

## **A. TERMS AND CONDITIONS OF DOMESTIC REMITTANCE**

1. The transfer is valid for a single transaction
2. Due care is taken while filling up the beneficiary account number & IFSC Code
3. Transfer of an amount up to Rs 49,999 in cash permissible using this facility
4. Photo ID proof to be given by non-customer for cash payment above 50000
5. Please do not disclose your Account details/Internet Banking, User ID and Passwords/ATM debit card/Credit card/Mobile Banking/Personal Information to any person
6. Do not fall prey to false promises; beware of dubious scheme
  
7. The remittance (the "transaction") hereby requested to your bank ("Bank") shall be governed by and subject to RBI, NEFT System Procedural Guidelines/R.T.G.S Regulations, 2004 and R.T.G.S Business Operating Guidelines 2004, as applicable and amended from time to time by such Circulars, Orders, Notifications, Instructions, Press releases, etc. as may be issued by the Reserve Bank of India (RBI).
8. The transaction may be routed through and handled at Bank's discretion by Offices of the Bank or other Banks designated ("concerned Bank").
9. The Bank/concerned Bank shall have the discretion as to :-
  - (i) use of codes and ciphers ;
  - (ii) instrument of remittance and the means of transmission.
10. I/We agree that the Bank shall have the absolute discretion to communicate/disclose any particulars/information including my/our particulars (Name/Account No./Address) to concerned Bank(s)/Paying Bank/Beneficiary or to the Regulatory Authority/Government and other appropriate Authority as may be necessary.
11. I/We agree that we shall pay all fees and expenses due to the Bank/concerned Bank's relating to the transaction before and after settlement.
12. I/We shall be bound by this request and any further request for any modification, alteration or cancellation prior to transmission and/or settlement shall be in writing and subject to Bank's customary procedure.
13. I/We further agree that in case of any return of remittance by Beneficiary's Bank/Beneficiary for any reason, the refund/credit by the Bank be made in Indian Rupees after deduction of Bank's/concerned Bank's fees and expenses. Any refund/credit required to be made in Foreign Currency Account will be at the Bank's applicable selling rate on the date of the credit and subject to applicable Laws, Rules and Regulations and Bank's internal policies.
14. I/We agree that the Bank/concerned Bank(s) shall not be responsible in any manner under any circumstances for any loss or damages arising from :-
  - (i) Any failure or malfunctioning of the computer system including software; telecommunication network and other equipments installed at Bank/concerned Bank(s);
  - (ii) Any act or omission of the Bank/concerned Bank(s) or delayed delivery.
  - (iii) Any action taken in good faith by Bank's staff or failure, malfunctioning or break-down of the equipment and the system used in effecting the transaction;
  - (iv) The contents of the messages transmitted to the beneficiary;

(v) Payment made to the beneficiary whose identity is considered to have been positively ascertained/established by offices of the Bank or the concerned Bank(s);

(vi) Domestic or foreign laws and regulations;

(vii) FORCE MAJEURE

15. I/We agree to indemnify and save harmless and keep indemnified the Bank in respect of any errors or omission in the particulars furnished by me/us against any loss or damage caused or expense suffered by the Bank out of my/our default.

16. Message received after cut-off time will be processed/sent on the next working day.

17. I/We authorize MUFG Bank to recover charges as may be applicable by debiting my account as mentioned above

18. I/We understand that as per the RBI Circular dated October 14, 2010 transfer of funds through electronic mode will be executed only on the basis of the account

19. I/We hereby irrevocably fully authorize the Bank, Bank's head office, branches and any affiliate or service provider, to use, share, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the Bank, Bank's head office, branches and any affiliate or service provider) all information relating to me/us and my/our accounts, including, without limitation, any personal information, authorized signatory and other credit information maintained with or obtained by the Bank (including those obtained from credit reference agencies), Bank's head office, branches and by any affiliate or service provider. I/We acknowledge and agree that the Bank, Bank's head office, branches and any affiliate or service provider, may disclose information to any government or regulatory authority (whether within or outside the jurisdiction concerned) if it so directs or mandates or requests or recommends."

## **B. TERMS AND CONDITIONS OF FOREIGN REMITTANCE**

1. The remittance shall be routed through and handled by offices of your bank and / or other banks designated by your bank (the latter are hereinafter referred to as "banks concerned").
2. I/We agree to allow your bank and or the banks concerned to handle the below matters at your/ their own discretion:
  - (i) Use of codes and ciphers;
  - (ii) The instrument of remittance and the means of transmission.
3. I/We authorise you to disclose / communicate any particular / information including our name / account number / address to banks concerned / paying bank and the beneficiary.
4. When I/We request your bank to: enquire from the paying bank as to whether, the beneficiary of the remittance has duly received the payment, to cancel the remittance (to suspend payment temporarily) or to alter any of the details of payment, it shall be made in writing using the forms prescribed by your bank and shall be handled in accordance with the customary procedures of your bank.
5. I/We shall pay all fee and expenses applicable to this remittance due to your bank and/or the banks concerned at the time of remittance or later upon demand from your bank.
6. When I/We request your bank to enquire from the paying banks as to whether the beneficiary of the remittance has duly received the payment, I/We shall pay all expenses incurred thereof in addition to those fee and expenses referred to in 5 above.
7. A cancelled remittance issued in a foreign currency shall be refunded in Indian rupees at your bank's buying rate on the date of refundment less fee and expenses due to your bank and/or the banks concerned, after your bank has duly received both the cancellation advice and the funds, provided that such refundment is permissible under the laws and regulations of India and the concerned country.
8. Under no circumstances shall your bank be held responsible for any loss or damage arising from:
  - (i) The acts or omissions of the banks concerned;
  - (ii) Delayed delivery or non-delivery of letters or telegrams dispatched or mutilation , errors, etc. attributed to faulty telecommunications;
  - (iii) The observance by offices of your bank and/or the banks concerned of local customs and practices, laws and regulations, or its/their own handling procedures in respect of this remittance;
  - (iv) Payment made in the local currency of the paying country at the exchange rate offered by offices of your bank or the banks concerned where the remittance has been issued in a currency other than the paying country;
  - (v) The content of the message to the beneficiary;
  - (vi) Payment made to the beneficiary whose identity is considered to have been positively established by offices of your bank or the banks concerned;
  - (vii) Domestic or foreign laws and regulations;
  - (viii) Force majeure.
9. I/We hereby confirm and declare that:
  - (i) the total amount of foreign exchange purchased from or remitted through, all sources in India at any time during the current financial year is within the overall limit of the Liberalised Remittance Scheme prescribed by the Reserve Bank of India and certify that the source of funds for making the remittance belongs to me/us and the foreign exchange will not be used for prohibited purposes;
  - (ii) the total amount of foreign exchange purchased from or remitted through, all sources in India during the current calendar year is within the annual limit prescribed by the Reserve Bank of India for the purpose for

which the funds are sought to be remitted; and (iii) the foreign exchange purchased from your bank is for the purposes as set out in the relevant applications for remittance.

10. I/We hereby further confirm and declare that any transaction and dealing(s) related to any remittance would not involve (including without limitations):

(i) Any countries, organizations, entities, or individuals (under any law) relating to any sanction parties listed under United Nation, European Union, United States of America, Japan, India and other authorities.

(ii) Any goods of origin from sanctioned countries listed under United Nation, European Union, United States of America, Japan, India and other authorities.

(iii) Any prohibited goods under the list of United Nations, European Union, United States of America, Japan, India and other authorities.

(iv) Any place of loading, place of discharge, or place of transshipment under the list of United Nation, European Union, United States of America, Japan, India and other authorities;  
and/or

(v) Any vessel or carrier relating to any sanction parties listed under United Nation, European Union, United States of America, Japan, India and other authorities.

11. These terms and conditions shall be governed by the laws of India and the courts in India shall have jurisdiction over any disputes between the parties relating hereto