



PAYMENT BY CARD

TERMS & CONDITIONS

Terms & Conditions for use of Credit/Debit card for Payments (POS)

Introduction

This Service is offered by Punjab National Bank (International) Limited (Bank) having its registered offices at 1 Moorgate, London EC2R 6JH Great Britain.

By completing the information required for the transaction, providing access to the funds, providing proof of identification & address as required and by accepting the Terms and Conditions, the customer consents to the execution of the transaction.

Service

This agreement is for Bank to provide customer with the service, which allows customer to carry out financial transactions in his account with Bank or remit money as per customer's instructions. In order to use this service, customer is required to submit duly filled in Pay-In-Slip in case of Bank transfer and the Money Transfer Form (MTF) in case of remittance

- Our agreement with the customer is that we will take reasonable care to provide this Service.
- These conditions apply to both services of Remittance transfer and Account Payment transfer, except Bank says otherwise.
- Customer must be adult (18 years of age or more) to use this service.
- By accepting these terms, customer declares and certifies the authenticity, accuracy and completeness of the information supplied in the application and/or signed documents as well as all photocopies of documents supplied.
- This service is for remitter's personal use only. One cannot send a transfer on behalf of a third party.
- Customer agrees to use this service only for bona fide and lawful purposes. No one may use this service to conduct gambling activities or any illegal activity.
- Bank is required to screen all transactions against lists of names provided by the governments of the countries and territories in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the H M Treasury, UK. If a potential match is identified, Bank investigates the transaction and requests customer to provide additional identification and other information, delaying transactions. This is a legal requirement for all transactions processed by Bank.
- Bank may report suspicious activity to appropriate law enforcement organizations or other government agencies.
- Customer acknowledges and agrees that information about him and the services Bank provides to him, may be provided by Bank from time to time to regulatory or governmental authorities, bodies or agencies where Bank is required by law to do so or Bank feels that such disclosure may help to combat fraud, money laundering offences or other criminal activity.
- Customer will not initiate a money transfer or account payment transaction in breach of these Terms and Conditions.

These Terms & Conditions

It is important that customer reads and understands these Terms and Conditions before he accept them. Bank may change these Terms and Conditions from time to time.

Agreement

This agreement is between Punjab National Bank (International) Limited and customer. Customer is only authorised to use Credit/Debit card payment service only if customer agrees to be bound by these Terms & Conditions. Customer will not use this service for any purpose that is unlawful or for any use that is in breach of these Terms & Conditions. Customer agrees that he has the legal capacity to use this service under these Terms & Conditions. Customer agrees to be fully responsible for his use of this service.

Customer agrees to pay Bank charges for each transaction which he initiates under this Service.

Customer must pay for the principal amount of a transaction and Bank's fees and charges as stated in the *Schedule of Charges*. Customer authorises Bank to charge his card issuer for the principal amount and Bank charges for each transaction before Bank carry out the transaction.

Charges

- If paying by credit card, customer's credit card will be charged as soon as we accept request for the transfer.
- Customer's card issuer may charge fees in connection with his payment for a transaction.

- After executing a transaction, if Bank is unable to collect payment from customer's debit or credit card or that payment is later reversed by the card issuer, customer will be responsible for payment of Bank's cost and losses.

Remittance Transactions

- The applicable exchange rate and the converted amount will be stated in the Money Transfer Form and the payment amount in the Receipt.
- The prevailing Rupee exchange rate is available from our website and/or by telephoning the Bank.
- Amount is converted at Bank's then current rate of exchange.
- Bank's rate of exchange is based on commercially available interbank rates plus a margin.
- The currency will be converted at the time of transfer and the receiver/beneficiary will receive the Indian Rupee currency amount shown on this Money Transfer Form.
- This Service is for sending money to customer's own account or to an individual/institution known to the customer.
- This service should not be used for making a commercial payment that directly or indirectly facilitates the purchase of goods and services.
- There are limits on remittance amount as per schedule of charges.
- To remit funds to beneficiary's Bank account in India (remittance transfer).
- The remittance can only be in Indian Rupees to India.
- Once transaction has been accepted by the Bank and the money has been collected from customer's credit card or debit card, the remittance transaction will be carried out on the same day or customer's account will be credited on the same day, subject to limits as per *Schedule of Charges*.
- There is no charge for the remittance (through this service) to the remitter/sender for remittance to Indian branches of Punjab National Bank.
- Charges for remittance to other Indian Banks are as per schedule of charges.
- The Sender/remitter will bear all other fees for the money transfer, if payable.
- Customer is hereby made aware that once a transaction for remittance is entered by accepting payment through card the transaction cannot be reversed and he or she is responsible for resulting exchange rate transactions.

Account Transactions

- To receive funds into his bank account (account transfer)
- There are limits on transaction amount as per *Schedule of Charges*
- If a transfer made in conjunction with the initial Account Opening Application, the process will be delayed until customer's identity, address and funding information has been fully verified by the Bank.

Refusal, Termination and Suspension

Bank may refuse to provide this Service (in whole or in part) with immediate effect and without prior notice to customer if Bank reasonably believes that:

- any event affecting customer's insufficiency of funds;
- Any attempt to transfer or charge funds from a card that does not belong to customer;
- Any attempt to transfer or charge funds from a card which has expired;
- Any attempt to transfer or charge funds from a credit card having an insufficient available line of credit;
- Card issuer attempts to charge back a transaction on the basis of a dispute related to a transaction;
- Incorrect or false information about customer, about debit or credit card details or about a recipient/beneficiary;
- customer is in breach of any provision of these Terms and Conditions;
- customer or the recipient are using the service for any illegal or gambling purposes or
- Customer's debit or credit card payment is blocked or reversed.
- It may breach any applicable law, order of a court or requirement of any regulatory or governmental authority, body or agency having jurisdiction over Bank, or if Bank otherwise considers such action necessary to protect its interests.

If Bank refuses to provide this service for any of these reasons, wherever practicable, it will inform customer that it has done and why, unless Bank is prevented from doing so for some legal reason.

Bank may refuse to provide this Service to any person without giving a reason, in particular to prevent fraud, money laundering or terrorist financing or to comply with any applicable law, order of a court or requirement of any regulatory or governmental authority.

Customer agrees that Bank will not be held responsible or liable to him or any other person for such action except as required by law or regulatory requirements.

Charge Back

As we are providing the service not dealing with goods, customer will normally not be able to request for Charge Back. If at all there is a charge back then the card processing company will seek authorization from bank.

Data Protection

- Customer's personal information is processed in accordance with the Data Protection Act 1998 and is controlled by the Bank. Bank uses personal Information provided in the money transfer instruction, together with other information which is collected or generated during the course of your relationship with Bank. Bank may also use Information in connection with other services, products for which customer has signed up for. Bank will hold and retain information that the customer gives about another person such as the details of the receiver/beneficiary of the money transfer service. Bank will use the name and address provided for commercial communications with customer. Bank may send commercial communications regarding its products and services by phone/email/SMS/MMS to the customer as per the marketing preferences opted by the customer.
- If customer does not wish to receive such communications then he should contact the Bank.
- By accepting these terms customer expressly authorises the Bank to disclose his personal information to credit Agency to conduct such checks in order to examine the truthfulness and accuracy of the information and/or documentation supplied.
- Customer agrees freely, unequivocally and specifically that he gives his informed consent to the Bank to communicate his personal information for the purposes of including them in the a file to be shared with similar credit reference agencies if it transpires that the information and/or documentation supplied is lacking in truthfulness and accuracy.
- Bank will disclose Information to third parties located outside the EEA, with whom it has a contractual relationship to protect Information such as to carry out customer's transactions or to verify information from publicly available sources.
- Bank may disclose Information to third parties, where reasonably necessary, for the purposes of the prevention and detection of crime, prosecution of offenders, for purposes of national security or when required by law.
- Bank retains Information, the marketing preferences and transaction history of the customer according to the bank's record retention policy for no longer than is necessary for the purposes for which the data were collected and in compliance with applicable laws.
- Customer consents to the Information being transferred to India which is outside the EEA. The Information will be transferred for the purposes indicated in these Terms and Conditions and to enable Bank to provide services, products and also for maintaining the customer relationship, marketing purposes, compliance with legal requirements.
- Bank does not accept any responsibility to customer for any unauthorised use of or access to data relating to him or his transactions which is held by Bank (unless such use or access is caused by Bank's negligence, fraud or failure to comply with laws relating to the protection of customer's data).
- Customer has a right to access and to ask for a copy of his/her Information for which Bank may charge a small sum to the extent permitted by applicable law.
- In accordance with Data Protection Regulation customer may exercise his right to access, rectify, cancel or refuse his personal information, by contacting us.

Complaints

Bank is keen and serious about resolving customer issues fairly and as quickly as possible. Bank keeps customer's interest at heart and constantly tries to keep its customer happy and satisfied.

In the unlikely event that customer is dissatisfied with Bank's service, please contact Bank as soon as possible.

For full details of Bank's complaints procedure or consumer protection advice, or to submit a complaint, customer can

- call Bank on telephone number 0207 796 9600 (calls to this number may be chargeable);
- write an email to complaints@pnbtech.co.uk or help@pnbint.com or
- Write to Bank at: Customer Services Department, Punjab National Bank (International) Limited, 1 Moorgate, London EC2R 6JH Great Britain.

Bank will keep customer informed on the progress of his complaint and try to resolve complaint as quickly as possible. If Bank is unable to resolve it within four weeks and needs more time then Bank will let the customer know.

Bank will keep customer informed of progress and aim to send final response to customer within eight weeks. Cases taking longer to resolve, a full explanation will be given regarding the reason for delay in completing investigation and telling customer when Bank will have done so.

Eventually if Bank is unable to resolve customer's complaint to his satisfaction or haven't sent Bank's final response to customer after eight weeks from the date of customer's original complaint to Bank, customer may contact Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Phone: 0845 080 1800; Website: www.financial-ombudsman.org.uk; Email: complaint.info@financial-ombudsman.org.uk. Customer should do so within 6 months from the date of the final response.

Acronyms

- Bank card: a Visa®, MasterCard® or any other credit/debit card issued by or through a UK bank or building society;
- Card issuer: the issuer and owner of a card;
- Prohibited purpose: any unlawful, illegal or prohibited purpose;
- Receiver: the person identified as the beneficiary of a money transfer which is initiated by a Sender using the PNBIL service;
- Sender: the person who initiates the money transfer by using the Bank's service;
- Transaction: money transfer that you initiate under the bank's service;
- PNBIL, We, Our or Us: refers to Punjab National Bank (International) Limited
- Service: the various services offered by the Bank;
- You or Your: refers to any person who uses services of the Punjab National Bank (International) Limited.
- His: refers to her, their or customer's
- EEA: European Economic Area

Legal Jurisdiction

These Terms & Conditions are governed by the English laws and customer agrees that all disputes arising out of or relating to this service will be dealt by the English courts only. Bank will communicate in English language with its customers.

Regulating Authority

Bank is authorised by the Prudential Regulation Authority (PRA) and regulated by Financial Conduct Authority (FCA) and PRA in the United Kingdom (PRA Register reference 549701).

The FCA Register is available at www.fca.org.uk

Contact Details of Streamline (Service Provider):

Telephone Number is 08457616263

Bank's contact details

Email Address is help@pnbint.com;

Website is www.streamline.com.