

Terms and Conditions Governing the Application for Cashier's Order / Demand Draft

The application for Cashier's Order / Demand Draft overleaf (the "**Application**") is made subject to the following terms and conditions:

1. United Overseas Bank Limited, Mumbai Branch (the '**Bank**') may use without liability for their acts or defaults, any correspondent or agent to effect a Cashier's Order or Demand Draft Payment (the "Transaction"). All references to "correspondent" or "agent" in these Terms and Conditions shall include any of the Bank's Branches in India.
2. Unless payment in a different currency is allowed by the country where the Transaction is payable, payment is to be made in the currency of the country where the Transaction is made payable at the buying rate of exchange of the Bank's correspondent or agent.
3. The Transactions are subject to the rules and regulations and market practice of the country of payment. The Bank and/or its correspondence or agents shall not be liable for any loss or delay caused by any such rules and regulations or market practices.
4. Refunds of the Transaction will be made only after the Bank receive confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. Refunds are made subject to payment of the Bank's charges and expenses and at the Bank's prevailing buying rate for that currency. Refunds will be made in Indian Rupees ("INR") or in the currency which the Transaction was effected. If there is no market in India for such currency in India, the Bank is entitled to refund the customer in INR. Refunds for Cashier's Order or Demand Draft shall only be made after the original Cashier's Order or Demand Draft is returned to the Bank.
5. The replacement or refund of a lost, stolen or destroyed Cashier's Order or Demand Draft is made subject to the Applicant providing the Bank with an acceptable letter of indemnity and complying with any other requirements of the Bank. The Bank reserves the right to refund the Applicant instead of replacing the Cashier's Order or Demand Draft.
6. Neither the Bank nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to :
 - (i) erroneous or incomplete information having been given to the Bank;
 - (ii) unavailability of good funds;
 - (iii) delays or faults of any kind in the Transaction, or in any messages or instructions by mail, facsimile, telegraph or cables;
 - (iv) delay or error in or failure in locating or identifying the beneficiary;
 - (v) refusal or inability of the Bank's correspondent or agent to effect payment by reason of any law, act or decree of any government.
 - (vi) any other cause or reason whatsoever beyond the Bank's and the correspondents' or agents' control or
 - (vii) delay in presenting the Cashier's Order or Demand Draft to the drawee for payment.
7. The Applicant consents to Bank, its officials, employees, correspondents and agents disclosing any information regarding the Applicant's particulars, the application, the subject matter thereof and the applicant's accounts and affairs as the Bank shall deem appropriate for the purpose of any investigations relating to the Application made herein and any transaction connected therewith.
8. The Bank reserves the right to reject the Application without having to furnish any reason for doing so.
9. The Bank reserves the right to revise any charges from time to time without prior notice.
10. The Bank reserves the right to add, alter, vary and modify any or all the above Terms and Conditions at any time at its discretion without any notice.
11. These Terms and Conditions are subject to the laws of India and the Applicant submits to the exclusive jurisdiction of the Courts of Mumbai.