1. Unless otherwise expressly and specifically agreed in writing, Samba Financial Group (Samba) may at its discretion convert into foreign values, the funds that are received. The bank's statement in writing that it has effectuated such conversion shall be conclusive and binding on the customer.

2. Currency of transfer if different than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at our correspondent’s or agent's buying rate unless the payee by arrangement with our paying correspondent or agent obtains payment in some other currency upon payment of charges if any connected therewith.

3. All transfer of funds will be in accordance with applicable regulations and Samba will retain its customary right to transfer of funds. In doing so, Samba will be free, on behalf of the customer, to make use of any correspondent or agent. In no case will Samba or its correspondents be held liable for any malfunctions, omissions, interruptions, errors or delays occurring in the wire, cable or mail or on the part of any postal and telegraph authority or any employee of such authority or company or through any cause beyond the control of Samba or its correspondent respectively. Samba shall not be liable for any error, neglect or default, act or omission of any correspondent, agent or sub-agent or of any employees. Samba shall also not be liable to the customer if any transfer of funds is refused on the grounds of regulatory orders or if the funds are blocked by a regulator.

4. Samba shall have no liability to a customer or beneficiary except due to its willful misconduct or gross negligence, and this liability shall not exceed the amount to be remitted, and in no circumstances shall be liable for any indirect or consequential losses.

5. A SpeedCash remittance typically takes one to three business days and SpeedCash services may vary within second countries. Correspondent Bank may apply its/our instructions to the remittance. Samba will use its best efforts to ensure timely processing of the remittance transactions, but makes no suggestions, claims or warranties regarding the time for effecting the payment as the SpeedCash service, in general, depends on a number of factors which are beyond the control of the Bank.

6. Refund of remittances will not be possible except in cases, where the payment has not been made to beneficiary for whatever reason and funds are returned by the correspondent bank. Please note that a charge (as determined by Samba) from time to time will be collected from the customer if owing to incorrect information on this form, or as a result of events beyond Samba's control, the remittance is returned by the correspondent bank. In such cases Samba reserves the right to make a refund to the customer in the converted currency.

7. The exchange rate applicable to the transfer will be the exchange rate announced by the Bank (during normal banking hours) on the day of the remittance. In the event of return of transfers, amendment, change to the original instructions, exchange rate or any cancellation of the remittance, the customer shall be liable to inform the Bank about the return of the said funds shall be borne by the customer. The amount refunded to the customer will not exceed the principal remittance amount.

8. I/ We acknowledge that Samba shall make transmissions to the beneficiary based on the instructions provided me/us and that Samba shall have no liability (whether direct or indirect) in the event the beneficiary fails to receive the money on account of any act or omission by the correspondent receiving bank or any intermediate bank.

9. The funds may be used by the customer to any extent, to which our instructions to the correspondent bank are not contrary. We/ I confirm and consent that Samba may share all my/our relevant information which may be used by Samba or its correspondent bank or its agent or sub-agent or its employees for the purposes of this transaction.

10. On our request of the customer, Samba will provide a copy of the remittance agreement/ transaction advice within 15 working days from the date of receipt of such request.

11. I understand and confirm that the Remittances are for personal purposes only and that I cannot and will not be remitting any money for business purposes. I further confirm that these remittances are not being done on anyone else's behalf.

12. Confirm that the funds that shall be remitted will be from legal sources, and I am liable for their being free from any forgery or counterfeiting, and if the bank receives any counterfeit notes, I will not be compensated.

13. Whilst the upfront charges applicable are mentioned in the Transactions advice, I understand that there may be additional charges deducted by the Correspondent &/or the beneficiary bank/ entity from the remittance amount being paid to the beneficiary. Any charges, taxes or duties levied by government or government agencies or any acts of government resulting in additional costs or expenses to the bank or its correspondents and agents in respect of remitted funds shall be for the account of the Customer and may be deducted from the amount to be remitted.

14. If the Bank's correspondent bank or its agent fails to deliver the remittance within 90 calendar days, the bank shall have the right, but not be obliged to claim, the funds back from the Bank's correspondent bank or its agent without the Customer's approval. Such funds shall be held by the bank until further instructions are received from the Customer.

15. I confirm that the funds are being remitted / received (as applicable) for legitimate purposes, and shall not be used for funding of illicit arms dealings, blood diamonds, or any other illegitimate activity. I further confirm that I am providing true information and shall be fully responsible for any consequences of the above information being found not true.

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