

## TERMS AND CONDITIONS FOR CALL AND REMIT

The following are the terms and conditions ("Terms") governing the use of the Call & Remit Facility (as defined below) for availing the call and remit services being offered to the Customers by the Branch. In case these Terms are not acceptable, please do not use the Call & Remit Facility. The acceptance of these Terms and any other applicable document(s) and agreement(s) pertaining to the Call & Remit Facility are a prerequisite for use of the Call & Remit Facility. The Branch shall provide written notice of not less than 30 days of any changes to these Terms to the Customer and such updated Terms shall be effective on such date as may be informed by the Branch. By using and continuing to use the Call & Remit Facility, the Customer agrees to be unconditionally bound by these Terms or the updated Terms (as the case may be). The Customer agrees that his continued use of the Call & Remit Facility after such update will constitute the Customer's acceptance of and agreement to be bound by the updated Terms.

The Customer 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 registration and transaction 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:-

**"Account"** for the purposes of the Call & Remit Facility shall mean such account(s) held by the Customer with the Branch and registered with the Branch for purposes of the Call & Remit Facility.

**"Beneficiary"** shall mean such beneficiary registered with the Branch for purposes of the Call & Remit Facility and to whom the Customer wishes to remit or transfer funds using the Call & Remit Facility.

**"Beneficiary's Bank Account"** shall mean a Beneficiary's account opened with ICICI Bank Limited or such other bank in India and registered by the Customer with the Branch for the purposes of the Call & Remit Facility.

**"Branch"** shall mean ICICI Bank Limited acting through its Singapore branch with its office at 9, Raffles Place, #50-01, Republic Plaza, Singapore 096891.

**"Business Day"** means a day on which banks are open to the general public for business in Singapore and India, excluding Saturdays, Sundays and public holidays.

**"Call Center"** shall mean a call center, whether in Singapore or elsewhere, set-up or arranged by the Branch for servicing the Customers of the Branch by providing the Call & Remit Facility and related support services.

**"Call & Remit Facility"** or **"Facility"** shall mean the call and remit facility or service offered by the Branch at the request of the Customer, in respect of which the Customers may provide instructions in the form of a Remittance Request over the telephone, whether authenticated or unauthenticated, to transfer and/or remit funds to a Beneficiary's Bank Account.

**"Customer"** shall mean an individual who has an existing Account with the Branch and has successfully completed a Form and successfully applied for the Call & Remit Facility in order to avail the Call & Remit Facility.

**"Customer Service Representative"** shall mean an employee or agent/service provider of the Branch providing the Call & Remit Facility from the Call Center.

**“Foreign Amount”** shall mean the funds denominated in the Foreign Amount specified by the Customer to be credited into the Beneficiary’s Bank Account.

**“ICICI Bank Limited”** 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 Call & Remit Facility rendered by the Branch, as may be determined by the Branch from time to time and subject to such amendments/modifications, as may be notified by the Branch. The Rates and Charges may be provided/updated on the website ([www.icicibank.com.sg](http://www.icicibank.com.sg)).

**“Remittance Amount”** shall mean the funds denominated in Singapore Dollars which is to be debited from the Customer’s Account(s) and converted into the specified Foreign Amount.

**“Remittance Request”** shall mean the instruction or request given by a Customer to the Branch through a Customer Service Representative at the Call Center 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 CALL & REMIT FACILITY**

1. The Call & Remit Facility shall be made available to the Customer at the sole discretion of the Branch and only upon the request of the Customer. The Branch may from time to time require the Customer to agree to additional terms and conditions for the continued use of the Call & Remit Facility.
2. Each Customer intending to use the Call and Remit Facility is subject to a one-time registration with the Branch, whereby the Customer shall register himself and each Beneficiary and Beneficiary’s Bank Account with the Branch. Registration of the Customer and of each Beneficiary and Beneficiary’s Bank Account may be done by the Customer personally at the Branch or through such other portal(s) as may be provided/updated on the website ([www.icicibank.com.sg](http://www.icicibank.com.sg)) by the Branch from time to time. The Call and Remit Facility, therefore, may only be used upon prior registration of the Customer and of each Beneficiary and Beneficiary’s Bank Account in the manner provided above, subject to such verification process as may be required.
3. For availing the Call and Remit Facility, the Customer may call the Call Center on specific tollfree number/s and place a Remittance Request for processing a Remittance Transaction. The Remittance Request shall be serviced by the Call Center through a Customer Service Representative. The Branch shall provide such tollfree number/s to the Customer at the time of the one-time registration with the Branch. The Branch may change the number/s provided as aforesaid at anytime, with or without notice to the Customer, as may also be provided/updated on the website ([www.icicibank.com.sg](http://www.icicibank.com.sg)).
4. Prior to accepting a Remittance Request for execution of a Remittance Transaction, the Customer Service Representative at the Call Center shall verify the identity of the Customer by requiring the Customer to satisfy such verification process as may be required by the Branch. The verification process may include, without limitations, requiring the Customer to provide details relating to his Customer Identification Number (“Cust ID”), answers to personal questions such as his date of birth, mother’s maiden name etc. in order to verify the identity of the Customer, and to confirm that the Customer and the intended Beneficiary(s) and Beneficiary’s Bank Account(s) shall have been duly registered with the Branch. The Branch may also use an interactive voice-recording device or any other methods to verify the identity of the Customer. The Branch shall proceed to record the Remittance Request and execute the Remittance Transaction only after the Customer has provided satisfactory verification as aforesaid.
5. The Customer acknowledges and agrees that the Branch through its Customer Service Representative may refuse to accept a Remittance Request for a Remittance Transaction where the Customer fails or is unable to satisfy the requirements of the verification process.
6. The Customer agrees that a Remittance Request may not be countermanded through any means at all (whether orally, in writing, by facsimile, by electronic mail or in person). All Remittance Transactions arising from the use of

the Call & Remit Facility to operate designated joint account(s) by any Customer shall be binding on all such joint account(s) holders. In addition, the Customer authorizes the Branch to accept, follow and act upon all instructions when verified by the Cust ID, satisfactory verification process, or such other form or means of verification and the Branch shall not be liable for acting upon such instructions in good faith. Such Remittance Request(s) shall be deemed irrevocable and binding upon the Customer upon the Branch's receipt, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect, of such Remittance Request(s).

7. Each Remittance Request shall specify the Remittance Amount in Singapore Dollars. The Remittance Amount shall be converted into the equivalent Foreign Amount at such exchange rate as determined by the Branch from time to time. Without prejudice to the aforesaid, the applicable exchange rate for a particular day (available at the Branch and its website at [www.icicibank.com.sg](http://www.icicibank.com.sg)) will apply for Remittance Transaction(s) on such day. For Remittance Transaction(s) on a day other than a Business Day, the exchange rates applicable on the next Business Day will apply unless otherwise determined by the Branch.
8. The Customer shall be entitled to place a Remittance Request for a Remittance Transaction only during the operational hours of the Call Center. The Remittance Request shall be executed, processed or implemented within such time as may be communicated to the Customer by the Customer Service Representative or through the Branch's website at ([www.icicibank.com.sg](http://www.icicibank.com.sg)), subject to the applicable transactional limits. All Remittance Request(s) placed by the Customer on a day other than a Business Day shall be registered on the same day but shall be executed only on the next Business Day. The applicable transactional limits shall be communicated to the Customer by the Customer Service Representative and/or shall be as stated on the website ([www.icicibank.com.sg](http://www.icicibank.com.sg)).
9. The Customer understands, acknowledges and agrees that there may be a reasonable period of time between the placing of the Remittance Request and the actual execution or implementation of the Remittance Request. While the Branch will make all reasonable endeavours to meet any time schedule indicated by or to the Customer by the Customer Service Representative or through the Branch's website at ([www.icicibank.com.sg](http://www.icicibank.com.sg)), the Branch is not responsible or liable for any loss or damage suffered due to any delays in executing or failure to execute the Customer's Remittance Request(s) or other instructions due to any reason beyond the Branch's reasonable control whatsoever including, without limitations, operational failure or requirement of law or regulations.
10. On confirmation of the receipt/registration of a Remittance Request by a Customer Service Representative, the Branch through its Customer Service Representative shall provide a tracking number to the Customer to enable him to track the status of his Remittance Request(s).
11. The Customer shall be wholly responsible for all Remittance Transactions executed via the Call & Remit Facility. The Branch may debit the Account(s) with any amount for any withdrawal or transfer in accordance with the Branch's record of Remittance Transactions. The Customer accepts the Branch's record of Remittance Transactions as conclusive and binding for all purposes. Without prejudice to the generality of the foregoing, in the event of any unsuccessful attempt by the Customer to credit the Beneficiary's Bank Account (including partially successful fund transfers) through the Call & Remit Facility for any reason whatsoever, the Branch's determination of the actual amount (if any) transferred shall be conclusive and binding on the Customer.
12. The Branch reserves the right to refuse to act upon any Remittance Request without assigning any reason. The Customer acknowledges that placing a Remittance Request for a Remittance Transaction with the Customer Service Representative at the Call Center and the confirmation of the receipt/registration of a Remittance Request by such Customer Service Representative does not amount to execution, processing or implementation of the Remittance Request. Additionally, the Customer acknowledges that the Remittance Request made by him may not be executed on account of, without limitations, inappropriate market conditions, exchange rate fluctuations, insufficiency of funds, any requirement of law or regulations and any other circumstances beyond the control of the Branch. The Branch shall not be responsible or liable for any loss or damage suffered due to any delays in executing or failure to execute the Customer's Remittance Request due to any reasons beyond the Branch's reasonable control or due to any requirement of law or regulations. The availability of the Call & Remit Facility depends on selected service conditions including amount sent, destination, currency availability, regulatory issues, verification/identification requirements, bank participation, bank hours of operations, including local and foreign holidays, and bank rules concerning availability of funds.
13. Subject to compliance by the Branch with the banking secrecy provisions of the Banking Act of Singapore (Cap. 19), the Customer understands, agrees and authorises the Branch, at its discretion, and without prior

notice to the Customer, to monitor and record any or all telephone conversations between the Customer and the Customer Service Representative of the Call Center for any purposes, including without limitations, record and training purposes.

14. Customer is solely responsible for ensuring the accuracy, adequacy and completeness of each Remittance Request. The Branch shall not be obliged to verify the accuracy, adequacy and completeness of any Remittance Request. The Branch shall not be responsible for any loss or damage suffered by the Customer 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.
15. The Customer shall be solely responsible for maintaining the confidentiality of any personal or other information of the Customer in relation to the use of the Call & Remit Facility.
16. 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 Customer.
17. The Branch does not warrant that the transfer of funds will reach the Beneficiary. It may make use of any branch, or correspondent, agent or sub-agent, intermediary banks or other financial institutions and shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the Beneficiary, the Beneficiary's Bank Account or any mis-payment by any of them nor shall the Branch be under any liability for any errors, mutilations, delays, mis-delivery or failure of delivery in the transmission of any message in connection with the transaction whether or not in code or any such means of transmission or for any imposition of any exchange control or other restriction, all such risks being borne by the Customer. Under no circumstances shall the Branch be liable for any consequential damages of any sort.
18. 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 Branch will be conditional upon its receipt of confirmation from its branch, correspondent, agent or sub-agent, intermediary banks or other financial institutions of the failed remittance abroad and shall be limited to refunding the Remittance Amount.
19. Without prejudice to the Terms herein, any refund of funds may be permitted at the Branch's sole discretion and such refund(s) shall be at such buying rate of exchange, determined by the Branch for the relevant currency. The Customer agrees to bear all charges and expenses in connection with such refund(s) and the Branch may deduct such charges and expenses prior to the disbursement of any refund(s).
20. Neither ICICI Bank Limited, the Branch, the Call Center nor the Customer Service Representative/s shall be liable or be held liable for consequences, of any incomplete/incorrect data or information or instructions and/or any related error in the execution/implementation of a Remittance Transaction due to such incomplete/incorrect data or information or instructions provided by the Customer or anyone purporting to be the Customer to a Customer Service Representative via the Call & Remit Facility.
21. Without in any way affecting and notwithstanding any other provision in these Terms, the Branch 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 Customer, including but not limited to, in any of the following circumstances:
  - (a) The Customer does not have sufficient funds in his Account(s) to enter into a Remittance Transaction;
  - (b) An order of court prohibits withdrawals from the relevant Account(s);
  - (c) The Customer's Account(s) or the relevant Beneficiary's Bank Account(s) is/are closed;
  - (d) The Remittance Transaction will cause the Customer's Account(s) balance to go over any applicable credit limit;
  - (e) The Customer did not provide the Branch with complete and correct payment information, including without limitation, the name, address, account(s) number, and payment amounts for the Beneficiary on a Remittance Transaction;
  - (f) The Customer did not correctly use the Remittance Phone Banking Facility;

- (g) Any Remittance Transaction is prohibited by any applicable law or regulation; or
- (h) Any circumstances beyond the Branch's reasonable control that prevents the crediting of the Beneficiary's Bank Account(s), despite reasonable precautions being taken by the Branch, and without in any way affecting and notwithstanding any other provision in these Terms, the Customer shall indemnify the Branch and keep it harmless from and against all and any loss, liability or damage which the Branch may incur as a result of the above or any of the Customer's acts or omissions in relation to or arising out of the Customer's use of the Call & Remit Facility.
22. The Customer further acknowledges, confirms and agrees that he shall indemnify and keep indemnified ICICI Bank Limited, the Branch, the Call Center and the Customer Service Representative/s against any losses, damages, demands, claims, liabilities, costs and expenses (including all legal costs on a full indemnity basis), arising as a result of:-
- (a) The Branch acting upon any instructions, including without limitation, inaccurate, inadequate, or incorrect/incomplete instructions, data or information (personal or otherwise), received from the Customer in connection with the use of the Call & Remit Facility;
- (b) The Branch, its employees, agents or contractors are unable to perform any of its obligations due, whether directly or indirectly, to the failure of any machine, data processing system or transmission link or anything beyond the control of the Branch, its employees, agents or contractors, or as a consequence of any fraud or forgery; or
- (c) Any improper or unauthorized use of the Call & Remit Facility, and/or the failure of the Customer to maintain the confidentiality of any personal or other information of the Customer in relation to the use of the Call & Remit Facility.
23. The Customer shall pay the Branch Rates and Charges for the Remittance Phone Banking Facility. The Branch shall not be obliged to carry out any Remittance Request unless and until the Customer's Account(s) has sufficient funds to pay the relevant amount of the Remittance Amount together with the Rates and Charges, and any other fee or charge imposed by the Branch in connection with the Remittance Transaction. The Customer irrevocably and unconditionally authorizes the Branch to withdraw the Remittance Amount together with the applicable Rates and Charges, from the Customer's Account(s) on the date of the Remittance Transaction on which the relevant Remittance Request is processed by the Branch or such other day as the Branch may in its absolute discretion determine. The applicable Rates and Charges for the Call & Remit Facility are provided and updated on the website ([www.icicibank.com.sg](http://www.icicibank.com.sg)) and the Branch is not obligated to inform the Customer prior to levying such Rates and Charges. The said Rates and Charges are payable on placing of a Remittance Request and shall be payable irrespective of whether a Remittance Request placed via the Call & Remit Facility is executed/processed or implemented or not. The applicable Rates and Charges paid by the Customer to the Branch for the Call & Remit Facility does not include any charges that may be imposed by the designated Beneficiary's bank or any third party such as charges and/or fees for depositing or withdrawing funds or foreign exchange margins. The Customer acknowledges and agrees that these third party charges may reduce the amount ultimately received by the Beneficiary.
24. The Customer agrees that the Branch shall be entitled to earmark the Remittance Amount in respect of all Remittance Requests proposed to be effected on or in respect of the Account for the purpose of crediting the Beneficiary's Bank Account within such period as may be provided by the Branch from time to time and such period may vary depending on the destination of the remittance.
25. Any calculation, conversion, determination or certification by the Branch of a rate or amount in relation to any Remittance Transaction or utilization of the Call & Remit Facility shall, in the absence of a clear and obvious error, be conclusive evidence of the matters to which it relates.
26. The Branch reserves the right, at any time at its discretion, to add to, vary, alter, or remove any part of the Call & Remit Facility or to discontinue or suspend the Call & Remit Facility, provided that in the case of any changes to these Terms, notice of not less than 30 days shall have been provided to the Customer. The Branch shall not be responsible or liable to the Customer for any expense, loss, damage, liability or other consequence suffered by the Customer or incurred by the Customer in connection with any such action.
27. The Customer acknowledges that the Call & Remit Facility is provided 'as is' without warranty of any kind, either

express or implied and the Customer uses it at his sole risk. All express, implied, statutory and other warranties, including without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement are expressly disclaimed to the fullest extent permitted by law. The Branch disclaims to the fullest extent permitted by law, any warranties for the security, reliability, accuracy, timeliness and performance of the Call & Remit Facility.

28. These Terms shall be governed by, and construed in accordance with Singapore law. The Customer 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 Remittance Phone Banking Facility. Such submission shall not prejudice the Bank's right to commence action against the Customer in any other court of competent jurisdiction.
29. No failure or delay by the Branch in exercising or enforcing any right or option under these Terms shall operate as a waiver thereof or limit, prejudice or impair the Branch's right to take any action or to exercise any right as against the Customer or render the Branch responsible for any loss or damage arising therefrom.
30. 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.
31. 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.