

Terms and Conditions for YES REMIT Facility -

- 1.1. 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.
- 1.2. YES Remit is a proprietary online remittance channel of YES BANK in technical collaboration with Times of Money Limited. The term YES Remit appearing in the website and any other places refer to the online remittance offering of YES BANK using the technology platform, back-office and operational support from Times of Money Limited.
- 1.3. Please note that by clicking on "SUBMIT" 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.
- 1.4. YES Remit , may in its discretion alter, add to or delete the Terms and Conditions from time to time without any prior notice. It is 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 YES Remit all alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the Site. 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).

2. DEFINITIONS AND INTERPRETATIONS:

- 2.1. 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-

"YES Remit"

Means the online remittance channel of YES BANK developed and maintained with technical collaboration and support of Times of Money Limited on the basis of the SLA and other written/oral contracts and covenants between YES BANK and TOML. The protections, rights, remedies, safe harbors, indemnities and recourses etc. vesting with YES Remit under these terms and conditions shall mutatis mutandis also get vested in full to YES BANK, TOML and its authorized service providers.

"Alerts"

means notices relating to various matters issued or to be issued by YES Remit.

"Call Centre"

means the call center which may be set up by YES Remit or a Service Provider to assist Visitors in connection with the Website including the Facilities displayed or offered thereon and any transactions entered into or proposed to be entered into by the Visitors in respect of such Facilities.

"Customer"

means a Registered User who avails or seeks to avail of remittance facility from YES Remit.

"Customer Account"

means one or more accounts relating to the Customer's position in respect of one or more Facilities.

"Customer ID"

means the user identification chosen by the Customer and registered with YES Remit Website which, along with the Customer Password, will enable the Customer to -

avail of Facilities and enter into transactions in respect of the Facilities, access one or more Customer Accounts, download application forms for Facilities, register a change in address, change in nominee details, payments, payment of dues, and do such other acts as the YES Remit Website may permit.

"Customer Password"

means the password chosen by the Customer and registered with the YES Remit Website which, along with the Customer ID, will enable the Customer to -

avail of Facilities and enter into transactions in respect of the Facilities offered on the Website, access one or more Customer Accounts, download application forms for Facilities, register a change in address, change in nominee details, payments, payment of dues, and do such other acts as the YES Remit Website may permit.

"Facility"

means any present and future product, service or facility displayed or offered on or through the YES Remit Website and includes remittance facilities.

"Person"

includes an individual, a company, a body corporate, an association of persons (whether incorporated or not), a trust, a partnership firm, a society and the government.

"Registered User"

means any Visitor who has registered himself with the YES Remit Website but who has not entered into any transactions in respect of the services and products offered on the Website. The term "Registered User" includes every Customer.

"Registered User ID"

means the user name that is chosen by the Registered User and registered by the YES Remit Website for access to the Website.

"Registered User Password"

means the password that is chosen by the Registered User and registered by the YES Remit Website for access to the Website.

"Service Provider"

means a Person, not being an Alliance Partner, who provides a service to YES Remit in order to enable YES Remit to operate and/or maintain the Website, provide any feature on the Website or provide any Facility which is provided under YES Remit.

"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.

"TOML"

means Times Online Money Limited, a limited liability company incorporated in India under the Companies Act, 1956, and includes its successors and assigns.

"TOML's Affiliates"

means any other body corporate which controls, is controlled by, or is under common control with, TOML. In this definition "**control**" means the direct or indirect control of 10% or more of the ownership, voting rights or equity capital of the concerned entity.

"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 and Customer.

"the Website"

means the Website of YES Remit presently maintained by TOML for YES BANK, at <http://www.yesbank.in>, and includes the pages of the Website and any applets, software and content contained in the Website.

- 2.2. Interpretation In the Terms and Conditions, unless repugnant to the context or meaning thereof, - Reference to a particular gender shall be deemed to include a reference to the other genders; and the singular shall include the plural and vice versa; and the word "includes" should be construed as if the words "without limitation" appear thereafter.

3. WEBSITE:

- 3.1. The Website primarily facilitates the display and offering of Facilities by YES Remit on a no-liability and no-obligation basis as regards TOML. Information and Facilities on the Website may be displayed and offered in a phased manner at the discretion of YES Remit. YES Remit 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.
- 3.2. **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 and the Facility (ies) offered thereunder.**

4. ELIGIBLE USERS:

- 4.1. In order to access and use the Website and avail of any Facility you must be an individual who has attained the age of majority who can enter into legally binding contracts under applicable law or a corporation, trust, association of persons or firm which can enter into legally binding contracts under applicable law. In case of a corporation, trust, association of persons or a firm, you must be authorized to agree to the Terms and Conditions and to access, use and avail of the Website and the Facilities. If you do not qualify, please do not access or use the Website or the Facility.
- 4.2. Usage of the Website and the Facilities by any individual users is subject to domestic laws of India and the country of residence of such 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 YES Remit. All users agree that they shall be solely and absolutely responsible to ensure that the usage of the website is in conformity with the laws of the land to which they are

subject to. YES Remit 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.

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

5.1. Only limited access to the Website is available to non-registered Visitors. Non-registered Visitors may not be permitted to avail of the Facilities. 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.

5.2. 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 YES Remit for any losses caused to YES BANK and TOML due to any information provided by you being untrue, inaccurate, not current or incomplete in any respect, and YES Remit shall not be responsible for any losses sustained by you due to any information provided by you to YES Remit, being untrue, inaccurate, not current or incomplete in any respect. If any information provided by you is untrue, inaccurate, not current or incomplete, YES Remit, has the right to terminate your registration and refuse you access to or use of the Website or any Facilities.

5.3. 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; and upon registration as a Customer the Website will register your Customer ID and Customer Password.

5.4. You will be solely and absolutely responsible for maintaining the secrecy and confidentiality of all your IDs and passwords (which term includes T-PINs) 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 YES Remit and hold YES Remit 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 YES Remit via e-mail and 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 authorize; or any inaccurate information in your account balances, securities positions or transaction history and ensure that you logout from your account at the end of each session.

5.5. Any transaction or activity pursuant to use of your ID or Password shall be deemed to be your transaction or activity and YES Remit shall have no obligation to verify the authenticity of any such transaction or activity. YES Remit, 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.

- 5.6. If you forget your ID, you can send a written request to YES Remit at the address provided on the Website giving your date of birth and some other identifying details acceptable to YES Remit. On YES Remit being satisfied of your identity (which satisfaction shall be entirely at the discretion of YES Remit), YES Remit shall send the ID to your e-mail address registered with YES Remit. You shall be responsible for continuing to maintain this e-mail address. YES Remit, shall not be liable if it declines to furnish the ID by reason of it not being satisfied as to your identity.
- 5.7. If you forget your password, you can send an e-mail (or such other message as YES Remit may specify) to YES Remit at the address provided on the Website giving your Customer ID and date of birth and such other information, if any, as YES Remit may require. On YES Remit being satisfied of your identity (which satisfaction shall be entirely at the discretion of YES Remit), YES Remit shall send the password to your e-mail address registered with YES Remit. You shall be responsible for continuing to maintain this e-mail address. YES Remit shall not be liable if it declines to furnish the password by reason of it not being satisfied as to your identity.
- 5.8. If you forget your password, YES Remit may, subject to verification and satisfaction as stated above, instead of sending you your password, generate a new password for you which shall be communicated to you at the e-mail address provided by you. For your security reasons you must change this password as soon as it is received by you, 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, YES Remit 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 ID or password.
- 5.9. Notwithstanding anything stated elsewhere in the Terms and Conditions, and despite correct use of your ID and password, YES Remit 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 YES Remit may deem fit.
- 5.10. 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, YES Remit shall have the right to require you to communicate instructions and authorize 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).

6. CONDUCT OF VISTORS, REGISTERED USERS AND CUSTOMERS:

- 6.1. 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 YES Remit) or engage in spamming or flooding;

post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;

post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained from or through the Website for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

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 YES Remit 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 will 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 YES Remit of the same in writing.

- 6.2. 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.
- 6.3. 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.

7. OTHER TERMS:

- 7.1. YES Remit 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. YES Remit shall be entitled, in its sole and absolute discretion, to refuse to comply with 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 authorized by you, such cancellation is not guaranteed by YES Remit. 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. YES Remit shall have the right to, and you hereby authorize YES Remit to, verify any information provided by you.

- 7.5. YES Remit shall endeavour to take reasonable measures, which may include encryption, to ensure that your personal information is not disclosed to any person except to YES BANK, TOML & its authorized Service Providers and such other persons to whom the information may be provided as per YES Remit's **Privacy Policy**. However, the Internet is an open system and YES Remit cannot, and does not, guarantee that the personal information which you furnish will not be intercepted or accessed by others and decrypted. YES Remit, YES BANK, TOML 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, YES Remit 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 non-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.
- YES Remit has not verified and shall not be liable or responsible for any content or other information on the Website or on web-sites linked to or with YES Remit. YES Remit does not, in any way, certify or warrant the performance, operation, content or availability of the Website or such other websites. Although YES Remit 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.
- YES Remit 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, tortuous 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, neither timesofmoney.com and its information suppliers 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. YES Remit, 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 YES Remit or the Website (except where YES Remit, YES BANK or TOML are expressly stated to be owner, advertiser, manufacturer, provider and supplier thereof).
- 8.6. YES Remit operates and offers the Website strictly on a no-liability basis and YES Remit 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 YES Remit, 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. If any disclaimers or limitation of liability in the Terms and Conditions are held to be unenforceable, the maximum liability of YES Remit to you shall not exceed the amount of fees paid by you to YES Remit for the Facilities, products or services that you have ordered or availed of on or through the Website.
- 8.8. **Delays in the Transactions and Non-Liability for Damages**
While YES Remit, or its alliance partner, shall endeavour that your instructions and your transactions pursuant to Facilities provided by YES Remit are communicated, carried out and/or performed promptly, YES Remit does not guarantee that any instructions will definitely be communicated or carried out or that any transactions will definitely be performed; and YES Remit, 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 YES Remit.
- 8.9. YES Remit, shall not be responsible for any inability to access the Website or any use or misuse of the Website.
- 8.10. Any search results displayed by or on the Website are automated and cannot be screened. Accordingly, YES Remit 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.

8.11. YES Remit shall not be responsible for any unauthorised interception of e-mail to or from you & YES Remit.

8.12. To the extent possible, the disclaimers, limitations on liability and indemnities available to YES Remit under the Terms and Conditions shall mutatis mutandis extend and be available also to YES BANK, TOML and its / their respective directors, officers, employees, agents, successors, assigns, consultants, sponsors, affiliates, content providers and every one 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 YES Remit is forged.

8.13. 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 YES Remit 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 YES Remit so that it can be corrected.

8.14. Links from the Web Site -

8.14.1. 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 YES Remit. YES Remit assumes no responsibility whatsoever for such other websites whether as to content, availability, performance or otherwise.

YES Remit, or its alliance partners, also does not represent or warrant that these links shall operate satisfactorily. YES Remit provides these links only as a convenience and links to external web sites do not constitute an endorsement by YES Remit of such other sites, the sponsors of such sites or the content, products, advertising or other materials presented on or by such sites. YES Remit 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. YES Remit offers its Facilities strictly on a no liability basis. Accordingly, while YES Remit, shall endeavour to offer such Facilities as per their terms, no claim shall lie against YES Remit and YES Remit, 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 YES Remit or on any other account whatsoever. You should avail of Facilities provided by YES Remit 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 and other writings and abide by the specified procedures.

9.3. If you wish to avail of a Facility, you may be asked by the YES Remit 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 YES Remit will be accurate, complete and current. You agree not to hold YES Remit liable for any loss or damage of any sort incurred as a result of any such dealings with any Alliance Partner.

- 9.4. You hereby authorize YES BANK Ltd. to call you at any time during the business hours, through any of its authorized representatives for providing information pertaining to YES Remit Online Money Transfer facility. YES 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 YES Remit 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 YES Remit. While YES Remit endeavors to post accurate and updated information on the Website, you verify the same before taking any action or entering into any transaction. YES Remit 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. You agree to pay all charges incurred by users of your ID and password and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes, and shipping/transportation and handling charges relating to purchases through the Website.
- 9.7. The records of access, instructions, transactions and other activities maintained or caused to be maintained by TOML or YES BANK through its 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.
- 9.8. Facilities are offered only to persons who are residents or citizens of states and countries where YES Remit can offer and provide such Facilities. By offering Facilities on this Web Site, YES Remit meaning YES BANK, TOML or any other service providers (as the case may be) are not attempting to offer or provide facilities outside their authorized states or country.
- 9.9. YES Remit 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, YES Remit does not guarantee the timeliness, accuracy, completeness, reliability or content of the information and any changes that are made with respect to the same.
- 9.10. **Alerts -**
YES Remit 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 YES Remit nor the Service Providers would be responsible or liable for non-dispatch or delay in dispatch of the Alerts by YES Remit and/or the Service Providers or any delay in receipt or non-receipt of the Alerts for any reason whatsoever. Under no circumstances shall YES Remit 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 YES Remit which would have been payable in the event of proper receipt of the Alerts.

10. Remittance Facility

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 remit or send foreign currency (i.e. currency which is not Indian currency) from a country outside India to an account in India after conversion into Indian Rupees. This facility is a technology platform for a facility that enables remitting funds from outside India into India. The facility is offered by YES BANK by use of TOML's web technology platform. TOML only provides the technology platform for recording remittance requests with back office support for order tracking and communication. YES BANK is responsible for acting on the remittance requests, collecting money in foreign currency, converting it into INR and remitting it to the beneficiary in India as instructed by the remitter of funds i.e. you. **The foreign exchange conversion rate shown for the calculation on the Website is only indicative 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 conversion rate that will actually be applied to the foreign exchange sent by you (the remitter). YES Remit shall in no way be held responsible and/or be liable for any loss suffered by the Visitors, Registered Users and Customers due to any charges, costs, interest or expenses charged by bank where the Visitors, Registered Users and Customers maintains their bank account. YES BANK will apply the foreign exchange conversion rates prevailing on the day of conversion and no further communication / confirmation from the remitter shall be required for this. By using YES Remit facilities for remittances, the user gives the express, irrevocable authority to YES Remit & YES BANK 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 YES BANK with full details of remitter and beneficiary) and disburse the converted rupee amount as per the instructions provided by the remitter through the website. YES REMIT shall be entitled, in its sole discretion, to refuse to comply with your instruction, in the event of any inaccurate, obsolete and incomplete information about yourself as inserted in the YES REMIT website, YES REMIT shall refund the funds back to you and the charges (if any) on account of refund due to incomplete information provided by you shall be borne by yourself.

YES Remit shall in no way be held responsible and/or be liable for any loss suffered by the Visitors, Registered Users and Customers due to the rejection of the remittance amount on account of any reasons, including foreign exchange conversion rate. You should pay the foreign currency as per the instructions stated on the Website by acceptable mode as mentioned on the website. YES Remit 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 of YES BANK in 'clear funds'. Thereafter, after deducting the appropriate charges/fees, the money will be transmitted by YES BANK to the bank account in India designated by you. If it comes to the notice of YES Remit that you had insufficient funds in the account from which you requested the remittance of money, YES Remit may cancel the requested remittance transaction and you the Customer shall bear full liability and responsibility for the same.

The Visitors, Registered Users and Customers agree and confirm that YES Remit will only remit the foreign currency amount that has been remitted by such Visitors, Registered Users and Customers from their bank account to the designated account of YES BANK, irrespective of the foreign current amount entered in the YES REMIT website by the Visitors, Registered Users and Customers. YES Remit shall in no way be held responsible and/or be liable for any mismatch between the foreign currency amount remitted from the bank account of the Visitors, Registered Users and Customers and the foreign currency amount entered into the YES REMIT website,

including but not limited to foreign currency conversion rates, payment to the beneficiaries of the remittances or any other query, claim or dispute. In the event the above is learnt by YES Remit after the recipient of the remittance has encashed the DD or otherwise received the remittance, you the Customer will be liable to reimburse YES BANK of the amount remitted and any other charges and costs incurred by YES Remit. You agree to pay to YES BANK such amount immediately upon first demand along with interest @ 2% per month from the date of the remittance by YES BANK till the receipt of funds by the Bank from you. You also agree to pay for all costs associated with the recovery of amounts owed to YES BANK, TOML or its service providers, including reasonable attorney's fees and court fees. YES Remit, YES BANK or TOML shall also be entitled to inform any credit bureau or any other person or entity if you fail to pay/reimburse such amount or any part thereof to the Bank.

While it shall be YES Remit's endeavour to adhere to the time schedule indicated by it on the Website, YES Remit 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. YES Remit shall not, under any circumstances, be responsible for any loss suffered due to any fraud or other actions of the Customer. 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. YES Remit 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 Foreign Inward Remittance Certificate, 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. YES Remit may recover an all inclusive fee of Rs. 500/- in getting such changes made.

YES Remit 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. YES Remit will, however, assist you in contacting the Bank to facilitate resolution of such queries, claims and disputes to the best of YES Remit's ability.

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.

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

In the event where remittance amount mentioned by the customer on YES Remit website is less than the amount received in YES BANK's NOSTRO account, In such event YES Remit will try to contact the customer for clarification and in case of failure to contact the customer in such scenario YES Remit shall refund back the amount received in Yes Bank's Nostro account to the customer after deducting applicable refund charges.

In the event where remittance amount mentioned by the customer on YES Remit website is more than the amount received in YES BANK's NOSTRO account, In such event YES Remit

will try to contact the customer for clarification and in case of failure to contact the customer in such scenario YES Remit shall refund back the amount received in Yes Bank's Nostro account to the customer after deducting applicable refund charges..

Notwithstanding anything contained hereinabove in the event where remittance amount mentioned by the customer on YES Remit website is more than the amount received in YES BANK's NOSTRO account and such amount received is less than the applicable refund charges then in such an event YES Remit shall not be liable to refund back the remittance amount received from the customer. Further in such an event YES Remit shall in no way be held responsible and/or be liable for any queries, errors, disputes or delays in money transmission, payment to the beneficiaries of the remittances.

In case of SGD Remittance Only:

In the event where remittance amount mentioned by the customer on YES Remit website is less by 0 to 50 Singapore Dollar than the amount received in YES BANK's NOSTRO account, in such an event the amount received by YES Remit on the YES BANK's NOSTRO shall be processed for disbursement to the beneficiary/ies.

It is clarified by YES Remit that all the funds for remittance in SGD received in YES BANK's NOSTRO account during the period 9 am to 3 pm (Singapore Time) shall be processed by YES Remit on the next working day subject to a condition that the transaction is booked on the YES Remit portal and YES BANK is open for business in India.

The rate at which SGD is converted to INR would be a rate which shall be decided by YES BANK at its sole discretion.

In case of AUD remittances only:

Every remittance request will generate a unique Account number. The customer needs to key in the BSB (**Bank State Branch, referred to as "BSB" is the name used in Australia for a bank code, which is a branch identifier**) and the recipient's account number on his net banking platform. In the event a wrong BSB or wrong recipient account number is keyed into on the retail net banking platform, the remittance request shall be rejected and the amount shall be refunded to the remitters account, subject to the other terms and conditions above. YES BANK shall not be liable for any delays arising out of any remittance request being rejected due to any incorrect details being provided by the customer.

11. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS:

YES Remit brand name, logo, service mark and contents are the property of YES BANK Limited. TOML is the owner and/or authorized user of any trademark, registered trademark and/or service mark relating to Times of Money. 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 either jointly or severally by YES BANK and TOML. 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 YES Remit (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 YES BANK, TOML 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. YES Remit 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.

12. AUTHORITY TO YES REMIT:

You irrevocably and unconditionally authorise YES Remit, 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 YES Remit; and YES Remit 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. YES Remit shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise expressly agreed by it directly with you. YES Remit shall be deemed to acquire from you a non-exclusive, world-wide, perceptual, irrevocable, royalty free license 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.

13. 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, YES BANK, TOML or Service Provider, except where otherwise specifically agreed or appointed.

14. NO OBLIGATION FOR MAINTENANCE:

YES Remit has no obligation to monitor the functioning of the Website. However, you acknowledge and agree that YES Remit 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, Users or Customers. YES Remit will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. YES Remit reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the Terms and Conditions.

15. INDEMNITY:

You agree to defend, indemnify and hold YES BANK, TOML, 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 ID and password, and any claims dispute or differences between you and any Supplier.

16. TERMINATION:

16.1 Termination by TOML/Website -

You acknowledge and agree that YES Remit may, without notice, suspend or terminate your 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 YES Remit in its sole discretion believes violate any of the Terms and Conditions, violate the rights of YES Remit, or is otherwise inappropriate for continued access, or IF YES Remit 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 YES Remit) or for any other reason which YES Remit thinks fit and proper.

16.2 You acknowledge and agree that YES Remit may in its sole discretion deny you access through YES Remit to any materials stored on the Internet, or to access third party services, Facilities, merchandise or information on the Internet through the Website, and YES Remit 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.

Termination by You -

You may request for termination of this Facility at any time by giving a written notice of at least 15 days to YES Remit. The termination shall take effect on the completion of the fifteenth day from the date of receipt of the notice by YES Remit. 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.

YES REMIT shall be entitled, in its sole discretion, to deactivate all registration made by Visitors, Registered Users and Customers which has been incomplete for a period that can be decided by YES BANK at its discretion or any account of the Visitors, Registered Users and Customers which has been dormant for a period that can be decided by YES BANK at its discretion.

In the event of de activation of the account by YES REMIT, the Visitors, Registered Users and Customers shall be required to contact the TOML contact centre and provide all or any such information or details as sought by YES Remit.

17. GOVERNING LAW & JURISDICTION:

- 17.1 The Website, the Terms and Conditions, all transactions entered into on or through the Website and the relationship between you and YES Remit 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.
- 17.2 You and YES Remit 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 YES Remit 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 YES Remit so thinks fit YES Remit may institute proceedings against you in any other court or tribunal having jurisdiction.
- 17.3 YES Remit, and its alliance partner, 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.
- 17.4 Subject to the other Terms and Conditions and applicable law, the Website and the Facilities are offered both to residents of India and to non-residents. 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.

18. NO WAIVER:

The failure or delay of YES Remit 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 YES Remit shall be valid unless it is in writing signed by or on behalf of YES BANK and TOML jointly.

19. 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.

20. 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.

21. NOTICES:

- 21.1 YES Remit may give notice to you by e-mail, letter, telephone or any other means as may be deemed fit to the address last given by you. Notices under the Terms and Conditions may be given to you in writing by delivering them by hand or by sending them by post to the address mentioned on the Website. YES Remit shall not be bound to, act upon notices and instructions given to you by e-mail, letter, telephone or any other means as YES Remit may deem fit.
- 21.2 In addition, YES Remit may (but shall not be bound to) also publish notices of general nature, which are applicable to all Visitors, Registered Users or Customers 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, Registered User or Customer (including you).
- 21.3 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 YES Remit 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 e-mail address provided by you to YES Remit. YES Remit shall also be entitled to act on the basis of any instructions received or purported to be received by YES Remit from you by e-mail or other electronic means or via the internet. YES Remit shall also be entitled (but not bound) to act upon fax instructions and communications after making basic due diligence.

22. MISCELLANEOUS:

- 22.1 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.
- 22.2 TOML or YES 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.
- 22.3 YES Remit 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.
- 22.4 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.

- 22.5 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 Customer ID and the Customer 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.
- 22.6 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.

BY ACCESSING AND / OR USING THIS WEBSITE OR PORTION / PAGE THEREOF AND / OR ANY FACILITIES YOU AGREE TO THE TERMS AND CONDITIONS.