

TERMS AND CONDITIONS FOR REMITTANCE THROUGH KIOSK

The following are the terms and conditions ("**Terms**") governing the use of the KIOSK Facility (as defined below) for availing the remittance services being offered to the Remitter (as defined below) by the Bank (as defined below). In case these Terms are not acceptable, please do not use the KIOSK Facility. The acceptance of these Terms and any other applicable document(s) and agreement(s) pertaining to the KIOSK Facility are a prerequisite for use of the KIOSK Facility.

The Bank reserves to itself the right to amend any of the Terms from time to time by posting the updated Terms on the Bank's website and it is recommended that the Remitter visit the page on every occasion that the Remitter access or use the KIOSK Facility so that the Remitter is aware of the Terms that govern their use thereof.

If any of the Terms is not acceptable to the Remitter or the Remitter disagrees with any material on the Website, unless otherwise stated herein, the Remitter's sole and exclusive remedy is to discontinue using the KIOSK Facility. By using and continuing to use the KIOSK Facility, the Remitter agrees to be unconditionally bound by these Terms or the updated Terms (as the case may be). The Remitter agrees that his continued use of the KIOSK Facility after such update will constitute the Remitter's acceptance of and agreement to be bound by the updated Terms.

The Remitter agrees, acknowledges and confirms that he has read and understood these Terms, and that these Terms shall be in addition to and not in derogation of the terms and conditions contained in the Remittance Kiosk Application Form ("**Form**") and the General Terms and Conditions Governing Accounts and Secured Facilities ("**GTC**").

For avoidance of doubt -

- a) the Terms and the Form shall be read together, which shall in turn be read together with the GTC; and
- b) in case of any inconsistency between (i) these Terms and/or the Form and (ii) the GTC, these Terms and/or the Form shall prevail.

Unless otherwise defined in these Terms, all terms and references used in these Terms shall have the same meanings as ascribed to it in the GTC or the Form.

DEFINITIONS

Unless the context requires otherwise, the following expressions shall have the following meanings in these Terms -

"Bank" shall mean ICICI Bank Limited, Singapore, a Qualifying Full Bank (QFB) in Singapore with its office at 9 Raffles Place, #50-01, Republic Plaza, Singapore 048619. The registration number of the bank is T03FC6380G

"Beneficiary" shall mean such beneficiary registered with the Bank for purposes of the remittance and to whom the Remitter wishes to remit or transfer funds using the KIOSK Facility.

"Remitter" shall mean an individual who has successfully completed the Form and successfully applied for the KIOSK Facility in order to avail the KIOSK Facility.

"Foreign Amount" shall mean the funds denominated in the foreign amount specified by the Remitter to be credited into the Beneficiary's bank account.

"ICICI Bank Limited India" shall mean ICICI Bank Limited, a company incorporated under the Companies Act, 1956, of India and licensed as a bank under the Banking Regulation Act, 1949, of India, having its registered office at Landmark, Race Course Circle, Vadodara 390007.

"Rates and Charges" shall mean the rates and charges applicable to the KIOSK Facility rendered by the Bank, as may be determined by the Bank from time to time and subject to such amendments/modifications, as may be notified by the Bank. The Rates and Charges may be provided/updated on the website (www.icicibank.com.sg).

"KIOSK Facility" or **"Facility"** shall mean the KIOSK facility or service offered by the Bank at the request of the Remitter, in respect of which the Remitter may provide instructions in the form of a Remittance Request by visiting the Bank or at the KIOSK machine to transfer and/or remit funds to a Beneficiary's bank account.

"Remittance Request" shall mean the instruction given by a Remitter to the Bank through filling up the Form by visiting the Bank or through the KIOSK electronically to process a Remittance Transaction in favour of a Beneficiary.

"Remittance Transaction" shall mean the remittance or transfer of funds made pursuant to each Remittance Request into a Beneficiary's bank account.

In these Terms, words importing the singular shall, where applicable, include the plural and vice versa, and a reference to one gender shall, where applicable, include the other genders.

THE KIOSK FACILITY

1. The KIOSK Facility shall be made available to the Remitter at the sole discretion of the Bank and upon the request of the Remitter. The Bank may from time to time require the Remitter to agree to additional terms and conditions for the continued use of the KIOSK Facility.
2. One time registration:
 - a. Each Remitter intending to use the KIOSK Facility is subject to a one-time registration with the Bank, whereby the Remitter shall register himself and each Beneficiary and Beneficiary's details with the Bank.
 - b. Registration of the Remitter and of each Beneficiary may be done by the Remitter personally at the Bank or through the KIOSK.
 - c. Where the Beneficiary is an account holder of ICICI Bank Limited India, Remitter will have to provide the account number and the type of account of the Beneficiary.
 - d. Where the Beneficiary is not an account holder of ICICI Bank Limited India, Remitter will have to provide the name of the Beneficiary's bank, complete branch address with postal code, account number along with the type of the account that the Beneficiary holds.
 - e. Where the Beneficiary holds a no frills savings account ('small account') as defined by the Reserve Bank of India ("RBI") in India, Beneficiary's registration will be rejected and Remitter's money transfer request will not be processed, as the Reserve Bank of India restricts credit of foreign remittance in such account types. This restriction is as per RBI's guideline on small account and will be amended as and when RBI issues required guidelines.
 - f. The KIOSK Facility, therefore, may only be used upon registration of the Remitter and of each Beneficiary in the manner provided above, subject to such verification process as may be required.
3. Post successful registration, Remitter will have to log in the KIOSK with his NRIC/EP/SP number and date of birth. On successful login Remitter needs to register the Beneficiary by providing the details of the Beneficiary in the KIOSK.
4. The funding of the Remittance Transaction can be done by NETS or through such other portal(s) as may be provided/ updated on the website (<http://www.icicibank.com.sg/>) by the Bank from time to time.
5. The Remitter shall be wholly responsible for all Remittance Transactions executed via the KIOSK Facility. The Remittance Transaction is irrevocable.
6. The Remitter is solely responsible for ensuring the accuracy, adequacy and completeness of each Remittance Request. The Bank shall not be obliged to verify the accuracy, adequacy and completeness of any Remittance Request. The Bank shall not be responsible for any loss or damage suffered by the Remitter as a result of -
 - a. any Remittance Request being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way; or
 - b. any failure, refusal, delay or error by any third party through whom the Remittance Transaction is made to the intended Beneficiary.
7. The funds may be transferred through intermediary banks or other financial institutions before reaching the Beneficiary's bank, and those intermediary banks or other financial institutions are solely responsible for crediting the Beneficiary's bank account(s) designated by the Remitter. A Remitter accepts and agrees that the Bank does not have any control over when other financial institutions may make cleared funds available for the Beneficiary's use and the Bank shall not be responsible for any delay or default on the part of any such financial institution.
8. The Bank does not warrant that the transfer of funds will reach the Beneficiary.
9. The Bank reserves the right to revise all applicable charges from time to time by posting the same on the Bank's website.
10. Without prejudice to the foregoing, in the event that the Foreign Amount is not received by the Beneficiary, whatever the reason, any liability of the Bank shall be limited to refunding the Remittance Amount. Such refund shall be at the Bank's discretion, exercised reasonably, to the Remitter, at the prevailing buying rate for the currency in question (as determined by the Bank) less all costs, charges, expenses and interest (where applicable), provided that the Bank is in possession of the funds for which the payment instruction was issued, free from any exchange or other restrictions. The Remitter agrees to bear all charges and expenses in connection with such refund(s) and the Bank may deduct such charges and expenses prior to the disbursement of any refund(s).
11. Without in any way affecting and notwithstanding any other provision in these Terms, the Bank shall not be responsible for any charges imposed or any other claim or action made or taken by the Beneficiary, or any loss, liability or damage which may be suffered by the Remitter, including but not limited to, in any of the following circumstances -
 - a. the Remitter did not correctly use the KIOSK Facility;
 - b. any unauthorized and/or inaccurate use of the KIOSK Facility;
 - c. any Remittance Transaction is prohibited by any applicable law or regulation; or
 - d. any circumstances beyond the Bank's reasonable control that prevents the crediting of the Beneficiary's bank account(s), despite reasonable precautions being taken by the Bank; and

the Remitter shall indemnify the Bank and hold the Bank harmless from and against all and any loss, liability or damage which the Bank may incur as a result of the above or any of the Remitter's acts or omissions in relation to or arising out of the Remitter's use of the KIOSK Facility.

12. The Remitter shall indemnify the Bank fully and hold the Bank harmless against any actual, direct, indirect liability, cost, expense, damage, claim or loss which is caused to the Bank as a result of any default on the part of the Remitter or the breach of these Terms by the Remitter.
13. Any calculation, conversion, determination or certification by the Bank of a rate or amount in relation to any Remittance Transaction or utilization of the KIOSK Facility shall, in the absence of a clear and obvious error, be conclusive evidence of the matters to which it relates.
14. The Bank may withdraw the KIOSK Facility anytime provided the Remitter is given reasonable notice under the circumstances. The Bank may suspend or terminate the KIOSK Facility without prior notice if the Remitter has breached any of the Terms or the Bank learns the death, bankruptcy or lack of legal capacity of the Remitter.
15. These Terms shall be governed by, and construed in accordance with Singapore law. The Remitter hereby irrevocably submits to the non-exclusive jurisdiction of the Singapore courts in connection with any action or proceeding that may arise out of or in connection with the KIOSK Facility. Such submission shall not prejudice the Bank's right to commence action against the Remitter in any other court of competent jurisdiction.
16. Any failure or delay by the Bank in enforcing any of its rights under the Terms, shall not amount to waiver of such rights.
17. If any one or more of the provisions of these Terms are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.
18. 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 the Website and/or using the online services even if the Bank had been advised as to the possibility, unless such failure is caused solely by the fraud or dishonest conduct of the Bank.
19. Any person who is not a party to any agreement governed by these Terms has no right under the Contracts (Rights of Third Parties) (Chapter 53B) to enforce any of these Terms.