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For more information on our services,
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Mumbai - 400051, India. Call us toll free at 1901 333 444

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Terms & Conditions



Terms and Conditions

I. Terms & Conditions for establishing relationship and Operating Accounts (For Resident Children aged 5-12 years)

1. Establishing a Relationship

- 1.1 Applicant desiring to open a Relationship needs to have a Relationship form signed by the guardian. The guardian needs to declare therein that he/she has agreed to abide by the rules which are in force from time to time.
- 1.2 Introduction is a pre-requisite for establishing a Relationship. The Bank may at its discretion consider valid an introduction by an existing relationship holder. Alternatively, a proof of identity for the guardian has to be furnished as under :

Proof of Identity (attach copies -provide original for verification)

Passport or

Letter from existing bank or

PAN (Along with self cheque drawn on existing Bank)

OR

Provide at least one each from List A & List B along with guardian's self cheque drawn on existing Bank

List A (Proof of Name)

Ration Card

Employee ID Card

Driving License

Salary Slip

Voter's ID Card

Income/wealth tax assessment orders

List B (Proof of Current Address)

Electricity bill (Latest)

Telephone bill (Latest)

Copy of LIC Policy or latest premium receipt.

NSC (Copy)

Any latest Credit Card Statement

Letter from employer giving current residential address

- 1.3 As per extant Reserve Bank of India (RBI) guidelines, which are mandatory, photographs of guardian should be furnished to the Bank.
- 1.4 As per extant Government of India (GOI) guidelines, PAN No. / Form 60/61 of the guardian (where PAN No. is not available) is required to be furnished for opening a Relationship.
- 1.5 Each Relationship with a customer is represented by a Customer Identification No. (Cust. ID) which is for the present, branch specific. For e.g. a Relationship in single name is different from a Relationship in joint names. Each combination of Relationship is distinct and unique and

hence is identified by a separate Cust-ID.

- 1.6 Nomination facility is available for Relationship in the names of individuals. Unless otherwise specifically, given in writing by depositors, nomination in deposit accounts will be at Cust.Id. level. Depositor however has the right to specify different nominations at account level by completing appropriate forms. Further, the guardian is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of the Relationship accounts with the Bank.

2. Operating Accounts

Relationship can be opened in the names of

- 2.1 A minor under guardianship .
- 2.2 The Bank will be sending through courier or post from time to time to the mailing address furnished by the applicant, statements of account, balance confirmation certificate, cheque books, various PIN mailers and such other items. Hence, it is incumbent upon the applicant(s) to intimate change in mailing address, if any, immediately without any loss of time. The bank will not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing address.
- 2.3 The customer identification number is common for all accounts opened in the same name and style, in addition to unique account number for each account. Customer identification number, once allotted, needs to be quoted while opening any further accounts in the same style. The Cust ID and account number is to be quoted in pay-in-slips/cheques issued by the account holder and in all correspondence. Account holders will be provided with monthly Statement of Account.
- The account holder/guardian is/are expected to examine the entries in the Savings/Current account statement on receipt, and draw the attention of the Bank to any errors or omissions that might be discovered. The Bank does not accept any responsibility for any loss arising out of failure on the part of the account holder/guardian to carry out examination of entries in the passbook/statement and to point out such error and/or omission within one month from the date of the statement.
- 2.4 A minimum deposit is prescribed for opening any account under a relationship. A minimum average balance during a quarter is also required to be maintained in savings accounts. Failure to maintain the prescribed average minimum balance will attract service charges of Rs 50 per month.

3. Cheque Book

- 3.1 Cheque books will be couriered directly to the mailing address given by the applicant provided all formalities are completed. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book subject to satisfactory conduct of the account. Cheque books are issued free of cost, however, Bank reserves the right to recover the cost of the cheque book requisitioned .
- 3.2 Alterations, if any, on cheques are required to be authenticated by the drawer's signature against each such alteration. The Bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by the drawer under full signature as per specimen on record with the Bank. Cheques should be drawn in such a way as to prevent alteration after issue and the drawer's signature should be uniform with that on record.
- 3.3 The Bank records instructions from the drawer regarding cheques lost, stolen, etc., but cannot guarantee against loss in the event of such a cheque being paid. Service charge is recovered for handling such countermanding instructions.

4. Conduct of Account

- 4.1 When a customer wants his/her Cust ID at one branch to be transferred to another branch, he/she has to give his/her request in writing along with his/her unused cheque books. The bank will close the Cust ID and arrange to open a new Cust ID at the other branch and will issue new cheque book, etc. This service is free of charge.
- 4.2 Transactions are entertained normally during banking hours at the branch where the Relationship is maintained or at any other ICICI Bank Branches under Any Where Banking (AWB). Bank will not be liable for any delay on any account of failure of connectivity. Also this service (AWB) will not be available on the day(s) when the branch where the account holder has his/her Relationship, is closed.
- 4.3 If a cheque issued by a customer is required to be returned for insufficient balance in the account or for being in excess of arrangements, a penalty/charge is levied. Similarly, if any cheque deposited by the customer is returned unpaid, service charge is recovered.
- 4.4 No overdrawing is permissible in accounts .
- 4.5 Standing instructions are accepted free of charge for transferring funds from Savings account to Fixed deposit or Recurring deposit accounts. Other standing instructions are subject to service charges.

5. Collection facility

- 5.1 Cheques, drafts, bills, dividend / interest warrants and other instruments issued in favour of customers are accepted for collection on account holders' behalf. Collection of outstation instruments entails collection charges. The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. The Bank does not accept or share any responsibility for realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. Drawals against such instruments are permissible only on realisation by the Bank.
- 5.2 The Bank has the authority to debit the accounts to recover any amount credited erroneously.
- 5.3 Local cheques, etc., may be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings. Drawals against clearing cheques will be normally permitted only against cleared balances as per clearing house rules.

6. Closure of Account

- 6.1 The Bank reserves the right to close Relationship or account(s), which according to the Bank, is/are not conducted satisfactorily, after due notice to the customers without assigning any reasons thereof.
- 6.2 Service charges would be as levied per Bank's rules from time to time.

7. Rules

- 7.1 The Bank reserves to itself the right to alter, delete or add any of these rules at any time without prior intimation to individual customers or to refuse to open an account or to close any account.

II. Saving Account Rules

- 1.1 Natural guardian (father or widowed mother or Court appointed Guardian) can open a Savings account on behalf of a minor with moneys belonging to the natural guardian. In special cases the Bank reserves the right to open Savings Bank account on behalf of a minor by the mother.
- 1.2 Savings account cannot be opened for business purposes.
- 1.3 Number of withdrawals in Savings account is restricted to 150 per annum.

2. Statement of Account

- 2.1 Depositors are advised to keep the cheque books / statement of accounts in a place of safety to ensure against misuse, contributing to negligence.
- 2.2 Duplicate statements are issued at the request of the customer for a fee. Ordinarily, duplicate statements are issued only for a period not exceeding 36 months prior to date of request.

3. Payment of Interest

- 3.1 Interest is paid on the minimum credit balance maintained between the 10th day and last day of each calendar month in Savings accounts at the rate in force in accordance with RBI directives. Interest so calculated is rounded off to the nearest rupee, ignoring fractions of a rupee. Interest is paid every half year in September and March.
- 3.2 No interest is currently payable on the balance maintained in a current account in acceptance with RBI directives.

III. A) Fixed Deposits

1. Date of Fixed Deposit

- 1.1 The effective date of Fixed Deposit shall be the date on which the bank gets funds to its account. No Fixed Deposit Receipt is issued in anticipation of realisation of the cheque.

2. Auto Renewal

- 2.1 Fixed deposits are accepted with auto-renewal facility at periodicity as opted by the depositors.

3. Fixed Deposit Receipt / Memorandum of Deposit

- 3.1 Fixed Deposit Receipt or Memorandum of Deposit will be issued to account holder as may be decided by the Bank from time to time for customer convenience.

4. Tax Deducted at Source

- 4.1 Tax at source is deducted as applicable from the interest on fixed deposit, as per Income Tax Act, 1961.

5. Payment of Interest on Fixed Deposit

- 5.1 Interest on fixed deposits is reckoned/paid at quarterly intervals, at the rates applicable at the time of acceptance as the case may be, in accordance with RBI directives.

6. Premature closure of Fixed Deposits....

- 6.1 In the event of the Fixed Deposit being closed before completing the original term of deposit, interest will be paid

at the rate applicable on the date of deposit for the period for which the deposit has remained with the Bank. The deposit may be subject to penal rate of interest as prescribed by the Bank on the date of deposit.

B) Easy Fixed Deposit

1. Easy Fixed Deposit is an ICICI Bank deposit scheme (the "Deposit scheme") having benefits as provided herein and is governed by the terms and conditions as specified herein.
2. The entities eligible for the Deposit scheme are resident Indians and a deposit can be opened in the names of an individual -
 - a. In his or her individual capacity, or
 - b. In individual capacity on joint basis, or
 - c. In individual capacity on anyone or survivor basis, or
 - d. On behalf of a minor as father/mother/legal guardian
 - e. Hindu Undivided Family & Trust, Associations, Societies and Clubs as per resolutions passed.
3. The depositors shall under this Deposit Scheme have the following options namely, Easy Withdrawal and Easy Loan.
 - a. Easy Withdrawal option : deposits under the Deposit Scheme shall be linked to the operative account of the depositor as established pursuant to the application for the Deposit scheme. The operative account can only be used for withdrawal of the deposit and cannot be used for any other kind of transactions. The depositors cannot deposit/transfer cash or write cheques from this operative account. No interest shall be payable on amount/s that lie in the operative account for any reason/s.
 - b. Easy Loan option : The depositors shall be provided with an overdraft facility against the deposit under the Deposit Scheme. The depositor shall be required to execute facility documentation as specified by ICICI Bank for these purposes. The Loan account under this option shall be in the nature of a current account having loan limits. Chequebook will be issued to deposit holder under this option
4. Depositor can choose only one of the options for a particular deposit.
5. The minimum period of deposits will be 1 year.
6. All deposits under this Deposit Scheme will be cumulative in nature.
7. The depositors shall be provided with a "Debit cum ATM

Card" ("the Card") for transactions allowed in terms of the Easy Withdrawal and Easy Loans options and usage of the said Card shall be governed its terms and conditions. The Card will be issued in the name of primary depositor. No separate card will be issued to joint applicant/s.

8. Under the Easy Withdrawal option the interests accrued on the withdrawn amount will be credited to the operative account of the depositor at the time of withdrawal.
9. The rate of interest payable on the deposits shall be as specified by ICICI Bank from time to time. Interest on the deposits shall be paid at quarterly intervals, at the rates applicable.
10. If the deposits are prematurely withdrawn, the interest rate for the period for which deposit was with the ICICI Bank at prevailing at date of deposit shall be payable.
11. Minimum deposit amount under the Deposit Scheme is Rs.45,000 and additionally deposits may be made in multiples of Rs.5,000. There is no restriction on maximum amount of deposits that may be made.
12. The effective date of the deposit shall be the date on which the monies deposited are credited to ICICI Bank.
13. The deposit shall be automatically and compulsorily renewed on maturity for a period equal to original tenure of stipulated for the matured deposit, unless instructions to the contrary are received from the depositor. The interest payable on such renewed deposits will be at the rate applicable on such deposits of ICICI Bank, for the respective period, prevailing as on the date of such renewal. ICICI Bank shall renew the deposit with interest subject to tax deducted at source (TDS) as may be applicable.
14. If the depositor makes more than multiple deposits on the same having the Easy Withdrawal Option, the last deposit made under the Deposit scheme will be used first (LIFO) to clear the cheques and if this is not adequate, the deposit/s made prior to the last deposit will be used, in that sequence.
15. The Deposit holder(s) shall intimate ICICI Bank in writing of any change in address and residential status of the Depositor.
16. ICICI Bank may levy service charges as may be applicable on the deposit from time to time
17. ICICI Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future all account/deposits of the deposit holder with ICICI Bank, whether in single name or joint name(s), to the extent of all outstanding dues to ICICI Bank. For such purposes, ICICI Bank may at its sole discretion close the deposit(s)

prematurely and apply a penal rate of interest in respect of the same. The lien shall be valid and binding on the Borrower and operative until repayment in full of all moneys due to the ICICI Bank from the Borrower.

The lien conferred on ICICI Bank as recorded and expressed herein shall be irrevocable and shall be a continuing one and shall remain in full force and effect till such time the Borrower repays/retires all amounts due and payable and remain unpaid to the ICICI Bank in respect of any monies due to ICICI Bank from the Borrower.

18. The above-mentioned terms and conditions are subject to change/modification at the sole discretion of ICICI Bank without prior notice.

IV. ICICI Bank Salary Accounts

- 1.1 Under ICICI Bank Salary Accounts, the Bank reserves the right to reverse any wrong credit provided by an employer till credit advice for the transaction has been given to the account holder.

V. Terms and conditions for the issue and use of ICICI Bank ATM cards.

1. **Meaning of certain terms** : The term "Bank" refers to "ICICI Bank Ltd." "ATM" refers to the Automated Teller Machines installed by the Bank "Card holder" refers to an account who has been issued an ICICI Bank ATM Card.
2. **ICICI Bank ATM Card Issuance** : An account holder may be issued an ICICI Bank ATM Card by the bank at its discretion, if he/she has satisfactorily conducted savings and/or current account and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use ICICI Bank ATM Card. The account holder shall give his/her preference of such account(s) held by him in writing in the Relationship form for issue of ICICI Bank ATM Card. A Minor's account or an account in which a minor is a joint account holder, is not eligible for issuance of ICICI Bank ATM Card.

There may be more than one such account in which case one account shall be designated as " Primary Account", and the others as "Secondary Account 1" and " Secondary Account 2" at the option of the Cardholder.
3. **ICICI Bank ATM Card** : ICICI Bank ATM Card shall be issued to an approved account holder in respect of his account to enable him to operate the ATM.
4. **ATM-Facilities** : The facilities offered under ATM facility will include withdrawal of cash by the Cardholder from his

account up to a stipulated amount limit only during a cycle of 24 hours deposit of cash and cheques in the account enquiry about the balance in the account(s), cash/cheque deposits requisition for a statement of account, request for changed PIN number, request for issue of cheque-books, request for transfer of amount from the Primary Account to the Secondary Account(s) or vice-versa and such other facilities as the Bank may decide to provide, from time to time.

5. **Minimum Balance in Primary Account** : The Cardholder shall maintain, at all times, such minimum balance in his account, as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules from time to time, or withdraw the ATM facility, if at any time the amount of deposit falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder(s) and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
6. **Fees**: Currently, the ATM card is issued free of cost to customers. Also no charges are levied for transactions made through the ATM. However, the Bank reserves the right to charge fees for the ATM facilities in future with prior intimation to customers.
7. **Bank's Lien** : The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Cardholder's Primary Account and/or, Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the ICICI Bank ATM card services extended to and / or used by the Cardholder.
8. **Multiple Cards** : In case of joint account(s) Either or Survivor /anyone or Survivor where more than one person has been issued ICICI Bank ATM Card, all the Card-holders put together, shall withdraw only upto the permissible limit allowed to single card account(s), within the cycle time of 24 hours.
9. **Joint account** : In case of joint accounts where only one card is issued to a joint account holder, the other joint account holder(s) shall expressly agree with and give his/her consent on the application form for issue of ICICI Bank ATM card. In case any of the joint account holder(s) gives "stop payment stop transactions" instructions in respect of operations through the use of ICICI Bank ATM card, on any of the accounts held jointly by them, no operations will be allowed on such account(s) through the use of ICICI Bank ATM card. The "stop payment stop transactions" instruction

can be given only in respect of such accounts in which he/she is a joint account holder.

10. **Non-Transferability** : ICICI Bank ATM card is not transferable under any circumstance and shall be used only by the Cardholder.
11. **Personal Identification Number** : Each Cardholder will be issued a sealed envelope containing a four digit number called Personal Identification number (PIN) to gain access to the ATM services. This number can be changed to any other convenient four digit number by the cardholder, at the ATM. The PIN shall under no circumstances be revealed to any third party. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorised use of ICICI Bank ATM card and shall be liable for any increased liability which he may incur on account of unauthorised use of the PIN and ICICI Bank ATM card.
If the Cardholder forgets the PIN, he/she should make an application in writing for a fresh PIN. The selection of a new Personal Identification Number and/or the replacement of ICICI Bank ATM card shall not be construed as the commencement of a new contract.
12. **Funds in the accounts** : The Cardholder should not use or attempt to use ICICI Bank ATM card without sufficient funds in the account he wants to operate through the card.
13. **Loss/ Theft of Cards** : The Cardholder shall be responsible for the safe custody of ICICI Bank ATM card. In case of loss or theft of the ICICI Bank ATM card, the Cardholder shall advise any of our branches, preferably the ICICI Bank ATM card issuing branch as promptly as possible in writing, of the loss of ICICI Bank ATM card, however occurring. Cardholder shall however be responsible and liable for all transactions effected by the user of the Card until it is confiscated / cancelled. Another ICICI Bank ATM card will be issued to the Cardholder, in lieu of lost / stolen ICICI Bank ATM card, upon request in writing and payment of issue fee.
14. **Authority to debit the account** : The Cardholder along with the joint account holder(s), if any, shall authorise the Bank to debit the account(s) with the amount of withdrawals, or transfers effected by the use of ICICI Bank ATM card, as per the Bank's records. The Bank's record for transactions processed by the ATM machine shall be binding on all the joint account holders, jointly and severally.
15. **Deposits** : The amount of cash/cheque deposits shall be verified by two members of the Bank's staff, one of whom will be an officer. The amount verified by the Bank shall be deemed to be correct amount deposited by the Cardholder. The statement issued by the ATM at the time of deposit only

represents what the Cardholder purports to have deposited and will not be binding on the Bank. If there are soiled, mutilated notes in such deposits, the acceptance of such deposits shall be subject to final acceptance and reimbursement by RBI as per the Note Refund Rules. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared. Deposits of foreign currency cash/cheques /soiled and mutilated notes or any other deposits which are unacceptable, shall be returned, at the Cardholders cost, risk and responsibility.

16. **Responsibility for all transactions processed through the ATMs** : Operations through the ATM facility on the Cardholders account(s) can only be through the use of ICICI Bank ATM card on the machine. The Cardholder shall in all circumstances, accept full responsibility for all transactions processed by the use of his/ her ICICI Bank ATM card, whether or not processed with the Cardholder's knowledge or authority, express or implied. The printed output that is produced at the time of operation of the ATMs are a record of the operation of the ATMs and shall not be construed as the Bank's records. The Bank's records of transactions shall be accepted as conclusive and binding for all purpose.
17. **Closure of account(s)** : If the Cardholder desires to close his account(s) or withdraw any ICICI Bank ATM card linked deposit, or even otherwise decides to terminate the use of the ICICI Bank ATM card facility, he shall give a written notice of at least two days and surrender ICICI Bank ATM card to the Bank. The Cardholder shall also pay dues, if any, payable to the Bank in connection with the ATM facility.
18. **Change of terms and conditions** : The Bank has the absolute discretion to withdraw ICICI Bank ATM card, the service thereby provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.
19. **Honouring the Card** : The Bank shall in no circumstances be held liable to the Cardholder if ICICI Bank ATM card is not honoured in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure, temporary insufficiency of cash in the ATM or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising therefrom.
20. **Ownership of ICICI Bank ATM card** : ICICI Bank ATM card shall be the property of the Bank and will be surrendered to the Bank on request or in the event of the Cardholder no longer requiring the service. The Bank reserves the right to disclose, in strict confidence, to other institutions, such

information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.

VI. Terms And Conditions Governing The Internet Banking Service Of ICICI Bank

1. **Definitions**: In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"Account(s)" refers to the user's bank account, credit card account, home loan account, automobile loan account, consumer durable loan account, depository account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with ICICI Bank or its Affiliate which are eligible Account(s) for purposes of Internet Banking. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s).

"Affiliate" of ICICI Bank shall mean and include any company which is the holding company or subsidiary of ICICI Bank, or any person under the control of or under common control with ICICI Bank or in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of this definition of Affiliate, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"ICICI Bank" refers to ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

"Internet Banking" refers to the internet banking service offered by ICICI Bank to the user including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds and any other service as ICICI Bank may decide to provide from time to time through internet. The availability/non-availability of a particular service shall be

<p>communicated to the user through email, web page of ICICI Bank or in writing as may be deemed fit by ICICI Bank. Such Internet Banking may be provided by ICICI Bank directly or through its associates or contracted service providers.</p> <p>"Personal Information" refers to the information provided by the user to ICICI Bank.</p> <p>"Terms" refer to terms and conditions herein for use of Internet Banking.</p> <p>"User" refers to a customer of ICICI Bank and/or of the Affiliates authorised to use Internet Banking. In case of the user being a minor, the guardian of such minor shall be permitted to use Internet Banking.</p> <p>"Website" refers to the website owned, established and maintained by ICICI Bank located at the URL www.icicibank.com.</p> <p>In this document all references to the user being referred in masculine gender shall be deemed to include the feminine gender.</p> <p>2. Applicability of Terms: These Terms form the contract between the user and ICICI Bank for availing Internet Banking. The user shall apply to ICICI Bank in the prescribed form for use of Internet Banking. ICICI Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the users. By applying for or availing of Internet Banking, the user acknowledges and accepts these Terms. Notwithstanding anything contained herein, all terms and conditions stipulated by the Affiliates pertaining to the Accounts shall continue to be applicable to the users provided in the event of a conflict in the terms stipulated by the Affiliates and the terms herein, the terms herein shall have overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the user.</p> <p>3. Internet Banking: For the purpose of availing Internet Banking, the user would need to have legal and valid access to the Internet.</p> <p>The information provided to the user through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the user. ICICI Bank shall not be liable for any loss that the user may suffer by relying on or acting on such information.</p> <p>ICICI Bank may keep its records of the transactions in any form it wishes. In the event of any dispute, ICICI Bank's</p>	<p>records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that ICICI Bank's records are erroneous or incomplete.</p> <p>Any request for any service, which is offered as a part of Internet Banking, shall be binding on the user as and when ICICI Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the user, ICICI Bank shall not be required to act on the request until it receives such documentation from the user.</p> <p>In case of any request for a service relating to any foreign currency transaction made by the user, the exchange rates quoted by ICICI Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.</p> <p>The user shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.</p> <p>4. Unauthorised Access: The user shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking. ICICI Bank shall take all commercially reasonable care to, ensure the security of and to prevent unauthorised access to the Internet Banking using commercially reasonable technology available in India to ICICI Bank.</p> <p>5. Internet Banking Access: The user would be allotted an Internet Banking user-id and a set of secret passwords by ICICI Bank in the first instance. The user will be required to change the password assigned by ICICI Bank on accessing Internet Banking for the first time. As a safety measure, the user shall change the password as frequently thereafter as possible. In addition to user-id and password ICICI Bank may, at its discretion, advise the user to adopt such other means of authentication including but not limited to digital certification and/ or smart cards. The user shall not attempt or permit others to attempt accessing the Account information stored in the computers of ICICI Bank through any means other than the Internet Banking.</p> <p>6. Internet Banking Password: The user acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that user is the sole and exclusive owner and is the only authorised user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for</p>
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all orders and information changes (i.e., change of address) entered into Accounts using such password.

The user grants express authority to ICICI Bank for carrying out transactions and instructions authenticated by such password. The user unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by ICICI Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the user is accessing the Internet Banking. If the user forgets the Internet Banking password, the user may request for the issue of a new password by sending a written request to ICICI Bank and this shall not be construed as the commencement of a new contract. The user agrees and acknowledges that ICICI Bank shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by ICICI Bank regarding his Account(s) or carrying the instruction of the user pursuant to the access of the Internet Banking and the user shall fully indemnify and hold harmless ICICI Bank and the affiliates in respect of the same. The user shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The user shall comply with such guidelines, instructions or terms as ICICI Bank may prescribe from time to time with respect to the password.

7. **Joint Accounts:** In case of Joint Accounts, transactions through Internet Banking, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. The user desirous of using the Internet Banking should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one user-ID and password for Internet Banking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. In case of joint accounts operated by more than one user, ICICI Bank shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.
8. **Charges:** ICICI Bank reserves the right to charge and recover from the user service charge for providing the Internet Banking (including but not limited to the right of charging the user for the use of funds transfer through eCheques).

The user hereby authorises ICICI Bank to recover the service charge by debiting one of the Accounts of the user or by sending a bill to the user who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by ICICI Bank in a manner as ICICI Bank may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to ICICI Bank.

9. **Maintenance of Sufficient Balance:** The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and ICICI Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that ICICI Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the user and the user shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

ICICI Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation ICICI Bank may levy service charges for use of Internet Banking which will be notified by ICICI Bank to the user from time to time. Any change in such service charges will also be notified to the user. The user authorises ICICI Bank to recover all charges related to Internet Banking as determined by ICICI Bank from time to time by debiting one of the Accounts.

ICICI Bank may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

10. **Funds Transfer Through Internet Banking:** The User accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, ICICI Bank will be held liable for any erroneous transactions incurred arising out of or relating to the customer entering wrong account numbers.

The user shall not use or attempt to use the Internet Banking for funds transfer through eCheques without sufficient funds in the relative Account or without a pre-existing arrangement with ICICI Bank for the grant of an overdraft. ICICI Bank will endeavour to effect funds transfer transaction received

through Internet Banking subject to availability of sufficient funds in the Account. ICICI Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking. The said facility will be provided in accordance with the arrangement between ICICI Bank and the Affiliates and as per conditions specified by ICICI Bank from time to time.

ICICI Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. ICICI Bank reserves the right to charge the customer for the use of funds transfer through eCheques by giving due notice on the website about such charges.

If funds transfer is made available to the user, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at ICICI Bank and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

11. **Transactions in Depository Account through Internet Banking:** ICICI Bank shall install adequate systems to restrict the access of the transaction statement of depository account only to the user. The user shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password allotted by ICICI Bank in this regard. The user permits ICICI Bank to provide the transaction statement of the depository account through internet (web-based and/or email). The user is aware that the transaction statement may be accessed by other entities in case the confidentiality / secrecy of the login name and password is compromised. In case the user opts for transaction statement through email, it shall immediately inform ICICI Bank about change in email address, if any. ICICI Bank shall verify and confirm with the user about the change. ICICI Bank shall confirm with the user about validity of the email address atleast once in a year.

The user agrees not to receive transaction statement in paper form from ICICI Bank. Provided however that, in case when the ICICI Bank is not able to provide transaction statement to its users through internet (web-based / email) due to any unforeseen problems, ICICI Bank should ensure that the transaction statement reaches to the user in physical form as per the time schedule stipulated in the Bye Laws & Business Rules of National Securities Depository Limited.

The above terms are in addition to and not in contravention of the terms and conditions forming a part of the "AGREEMENT BETWEEN THE PARTICIPANT AND THE

person SEEKING TO OPEN AN ACCOUNT WITH THE PARTICIPANT" signed by the user at the time of opening the account with the Depository.

12. **Hot Payment Facility:** ICICI Bank provides the facility of payment for transactions executed on internet through different sites. ICICI Bank will execute such transactions only for the sites specified on its website ICICIBank.com and will be responsible for transferring the amount debited to the customer to the Account maintained by the Service Provider however it will not be held responsible for any informational content on any other site.
13. **Authority to ICICI Bank for Internet Banking:** The user irrevocably and unconditionally authorises ICICI Bank to access all his Account(s) for effecting banking or other transactions performed by the user through the Internet Banking. The instructions of the user shall be effected only when such instruction is in accordance with the prescribed procedure.

ICICI Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the user through Internet Banking or purporting to have been sent by the user other than by means of verification of the Internet Banking user-Id and the password.

The read-out, the faxed /email output or the printed output, if any, that is received by the user at the time of operation of Internet Banking is a record of the operation of the computer by the user and shall be accepted as conclusive and binding for all purpose. All the records of ICICI Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While ICICI Bank and the Affiliates shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

14. **Instructions:** All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by ICICI Bank for the purpose, by the user in the manner indicated by ICICI Bank. The user is also responsible for the accuracy and authenticity of the instructions provided to ICICI Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Internet Banking.

ICICI Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the user. ICICI Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded. Where ICICI Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the user before acting on any instruction of the user or act upon any such instruction as it deems fit. ICICI Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the user or for verifying user's instructions. ICICI Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that the user's instructions will lead or expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet Banking.

Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the user. All instructions, requests, directives, orders, directions, entered by the user, either electronically or otherwise, are based upon the user's decisions and are the sole responsibility of the user. The user understands that entering an instruction, direction, order, request with ICICI Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. ICICI Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the user until it confirms the receipt of such instruction, direction, order, request.

15. **Accuracy of Information:** The user is responsible for the correctness of information supplied to ICICI Bank for use of the Internet Banking or through any other means such as electronic mail or written communication. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user notices an error in the information supplied to ICICI Bank either in the application form or any other communication, he shall immediately advise ICICI Bank which will endeavour to correct the error wherever possible on a "reasonable efforts" basis.
16. **Liability of the user and ICICI Bank:** Neither ICICI Bank nor the Affiliates shall be liable for any unauthorised transactions occurring through the Internet Banking and the user hereby

fully indemnifies and holds ICICI Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. ICICI Bank shall under no circumstance be held liable to the user if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of ICICI Bank. Under no circumstances shall ICICI Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the user or by any other person. Illegal or improper use of the Internet Banking shall render the user liable for payment of financial charges as decided by ICICI Bank or will result in suspension of the operations through the Internet Banking.

17. **Disclaimer of Warranties:** The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, ICICI Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

ICICI Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.

ICICI Bank will not be liable for any virus that may enter the user's system as a result of the user using Internet Banking. ICICI Bank does not guarantee to the user or any other third party that Internet Banking would be virus free.

18. **Indemnity:** In consideration of ICICI Bank providing the user the Internet Banking, the user shall, at his own expense, indemnify and hold ICICI Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, , indemnified against all losses and expenses on full indemnity basis which ICICI Bank may incur, sustain, suffer or is likely to suffer in connection with ICICI Bank or Affiliates' execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by

reason of providing a service through Internet Banking for any action taken or omitted to be taken by ICICI Bank and /or the Affiliates, its officers, employees or agents, on the instructions of the user. The user will pay ICICI Bank and /or the Affiliates such amount as may be determined by ICICI Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the user agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of Internet Banking with reference to:

- (i) a violation of the Terms contained herein by the user;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;
- (iii) any misrepresentation or breach of representation or warranty made by the user contained herein; or
- (iv) any breach of any covenant or obligation to be performed by the user hereunder. The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The user hereby agrees that under no circumstances, ICICI Bank's aggregate liability for claims relating to Internet Banking, whether for breach of in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the user within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

19. **Disclosure of Information:** The user agrees that ICICI Bank and/or Affiliates or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing. The user also agrees that ICICI Bank may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in

compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention purposes.

20. **Change of Terms:** ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the user. By using any new services as may be introduced by ICICI Bank, the user shall be deemed to have accepted the changed Terms.
21. **Non-Transferability:** The grant of Internet Banking to a user is not transferable under any circumstance and shall be used only by the user.
22. **Termination of Internet Banking:** The user may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to ICICI Bank. The termination shall take effect on the completion of the fifteenth day. The user will remain responsible for any transactions made through the Internet Banking until the time of such termination. For the access of Depository Account through Internet Banking user and ICICI Bank shall have the right to terminate the applicability Clause 11 of this agreement after giving a notice of at least 10 days to the other party.
- ICICI Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user. Clause 13 & 16 shall survive the termination of the Internet Banking for any reason whatsoever.
23. **Notices:** Notices under these Terms may be given by ICICI Bank and the user in writing by delivering them by hand or by sending them by post to the last address given by the user and in the case of ICICI Bank to its corporate office address as set out hereinabove. In addition, ICICI Bank may also publish notices of general nature, which are applicable to all users in a newspaper or on its web site located at www.icicibank.com. Such notices will have the same effect as a notice served individually to each user. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.
24. **Governing Law:** These Terms and/or the operations in the Accounts of the user shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking

shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for Internet Banking in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms for Internet Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

25. **Applicability To Future Accounts:** ICICI Bank and the user agree that if the user opens further Accounts with/subscribes to any of the products/services of ICICI Bank or any of the Affiliates, and ICICI Bank extends the Internet Banking to such Accounts or products or services and the user opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the user.

26. **General:** The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under this contract. Internet Banking service would be available to the users in certain cities only and during timings specified by ICICI Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The user would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by ICICI Bank from time to time. All costs incurred by the user including telecommunication costs to use the Internet Banking would be borne by the user.

As a tool to correct misunderstandings, the user understands, agrees and authorises ICICI Bank, at its discretion, and without further prior notice to the user, to monitor and record any or all telephone conversations or electronic communications between the user and ICICI Bank and any of its employees or agents.

These terms and conditions contain ICICI Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and ICICI Bank for Internet Banking. The user acknowledges that it has not relied on any representation made by ICICI Bank or

any of its employees or agents and has made its own independent assessment of Internet Banking. No third party will have any rights or claims under these terms and conditions.

27. **Assignment:** ICICI Bank shall be entitled to sell, assign, securitise or transfer ICICI Bank's right and obligations under the Terms and any security being in favour of ICICI Bank (including all guarantee/s) to any person of ICICI Bank's choice in whole or in part and in such manner and on such terms and conditions as ICICI Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the user and all other persons. The user, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, the user shall not be entitled to transfer or assign any of his rights and obligations hereunder.

28. **Right of set-off and Lien:** ICICI Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/ or used by the user.

29. **Proprietary Rights:** ICICI Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of Internet Banking. There will be no obligation on ICICI Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. The user acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by ICICI Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. The user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

30. **Communications through Electronic means:** Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. ICICI Bank would be deemed to have fulfilled its legal obligation to deliver to the

user any document if such document is sent via electronic means. Failure to advise ICICI Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

VII. Rules and Regulations for Value Added Savings Account deposit scheme.

1. Value Added Savings Account is a deposit scheme where Value Added Savings Account-Fixed Deposits held in account holder(s) name(s) are linked to the running Maxi Cash-Savings Account [operative account] standing in his/her/their name(s).
2. The scheme is applicable to resident as well as non resident deposits.
3. Under the scheme, linking between savings account and fixed deposits will be only when the name/order of names and the mandate for account operation [operational instructions] between the linked accounts are identical.
4. Normal savings account transactions can be carried out in the linked Maxi Cash-Savings bank accounts.
5. The account holder(s) has/have to maintain a minimum average balance of Rs. 5000/- in the linked Maxi Cash-Savings Accounts.
6. Charges would be levied for non-maintenance of minimum balance as per Bank's rules from time to time.
7. The Scheme provides for Auto Sweep and Reverse Sweep facilities. "Auto Sweep" is a facility whereby the Bank automatically transfers any amount above a certain minimum balance in the account holder(s)' Maxi Cash-Savings Account to his/her/their Value Added Savings Account-Fixed Deposits. "Reverse Sweep" is a facility where the Bank automatically breaks the linked fixed deposits in units of Rs.1000/- to meet the shortfall /arising on account of cheques issued, ATM withdrawals, etc. in the linked Maxi Cash-Savings Account. 'Auto Renewal' facility is compulsory under the scheme.
8. The bank will transfer, under the Auto Sweep facility, a sum of Rs.5000/- or multiples thereof OR any other sum stipulated by the account holder(s) (whichever is higher) from the Maxi Cash-Savings Account above the minimum balance stipulated by account holder(s) or Rs. 5000/- [whichever is higher] to a Value Added Savings Account-Fixed Deposits Account.
9. The period of such deposits opened under the Auto Sweep

facility will be 1 year or any other period stipulated by the account holder(s) [whichever is higher]

10. Such deposits will carry rates of interest revised by the Bank from time to time and as per the RBI guidelines.
11. Deposits falling due will be renewed from time to time for further periods of 1 year or any other period stipulated by the account holder(s) [whichever is higher] under the Auto Renewal scheme. The interest payable on such deposits will be at the rate applicable on such deposits of the Bank, for the respective period, prevailing as on the date of such renewal.
12. The Bank will renew the deposit with interest subject to Tax Deduction at Source (TDS), where applicable (for deposits under Traditional and Reinvestment Plans), unless instructions to the contrary are received from the account holder(s).
13. The Bank is authorised to link all fixed deposits made by the Bank under the Auto Sweep or Auto Renewal facility automatically to the operative account under the Value Added Savings Account Scheme. If the account holder(s) desire(s) to link any deposit opened by any other means, separate instructions to that effect need to be given.
14. The Bank will keep in safe custody, free of charge, the fixed deposits opened/renewed under the scheme from time to time.
15. No overdraft/loan will be provided against the security of fixed deposits made under the Value Added Savings Account Scheme.
16. The fixed deposits under the scheme are in units of Rs.1000/- each.
17. In case the account holder(s) issues(s) cheques on the linked savings account, or draw(s) from the ATM or the Bank passes debits in the normal course for recovering dues from the account holder(s), under the 'Reverse Sweep' facility the Bank is authorised to:
 - honour these cheques/debit/ATM withdrawals even if there is a shortfall, provided the shortfall is not more than the aggregate deposits that the account holder(s) may have with the Bank under this scheme
 - prematurely or otherwise encash the deposit in units of Rs. 1000/- and multiples thereof to meet the shortfall. If the account holder(s) has/have more than one deposit under the scheme, the last deposit made under the scheme will be used first (LIFO) to meet the shortfall and if this is not adequate, the deposit made prior to the last deposit will be used and so on and so forth, until the shortfall is fully met.

1. The term deposit linked under Value Added Savings Account will be under unconditional lien to the Bank and the Bank will have a right of set off against the dues payable to the Bank. For this purpose, the bank is within its rights to close the deposit(s) prematurely by applying penal rate of interest. Bank's lien will have priority over any obligation to pay a cheque drawn on the linked savings account.
2. The account holder(s) should advise the Bank in writing of any change in residential status.
3. The above mentioned terms and conditioned are subject to change/modification without prior notice.

VIII. Terms & Conditions Governing the use of The Mobile Banking Service provided by ICICI Bank Limited

Definitions:

The following words and phrases have the meaning set below unless the context indicates otherwise:

"Accounts" shall mean the bank account and/or credit card account and /or any other type of account so maintained by the Customer with ICICI Bank or any of its Affiliate for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts");

"Affiliate" of ICICI Bank shall mean and include:

- (a) any company which is the holding company or subsidiary of ICICI Bank, or
- (b) a person under the control of or under common control with ICICI Bank, or
- (c) any person, in which ICICI Bank has a direct or beneficial interest or control in more than 26% of the voting securities of such person.

For the purpose of this definition of Affiliate and Agreement, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"Customer" shall mean a customer of ICICI Bank or of an Affiliate.

"ICICI Bank" shall mean ICICI Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under Banking Regulation Act, 1949 having its

registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

"Facility" shall mean mobile banking facility which provides the Customer services such as information relating to Account(s), details about transactions and such other services as may be provided on the Mobile Phone Number by ICICI Bank from time to time.

"Mobile Phone Number" shall mean the number specified by the Customer on the Website or through the call centre for availing the Facility.

"Personal Information" shall mean the information about the Customer obtained in connection with the Facility.

"Website" refers to www.icicibank.com or any other website as may be notified by ICICI Bank from time to time.

In this document all reference to Customer in masculine gender shall be deemed to include the feminine gender.

Applicability of Terms and Conditions

These terms and conditions together with the application made by the Customer and as accepted by ICICI Bank shall form the contract between the Customer and ICICI Bank, and shall be further subject to such terms as ICICI Bank may agree with the other service providers . These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing ICICI Bank Phone Banking, ICICI Bank Internet Banking and relating to any Account of the Customer and /or any other product/services provided by ICICI Bank and its Affiliates.

Application

The Customer shall apply to ICICI Bank for use of the Facility (and/or for any changes to the options available under the Facility) by use of ICICI Bank Phone Banking or ICICI Bank Internet Banking services or by any other method as provided by ICICI Bank from time to time in such forms as may be prescribed by ICICI Bank from time to time for use of the Facility.

Application for the Facility made by use of ICICI Bank Phone Banking or ICICI Bank Internet Banking services shall be accepted only after authentication of the Customer by means of Internet Banking password allotted by ICICI Bank to the Customer or through any other mode of verification as may be stipulated in the terms governing ICICI Phone Banking or ICICI Bank Internet Banking, or in the absence of any terms, at the discretion of ICICI Bank.

The Facility shall be activated after a minimum of 2 working days from the date of receipt of the application on the Website or at the call centre. In case of application submitted on the printed

format as may be prescribed by ICICI Bank, the Facility shall be activated after a minimum of 7 working days from the date of receipt of the application at Operations cell, Mumbai.

Eligible Customer

The Customer desirous of using the Facility should both either a sole Account holder or authorised to act independently. In case of joint accounts, the instructions of the primary account holder authorising the Customer to use the Facility would be required. All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally. An account in the name of the minor, in which a minor is a joint account holder or any account where the mode of operation is joint, is not eligible for the Facility.

Availability & Disclosure

ICICI Bank shall endeavor to provide to the Customer through the Facility, such services as ICICI Bank may decide from time to time. ICICI Bank reserves the right to decide what services may be offered to a Customer on each Account and such offers may differ from Customer to Customer. ICICI Bank may also make additions / deletions to the services offered through the Facility at its sole discretion. Only those Accounts opened with the Affiliates of ICICI Bank and attached to the respective Customer's ID will be accessible through the Facility.

The Facility is made available to the Customer at his request, at the sole discretion of ICICI Bank and may be discontinued by ICICI Bank at any time, without notice. ICICI Bank reserves the right to offer the Facility for those Customers who are availing the services of specific cellular service providers only. The Facility is currently available to only to the Customers holding Accounts with ICICI Bank's branches in India. ICICI Bank shall have the discretion to offer the Facility to Non Resident Indians subject to applicable laws.

The access of the Customer to the Facility shall be restricted to Customer availing of the Facility on the specific Mobile Phone Number registered with ICICI Bank for the Facility.

The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of TPIN/ password allotted by ICICI Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of ICICI Bank.

ICICI Bank shall endeavor to carry out the instructions promptly provided that ICICI Bank, shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system or due to any requirement of law.

Authority to ICICI Bank

The Customer irrevocably and unconditionally authorises ICICI Bank to access all his Accounts for effecting banking or other transactions of the Customer through the Facility.

Records

All records of ICICI Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to ICICI Bank.

Instructions

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number in the manner indicated by ICICI Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to ICICI Bank and the same shall be considered to be sufficient for availing of the services under the Facility.

Where ICICI Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. The Customer and ICICI Bank shall have the right to suspend the services under the Facility if ICICI Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Facility.

The Customer accepts that all information /Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of ICICI Bank (and its Affiliates). ICICI Bank is authorised to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facility and so far as is necessary to give effect to any instructions.

Accuracy of Information

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to ICICI Bank at all times including for the purposes of availing of the Facility. ICICI Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise ICICI Bank as soon as possible. ICICI Bank will endeavor to correct the error wherever possible on a best effort basis.

While ICICI Bank and its Affiliates will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, ICICI Bank and its Affiliates shall not be liable for any inadvertent

error, which results in the providing of inaccurate information. The Customer shall hold ICICI Bank harmless against any loss, damages etc. that may incurred / suffered by the Customer if the information supplied to the Customer turns out to be inaccurate / incorrect.

Disclaimer of Liability

ICICI Bank shall not be responsible for any failure on part of the Customer to utilise the Facility due to the Customer not being within the geographical range within which the Facility is offered;

If the Customer has reason to believe that his mobile phone number is / has been allotted to another person and / or there has been an unauthorised transaction in his account and / or his mobile phone is lost, he shall immediately inform ICICI Bank under acknowledgment about the same.

The Customer agrees that ICICI Bank shall not be liable if

- a) the Customer has breached any of the terms and conditions herein or
- b) contributed to or caused the loss as a result of failure on part of the Customer to advise ICICI Bank within a reasonable time about unauthorised access of or erroneous transactions in the Account or
- c) as a result of failure on part of the Customer to advise ICICI Bank of a change in or termination of the Customer's Mobile Phone numbers / SIM Card.

The Customer agrees that the access to the Facility shall be through the Mobile Phone Number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer.

ICICI Bank shall under no circumstance be held liable to the Customer if the Facility is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of ICICI Bank. Under no circumstances shall ICICI Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by ICICI Bank or will result in suspension of the Facility to the Customer.

ICICI Bank is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by ICICI Bank in that behalf or

otherwise) to the Customer, which may effect the Facility.

ICICI Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. ICICI Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility .

Without limitation to the other provisions of this agreement, ICICI Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of ICICI Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any cellular service provider and ICICI Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, ICICI Bank's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility.

Notwithstanding here in the contrary, ICICI Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by ICICI Bank in that behalf or otherwise).

The Customer agrees that ICICI Bank and / or its Affiliates may hold and process his personal information concerning his Accounts on computer or otherwise in connection with the Facility as well as for analysis credit scoring and marketing. The Customer also agrees ICICI Bank may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to ICICI Bank.

The Customer is solely responsible for protecting his Telephone

Banking Password Identification Number (TPIN)/ Internet Banking /icicibank.com password or mobile phone number and any password given by ICICI Bank for the use of the Facility.

ICICI Bank will not be liable for:

- (a) any unauthorised use of the Customer's TPIN, icicibank.com password or mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's TPIN, icicibank.com password or mobile phone number;
- (b) acting in good faith on any instructions received by ICICI Bank;
- (c) error, default, delay or inability of ICICI Bank to act on all or any of the instructions
- (d) loss of any information/instructions in transmission;
- (e) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

ICICI Bank will not be concerned with any dispute between the Customer and any cellular service provider and/ or any third party providing such services, which shall enable ICICI Bank to provide the Facility. ICICI Bank makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.

ICICI Bank shall not be liable for the oversight on part of the Customer to update himself with the products which have been included in the Facility and specific services for each product as may be provided on the website of ICICI Bank and as will be available with the call centres.

Indemnity

In consideration of ICICI Bank providing the Facility, the Customer agree to indemnify and keep safe, harmless and indemnified ICICI Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which ICICI Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Facility.

The Customer holds ICICI Bank/ its Affiliates, harmless against any loss incurred by the Customer due to failure in the network of the cellular service provider.

The Customer agrees to indemnify and hold ICICI Bank harmless for any losses occurring as a result of the:

- (i) the Customer permitting others to use the Facility through any unauthorized means.
- (ii) the Customer permitting any other person to have access to

his mobile phone or as a consequence of leaving the mobile phone unattended.

Fees

ICICI Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by any cellular service provider in connection with availing of the Facility and ICICI Bank is in no way concerned with the same. The charges payable by the Customer is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Customer on a monthly basis. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time.

Modification.

ICICI Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavour to give prior notice of fifteen days by email or by displaying on the Website depending upon the discretion of ICICI Bank, whichever feasible, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

Termination

The Customer may request for termination of the Facility any time by giving a written notice of at least 15 days to ICICI Bank. The Customer will remain responsible for any transactions made through his Mobile Phone Number through the Facility prior to the time of such cancellation of Facility.

ICICI Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. ICICI Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. ICICI Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Facility.

The closure of all Accounts of the Customer will automatically terminate the Facility. ICICI Bank may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or ICICI Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

Notices

ICICI Bank and the Customer may give notice under these terms and conditions electronically to the mailbox of the Customer

(which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case to ICICI Bank at its operations office at 3rd Floor, South Tower, ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 In addition, ICICI Bank may also publish notice of general nature regarding the facility, which are applicable to all customers of the Facility on its website. Such notice will be deemed to have been served individually to each Customer.

Governing Law

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

ICICI Bank accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer and / or the use of the Facility.

Mobile Alerts Facility

Applicability

All the terms and conditions as applicable to ICICI Bank Mobile Banking Facility shall be applicable, unless excluded specifically or by necessary implication.

Definitions:

In these Terms and Conditions, the following terms shall have the following meanings:

"Alert(s)" means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS") in response to the Triggers sent by the Customer.

"Alert Facility" shall mean the service provide by ICICI Bank wherein a Customer can obtain specific information pertaining to his Account on his Mobile Phone number.

"Triggers" means the customised triggers that are required to be set by the Customer with ICICI Bank which shall enable ICICI Bank to send the Alerts relating to his Account.

Applicability

All primary savings account holders and primary credit card holders can avail of this service.

The last updated mobile number in the records of ICICI Bank would be used to send the Alerts. Currently, Alert Facility is not offered for two Mobile numbers for the same account.

Such Alerts will be available to the Customer only if the Customer is within the cellular service range of the particular cellular service provider or within such area which forms part of the roaming network of such cellular service provider providing services to the Customer availing such roaming facility from respective cellular service provider.

Process

To receive Alerts, the Customer may select and set all or any of the Triggers through ICICI Phone Banking services or by logging into the internet banking account or by submitting an application in the prescribed format as applicable or by any other mode as notified by ICICI Bank from time to time. The Customer shall be required to acquaint himself with the detailed process for using Mobile Alerts and ICICI Bank shall not be responsible for any error made by the Customer while setting the Triggers.

In setting of the Triggers by the Customer, the terms and conditions as applicable to ICICI Bank Phone Banking, ICICI Bank Internet Banking and ICICI Bank Mobile Phone Banking shall also apply.

The Customer acknowledges that Alert Facility will be implemented in a phased manner and ICICI Bank may at a later stage, at its discretion, send Alerts over email, expand the available Triggers or Alerts to meet Customer requirements, or may discontinue all or any of the facility/features. ICICI Bank may, from time to time, change the features of any Trigger or Alert. The Customer shall be required to keep himself informed of the available Triggers or Alerts, which will be made available on the Website.

The Customer may, from time to time, modify the Triggers selected by him, without the necessity of a fresh registration.

The Customer shall have the option of obtaining alerts through two methods:

- i) The Customers can subscribe to the Alert Facility and indicate preference for receiving certain information, which shall then be sent to him at specific points of time. ("Push Alert")
- ii) The Customer (after registering for the Alert Facility) shall be required to send a keyword using SMS to the Website which would describe a particular information request ("Pull Alert"). Such facility is not presently being provided but may be made available at an appropriate time.

Keywords for various information requests shall be as may be provided for, from time to time, including on the application forms, or available at ICICI Phone Banking centres and/or on the Website.

Setting Triggers and Receiving Alerts

ICICI Bank will not acknowledge receipt of any Instructions or Triggers nor shall ICICI Bank be responsible to verify any Instructions or Triggers or the Customer's TPIN or password or mobile phone number. ICICI Bank will endeavour to give effect to Instructions and Triggers on a best effort basis and as soon as practically possible for ICICI Bank.

ICICI Bank may, in its discretion, not give effect to any Triggers if ICICI Bank has reason to believe (which decision of ICICI Bank shall be binding on the Customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

The Customer is responsible for intimating to ICICI Bank any change in his Mobile Phone Number or email address or Account details and ICICI Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address /fax number recorded with ICICI Bank.

The Customer acknowledges that to receive Alerts, his mobile phone number must be active and accessible. The Customer acknowledges that if the Customer's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by ICICI Bank, that particular message may not be received by the Customer.

Triggers will be processed by ICICI Bank after receipt and ICICI Bank shall have the discretion to determine the time taken to process such request. The Customer acknowledges that there shall be an intervening period between receipt of Triggers by ICICI Bank, process of the Triggers and the time that the Alerts are sent.

The Customer acknowledges that the Alert Facility is dependent on the infrastructure, connectivity and services provided by service providers engaged by ICICI Bank. The Customer accepts that timeliness, accuracy and readability of Alerts sent by ICICI Bank will depend on factors affecting other service providers engaged by ICICI Bank. ICICI Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer.

ICICI Bank shall endeavour to provide the Alert Facility on a best effort basis and the Customer shall not hold ICICI Bank liable for non-availability of the Alert Facility or non-performance by service providers, if any, engaged by ICICI Bank or any loss or damage caused to the Customer as a result of use of the Alert Facility (including relying on the Alerts for the Customer's commercial, investment or business purposes) for causes which are not attributable to ICICI Bank. ICICI Bank shall not be liable

in any manner to the Customer in connection with the use of the Alert Facility.

The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorises ICICI Bank to send Account related information, though not specifically requested, if ICICI Bank deems that the same is relevant. ICICI Bank shall not be held responsible for the confidentiality, secrecy and security of the Personal or Account information being sent through the Alert Facility.

Fees

ICICI Bank reserves the right to charge for the Alert Facility and revise such charges and such updates in charges shall be intimated to the Customer through Alerts/ display on the Website depending upon the discretion of ICICI Bank.

IX. Terms and Conditions of the e-Instruction facility of ICICI Bank Limited.

DEFINITIONS

"Affiliate" of ICICI Bank shall mean and include: (a) any company which is the holding company or subsidiary of ICICI Bank; or (b) a Person under the control of or under common control with ICICI Bank; or (c) any Person, in 26% or more of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of this definition of Affiliate, "control" together with grammatical variations means the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of the vote carrying securities, right to appoint member(s) to the Board of Directors by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"Agreement" shall mean these terms and shall include any modification or amendment hereof, in accordance with the terms hereof.

"Client" shall mean a person who has executed a Power of Attorney, in a form, substance and manner, acceptable to ICICI Bank, and agreed and affirmed acceptance of this Agreement.

"Client ID" means the user identification provided to the Client by ICICI Bank to enable access/operation of the e-Instruction Facility;

"Client Password" means the passwords, digital signatures or other means of authentication as ICICI Bank may specify, from time to time provided to the Client or otherwise used by the Client for access and operation of the e-Instruction Facility, using which the Client may authorise or authenticate the Transactions;

"e-Instruction Facility" refers to the services offered by ICICI Bank

in accordance with this Agreement, pursuant to which a Client can generate/ send/ give /issue orders, instructions, directions or mandate to ICICI Bank for execution of Transactions and for operation of the accounts (including demat/savings/fixed deposit/credit card/other accounts) with ICICI Bank given by or through any means of communication, (including facsimile communication, voice, video or text based communications via the telephone, mobile telephony, SMS, email, internet/website based communications) or such other means of communications now existing or hereafter offered/established or being availed of, and such further/other means of communication which ICICI Bank may determine, provided that ICICI Bank shall have the right to discontinue/cease to offer existing communication facilities from time to time.

"ICICI Bank" means ICICI Bank Limited and/or, as the context may require its Affiliate.

"Instruction" means orders, instructions, directions or mandate generated/ sent/given /issued by the Client to ICICI Bank in accordance with this Agreement by or through any means of communication (including without limitation, facsimile communication, voice, video or text based communications via the telephone, mobile telephony, SMS, email, internet/website-based communications) or such other means of communications now existing or hereafter offered/established or being availed of, and such further/other means of communication which ICICI Bank may determine, provided that ICICI Bank shall have the right to discontinue/cease to offer existing communication facilities from time to time,.

"Personal Information" means the information provided by the Client to ICICI Bank in the application form for availing any of the products/accounts (including demat/savings/fixed deposit/other accounts) and/ or services, as provided by ICICI Bank and availed of by the Client from time to time;

"Transaction" means any transaction including but not limited to transactions for purchase, sale , investment, or order for purchase or sale of or application for any offer or public/rights/private placement issue of shares, derivatives (including but not limited to, forwards, futures, swaps and options, funded margin), scrips, stocks, bonds (including Relief Bonds, corporate and government bonds), debentures, promissory notes, securities, mutual fund units (including units of the Unit Trust of India), units of any collective investment scheme or any other security or financial instrument, annuities or other mercantile negotiable instruments or for subscription/application of moneys towards the Public Provident Fund (or other pension fund or scheme) and to apply for fixed/term/other deposits of banks, non-banking financial companies & non-banking non-financial companies , or application for any loan/investment/

banking product or service offered by ICICI Bank, now existing or hereafter offered/established or being availed of, and such further/other transactions which ICICI Bank may determine, provided that ICICI Bank shall have the right to discontinue/cease to offer existing Transactions from time to time.

"Website" means www.icicibank.com.

INTERPRETATION

- (a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". All Transactions are entered into in reliance on the fact that this Agreement and all other terms and conditions that may be specified for usage of the e-instruction Facility are to be read together.
- (b) Words importing any gender include the other gender.
- (c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force;
- (d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of this Agreement;
- (e) Reference to a person includes a natural person, body corporate, unincorporated association, government or governmental, semi governmental or municipal entity; and reference to a party means a party to this Agreement and includes that party's successors, legal personal representatives and permitted assignees.

NOTICES

ICICI Bank may give notice to Client electronically at the mailbox of the Client or in writing by delivering them by hand or by sending them by post to the last address given by the Client.

In addition, ICICI Bank may also publish notices of general nature on its Website, which are applicable to all Clients. Such notices shall have the same effect as a notice served individually to each Client.

AUTHENTICATION PROCEDURE

The Client shall comply and confirm with the prescribed requirements for the purposes of due authentication as shall be stipulated by ICICI Bank from time to time, including without limitation, the following:

- (1) The Client agrees to confirm to the prescribed authentication technologies/ procedures and security measures required for Transactions and undertakes to take all reasonable steps to ensure that the Client Password and Client ID and/or

other identification tools provided to the Client by ICICI Bank, are not revealed to any third Party. If third parties gain access to the Client's accounts/ details/ Personal Information, Client will be responsible and indemnify ICICI Bank against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use.

- (2) The Client must modify the Client Passwords when availing of the e-Instruction Facility for the first time.
- (3) The Client is entirely responsible for the safekeeping and use of the Client ID and Password and/or other identification tools provided/ specified to the Client by ICICI Bank, and any damages and other consequences of their misuse. As a precautionary measure, the link with the e-Instruction Facility will be interrupted after three wrong entries of the Client Password and/or the ID.
- (4) ICICI Bank has no obligation to verify the authenticity of any Transaction instruction sent or purported to have been sent from the Client other than by means of verification of the Client Password and Client ID and/or other identification tools provided/ specified to the Client by ICICI Bank. The Client accepts full responsibility for the monitoring and safeguarding of Client's accounts/ details/ Personal Information.
- (5) ICICI Bank shall advise the Client that it must:
 - a. Keep the Client ID and Client password and/or other identification tools provided/ specified to the Client by ICICI Bank confidential and not reveal them to any third party;
 - b. Choose a password which shall be at least 8 characters and does not relate to any readily accessible personal data such as name, address, telephone number, etc. of the Client or any other easy combination of letters and numbers;
 - c. Commit the Client ID and Client Password and/or other identification tools provided/ specified to the Client by ICICI Bank to memory, and not record them in written or electronic form;
 - d. Not let any unauthorised person have access to its computer and not to leave the computer unattended whilst accessing any product and/or service or the Website vides an online instruction facility.

If the Client forgets or loses the Client ID or Client Password and/or other identification

X. General Terms and Conditions Governing Accounts of Offshore Banking Unit of ICICI Bank at SEEPZ, Mumbai

All the aforesaid terms and conditions that are applicable for all products and channels of the domestic branches of ICICI Bank shall be applicable for products and channels of the Offshore Banking Unit of ICICI Bank at SEEPZ, Mumbai (hereinafter referred to as "OBU") as well.

Additionally, the following terms and conditions shall be applicable for the products and channels of the OBU and to the extent that the following terms and conditions are inconsistent with the terms and conditions applicable for all products and channels of the domestic branches of ICICI Bank, the following terms and conditions shall prevail with respect to the products and channels of the OBU :

1. Only persons not resident in India and such persons resident in India who are eligible to open accounts with the OBU as per applicable law (including applicable FEMA/ Reserve Bank of India regulations) from time to time are entitled to open accounts/ deposits with the OBU. A minimum deposit may be prescribed for opening any account under a relationship. A minimum average balance during a quarter may also be required to be maintained in accounts. Failure to maintain the prescribed average minimum balance will attract service charges as may be stipulated by the OBU from time to time.
2. The OBU does not normally act on fax and other electronic instructions from its customers. However, the customer may authorise the OBU to execute their instructions by fax and/or other electronic means of communications upon specifically indemnifying the OBU for carrying out fax and/or other electronic instructions in a form and manner acceptable to the OBU. Even with such indemnity the OBU reserves the right not to act on any fax or electronic instructions in its sole discretion. In any case all instructions given by fax or other electronic form must be mailed in original hard copy to the OBU by the customer on the same day of receipt by the OBU of such fax or other electronic instruction.
3. Deposits placed with the OBU are not covered by deposit insurance by the Deposit Insurance and Credit Guarantee Corporation of India. It shall be the sole discretion of the OBU to determine whether or not to provide any kind of insurance cover for the deposits. The nature of the insurance, if any and the insurer, if any shall also be at the sole discretion of the OBU.
4. Accounts with the OBU cannot be transferred to any other branch of ICICI Bank.

<p>5. In the event that the OBU agrees, at its sole discretion, to collect/ purchase/ negotiate/ discount cheques (including without limitation any USD cheque or cheques drawn on US banks or other financial institutions in the United States of America) drafts, bills, dividend / interest warrants and other instruments issued in favour of the customer ("Instruments"), in consideration of the OBU agreeing as aforesaid and/or crediting or agreeing to credit the proceeds thereof to the customer's account or any account and/or purchasing, discounting, negotiating or agreeing to purchase discount or negotiate Instruments from the customer, the customer will indemnify the OBU against all moneys, liabilities, losses, costs, damages, demands, proceedings, claims and expenses of whatsoever nature (whether actual or contingent) including legal costs on a full indemnity basis paid incurred or suffered by the OBU under or arising from or in connection with the Instruments or the enforcement of the rights herein, whether or not the same results from the commission of any breach of contract or duty on the customer's part or the part of any party to the Instruments and whether or not the OBU shall have any legal right to claim or have availed itself of the OBU's legal remedies against the customer or any party to the Instruments and notwithstanding that the OBU may have received the proceeds of the relevant Instrument whether on collection or otherwise or paid the proceeds thereof to the customer or that the customer has altered the customer's position after receipt of the proceeds thereof.</p> <p>6. All credit balances in the name of or held for the account of the customer with the OBU shall be repayable and collectible only at the OBU.</p> <p>7. The customer hereby irrevocably authorises the OBU to disclose, as and when the OBU is required to do so by applicable law or when the OBU regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any account of the customer with the OBU or any ICICI Bank Limited branch whether singly or jointly with others or otherwise), any information relating to the customer, its account(s) or other assets held on the customer's behalf to:-</p> <ul style="list-style-type: none"> a. its head office, affiliates or any other branches or subsidiaries of ICICI Bank Limited; b. its auditors, professional advisers and any other person(s) under a duty of confidentiality to the OBU; c. vendors, installers, maintainers or servicers of the OBU's computer systems; 	<ul style="list-style-type: none"> d. any exchange, market, or other authority or regulatory body having jurisdiction over the OBU, its head office or any other branch of ICICI Bank Limited or over any transactions effected by the customer or for the customer's account; e. any party entitled to make such demand or request; f. any person with whom the OBU contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks; g. any person (including any agent, contractor or third party service provider) with whom the OBU contracts or proposes to contract with regard to the provision of services in respect of the customer's account(s) or in connection with the operation of the OBU's business; h. any person employed with, or engaged as an agent by, the OBU or its head office or affiliates, including any relationship officers, whether in India or elsewhere, for the purposes of or in connection with interactions with the customers or providing services to the customers' processing transactions pertaining to the customers' accounts; and i. (to enable the OBU to centralise or outsource its data processing and other administrative operations) to the OBU's head office, its affiliates or third parties engaged by the OBU (whether within or outside India) for any such services/operations. <p>8. Any customer with an account with any branch of ICICI Bank Limited hereby agrees to provide on a voluntary basis all his/her/its personal and account information and records to the OBU which, together with any information generated or received by the OBU, may be:</p> <ul style="list-style-type: none"> (a) collected and kept by the OBU (including any agent or subcontractor appointed by the OBU) in any country (as the OBU may consider appropriate) for the purposes of the OBU maintaining its relationship with the customer and offering or providing services on accounts or investments made with or through the OBU or other future services or products; (b) used by the OBU to carry out matching procedures whether or not for the purpose of taking adverse action against the customer(s) or maintain a credit history (whether or not the relationship with the OBU is terminated) for the OBU's present or future reference. <p>9. The customer hereby agrees and consents that the OBU shall be entitled, in connection with the customer's application for</p>
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any account, facilities or services provided by the OBU, or during the course of the customer's relationship with the OBU, to obtain and procure information pertaining to the customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to the OBU.

10. The products and services of the OBU entail only a relationship between the customer and the OBU and not with any other office or branch of ICICI Bank Limited . The customers hereby waive any right of action against any of the other offices or branches of ICICI Bank Limited. The other offices of ICICI Bank shall not in any manner be liable for any delays, losses, damages, claims or expenses of whatsoever nature arising in relation to any customer's relationship with the OBU. The customers further waive any claims or actions that the customers may have in any jurisdiction outside India. With specific reference to customers in the United Arab Emirates, the customers hereby agree and confirm that ICICI Bank Representative Office, Dubai, UAE is only a marketing office and shall not be liable or responsible for any delays, losses, damages, claims or expenses of whatsoever nature and the customers have no right of action against ICICI Bank Representative Office, Dubai, UAE and the customers expressly waive any claims or actions in the United Arab Emirates.
11. By establishing a relationship with the OBU, the customers hereby irrevocably accept Indian laws as the governing laws and submit to the exclusive jurisdiction of the courts of Mumbai (unless otherwise specified in writing in relation to specific transactions). OBU, however, shall be entitled to make any suit, action or proceeding arising out of or in connection with the relationships or any transactions against the customers in any court of competent jurisdiction and concurrent proceedings in any number of jurisdictions and the customers shall not raise any objections to the same.