

TERMS AND CONDITIONS FOR REMITTANCE THROUGH KIOSK

The following are the terms and conditions ("**Terms**") governing the use of the KIOSK Facility (as defined below) for availing the remittance services being offered to the Remitter (as defined below) by the Bank (as defined below). In case these Terms are not acceptable, please do not use the KIOSK Facility. The acceptance of these Terms and any other applicable document(s) and agreement(s) pertaining to the KIOSK Facility are a prerequisite for use of the KIOSK Facility. The Terms may be revised and/ or updated from time to time by uploading the Terms on the Website of the Bank (as defined in the Form) and it is recommended that the Remitter visit the Website on every occasion that the Remitter (as defined below) intends to access and/ or use the KIOSK Facility to enable the Remitter to be aware of the applicable Terms that govern the use of the KIOSK Facility thereof. If any of the Terms is/ are not acceptable to the Remitter or any material (and information thereto) available on the Website is/ are not acceptable to the Remitter, unless otherwise stated herein, the Remitter's sole and exclusive remedy is to discontinue using the KIOSK Facility. By using and continuing to access and/ or use the KIOSK Facility, the Remitter agrees to be unconditionally bound by these Terms or the updated Terms (as the case may be). The Remitter agrees that his continued access and/ or use of the KIOSK Facility after such update will constitute the Remitter's acceptance of and agreement to be bound by the updated Terms.

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

For avoidance of doubt:-

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

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

DEFINITIONS

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

"Bank" shall mean ICICI Bank Limited, Bahrain branch, being an offshore branch in the Kingdom of Bahrain with its office at Manama Centre, Manama, PO Box 1494, Kingdom of Bahrain.

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

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

“Foreign Amount” shall mean the funds denominated in the foreign currency amount specified by the Remitter to be credited into the Beneficiary’s bank account.

“ICICI Bank Limited India” shall mean ICICI Bank Limited, a company incorporated under the Companies Act, 1956, of India and licensed as a bank under the Banking Regulation Act, 1949, of India, having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007.

“Rates and Charges” shall mean the rates and charges applicable to the KIOSK Facility rendered by the Bank, as may be determined by the Bank from time to time and subject to such amendments/modifications, as may be notified by the Bank. The Rates and Charges may be provided/updated on the website (<http://www.iciciban.bh>) (the **“Website”**).

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

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

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

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

THE KIOSK FACILITY

1. The KIOSK Facility shall be made available to the Remitter at the sole discretion of the Bank and upon the request of the Remitter. The Bank may from time to time require the Remitter to agree to additional terms and conditions for the continued use of the KIOSK Facility.
2. One time registration:
 - a. Each Remitter intending to use the KIOSK Facility is subject to a one-time registration with the Bank, whereby the Remitter shall register himself and each Beneficiary and Beneficiary’s details with the Bank.
 - b. Registration of the Remitter and of each Beneficiary may be done by the Remitter personally at the Bank

- c. Where the Beneficiary is an account holder of ICICI Bank Limited India, Remitter will have to provide the account number and the type of account of the Beneficiary.
 - d. Where the Beneficiary is not an account holder of ICICI Bank Limited India, Remitter will have to provide the name of the Beneficiary's bank, complete branch address with postal code, account number along with the type of the account that the Beneficiary holds.
 - e. Where the Beneficiary holds a no frills savings account ('small account') as defined by the Reserve Bank of India ("RBI") in India, Beneficiary's registration will be rejected and Remitter's money transfer request will not be processed, as the Reserve Bank of India restricts credit of foreign remittance in such account types. This restriction is as per RBI's guideline on small account and will be amended as and when RBI issues required guidelines.
 - f. The KIOSK Facility, therefore, may only be used upon registration of the Remitter and of each Beneficiary in the manner provided above, subject to such verification process as may be required.
3. Post successful registration, Remitter will have to log in the KIOSK with his SMART CARD issue by government of Bahrain.
The funding of the Remittance Transaction can be done by inserting Bahraini Dinar cash in to the Kiosks.
4. The Remitter shall be wholly responsible for all Remittance Transactions executed via the KIOSK Facility. Each Remittance Transaction is irrevocable.
5. The Remitter accepts the Bank'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 Remitter to credit the Beneficiary's bank Account (including partially successful fund transfers) through the KIOSK Facility for any reason whatsoever, the Bank's determination of the actual amount (if any) transferred shall be conclusive and binding on the Remitter.
6. The Remitter is solely responsible for ensuring the accuracy, adequacy and completeness of each Remittance Request. The Bank shall not be obliged to verify the accuracy, adequacy and completeness of any Remittance Request. The Bank shall not be responsible for any loss or damage suffered by the Remitter as a result of:-
 - a. Any Remittance Request being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way; or
 - b. Any failure, refusal, delay or error by any third party through whom the Remittance Transaction is made to the intended Beneficiary.
7. The Remitter shall be solely responsible for maintaining the confidentiality of any personal or other information of the Remitter in relation to the use of the KIOSK Facility.

8. The funds may be transferred through intermediary banks or other financial institutions before reaching the Beneficiary's bank, and those intermediary banks or other financial institutions are solely responsible for crediting the Beneficiary's Bank Account(s) designated by the Remitter.
9. The Bank 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 Bank be under any liability for any errors, mutilations, delays, misdelivery 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 Remitter. Under no circumstances shall the Bank be liable for any consequential damages of any sort.
10. Without prejudice to the foregoing, in the event that the Foreign Amount is not received by the Beneficiary, whatever the reason, any liability of the Bank 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.
11. Without prejudice to the Terms herein, any refund of funds may be permitted at the Bank's sole discretion and such refund(s) shall be at such buying rate of exchange, as may be determined by the Bank for the relevant currency. The Remitter agrees to bear all charges and expenses in connection with such refund(s) and the Bank may deduct such charges and expenses (as may be applicable) prior to the disbursement of any refund(s).
12. Neither ICICI Bank Limited or the Bank 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 Remitter via the KIOSK Facility.
13. Without in any way affecting and notwithstanding any other provision in these Terms, the Bank shall not be responsible for any charges imposed or any other claim or action made or taken by the Beneficiary, or any loss, liability or damage which may be suffered by the Remitter, including but not limited to, in any of the following circumstances:
 - a. The Remitter did not correctly use the Remittance KIOSK Facility;
 - b. Any Remittance Transaction is prohibited by any applicable law or regulation;
or
 - c. Any circumstances beyond the Bank's reasonable control that prevents the crediting of the Beneficiary's Bank Account(s), despite reasonable precautions

being taken by the Bank, and without in any way affecting and notwithstanding any other provision in these Terms, the Remitter shall indemnify the Bank and hold the Bank harmless from and against all and any loss, liability or damage (whether direct or indirect) which the

Bank may incur as a result of the above or any of the Remitter's acts or omissions in relation to or arising out of the Remitter's use of the KIOSK Facility.

14. The Remitter further acknowledges, confirms and agrees that he shall indemnify and keep indemnified ICICI Bank Limited and the Bank 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 Bank acting upon any instructions, including without limitation, inaccurate, inadequate, or incorrect/incomplete instructions, data or information (personal or otherwise), received from the Remitter in connection with the use of the KIOSK Facility;
 - b. The Bank, 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 Bank, its employees, agents or contractors, or as a consequence of any fraud or forgery; or
 - c. Any improper or unauthorized use of the KIOSK Facility, and/or the failure of the Remitter to maintain the confidentiality of any personal or other information of the Remitter in relation to the use of the KIOSK Facility.

15. Any calculation, conversion, determination or certification by the Bank of a rate or amount in relation to any Remittance Transaction or utilization of the KIOSK Facility shall, in the absence of a clear and obvious error, be conclusive evidence of the matters to which it relates.

16. The Bank reserves the right, at any time and from time to time, with or without notice, to cancel, withdraw, suspend, vary, change, add to or supplement any of the services and facilities offered to Remitter hereunder. When new services or facilities are introduced, supplemental terms and conditions governing such services may be introduced and notified to Remitter in writing. The Remitter shall be deemed to have accepted and agreed to be bound by such terms and conditions upon utilization of such services or facilities.

17. The Remitter acknowledges that the KIOSK Facility is provided 'as is' without warranty of any kind, either express or implied and the Remitter 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 Bank disclaims to the fullest extent permitted by law, any warranties for the security, reliability, accuracy, timeliness and performance of the KIOSK Facility.

18. These Terms shall be governed by, and construed in accordance with the laws of Kingdom of Bahrain. The Remitter hereby irrevocably submits to the nonexclusive jurisdiction of the courts of Kingdom of Bahrain in connection with any action or proceeding that may arise out of or in connection with the KIOSK Facility. Such submission shall not prejudice the Bank's right to commence action against the Remitter in any other court of competent jurisdiction.
19. No failure or delay by the Bank in exercising or enforcing any right or option under these Terms shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Remitter or render the Bank responsible for any loss or damage arising therefrom.
20. 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.
21. Under no circumstances shall the Bank be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with accessing the Website and/or using the online services even if the Bank had been advised as to the possibility.