assist its functions and activities;

c. your authorised agents or your executor, administrator, trustee, guardian or attorney/legal representative;

d. regulatory bodies, government agencies and law enforcement bodies;

f. other parties SBIS are authorised or required by law to disclose information to;

g. other financial institutions (such as banks);

h. mortgage insurers and any reinsurer of any such mortgage insurer;

j. your guarantors (and intending guarantors); and

k. any person who introduces you to SBIS

For the avoidance of doubt, you understand that by application of this clause, you will not be afforded any other rights to any other products other than for IMTs. This clause is for privacy and information.

d) Subject to any restrictions imposed on SBIS by the Privacy Act 1988 and any obligations imposed on any SBIS' banking licence in accordance with APRA or any other relevant authority, you agree and consent to any disclosures by SBIS of your information to an organisation of these types for any of our purposes listed above.

e) Subject to the provisions of the Privacy Act 1988, you may access your personal information at any time by requesting to do so at any SBIS branch. SBIS may charge a reasonable fee for access.

f) If you are able to establish that your information held by us is not accurate, complete and up to date, SBIS must take reasonable steps to ensure that the information is accurate, complete and up to date.

g) SBIS will not collect sensitive information about you, such as health information, without your consent.

h) If you give SBIS personal information about someone else or direct someone else to give their personal information to SBIS you will show that person a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by SBIS.

i) If you are a company, then by applying for this service

('the service'), you agree and consent to the matters following:

1. If you supply SBIS with personal information about an individual, you agree to tell that person that:

i. SBIS are holding personal information about him/her and he/she can contact SBIS at any of SBIS' branches;

ii. personal information collected about that person will be used for the primary purpose of assessing your application for the requested service and, if your application is approved, for the initial establishment of the service and then for the subsequent administration and eventual finalisation of your service and that without that personal information, this purpose cannot be fulfilled.

2. Personal information collected about that person will usually be disclosed to SBIS and to the following types of organisations-

i. regulatory bodies, government agencies and law enforcement bodies; and

ii. other parties SBIS are authorised or required by law to disclose information to.

3. That person has the right to access and correct personal information SBIS hold about him or her.

j) If you are not a company then by applying for this service ('the service') you agree and consent to the matters SBIS will collect your information primarily for the initial establishment of the service and then for the subsequent administration and eventual finalisation of the service.

k) Subject to SBIS' banking licence issued by APRA or any other relevant authority, whether you are a company or an individual, SBIS may use or disclose your information for each of the following additional purposes:

a. performing our internal administration and operations including accounting, risk management, record-keeping, archiving, systems development and testing, and staff training;

b. compliance with legislative and regulatory requirements; and

c. prevention and investigation of crime or fraud to protect your interest and the interest of SBIS.

## S. DISPUTE RESOLUTION

SBIS wants to know if you have any issues. Please contact SBIS through the following methods:

a) Internal Dispute Resolution can occur if you contact SBIS via one of the following methods:

Via telephone on (02) 9241 5643;

Via post at Suite 2, Level 31, 264 George Street Sydney NSW 2000 to the attention of 'CEO, State Bank of India Sydney Branch; or

Email to [ceo@sbisyd.com.au](mailto:ceo@sbisyd.com.au)

b) You can call SBIS in person on weekdays between 9:00am to 4:00pm;

c) If SBIS is unable to solve your problem promptly then SBIS will take responsibility to work with you to resolve the matter within twenty-one (21) working days.

d) If it is not possible for SBIS to solve the problem in accordance with clause 11(c) SBIS will keep you informed of SBIS' progress and how long SBIS expects it will take to resolve your complaint.

If you are not satisfied with the steps taken by SBI to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative financial services dispute resolution scheme at:

via Financial Services Ombudsman Ltd - GPO Box 3 Melbourne VIA 3001; via telephone on 1800 367 287; or fax at (03)9613 6399. The website for this service is <https://fos.org.au>