

TERMS AND CONDITIONS FOR RTGS 24X 7 EXECUTED IN THE RBI RTGS SYSTEM ("Terms and Conditions")

Pursuant to the extant Reserve Bank of India ("RBI") Regulations, Societe Generale Bank ("Bank") is offering to its clients, the Real Time Gross Settlement 24x7 Facility ("RTGS Facility") through the RBI RTGS system. Please do take note of the following Terms and Conditions with respect to the RTGS facility provided by Bank:

1. RTGS Facility will be available to customers who have agreed to all applicable documentation for online internet banking in favour of the Bank ("Customer").
2. All incoming RTGS transactions will be credited into the Customer account within 30 minutes on the same working day irrespective of the amount.
3. All incoming RTGS transactions received on days when banks in India are closed for normal business/holidays will be credited to the Customer account within 30 minutes on the same working day and will carry the value date of the holiday and the transaction date of the next working day.
4. Any incoming RTGS transactions that fall under Schedule 1 will be auto-rejected within the applicable cutoff of 1 (One) hours.
5. With respect to outgoing RTGS transactions, provided the requisite amount of funds are available in the account of the Customer, post the banking cut-off time, as communicated by the Bank from time to time ("Bank Cut-off time") on each working day or when banks are closed for normal business/holidays for any transaction until 8:00 am on the next working day, the total permissible amount that can be transferred through the online channels will be limited to INR 25 lakhs (Rupees Twenty Five Lakhs only) per Customer, irrespective of the number of accounts held by the Customer with the Bank.
6. Post Bank cut-off time, any outgoing RTGS transaction above INR 25 lakhs (Rupees Twenty Five Lakhs only) will be handled as per Schedule 2.
7. The limit of Rs. 25 Lakhs per customer is the total limit inclusive of NEFT & RTGS across any online banking channel.
8. The Bank's online banking downtime is detailed at Schedule 3.
9. The Bank shall not be liable for any loss of damage arising or resulting from delay in transmission delivery or non-delivery of electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or any other action beyond its control.
10. The Customer shall be responsible for the accuracy of the particulars given in the payment instructions and shall be liable to compensate the Bank for any loss, damage, costs, whatsoever arising on account of any error in the payment instructions.
11. Transaction fee as applicable may be levied on your account for RTGS Facility.
12. The Bank can withdraw the RTGS Facility by giving reasonable notice to the customer through such medium as it may deem appropriate.
13. The Customer agrees that the payment instruction shall become irrevocable upon execution by Bank and the Customer shall be bound by any payment executed by the Bank thereto if the Bank had executed the payment order in good faith and in compliance with applicable legal and regulatory requirements.
14. The Customer agrees that no special circumstances shall attach to any payment order executed under the RTGS Facility and under no circumstances Customer shall be entitled to claim any compensation in excess of that which is provided in clause (9) above, for any breach of contract or otherwise.
15. The Bank shall execute payment instructions issued by the Customer duly authenticated by him as verified by the security procedure of the Bank as followed by the Customer, unless: (a) the funds available in the account of the customer are not adequate or properly applicable to comply with the payment order; (b) the payment order is incomplete or it is not issued in the agreed form; (c) the payment order is attached with notice of any special circumstances; (d) the Bank has reason to believe that the payment order is issued to carry out an unlawful transaction; (e) the payment order cannot be executed under the RBI RTGS System; (f) any other such instances as may be reasonably determined by the Bank in good faith.
16. No payment order issued by the Customer shall be binding on the Bank until the Bank has accepted it.

17. The Bank shall, upon execution of every payment order 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.

18. The Bank shall issue to the Customer a duly authenticated record of the transaction after completion of the funds transfer and also issue at the end of each month, a statement of account.

19. The Customer agrees that the Bank shall not be liable to compensate the Customer due to an unforeseen event (including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other Acts of God, war, damage to the Bank's facilities or of its correspondent bank(s), absence of the usual means of communication or all types of transportation, etc. beyond the control of the Bank prevents it from performing its obligations within the specified service delivery parameters.

19. These Terms and Conditions and any modification thereto shall govern every payment order issued by the Customer and shall remain valid and binding on the Customer as and when and on each occasion the Customer opts to make a transfer payment using the RTGS Facility.

20. The Customer understands and agrees that nothing in these Terms and Conditions shall be construed as creating any contractual or other rights against the RBI or any participant in the RBI RTGS System other than the Bank. These Terms and Conditions shall be read together with the Customer Compensation Policy available at

https://www.societegenerale.asia/fileadmin/user_upload/Societe_Generale_websites/Asia/India/Regulatory_Information/Policies/Customer_Compensation_Policy_.pdf

21. The Customer has gone through and understood the RBI (RTGS System) Regulations, 2013 (“**RBI Regulations**”) and agrees that the rights and obligations provided therein in so far as it relates to the originator shall be binding on him/it regard to every payment order issued by him/it for execution in the RBI RTGS System.

22. These Terms and Conditions shall be in addition to and not in derogation of the relevant RBI Regulations, including but not limited to the RBI Regulations, as amended from time to time. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them in the RBI Regulations.

23. Updates to these Terms and Conditions shall be made on the website of the Bank and the Customer agrees to read the Terms and Conditions each time while using the RTGS Facility.