



# Terms & Conditions in respect of RTGS / NEFT Transactions

## Definitions

For the purposes of these terms and conditions:

- “Bank” shall mean The Hongkong and Shanghai Banking Corporation Limited
- “REFT” means the RTGS / NEFT Funds Transfer
- “RTGS” means the Real Time Gross Settlement of Reserve Bank of India (RBI)
- “NEFT” facility means the electronic funds transfer facility through the RBI NEFT system

## Rights and obligations of Customer

- The Customer shall be entitled, subject to other terms and conditions in this Agreement, to issue an REFT request for execution by the Bank.
- The REFT request shall be issued by the Customer with complete particulars provided and within the timelines specified by the Bank from time to time. The Customer shall be responsible for the accuracy of the particulars given in the REFT request and shall be liable to compensate the Bank for any loss arising on account of any error in the REFT request.
- The Customer shall be bound by the REFT request executed by the Bank if the Bank had executed the REFT in good faith and in compliance with the security procedure.
- The Customer shall ensure availability of funds or available limits in Customer’s account properly applicable to the REFT request before submitting the request to the Bank. However, if the Bank executes the REFT without properly applicable funds being available in the Customer’s account, the Customer shall be bound to pay to the Bank, the amount debited to Customer’s account for which the REFT was executed by the Bank pursuant to Customer’s REFT request together with the charges including interest payable to the Bank.
- The Customer hereby authorises the Bank to debit Customer’s account for any liability incurred by the Bank for and due to the execution of any REFT request issued by Customer to the Bank.
- In case the Customer requests the Bank to cancel or modify any REFT request for whatever reason after submission of the REFT request to the Bank, the Bank will make all reasonable efforts to comply with the Customer’s request on a best efforts basis. However, the Bank is not liable for any failure to cancel or modify the REFT request, if such request is received at a time or under circumstances that renders the Bank unable to comply with the Customer’s request. The Customer agrees that the REFT request shall become irrevocable when it is executed by The Bank.
- Customer agrees that the Bank is not bound by any notice of revocation, unless it is in compliance with the security procedure.
- Customer agrees that Customer shall not be entitled to make any claim against any party in the RBI RTGS or NEFT system except the Bank.
- Customer agrees that in the event of any loss suffered by the Customer on account of:
  - delay on the Bank’s part in the execution of the REFT pursuant to a REFT request submitted as per the security procedure, where such delay has arisen due to negligence or fraud on the part of any employee of the Bank, the Bank’s liability shall be limited to the extent of payment of interest at the Bank Rate for any period of delay.
  - error in the execution of the REFT, pursuant to a REFT request submitted as per the security procedure, where such error has occurred due to negligence or fraud on the part of any employee of the Bank, the Bank’s liability shall be limited to the extent of refund of the principal amount together with interest at the Bank Rate up to the date of refund.
- Under no circumstances, Customer shall be entitled to claim any compensation in excess of that which is provided in clause (i) for any breach of contract or otherwise.
- Customer agrees that no special conditions shall be attached to any REFT request under this agreement.

- The Customer agrees to indemnify the Bank and shall keep the Bank indemnified from time to time and at all times hereafter from any loss, claim, damage, cost, charge and expenses howsoever caused or arising out of or in connection with the services offered by the Bank in terms of this Agreement, save and except that caused through the Bank’s own error, gross negligence or misconduct.
- Customer shall ensure that the NRE Accounts of beneficiaries, if any, will be included in the REFT request after ensuring compliance with the rules/regulations issued by Reserve Bank of India (Foreign Exchange Department) from time to time.
- The Customer will ensure the security procedure established by the Bank for the purpose of verifying that the payment order or communication is that of the Customer or for detecting error in the transmission for the content of the funds transfer request or communication. A security procedure may require the use of algorithms or other codes identifying words or numbers, encryption mode, callback procedures or similar security devices. A security procedure once established shall remain valid until amended by the Bank.

## Rights and Obligation of the Bank

- The Bank shall execute the REFT request issued by the Customer duly authenticated by the Customer as verified by the security procedure, unless:
  - The funds available in the account of the Customer are not adequate or properly applicable to comply with the REFT request and the Customer has not made any other arrangement to meet the payment obligation,
  - The REFT request is incomplete or it is not issued in the agreed form,
  - The REFT request is attached with notice of any special conditions,
  - The Bank has reason to believe that the REFT request is issued to carry out an unlawful transaction,
  - The REFT request cannot be executed under the RBI’s RTGS, and/or NEFT system.
- No REFT request issued by the Customer shall be binding on the Bank until the Bank has accepted it. The Bank will make all reasonable efforts to comply with Customer request, however, we are not liable for any failure to execute the REFT request, if such request is received at a time or under circumstances that render us unable to comply with your request.
- The Bank shall, upon execution of every REFT request executed by it, be entitled to debit the designated account of the Customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.

## Force Majeure

- Neither party (i.e. Bank or Customer) will be liable for any delay in performing or failure to perform any obligations hereunder due to any cause beyond its reasonable control, provided that where performance by one party is dependent upon performance by the other party and such performance is delayed or fails in such circumstances, the other party shall not be obliged to perform (or shall be given such extended time to perform as is necessary in the circumstances) such obligations

## Governing Law

- These terms and conditions shall be governed by the laws of India.

## NEFT / RTGS Charges

Services	Service Charges
<b>#Outward RTGS Transfers</b>	<b>With effect from 01st May 2011</b>
Above ₹2 lakhs to ₹5 lakhs	₹25 per transaction <sup>##</sup>
₹5 lakh and above	₹50 per transaction
<b>#Outward NEFT Transfer</b>	<b>With effect from 01st May 2011</b>
Upto ₹1 lakhs	₹5 per transaction
Above ₹1 lakhs to ₹2 lakhs	₹15 per transaction
Above ₹2 lakhs	₹25 per transaction <sup>##</sup>