

Terms and Conditions for IDFC FIRST Bank Online Inward Remittance Facility

Please read the Terms and Conditions carefully. The access and use of the Website means that you agree to accept and abide by the Terms and Conditions. In case you do not agree to accept and abide by the Terms and Conditions, please do not access or use this Website or any pages thereof and please do not avail of any of the Facilities, products or services offered on or through the Website.

'RemitFIRST2India' is a proprietary online remittance tracking channel of IDFC FIRST Bank and the term 'RemitFIRST2India' appearing on the website and any other places refer to the online remittance offering of IDFC FIRST Bank.

Please note that by clicking on "Register Now" on Sign Up Page 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.

'RemitFIRST2India', may in its discretion alter, add to or delete the Terms and Conditions from time to time without any prior notice but the same shall be communicated to you on best effort basis. It is also your responsibility to ensure that periodically on every occasion that you access or use the Website, or any Facility, product or service displayed or offered on the Website that you return to this page and review the Terms and Conditions for any alterations, additions or deletions. Unless otherwise specified by 'RemitFIRST2India' all 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 of by you prior to such alterations, additions or deletions).

1. DEFINITIONS AND INTERPRETATIONS:

1.1. In these Terms and Conditions (including the Introduction above), unless the context otherwise requires, the following words and phrases shall have the meanings assigned to them hereunder -

"Customer" means the individuals or entities using the Portal to send remittances to India.

"RemitFIRST2India" means the online Inward remittance booking and tracking channel of IDFC FIRST Bank.

"IDFC FIRST Bank" means a company incorporated under the Companies Act 1956 carrying on the business of Banking within meaning of the Banking Regulation Act 1949 and Registered Office is located at KRM Tower, 8th Floor, No. 1 Harrington Road, Chetpet, Chennai, 600031, and its corporate office at IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as "IDFC FIRST Bank/Bank" which term unless repugnant to the context shall mean and include its affiliates, successors, and assignees).

"Alerts" means communication relating to various matters issued or to be issued by 'RemitFIRST2India'.

"Registered User" means any Visitor who avails remittance facility from RemitFIRST2India by successfully completing the registration and creating a User ID.

"Registered User account" means an online account created by the Registered User for availing for remittance tracking service on RemitFIRST2India.

"Registered User ID or User ID" means the user identification chosen by the Registered User and registered with RemitFIRST2India Website which, along with the Registered User Password, will enable the Registered User to - avail of Facilities and enter into transactions in respect of the Facilities. In case a user is found to have multiple profile then in that case USER ID may be blocked as per the portal policy.

"Registered user Password" means the password chosen by the Registered User and registered with the 'RemitFIRST2India' Website which, along with the Registered User ID, will enable the registered user to log in and to avail Facilities and enter into transactions in respect of the Facilities offered on the Website, access Registered User Accounts, download application forms for Facilities, register a change in address, and do such other acts as the 'RemitFIRST2India' Website may permit.

"Facility or Remittance tracking facility" means any present and future service or facility displayed or offered on or through the 'RemitFIRST2India' Website and includes remittance tracking facilities.

"Service Provider" means a Person/Company who provides a service to 'RemitFIRST2India' in order to enable 'RemitFIRST2India' to full fill the remittance services of the registered user as per the instructions provided.

"The Terms and Conditions" means the terms and conditions set out above and below and also all other terms and conditions contained elsewhere on the Website from time to time.

"Visitor" means any person who accesses or visits the Website, whether or not such person has registered himself as a Registered User. The term "Visitor" includes every Registered User.

"The Website" means the Website of 'RemitFIRST2India' maintained by IDFC First BANK and includes the pages of the Website and any applets, software and content contained on the Website.

"Beneficiary or Recipient" means a person whose details have been provided by the Registered User to RemitFIRST2India for sending/transferring money to India.

"Referral" means an individual who may be a Registered User who refers/recommends to another individual the services offered by IDFC FIRST Bank irrespective of whether the concerned individual avails the Facility of sending money to India.

"Referrer" means an individual who is referred or invited by an existing user (often called the "referrer") to avail the services offered by IDFC FIRST Bank.

"Powered by" means any person/company other than IDFC FIRST Bank who displays its content or offers on the Website.

"Beneficiary's bank or Recipient's bank" means the bank in India with whom the Beneficiary holds an account.

"Online Transfer" means the Facility available to Registered Users residing in countries where the transfer services are enabled on RemitFIRST2India, whereby customer generates a unique tracking reference number and transfers funds from his/her internet banking account mentioning such reference number for ultimate credit to a Recipient in India.

"Transaction Reference Number" means a unique reference number used to identify individual payment instruction.

"Payment Receipt" means a document showing proof of payment. It will be sent by bank to its customers after payment has been credited for any product or service.

"Forex Rate" means the exchange rate applicable for the currency conversion.

"Transfer Fees" refers to the charges applicable for remitting the money to India.

1.2. Interpretation in the Terms and Conditions, unless repugnant to the context or meaning thereof, -

2. WEBSITE:

- 2.1. Information and Facilities on the Website may be displayed and offered in a phased manner at the discretion of RemitFIRST2India. RemitFIRST2India shall have the right to from time to time in its discretion, introduce new information and Facilities and add to, modify, suspend or withdraw any information or Facility or the terms thereof in whole or in part without any prior notice.
- 2.2. If any of the Terms and Conditions are not acceptable to you or you disagree with any material on the Website, your sole and exclusive remedy is to discontinue using the Website.

3. ELIGIBLE USERS:

- 3.1. In order to access and use the Website and avail of any Facility you must be an individual of at-least eighteen (18) years of age who can enter into legally binding contracts under applicable law. If you do not qualify, please do not access or use the Website or the Facility.

3.2. Usage of the Website and the Facilities by any Visitor or Registered User is subject to domestic laws of India and the country of residence of such Visitor or User. All Visitors and Registered Users understand that by accessing, using and availing of the Website and the Facilities, they are confirming that they are fully aware of the laws in India and/or their country of residence relating to the Facilities offered by RemitFIRST2India. All Visitors and Registered Users agree that they shall be solely and absolutely responsible to ensure that the usage of the Website and Facilities offered thereon; is in conformity with the laws of the land to which they are subject to. RemitFIRST2India shall not be liable for any loss or damage incurred by them on account of violation/non-compliance with any of the laws in India or elsewhere in the world.

4. REGISTRATION INFORMATION (IDS AND PASSWORDS) AND SECRECY:

4.1. Only limited access to the Website is available to non-registered Visitors. Non-registered Visitors are not permitted to avail of the Facilities to send money to India. In order to obtain increased access to the Website and in order to avail of the Facilities you are required to register on the Website as a Registered User. The Registered User agrees that he/she shall not register more than once on the Website for availing of the Facility.

4.2. You agree - to provide true, accurate, current and complete information about yourself as prompted by the registration form on the Website, and to from time to time maintain and update this information to keep it true, accurate, current and complete at all times. You shall indemnify RemitFIRST2India for any losses caused to IDFC FIRST Bank due to any information provided by you being untrue, inaccurate, not current or incomplete in any respect, and RemitFIRST2India or the service provider shall not be responsible for any losses sustained by you due to any information provided by you to RemitFIRST2India, being untrue, inaccurate, not current or incomplete in any respect. If any information provided by you is untrue, inaccurate, not current or incomplete, RemitFIRST2India, has the right to terminate your registration and refuse you access to or use of the Website or any Facilities. RemitFIRST2India may request the Registered User at any time for any additional information and/or proof of authenticity of any information. The continued use of the Facility or access to the Website by the Registered User including completion of any pending transactions may be subject to receipt of such additional information or proof and/or verification of such proof thereof.

4.3. Subject to the other Terms and Conditions, upon registration as a Registered User the Website will register your Registered User ID and Registered User Password.

4.4. You will be solely and absolutely responsible for maintaining the secrecy and confidentiality of all your IDs and passwords and you will be fully and absolutely responsible and liable for all transactions and activities that occur under your ID and password including any unauthorised use or misuse of your ID and/or password. You will be responsible and liable if any third-party gains access to the Website or any Facility through the use of your ID or password, and you hereby agree to indemnify RemitFIRST2India and hold RemitFIRST2India and IDFC First Bank harmless against any liability, costs, damages, claims, suits and proceedings based upon or relating to such unauthorised access and use. Without prejudice to the aforesaid, you agree to - immediately notify RemitFIRST2India via e-mail or Registered Post AD, or through the Call Centre, of any suspected loss, theft, unauthorised usage of the ID or password, any other breach of security, or any receipt by you of confirmation of a transaction, fund or securities transfer or other activity which you did not authorise; or any inaccurate information in your transaction history or any other details and ensure that you logout from your account at the end of each session.

4.5. Any transaction or activity pursuant to use of your ID or Password shall be deemed to be your transaction or activity and 'RemitFIRST2India' shall have no obligation to verify the authenticity of any such transaction or activity. 'RemitFIRST2India', shall not be responsible for any mistake or error made by you in keying in the transaction or activity as to the nature of the transaction / activity, with respect to any facts or figures or otherwise.

4.6. If you forget your ID, you can send a written request to RemitFIRST2India at the address provided on the Website giving your date of birth and some other identifying details acceptable to RemitFIRST2India. On RemitFIRST2India being satisfied of your identity (which satisfaction shall be entirely at the discretion of RemitFIRST2India and Service Provider), RemitFIRST2India shall send the ID to your e-mail address registered with RemitFIRST2India. You shall be responsible for continuing to maintain this e-mail address with RemitFIRST2India, shall not be liable if it declines to furnish the ID by reason of it not being satisfied as to your identity.

4.7. If you forget your password, RemitFIRST2India may, subject to verification and satisfaction to the Registered User identity, generate a new password on the portal, once changed, which shall be communicated to you at the e-mail address provided by you. For your security reasons you must change this password every 3 months,

and until then this password shall be deemed to be your password and you will be responsible and liable for all transactions pursuant thereto. Upon generation of the new password, IDFC FIRST Bank Online Inward Remittance shall discontinue the use of the old password. However, you shall be responsible and liable for all transactions that are carried out by the use of the old Password, till the time of discontinuation of the old password.

- 4.8.** Notwithstanding anything stated elsewhere in the Terms and Conditions, and despite correct use of your ID and Password, RemitFIRST2India shall be entitled in its sole discretion (but shall not be bound) to seek offline and/or additional written or other confirmation from you of any instruction, transaction or activity as 'RemitFIRST2India' may deem fit and Registered User shall be obliged to provide the same to continue availing Facilities on the Website.
- 4.9.** In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000 or any other law for the time being in force, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, RemitFIRST2India shall have the right to require you to communicate instructions and authorise and execute transactions and other activities by means of such secure electronic records and secure digital signatures in addition to, or in place of, the use of password(s).

5. CONDUCT OF VISTORS, REGISTERED USERS AND CUSTOMERS:

- 5.1** You shall not - restrict or inhibit any other person from accessing, using and enjoying the Website or the Facilities;
use the Website for any purpose that is unlawful in any jurisdiction or not permitted by the Terms and Conditions;
modify, copy, distribute, transmit, display, perform, publish, license, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, Facilities, products or services obtained on or through the Website, except as permitted by the copyright owner or other right holder thereof;
post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information or statement of any kind including, without limitation, any information or statement constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national, foreign or other law; post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by (RemitFIRST2India) or engage in spamming or flooding;
post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained on or through the Website which is protected by copyright or other proprietary right, or derivative works with respect thereto, except as permitted by the copyright owner or other right holder thereof;
upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or derivative works with respect thereto, except as permitted by 'RemitFIRST2India' or the copyright owner or other right holder thereof, the Website being copyrighted under the relevant laws;
attempt to de-compile or reverse engineer any of the software available on the Website. You shall not make any attempt to hack into the Website or otherwise attempt to subvert any firewall or other security measure of the Website and if you become aware of any shortcoming in the security on the Website you shall forthwith inform RemitFIRST2India of the same in writing.
- 5.2** If the Website contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum.
- 5.3** You shall use any software provided on, by or through the Website only for the purposes for which it has been provided to you and for no other purpose.

6. Consent for access of RemitFIRST2India:

1. I/we hereby authorize RemitFIRST2India ("IDFC FIRST Bank" which expression shall be deemed to include its successors and assigns) to process, use, store, retain, share with Processing Entities or collect from any Processing Entities or other databases, sources, persons/entities, the Data or any part thereof, for any of the Specified Purposes;
 - i. in connection with assessment or processing of the application/ request for any Requested Product, or in connection with execution or furtherance of a contract/ transaction, performance by RemitFIRST2India or me/us or any connected persons like guarantors, security providers, other intermediaries, of any contract or part thereof or any regulatory or legal obligations in relation to any Requested Product availed or in pursuance thereof;
 - ii. for sharing my personal information and account details in connection with the aforesaid purposes;
 - iii. contacting, establishing contact, whereabouts, including through email, postal address, telephone, social media, banners on applications/ electronic platforms, notifications, website, premises of third parties/ other persons;
 - iv. deploying any analytics, automated processing, algorithms, robotics, profiling, encryptions, coding, anonymizations, etc., for any of the aforesaid.
2. I/we authorize the Processing Entities to process, use, store, retain, share with RemitFIRST2India or collect from Bank, any other Processing Entities or other databases, sources, persons/entities, the Data or any part thereof, for any of the aforesaid consented purposes.
3. For the aforesaid consents, authorizations and purposes covered above, it shall be deemed that I/we have furnished all the Data separately under this consent.
4. I/we agree that the aforesaid consents/ authorizations for the aforesaid purposes shall survive beyond the validity of such application/ tenure of the Product/ consummation of any transaction.
5. The consents given or denied under this document do not limit any other consents obtained or given.

7. OTHER TERMS:

- 7.1. 'RemitFIRST2India' shall not be under any duty to assess the prudence or otherwise of any instruction or transaction given or entered into by you.
- 7.2. RemitFIRST2India shall be entitled, in its sole and absolute discretion, to refuse all or any of your instructions without assigning any reason.
- 7.3. You cannot cancel any instructions once provided, save and except as specifically detailed on the Website. Additionally, when you place a request to cancel an instruction or a transaction that has been authorised by you, such cancellation is not guaranteed by RemitFIRST2India save and except as specifically detailed on the Website. Such instruction or transaction will only be cancelled if your request for cancellation is received and acted upon before the instruction or transaction has been executed.
- 7.4. RemitFIRST2India and Service Provider shall have the right to, and you hereby authorise RemitFIRST2India and Service Provider to, verify any information provided by you.
- 7.5. RemitFIRST2India shall endeavour to take reasonable measures, which may include encryption, to ensure that your personal information is not disclosed to any person except to IDFC FIRST Bank & its authorized Service Providers and such other persons to whom the information may be provided as per RemitFIRST2India's Privacy Policy. However, the Internet is an open system and RemitFIRST2India cannot, and does not, guarantee that the personal information which you furnish will not be intercepted or accessed by others and decrypted, RemitFIRST2India, IDFC FIRST Bank and its Service Providers shall not be liable or responsible should any confidential or other information provided by or pertaining to you (included credit card numbers, bank account numbers, passwords, personal identification numbers, IDs, transaction details, etc.) be intercepted and subsequently used by an unintended recipient.

8. DISCLAIMERS:

- 8.1. Access and use of the Website and the Facilities is entirely at your own risk. The Website, including any content or information on it, any related or linked site and all Facilities, products and services displayed, provided, availed of, licensed or purchased on, through or via the Website are provided "as is," without any representation or warranty of any kind, either express or implied, including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality,

performance, fitness for any particular purpose or completeness. Specifically, RemitFIRST2India disclaims any and all warranties including, but not limited to - any warranties concerning the availability, accuracy, usefulness, or correctness, currency or completeness of information, Facilities, products or services and any warranties of title, warranty of no infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the laws applicable to the Terms and Conditions.

RemitFIRST2India has not verified and shall not be liable or responsible for any content or other information on the Website or on websites linked to or with RemitFIRST2India. RemitFIRST2India ' does not, in any way, certify or warrant the performance, operation, content or availability of the Website or such other websites. Although RemitFIRST2India adopts security measures which it considers appropriate for the Website, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access to the Website or any Customer Accounts.

RemitFIRST2India shall not be responsible or liable if any unauthorised person hacks into or gains access to the Website, any Facility or your accounts; and you shall be liable and responsible for the same.

- 8.2.** This disclaimer of liability applies also to any damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action.
- 8.3.** The information and views contained herein are based on information available and believed to be correct to the best of our knowledge. Although due care has been exercised to verify the accuracy of the information, RemitFIRST2India and its information suppliers do not assume responsibility for the accuracy or for any loss arising out of any information contained herein. This is neither a solicitation to invest in any product nor to avail of a particular service.
- 8.4.** RemitFIRST2India, does not warrant or makes any representations regarding the use or the results of the use of any product, service and /or Facility in terms of its compatibility, correctness, accuracy, reliability or otherwise. You assume total responsibility and risk for your access and use of the Website, all site related services and all Facilities, products and services mentioned or advertised on or accessed or availed on or through the Website.
- 8.5.** You acknowledge that any warranty that is provided in connection with any of the Facilities, products or services described on the Website are provided solely by the owner, advertiser, manufacturer, provider or supplier of that Facility, product or service, and not by RemitFIRST2India or the Website (except where RemitFIRST2India or IDFC FIRST Bank are expressly stated to be owner, advertiser, manufacturer, provider and supplier thereof).
- 8.6.** RemitFIRST2India operates and offers the Website strictly on a no-liability basis and RemitFIRST2India shall not be liable to you or any other third party for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business) under any contract, negligence, strict liability or other law or theory arising out of or in connection with the Website, or any Facilities, products or services mentioned or advertised on or accessed or availed on or through the Website or any contract or transaction entered into or executed in pursuance thereof (however arising, including negligence) or resulting from the use of or inability to use, access or avail of the Website, any Facility, service or product or out of any breach of any warranty. Under no circumstances shall RemitFIRST2India or its Service Provider, or its alliance partner, 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 you or any other person.
- 8.7.** The Registered User/Visitor/Referrer shall ensure that he shall not be in violation of any data protection laws in force at the time of referring any person for the service to IDFC FIRST Bank or at the time registering for the Facility (as the case may be).
- 8.8.** If any disclaimers or limitation of liability in the Terms and Conditions are held to be unenforceable, the maximum liability of RemitFIRST2India to you shall not exceed the amount of fees paid by you to RemitFIRST2India for the Facilities, products or services that you have ordered or availed of on or through the Website.

8.9. Delays in the Transactions and Non-Liability for Damages

While 'RemitFIRST2India' shall endeavour that your instructions and your transactions pursuant to Facilities provided by RemitFIRST2India are communicated, carried out and/or performed promptly, RemitFIRST2India does not guarantee that any instructions will definitely be communicated or carried out or that any transactions will definitely be performed; and RemitFIRST2India, shall not be responsible for any delay in communicating, carrying out or performance of any instructions or transactions due to any reason whatsoever, including by reason of failure of operational systems for reasons including but not limited to virus attacks, natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, labour problem, strike or any other reason beyond the control of RemitFIRST2India.

- 8.10.** 'RemitFIRST2India', shall not be responsible for any inability to access the Website or any use or misuse of the Website.
- 8.11.** Any search results displayed by or on the Website are automated and cannot be screened. Accordingly, RemitFIRST2India assumes no responsibility for the accuracy or otherwise of any search results or of the content of any site included in the search results or otherwise linked to the Website.
- 8.12.** RemitFIRST2India shall not be responsible for any unauthorised interception of email to or from you & RemitFIRST2India.
- 8.13.** To the extent possible, the disclaimers, limitations on liability and indemnities available to RemitFIRST2India under the Terms and Conditions shall mutatis mutandis extend and be available also to IDFC FIRST Bank and its / their respective directors, officers, employees, agents, successors, assigns, consultants, sponsors, affiliates, content providers and everyone involved in creating, producing, delivering or managing the Website (or any part thereof) or any Facility. However, this clause shall not protect the aforesaid Persons or extend to their obligations and liabilities under the SLAs, contracts and other covenants based on which the business alliance of ' RemitFIRST2India ' is forged.
- 8.14.** A possibility exists that the Website could include inaccuracies or errors. Additionally, a possibility exists that unauthorised additions, deletions or alterations could be made by third parties to the Website. Although RemitFIRST2India and its Service Providers attempt to ensure the integrity of the Website, they make no guarantee whatsoever as to its sequence, timeliness, completeness, correctness or accuracy. In the event that such an inaccuracy or incompleteness arises, please inform RemitFIRST2India so that it can be corrected.
- 8.15.** Links from the Web Site –

Clicking on certain portions or links within the Web Site might take you to other websites without any intimation or indication of doing or having done so. The linked Websites are not under the control of RemitFIRST2India. RemitFIRST2India assumes no responsibility whatsoever for such other websites whether as to content, availability, performance or otherwise.

RemitFIRST2India also does not represent or warrant that these links shall operate satisfactorily. RemitFIRST2India ' provides these links only as a convenience and links to external web sites do not constitute an endorsement by ' RemitFIRST2India ' of such other sites, the sponsors of such sites or the content, products, advertising or other materials presented on or by such sites. RemitFIRST2India shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of such other websites or reliance on or availing of any content, goods or services available on such other sites.

9. TERMS OF SUPPLY OF FACILITIES - GENERAL:

- 9.1.** RemitFIRST2India offers its Facilities strictly on a no liability basis. Accordingly, RemitFIRST2India, shall endeavour to offer such Facilities as per their terms, no claim shall lie against RemitFIRST2India and RemitFIRST2India, shall not be liable to you or to any Person, in the event of non-provision of any Facility or delay or omission to do any act pursuant to any Facility provided by RemitFIRST2India or on any other account whatsoever. You should avail of Facilities provided by RemitFIRST2India only if you are agreeable to the above.
- 9.2.** In order to avail of specific Facilities, you may have to agree to other terms and conditions in addition to the Terms and Conditions and may also have to execute agreements, powers of attorney or other writings and abide by the specified procedures.
- 9.3.** If you wish to avail of a Facility, you may be asked by the RemitFIRST2India to supply certain information, including but not limited to credit or debit card or other payment mechanism information. You agree that all information you provide to RemitFIRST2India will be accurate, complete and current. You agree not to hold

RemitFIRST2India liable for any loss or damage of any sort incurred as a result of any such dealings with any Service Provider.

- 9.4. You hereby authorize IDFC FIRST Bank. to call you at any time during the business hours, through any of its authorised representatives for providing information pertaining to RemitFIRST2India Online Money Transfer facility. IDFC FIRST Bank, its affiliates, subsidiaries, employees, officers, directors and agents, expressly disclaim any liability or responsibility from contacting you via telephone, emails, SMS, letters or any other mode as the Bank may deem fit, to provide various information on 'RemitFIRST2India' Online Money Transfer facility.
- 9.5. Prices and availability of Facilities displayed or offered on or through the Website are subject to change without prior notice. Nothing contained in this Website constitutes an offer, promise or commitment to grant or provide any Facility on any specific terms or otherwise and the sanction or grant of any Facility is not guaranteed and is in the absolute discretion of RemitFIRST2India. RemitFIRST2India endeavours to post accurate and updated information on the Website, you verify the same before taking any action or entering into any transaction. RemitFIRST2India will not be liable for any lack of availability of any Facilities you may order or seek to avail of through the Website.
- 9.6. The records of access, instructions, transactions and other activities maintained by IDFC FIRST Bank through its own or a third party's computer systems or on tape or other recording or storage device or otherwise shall be admissible in evidence, shall not be challenged by you and shall be accepted as genuine, accurate, conclusive and binding for all purposes including the recording of the time thereof.
- 9.7. Facilities are offered only to persons who are residents or citizens of countries where RemitFIRST2India can offer and provide such Facilities. By offering Facilities on this Web Site, RemitFIRST2India meaning IDFC FIRST Bank or any other Service Providers (as the case may be) are not attempting to offer or provide Facilities outside their authorized states or country.
- 9.8. 'RemitFIRST2India' shall try to ensure that all information that is provided on the Website with respect to the Facilities, products and services that are offered by the suppliers and the customised news are accurate and up to date. However, RemitFIRST2India does not guarantee the timeliness, accuracy, completeness, reliability or content of the information and any changes that are made with respect to the same.
- 9.9. Alerts –
“RemitFIRST2India” and/or its Service Providers shall endeavour to ensure that Alerts are communicated to you in accordance with your instructions in this regard. However, neither “RemitFIRST2India” nor the Service Providers would be responsible or liable for non-dispatch or delay in dispatch of the Alerts by RemitFIRST2India and/or the Service Providers or any delay in receipt or non-receipt of the Alerts for any reason whatsoever. Under no circumstances shall “RemitFIRST2India” and/or the Service Providers be liable for any costs, damages or other amount whatsoever for such non dispatch or delay in dispatch or any non-receipt or delay in receipt of the Alerts. Non- receipt of Alerts will not discharge or reduce your liability to pay any amount to “RemitFIRST2India” which would have been payable in the event of proper receipt of the Alerts.

10. REMITTANCE TRACKING FACILITY

- 10.1. Subject to the relevant regulatory approvals, terms and conditions imposed while granting the necessary approvals and other terms of this Facility, this Facility, on it being made available, enables you to initiate a remittance from the enabled countries in their respective currency to account in India which will be powered by the service provides. This is a technology platform for a facility that enables remitting funds from outside India into India using the service providers. The facility is offered by IDFC FIRST Bank, IDFC FIRST Bank is responsible for acting on the transaction booking and tracking, while the service provider is responsible for receiving money in foreign currency in case of Online Transfer, converting it into INR or the permissible foreign currency as applicable and remitting it to the Beneficiary in India as instructed by the Registered User or remitter of funds i.e. you. The foreign exchange conversion rate shown for the calculation on the Website is only indicative except when specified as fixed rate to help you to arrive at an approximate INR amount that the Beneficiary will receive. It is in no way guarantees or represents; the foreign exchange conversation rate that will actually be applied to the foreign exchange sent by you (the remitter). IDFC FIRST Bank will apply the foreign exchange conversation rates prevailing on the day of conversion and no further communication / confirmation from the Registered User or remitter shall be required for this. By RemitFIRST2India Facilities for remittances, the Registered User gives the express, irrevocable authority to RemitFIRST2India, IDFC FIRST Bank and Service Provider to convert the funds at the prevailing exchange rates applicable on the date of conversion (which shall be normally within 1-2 working days of receipt of clear funds into the account of IDFC

FIRST Bank or service provider with full details of the Registered User or remitter and Beneficiary) and disburse the converted rupee amount or foreign currency amount as per the instructions provided by the Registered User or remitter through the Website.

10.2. You should pay the foreign currency as per the instructions stated on the Website by acceptable mode as mentioned on the Website. RemitFIRST2India will process your remittance request only after receipt of proper confirmation that the foreign currency amount said to have been remitted by you has been received in the designated account Service Provide. Thereafter, after deducting the appropriate charges/fees, the money will be transmitted by Service partner to the bank account in India designated by you i.e. Beneficiary account. If it comes to the notice of 'RemitFIRST2India or Service Provider' that you had insufficient funds in the account from which you requested the remittance of money, RemitFIRST2India or Service Provider may cancel the requested remittance transaction and you the Registered User shall bear full liability and responsibility for the same.

10.3. While it shall be RemitFIRST2India and service providers endeavour to adhere to the time schedule indicated by it on the Website, RemitFIRST2India will not be responsible or liable for any changes in the time schedule for execution of your instructions or remittance / credit of funds for any reason. Nothing provided on the Website should be construed as advice of any nature and you are advised to consult professionals in this regard prior to taking any decision. Further, this Facility does not, in any way, solicit or encourage you to enter into any such transaction. RemitFIRST2India shall not, under any circumstances, be responsible for any loss suffered due to any fraud or other actions of the Registered User. Further, this Facility is offered subject to the applicable laws of any other country, including the country from which the funds are to be remitted, and it shall be your responsibility to ensure that these laws are adhered to. RemitFIRST2India accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website can be accessed or used, or any Facility can be availed of in a country other than India would not mean that the laws of such country would be applicable. In the event the person to whom the funds are remitted requires a transaction confirmation letter, or the funds are for any reason required to be redirected to another account / location, or any other additional service is required, the Bank shall levy additional charges and remit the amount after deducting such additional charges applicable at the time of such request.

10.4. RemitFIRST2India shall in no way be held responsible and/or be liable for any queries, errors, disputes or delays in messaging, money transmission, currency conversion, conversion rates offered, payment to the beneficiaries of the remittances or any other query, claim or dispute. RemitFIRST2India will, however, assist you in contacting the Bank to facilitate resolution of such queries, claims and disputes to the best of RemitFIRST2India's ability.

10.5. You agree to abide the provisions applicable under the Foreign Exchange Management Act (FEMA), 1999. You shall not undertake any transaction which contravene or evade any provisions of FEMA or of any rule, regulation, notification, direction or order made thereunder.

10.6. The above terms and conditions are in addition to the additional terms and conditions relating to the Facility appearing elsewhere on this Website or otherwise now or hereafter agreed or deemed to be agreed by you.

10.7. RemitFIRST2India shall be entitled to have more than one promotional offer in existence and applicable at any given time. However, a Registered User shall be entitled to avail of only one offer per transaction. It shall be entirely at the discretion of RemitFIRST2India to consider any exceptions to the above.

11. FEES AND CHARGES:

11.1. IDFC FIRST Bank Online Inward Remittance may set its own fees and charges for Facilities and may revise the same at any time and the availability of Facilities displayed or offered on or through the Website are subject to change without prior notice.

11.2. When a Registered User makes a request to use the Facility using Online Transfer option, such Registered User will be requesting the Registered User's local financial institution to initiate a wire transfer or transfer through internet banking to IDFC FIRST Bank's correspondent bank to fund the remittance. IDFC

FIRST Bank is not responsible in any manner for any fees or charges, if any, that may be imposed by any such financial institution(s) or any other third parties in connection with such transfer.

11.3. Neither the Registered User nor the Beneficiary will be entitled to any interest for the period during which the funds to be remitted are with IDFC FIRST Bank, are in the course of remittance, or for any other period.

11.4. Registered User agrees that any return of funds will be done on best effort basis and at sole discretion of IDFC FIRST Bank. Such return of funds whether pre or post conversion will be charged by IDFC FIRST Bank and charges of the correspondent bank/s involved in routing such return will also be applicable. Such charges will be deducted from the remittance amount and will be borne by the Registered User or remitter.

12. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS:

'RemitFIRST2India' brand name, logo, service mark and contents are the property of IDFC FIRST Bank Limited. The content and/or information on the Website including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website are owned by IDFC FIRST Bank; except contents, promotional advertisements displayed on Website by Alliance Partner/s. All rights on the Website are reserved and you may not download and/or save a copy of the Website or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of RemitFIRST2India (except as otherwise provided on the Website or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits IDFC FIRST or Service Providers,. However, you may print a copy of the information on this Site for your personal use or records. This Site is for your personal use. If you make other use of this Site, except as otherwise provided above, you may violate copyright and other laws of India and other countries and may be subject to penalties. RemitFIRST2India does not grant any license or other authorization or user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.

13. AUTHORITY TO RemitFIRST2India:

You irrevocably and unconditionally authorise RemitFIRST2India, to access all information relating to you (including personal information and information relating to access and use of the Website and Facilities by you and the transactions entered into by you). Subject to the privacy statement, all information submitted on or via the Website shall be deemed to be and remain the property of RemitFIRST2India; and RemitFIRST2India shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in any information you may provide to or through the Website. RemitFIRST2India shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise expressly agreed by it directly with you. IDFC FIRST Bank Online Inward Remittance shall be deemed to acquire from you a non-exclusive, world-wide, perceptual, irrevocable, royalty free licence to use, adapt, reproduce, modify, publish, translate, create derivative works from, distribute, perform or display any ideas, concepts, know-how or techniques contained in any information provided by you to or through the Website.

14. NO AGENCY:

The Terms and Conditions and your use of or access to the Website or any Facilities are not intended to create an agency, partnership, joint-venture or employer-employee relationship between you and the Website, IDFC FIRST Bank or its Service Provider, except where otherwise specifically agreed or appointed.

15. NO OBLIGATION FOR MAINTENANCE:

RemitFIRST2India has no obligation to monitor the functioning of the Website. However, you acknowledge and agree that RemitFIRST2India has the right to monitor the functioning of the Website electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Website properly or to protect itself or its Service Providers, Alliance Partners, Visitors, Registered Users. RemitFIRST2India will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. RemitFIRST2India reserves the right to refuse to post or to remove

any information or materials, in whole or in part, that, in its sole discretion, which are unacceptable, undesirable, inappropriate or in violation of the Terms and Conditions.

16. INDEMNITY:

You agree to defend, indemnify and hold IDFC FIRST Bank, its directors, officers, employees, Affiliates Partners, and Content and Service Providers harmless from any and all claims, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from your use of the Website or the placement or transmission of any message, information, software or other materials through the Website by you or users of your ID and password or related to any violation of the Terms and Conditions by you or users of your of your ID and password, and any claims dispute or differences between you and any supplier.

17. TERMINATION:

17.1. Termination by RemitFIRST2India –

You acknowledge and agree that RemitFIRST2India may, without notice, suspend or terminate your User ID, Password or Account or deny you access to all or part of the Website or any Facilities without prior notice if you engage in any conduct or activities that RemitFIRST2India in its sole discretion believes violate any of the Terms and Conditions, violate the rights of RemitFIRST2India, or is otherwise inappropriate for continued access, or if RemitFIRST2India learns of your death, bankruptcy or lack of legal capacity or of circumstances which impact your credit worthiness (which shall be determined at the sole discretion of RemitFIRST2India) or for any other reason which RemitFIRST2India thinks fit and proper.

You acknowledge and agree that RemitFIRST2India may in its sole discretion deny you access through RemitFIRST2India to any materials stored on the Internet, or to access third party services, Facilities, merchandise or information on the Internet through the Website, and RemitFIRST2India shall have no responsibility to notify you or third-party providers of Facilities, services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

17.2. Termination by You –

You may request for termination of this Facility at any time by giving a written notice of at least fifteen (15) days to RemitFIRST2India. The termination shall take effect on the completion of the fifteenth day from the date of receipt of the notice by RemitFIRST2India. Provided however that you will remain responsible for any transactions entered into by you and all obligations incurred by you until the time of such termination. You acknowledge that termination of this Facility by you would not imply deletion of any data, transactions or other information provided by you to RemitFIRST2India.

18. GOVERNING LAW & JURISDICTION:

18.1. The Website, the Terms and Conditions, all transactions entered into on or through the Website and the relationship between you and RemitFIRST2India shall be governed by and construed in accordance with the laws of India and no other nation, without regard to the laws relating to conflicts of law.

18.2. You and RemitFIRST2India agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the Terms and Conditions, any transactions entered into on or through the Website or the relationship between you and RemitFIRST2India shall be subject to the exclusive jurisdiction of the competent courts located in the city of Mumbai, Maharashtra, India and you hereby accede to and accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if RemitFIRST2India thinks fit RemitFIRST2India may institute proceedings against you in any other court or tribunal having jurisdiction.

18.3. RemitFIRST2India, and its Service Providers, accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website can be accessed or used or any facility can be availed of in a country other than India would not mean that the laws of such country would be applicable.

18.4. Subject to the other Terms and Conditions and applicable law, the Website and the Facilities are offered both to residents of India, to non-residents and Person of Indian Origin (PIO)/Overseas Citizen of India (OCI).

Provided however, that the Facilities are not available to foreign residents including non-resident Indians ("NRI's") in foreign jurisdictions where the Website or Facilities cannot be offered without prior legal or regulatory compliance. It shall be the sole responsibility of foreign residents including NRIs in foreign jurisdictions to verify whether the Website and the Facilities can be accessed and utilised in their respective jurisdictions.

19. COMPLIANCE WITH LAWS:

The Facilities offered by RemitFIRST2India are subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and RemitFIRST2India or IDFC FIRST Bank shall be under no liability or obligation to continue implementation of the said Facilities till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that the Facilities cannot be continued without total compliance of the prevailing law at any point of time, implementation of the Facilities shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Facilities comes into force.

20. NO WAIVER:

The failure or delay of RemitFIRST2India to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of RemitFIRST2India shall be valid unless it is in writing signed by IDFC FIRST Bank.

21. SEVERABILITY:

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgement, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition, and you should endeavour to give effect to the parties' intentions as reflected in the provision to the extent possible,. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

22. LIMITATION:

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website or any Facility or the Terms and Conditions must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

23. NOTICES:

23.1. RemitFIRST2India may give notice to you by e-mail, letter, telephone or any other means as may have deemed fit to the address last given by you. Notices under the Terms and Conditions may be given by you in writing by delivering them by hand or by sending them by post to the address mentioned on the Website. RemitFIRST2India shall not be bound to, act upon notices and instructions given by you to by e-mail, letter, telephone or any other means as RemitFIRST2India may deem fit.

23.2. In addition, RemitFIRST2India may (but shall not be bound to) also publish notices of general nature, which are applicable to all Visitors or Registered Users in a newspaper circulating in India or on its Website. Such notices will have the same effect as a notice served individually to each Visitor or Registered User (including you).

23.3. Documents which may be sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website of RemitFIRST2India shall be deemed to have duly communicated and delivered any communication or document to you if such communication or document is sent via electronic mail (e-mail) to the email address provided by you to RemitFIRST2India. RemitFIRST2India shall also be entitled to act on the basis of any instructions received or purported to be received RemitFIRST2India from you by e-mail or other electronic means or via the internet. RemitFIRST2India shall also be entitled (but not bound) to act upon fax instructions and communications after making basic due diligence.

24. MISCELLANEOUS:

- 24.1.** The clause headings in the Terms and Conditions are only for convenience and do not affect the meaning of any provision and shall not be taken into account in interpreting or limiting the scope of the provisions of the Terms and the Conditions.
- 24.2.** IDFC FIRST Bank may sub-contract or employ agents to carry out any functions or services relating to the Website or any of its obligations under the Terms and Conditions.
- 24.3.** RemitFIRST2India may from time to time send by e-mail or otherwise, information relating to products and services offered by it or the or any other entities, the Facilities, general information related to financial and other services, advertisements of various products and services etc. to you.
- 24.4.** You must at your own cost: (a) provide for your own access to the World Wide Web and pay any service fees, telephone charges and online service usage associated with such access, and (b) provide all equipment necessary for you to make such connection to the World Wide Web, including a computer and modem.
- 24.5.** In the case of joint accounts which are held by you along with one or more others, each account holder may not be authorised to act independently. For the joint accounts, you must be the first joint account holder and the User ID and the Password may be issued only to you. The other joint account holders shall be deemed to have given his/her/their consent to such arrangement. All correspondence will be addressed to you as the first joint account holder only. All the Terms and Conditions and all transactions arising in the joint accounts from the use of any Facility shall be binding on all the joint account holders, jointly and severally.
- 24.6.** The content presented at the Website may vary depending upon your browser limitations. The conditions stated in these Terms and Conditions are in addition to the other terms and conditions stated elsewhere in the Website.
- 24.7.** By accessing and / or using this website or portion / page thereof and / or any facilities you agree to the terms and conditions.

25. "The declaration-cum-undertaking under Sec 10(5), Chapter III of FEMA, 1999"

- 25.1.** I/We hereby declare that the transaction details of which are mentioned above does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made thereunder. I/We also hereby agree and undertake to give such information / documents as will reasonably satisfy you about this transaction in terms of the above declaration. I/We also undertake that if I/we refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us report the matter to RBI.
- 25.2.** I/we also declare that the transaction does not have linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner. If the transaction involves linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner, I/we undertake not to hold IDFC FIRST Bank. responsible for any of its action or inaction in respect of the OFAC-linked transactions.
- 25.3.** I/We also declare that the above inward remittance does not represent proceeds of the disposal of an asset located outside India for which a declaration has been made under section 59 of The Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015. If the inward remittance represents proceeds of the disposal of an asset located outside India for which a declaration has been made under Section 59 of The Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015, I/We also declare that the remittance is received in compliance with the RBI Circular on Regularisation of assets held abroad by a person resident in India under Foreign Exchange Management Act, 1999? dated September 30, 2015 and in this respect further indemnify the Bank against any claim that may arise from any regulatory / revenue authorities in future.

25.4. Further, I/we declare that the transaction does not involve payment from/to a Third Party. If the transaction involves payment from/to a Third party, I/we undertake to comply with the extant guidelines from RBI / the Bank in this regard.

26. Sanction Policy & Undertaking:

26.1. IDFC FIRST Bank, including its subsidiaries and affiliates (the "Group"), is firmly committed to complying with all applicable sanctions laws (as imposed by UN, US, UK, EU or any other Government and/or Regulatory authorities) that are legally binding upon the Group and its businesses. Any breach of sanctions may have a serious impact on our reputation, franchise, regulatory relationships and could impair the Group's ability to provide products and services to clients. The Group has therefore established a sanctions policy that may be more stringent than what is permitted by law and regulation. Group may be unable to process any transactions that involves or have linkages / reference to any sanctioned countries*/territories*/parties including cases where transshipment is involved.

26.2. I/We confirm that we are aware of IDFC FIRST Bank Sanctions Policy Statement and that IDFC FIRST Bank, including its subsidiaries and affiliates (the "Group"), is firmly committed to complying with all applicable sanctions laws (as imposed by UN, US, UK, EU or any other Government and/or Regulatory authorities) that are legally binding upon the Group and its businesses.

26.3. I/We are further aware that IDFC FIRST Bank may be unable to process any transactions that involves or have linkages/reference to any sanctioned countries*/territories*/parties including for cases where transshipment is involved.

26.4. I/We confirm that shipment and / or transshipment of goods covered under this transaction shall not involve any sanctioned countries /territories /parties.

26.5. All parties to this transaction are advised that banks may be unable to process a transaction that involves countries, regions, entities, vessels or individuals sanctioned by the United Nations, the United States, the European Union, the United Kingdom or any other relevant government and/or regulatory authority and that such authorities may require disclosure of information. IDFC FIRST Bank Ltd is not liable if it, or any other person, fails or delays to perform the transaction or discloses information as a result of actual or potential breach of such sanctions.

*Sanctioned Countries and Territories include Cuba, Iran, Syria, North Korea (also known as Democratic People's Republic of Korea), Crimea and Sevastopol (also known as Crimean Autonomous Republic), Pakistan, Myanmar and Crimea region of Ukraine, Donetsk People's Republic ("DNR"), Luhansk People's Republic ("LNR") and Sectorial Sanctioned Countries and Territories include Russia and Venezuela.