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Sydney Branch

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Service Term and conditions for Online Remittance User:

1. Definitions:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

Bank refers to Bank of Baroda, Sydney Branch having its office at 701-702, Level 7, 265 Castlereagh Street, Sydney NSW 2000 Australia and having its Head office at Baroda House, P.B.No.506, Mandvi, Baroda - 390 006, Gujarat, India and Corporate Office known as Baroda Corporate Centre at C-26, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051.

Online Remit is the Bank's online remittance Service, offering facility to the User for remittance of INR fund to any Bank in India and any other facility as the Bank may decide upon to provide from time to time.

User refers to any person such as individual, Sole Proprietorship, Partnership, Public Limited Companies, Private Limited Companies, LLC, LLP, INC, IBC, Embassy, Consulate, Trusts and any other entities who wish to use online remittance facility of the Bank

Terms refer to terms and conditions for use of online remittance facility as detailed in this document.

2. Applicability of terms:

These terms form the contract between the **User** and the **Bank**. By applying for **online remittance** facility of **Bank** to access and utilize the service so offered, the **User** acknowledges and accepts these terms. These terms will be in addition and not in derogation of the terms and conditions relating to any account of the **User**.

3. a) Application for Online Remittance:

The **Bank** may extend **online remittance** facility to selected customers at its discretion. The **User** need to be a current legal Internet user or has access to the Internet and knowledge of how the Internet works. The application form for **online remittance** can either be downloaded and printed or the same can be received from the **Bank**. The said form is to be filled up and duly signed by the **User** and submitted to the **Bank** branch. Upon receipt of request in the bank's prescribed application form for **online remittance** and subject to the satisfaction of the eligibility criteria laid down by the **Bank**, from time to time, **online remittance** access shall be provided to the **User** by the **Bank**.

b) Instructions:

Bank shall provide all instructions for operating the online remittance facility to the **User**. The user is also responsible for the accuracy and authenticity of the instructions provided to the **Bank** and the same shall be considered to be sufficient to operate the online remittance facility. The **Bank** shall not be required to independently verify the instructions and the instruction once given, is effective unless countermanded by further instructions. The **Bank** shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions. Where the **Bank** considers the instructions to be inconsistent or contradictory, it may seek clarification from the **User** or may act upon as it may think fit.

4. Software:

The **Bank** will advise from time to time the Internet software such as Browsers, which are required for using **online remittance**. There will be no obligation on the **Bank** to support all the versions of these Internet software. The **User** shall upgrade his Software, Hardware and the Operating Systems at his own cost from time to time and the **Bank** shall be under no obligation to support the Software, Hardware, Operating Systems of the **User** and that the same shall be the sole responsibility of the **User**.

5. Accounts:

Online remittance facility can be availed by the following customers:

1. Individual
2. Sole Proprietor
- 2) Corporate Bodies (Public Ltd. Co., Private Ltd. Co., INC, IBC etc.)
- 3) Partnership firms
- 4) LLC / LLP
- 5) Embassy / Consulate / Others



The **User** who intends availing the **online remittance** facility should delegate suitable powers in the hierarchy of the company/corporate to the identified persons who are given the authority for logging in the online remittance of the **Bank** as a Corporate User. Accordingly, the said **online remittance** User should submit necessary authority to the **Bank** duly signed by the Authorized signatory / ies along with the workflow for the users to use the online remittance on behalf of the company/corporate.

Company/Corporate Bodies should ensure to submit the necessary special Resolution passed by the Board of Directors and should also satisfy the **Bank** that the said authorization is within the parameters of law and its Constitution (including, where applicable the replaceable rules).

All transactions arising from the use of **online remittance** facility shall be binding on the account holders / **User**.

The **Bank**, in no way, shall be liable for any loss / damages whatsoever that may be incurred or alleged to be incurred by the said **User** in such an event.

The **User** is liable for any use of the **online remittance** facility by an authorized user as if the facility has been used by the Corporate User. The Corporate User is responsible for all instructions given in relation to their accounts, if authorized by the use of the password.

6. **Security:**

The **Bank** shall take adequate and reasonable care to ensure the security of and prevent unauthorized access to the **online remittance** service using 128 SSL (Secured Socket Layer) which is the highest security available for the **online remittance** services.

User has to take care of the security of the Computer including Hardware, Software requirements, Internet Browser supporting 128 bit encryption and SSL version 3.00 or higher for accessing **online remittance** application.

7. **Password:**

The **User** accepts and unconditionally agrees to the following:-

- i) Upon approval of the User's application, the customer will be allotted User ID and Login Password to access the online remittance facility.
- ii) The User ID and Password will be mailed by the **Bank** separately to the mailing address registered with Bank.
- iii) The Password so mailed is not known to anyone including the **Bank** staff. In the event of the mails containing User ID and Password reaches the customer in a tampered / damaged condition, contact the **Bank** immediately.
- iv) On accessing online remittance for the first time, the **User** has to compulsorily change the password assigned by the **Bank** through the relevant option. The **User** is at liberty to change the password as many times as possible at his risk and consequences. The **User** will be solely responsible for maintaining secrecy of the Password, so changed, and the **Bank** shall in no way be responsible for the misuse of the said Password by any person including the authorized user.
- v) The **Bank** does not assume any responsibility in this behalf including against loss incurred by the **User** as a result of misuse /unauthorized use of User ID / Password.
- vi) In case the **User** forgets the Password, a new Password may be obtained from the **Bank** against a written request in the online registration form as available on Bank's website / **Bank's** branch. Such replacements shall not be construed / deemed as the commencement of new contract. In such an event the **Bank** shall provide the new Password within a reasonable period of time.

8. **Charges:**

The **Bank** reserves the right to charge and recover from the **User** charges, if any, fixed for providing remittance service under online remittance facility. The user, hereby authorize the **Bank** to recover the charges from the amount, transferred by the customer/User. For more details on charges, please refer service charge section, on our website.

9. **Mailing Address:**

All correspondence / delivery of any instructions by the **Bank** or their communication shall only be made at the normal Postal Address and / or e-mail address as registered with the **Bank**. The **Bank** shall in no way be held responsible for any non-receipt of the same.

10. **Accuracy of Information:**

The **User** is responsible for the correctness of information provided to the **Bank** through the use of **online remittance** or through any other means such as electronic mail or written communication. The **Bank** accepts no liability for the consequence arising out of erroneous information supplied by the **User**.

All inputs will be prepared by User by electronic means in **online remittance** facility and the information contained therein



will be extracted from a computerized backup system maintained by the **Bank**. While the **Bank** will take all reasonable steps to ensure the accuracy of the information, the **Bank** is not liable for any error. The **User** shall hold the **Bank** harmless against any loss, damages, etc. that may be incurred /suffered by the **User** if the information contained in the above said outputs turns out to be inaccurate / incorrect.

11. Liability of the User:

The **User** alone shall be liable for any loss from unauthorized transactions in the **online remittance** facility if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

1. Keeping a written or electronic record of online remittance password.
2. Disclosing or failing to take all reasonable steps to prevent disclosure of the **online remittance** facility password to anyone including any minor,
3. **Bank** staff and/or failing to advise the **Bank** of such disclosure within reasonable time.
4. Not advising the **Bank** in a reasonable time about unauthorized access to or erroneous transactions in the online remittance facility.

The **Bank** shall in no circumstances be held liable by the **User** if **online remittance** facility access is not available in the desired manner for reasons, including but not limited to, Natural Calamity, Floods, Fire and other Natural Disasters of any kind, Terrorism, Riot, or Civil Commotion, Legal restraints, non-availability, non-functioning or malfunctioning, Computer Viruses, interruption or disruption of utilities, internet service provider(s) or broadcast, telecommunications or network systems or services, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the **Bank**. The **Bank** shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the **User**, which fits in the definitions of a '**Cyber Related Crime**' as accepted internationally. The **Bank** shall under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the **User** or any other person.

12. Indemnity:

The **User** shall indemnify and hold the **Bank** harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the **Bank** may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing **online remittance** facility or by reason of the **Bank** in good faith taking or refusing to take or omitting to take action on any instruction given by the **User**.

13. Disclosure of Personal Information:

The **User** agrees that the **Bank** may hold and process its Personal Information on computer or otherwise in connection with online remittance services as well as for statistical analysis and credit scoring.

The **User** authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that the **Bank** or our affiliates have obtained to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.

The **Bank** recognizes and respects the importance of personal privacy of its customers and has put in place Privacy Policy in accordance with the law. It reaffirms that protection of personal privacy of its customers. The **Bank** recognizes its obligation to keep the information provided by its customer as safe, secure and confidential.

14. Proprietary Rights:

The **User** acknowledges that the software underlying the **online remittance** service as well as other Internet related software which are required for accessing online remittance is the legal property of the respective vendors. The permission given by the **Bank** to access online remittance facility will not convey or confer any proprietary or ownership rights in the above software. The **User** shall in no way try to alter / tamper or experiment with the said program. Any breach on the part of the **User** will be dealt under the appropriate law and user shall be liable for damages that may be incurred by the **Bank**.

The **User** shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying online remittance or create any derivative product based on the software.

16. Change of Terms and Conditions:

The **Bank** has the absolute discretion to amend or supplement any of the Terms at any time without prior notice to each **User** about the same. The changes so made will be available on the website of the **Bank** which the customers are requested to refer to from time to time. Proposed and existing users to the services are advised to confirm themselves about the terms and conditions contained therein to take note of any changes, modifications and/or amendments which may be made to the scheme from time to time by the **Bank**. The **Bank** may introduce new services within online remittance from



time to time. The existence and availability of the new functions will be displayed on the **Bank's** website along with the revised/changed terms and conditions applicable to such online remittance services. By using the services, it is deemed that the **User** agrees to be bound by the terms and conditions applicable.

17. Non-Transferability:

The grant of facility of **online remittance** facility to a **User** is not transferable under any circumstance and shall be used only by the **User** who will be responsible for all the consequences thereof.

18. Cancellation / Termination of E-banking:

The **User** may request for cancellation of the **online remittance** facility any time by giving a written notice to the **Bank**. The **User** will remain responsible for any transactions made in his accounts through online remittance prior to the time of such cancellation of the **online remittance** Services. The **Bank** may withdraw the online remittance facility anytime provided the **User** is given reasonable notice. The **Bank** may suspend or terminate **online remittance facility** without prior notice if the **User** has committed breach of these terms and conditions or the **Bank** learns of the death, bankruptcy or legal incapacity of the **User**.

19. Notices:

The **Bank** and the **User** may give notices under these Terms and Conditions:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing by delivering them by hand or by sending them by post to the last address given by the **User**

In addition, the **Bank** may also publish notices of general nature, which are applicable to all **Users** of online remittance facility on its web site. Such notices will have the same effect as a notice served individually to each **User** and or that of a notice published in a newspaper of print media.

20. Governing Law:

The terms and conditions and/or the operations in the accounts of the **User** maintained by the **Bank** and/or the use of the services provided through **online remittance** shall be governed by the appropriate laws as prevalent in Australia and no other nation.

Any dispute or difference arising between the **User** and the **Bank** shall be settled by mutual consultation /discussion failing which the same shall be referred to Banking Ombudsman Australia www.fos.org.au.

The **Bank** accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Australia. The mere fact that the **online remittance** Service can be accessed through Internet by a **User** in a country other than Australia shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/or the operations in the **online remittance** facility of the **User**. The user of the **online remittance** facility by a person from any place other than Australia will not alter the situation and the said **User** shall be deemed to have submitted himself to the laws of the Australia and only the Australian authorities shall have the jurisdiction.

The terms and conditions contained herein shall be governed and interpreted in accordance with the laws that may be determined by the **Bank** at its sole and absolute discretion.

21 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.

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