

Ordering Service terms and Conditions

By accessing the Ordering Tool ("SWIFT India Ordering Tool") made available by SWIFT India Domestic Services Private Limited ("SWIFT India"), you declare that you have full capacity and authority to use the SWIFT India Ordering Tool for and behalf of your organisation (the 'Customer') and that you accept these Ordering Tool Terms and Conditions ("Ordering Terms and Conditions") on the following terms and conditions.

The SWIFT India Ordering Tool is a Business-To-Business online service. You may only use the SWIFT India Ordering Tool on behalf of a Business Customer and not as an individual Customer.

1. Parties. The SWIFT India ordering tool is made available to the Customer by SWIFT India, a private limited company, incorporated in India, with registered address at #1302, Tower-3, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road (West), Mumbai 400013, India. The Ordering Terms and Conditions govern the arrangements between the Customer and SWIFT India regarding the use of the SWIFT India ordering tool.

2. Contractual Framework. The Ordering Terms and Conditions current at the time of accessing the SWIFT India ordering tool apply to the use of the SWIFT India ordering tool. The provision and use of any SWIFT India services and products ordered and other arrangements made through the SWIFT India ordering tool are subject to the SWIFT India General Terms and Conditions or those other specific terms and conditions that are presented online, and any related contractual documentation (typically, the service description). The use of www.swiftindia.com is governed by its Terms of Use. SWIFT India reserves the right to modify the Ordering Terms and Conditions and the SWIFT India ordering tool at any time and without prior notice.

3. Use of the SWIFT India ordering tool on behalf of an affiliated user.

By using the SWIFT India ordering tool on behalf of an affiliated user, the Customer warrants that:

1. it has the necessary capacity and authority to act and enter into contractual arrangements with SWIFT India for and on behalf of such affiliated user;
2. it shall inform such affiliated user of any act performed or contractual arrangement executed on its behalf; and
3. it shall advise such affiliated user of the specific terms and conditions that are applicable to it in connection with any such act or contractual arrangements, and it shall ensure that such affiliated user complies therewith.

4. Acknowledgement of Receipt and Acceptance. Upon successful online submission through the ordering tool made available by SWIFT India, SWIFT India will acknowledge receipt of the submission by a system-generated e-mail. Upon successful validation, SWIFT India normally confirms by separate email acceptance of the order, update or termination notice. Acceptance is therefore effective upon such confirmation or, in the absence of any such confirmation, upon the effective performance by SWIFT India (typically, upon delivery or activation of the ordered SWIFT India product or service),

whichever occurs first. No order, update or termination notice shall be binding upon SWIFT India unless accepted by SWIFT India.

5. Pricing. The pricing for the provision of the SWIFT India services and products are as notified by SWIFT India from time to time (typically, in a price list or a valid quotation). For the avoidance of any doubt, the reference of a valid quotation in your order prevails on SWIFT India standard pricing. The invoicing and payment terms and conditions are typically set out in the then current pricing and invoicing document.

6. Availability and Liability. SWIFT India cannot guarantee that the SWIFT India ordering tool will be permanently available. The SWIFT India ordering tool could be temporarily unavailable e.g. for reasons of maintenance etc. SWIFT India shall not be liable to the Customer or any third party for any damage, loss or cost, whether direct or indirect, that may arise from any unavailability or use of the SWIFT India ordering tool.

7. Electronic consent. The Customer recognizes the validity of consent expressed by electronic means, including by clicking buttons (e.g. 'I Accept', 'Submit' or 'Next' buttons) and ticking boxes, and agrees to consent by such means to the terms and conditions applicable to it.

8. Electronic Agreements. The Customer agrees to be bound by the validity, enforceability and admissibility in evidence of electronically accepted agreements and exchanged messages (e.g. orders, order acknowledgements and order confirmations), as if any of these were made in writing.

9. Electronic Records. SWIFT India's electronic logs and records (typically, the copy of an order acknowledgement) shall be deemed correct, conclusive and sufficient evidence of any act executed through the SWIFT India ordering tool, unless proven otherwise. No party will refuse as evidence or contest the admissibility of such logs and records in evidence by virtue of the fact that these are in electronic form.

10. Use of Passwords. The Customer accepts and agrees that any password supplied to it by SWIFT India is strictly personal and may only be used by its designated employee or officer. The Customer shall notify SWIFT India immediately of any change of an employee's or officer's right to use the password, including the revocation thereof, or of a breach of security or other compromise of the password. As long as SWIFT India is not informed of any such change or event, SWIFT India may legally assume that it has not occurred. The password may only be used for its authorised and legal purposes. In particular, the password cannot be used (i) for or on behalf of any other legal entity or organization or (ii) to perform operations other than related to the SWIFT India services and products offered on www.swiftindia.com. Any use made of the password shall irrevocably be deemed as a legally binding use made by that Customer. The Customer is solely and exclusively responsible for safeguarding the security of the password and related usage information. The Customer should in particular protect these data against loss, disclosure, theft, modification or unauthorised use. It is the Customer's sole and exclusive responsibility to check and safeguard that the password is used in accordance with this section and any other applicable terms and conditions. The Customer shall indemnify and hold SWIFT India harmless from any frauds, wrongful acts, or falsehood or misrepresentation due to unauthorized use of the password.

11. Severability. Whenever possible, each provision of the Ordering Terms and Conditions shall be interpreted in such manner as to be effective and valid under Indian law. In the event that any provision of the Ordering Terms and Conditions shall be declared unlawful or unenforceable by a final judgment, such provision shall be deemed severed from the Ordering Terms and Conditions, but every other provision thereof shall remain

in full force and effect. Any provision declared unlawful or unenforceable shall be substituted by a provision reflecting its original intent as closely as possibly permitted under Indian laws.

12. Governing Law and Jurisdiction. The Ordering Terms and Conditions and any use made of the SWIFT India ordering tool are governed by Indian laws. Any claim or dispute hereunder that cannot be solved amicably shall be submitted to arbitration. The arbitration shall be conducted by a sole arbitrator selected and appointed by SWIFT India and such arbitration shall be governed by the rules of the Indian Council of arbitration. The venue of arbitration shall be Mumbai, India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding on the parties.

13. Time Limit for Claims. To enable SWIFT India to entertain your claim relating to the use of the SWIFT India ordering tool, SWIFT India must receive it within three (3) months upon SWIFT India's acceptance of the order by e-mail or upon the effective performance by SWIFT India (typically, upon delivery or activation of the ordered SWIFT India product or service), whichever occurs first.

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