

**TERMS & CONDITIONS GOVERNING MOBILE BANKING FACILITY**  
**(till 16.10.2009)**

**[New Terms & Conditions w.e.f. 17.10.2009](#)**

**DEFINITIONS:**

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

"Account/s" shall mean any one or more accounts held and/or facilities provided by/to the Customer, by ICICI Bank and/or any of its Affiliate including but not limited to savings accounts, current accounts, credit card or debit card accounts, loans, investments or such other accounts and/or facilities as may be determined by ICICI Bank and/or its Affiliate from time to time, for which the Facility is being offered or may be offered in future.

"**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 terms and conditions, "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.

"**Alert(s)**" means the customised messages sent to the Mobile Phone Number as an SMS in response to the Triggers set by the Customer.

"**Alert/Push Facility**" shall mean the service provided by ICICI Bank wherein a Customer can obtain specific information pertaining to his Account on his Mobile Phone Number.

"**Customer**" shall mean a customer of ICICI Bank or of an Affiliate or any person who has applied for any product/service of ICICI Bank.

"**ICICI Bank**" shall mean ICICI Bank Limited, a company incorporated under the Companies Act 1956 and a bank within the meaning of 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. The expression "ICICI Bank" shall, unless it be repugnant to the subject or context hereof, include its successors and assigns.

"**ICICI Bank Contact Number**" refers to the number/s provided by ICICI Bank to its Customers for availing of Request/Pull Facility or such other facilities which may be availed of through the ICICI Bank Contact Number, as communicated by ICICI Bank from time to time.

**"Facility"** shall mean mobile banking facility (which provides the Customers, 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. **"ICICI Bank 24-Hour Customer Care Centre"** refers to ICICI Bank - Phone Banking Service provided by ICICI Bank to the Customers.

**"Infinity"** refers to the trade name of ICICI Bank's Internet Banking Service / website owned, established and maintained by ICICI Bank at the URL [www.icicibank.com](http://www.icicibank.com).

**"Mobile Phone Number"** shall mean the number registered/provided by the Customer on Infinity, through ICICI Bank 24 Hour Customer Care Centre or in writing (either through any form provided by ICICI Bank or otherwise), for the purpose of availing the Facility.

**"Payer"** refers to the User who holds a Savings Bank Account with ICICI Bank.

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

**"Request/Pull Facility"** shall mean facility through which Customers will be able to make requests about their Account/s by sending "key words" through SMS to ICICI Bank Contact Number provided by ICICI Bank for the purpose.

**"RBI"** shall mean the Reserve Bank of India.

**"SMS"** shall mean Short Messaging Service, which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

**"Triggers"** shall mean 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/s on the Mobile Phone Number.

**"Mobile Banking Menu"** shall mean the mobile banking application which can be installed on the mobile phone handset to access information pertaining to the Account/s, by keying in digits representing the relevant menu option.

**"GPRS"** shall mean the General Packet Radio Service.

In these Terms and Conditions, unless the contrary intention appears:

(a) a reference to :

an **"amendment"** includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

an **"authorisation"** or **"approval"** includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

**"law"** includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.

(b) the singular includes the plural (and vice versa);

(c) the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;

(d) reference to the words “include” or “including” shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neuter genders;

(f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank;

### **APPLICABILITY OF TERMS AND CONDITIONS**

These terms and conditions (“**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 24-Hour Customer Care Centre , Infinity and relating to any Account of the Customer and /or any other product/services provided by ICICI Bank and/or 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 24-Hour Customer Care Centre and/or Infinity and/or by any other method as provided by ICICI Bank from time to time including application through forms as prescribed by ICICI Bank from time to time for use of the Facility.

Application for the Facility made by use of ICICI Bank 24-Hour Customer Care Centre and/or Infinity shall be accepted only after authentication of the Customer through any mode of verification as may be stipulated by ICICI Bank from time to time as may be decided at the discretion of ICICI Bank.

The Facility shall be activated after a minimum of 2(two) working days from the date of receipt of the application on Infinity or at the ICICI Bank 24 Hour Customer Care 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 (seven) working days from the date of receipt of the application at ICICI Bank’s branches.

### **ELIGIBLE CUSTOMER**

The Customer desirous of using the Facility should be either a sole Account holder or authorised to act independently. In case of joint Account/s, the written mandate of other account holders 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**

Section 3 of Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his digital signature and Section 5 provides legal recognition to digital signature for authentication of electronic records.

However ICICI Bank has adopted the mode of authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of debit card PIN allotted by ICICI Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of ICICI Bank, which are not recognized under Information Technology Act, 2000 for authentication of electronic records. Therefore, the Customer is solely responsible to maintain the secrecy and confidentiality of the PIN without any liability of ICICI Bank in this regard.

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 vary the services offered through the Facility at its sole discretion. Only those Account/s opened with the Affiliates of ICICI Bank and attached to the respective Infinity user-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 specific service providers in relation to whom the Facility is not available shall be informed to the Customer by ICICI Bank, when enquired. The Facility is currently available to only to the Customers holding Account/s 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 the Facility through the Mobile Phone Number.

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 debit card PIN 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 of the Customer promptly, provided that ICICI Bank, shall not be responsible for the delay in carrying out such instructions due to any reason whatsoever, including, but not limited to, failure of operational system or any requirement of law or ICICI Bank's internal policies.

## **AUTHORITY TO ICICI BANK**

The Customer irrevocably and unconditionally authorises ICICI Bank to access all his Account/s for effecting banking or other transactions through the Facility and to share the

Account information with any third parties for the purpose of accepting/ executing such requests of the Customers.

## **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.

## **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. The Alerts would be sent on the Mobile Phone Number, last registered with ICICI Bank. Alerts will not be offered for two Mobile Phone Numbers for the same Account or Account/s under the same Infinity user-id. The same Mobile Phone Number cannot be registered for availing the Facility in relation to different Account/s under different Infinity user-id. Keywords for various information requests shall be as may be provided for, from time to time, including on the application forms, or as available at ICICI Bank 24-Hour Customer Care Centre and/or on the Infinity.

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. 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).

## **ACCURACY OF INFORMATION**

The Customer undertakes to provide accurate and complete information wherever required and shall be solely responsible for the correctness and completeness of information provided by him to ICICI Bank at all times, including, but not limited to, 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.

## **DISCLAIMER OF LIABILITY**

ICICI Bank shall not be responsible for any failure on the part of the Customer to utilise the Facility due to the Customer not being within the geographical range within which the Facility is offered and which forms part of the roaming network of such cellular service provider, providing services to the Customer availing such roaming facility from the respective cellular service provider. If the Customer has reason to believe that the Mobile Phone Number is / has been allotted to another person and / or there has been an unauthorised transaction in the Account and / or his mobile phone handset is lost, he shall immediately inform ICICI Bank of the same.

The Customer agrees that ICICI Bank shall not be liable if:

a) the Customer has breached any of the terms and conditions, contained herein or

b) the Customer has contributed to or the loss is 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 by use of the Facility; 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.

ICICI Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold ICICI Bank liable for non-availability of the 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 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 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 Facility. The Customer agrees that the access to the Facility shall be only 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.

Under no circumstance, ICICI Bank shall be held liable 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. ICICI Bank shall not be liable under any circumstances 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 for 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 affect 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 per-

formance 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 terms and conditions, 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 anything in the contrary provided in this terms and conditions, ICICI Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular service provider or any third party service provider (whether appointed by ICICI Bank for such purpose or otherwise).

The Customer agrees that ICICI Bank and / or its Affiliates may hold and process his personal information concerning his Account/s 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 debit card PIN/ Infinity password or Mobile Phone Number and any other password that may be issued by ICICI Bank for the use of the Facility.

ICICI Bank will not be liable for:

(a) any unauthorised use of the Customer's debit card PIN, Infinity password or Mobile Phone Number or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's debit card PIN, Infinity password or Mobile Phone Number;

(b) acting in good faith on any instructions received by ICICI Bank from or on behalf of the Customer in relation to the Facility;

(c) error, default, delay or inability of ICICI Bank to act on all or any of the instructions given by the Customer

(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, through which the Facility is being availed by the Customer. 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 may provide any other services as a part of the Facility and ICICI Bank shall not be liable for the oversight on part of the Customer to update himself with the addition of services which have been included in the Facility and specific services for each product as may be provided on Infinity and as will be available at ICICI Bank 24-Hour Customer Care Centre.

## **INDEMNITY**

In consideration of ICICI Bank providing the Facility, the Customer, at his own expense, agrees to indemnify, defend and hold harmless, ICICI Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that ICICI Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the Customer or otherwise for use of the Facility.

The Customer agrees to indemnify, defend and hold harmless ICICI Bank and/or its Affiliates, against any loss incurred by the Customer due to failure to provide the services offered under the Facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

The Customer agrees to indemnify, defend and hold harmless, ICICI Bank and/or its Affiliates from any losses occurring as a result of the:

- i. the Customer permitting any third parties to use the Facility.
- ii. the Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

## **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 notifying the Customer of such revision. 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 Infinity from time to time.

## **MODIFICATION**

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits in relation to the Facility. ICICI Bank may communicate the amended Terms and Conditions by hosting the same on Infinity or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto as may be posted on Infinity and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Facility. Any change in the Terms and Conditions (other than interest charges and rates) shall be communicated to the Customer, in the manner as aforesaid, one month prior to the date of their implementation.

## **Termination**

The Customer may request for termination of the Facility at any time by giving a written notice of at least 15 days to ICICI Bank. The Customer will continue to be responsible for any transactions that may have been effected through the Mobile Phone Number in relation to the Facility prior to such cancellation of the 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 Account/s 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 writing) or in writing by delivering them by hand or by sending them by post to the registered address of the Customer, last recorded with ICICI Bank and in case to ICICI Bank at its office at 3rd Floor, South Tower, ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051. In addition, ICICI Bank shall also provide notice of a general nature regarding the Facility and the Terms and Conditions, which are applicable to all Customers using the Facility, on its Infinity and/ or also by means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS") or other mode as may be deemed fit by ICICI Bank. 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 Account/s of the Customer and / or the use of the Facility.

### **SETTING TRIGGERS AND RECEIVING ALERTS**

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 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 is sent by ICICI Bank, that particular Alert 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 provision of the Facility is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by ICICI Bank or otherwise. The Customer accepts that timelines, accuracy and readability of Alerts sent by ICICI Bank will depend on factors affecting other service providers engaged by ICICI Bank or otherwise. 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.

### **SERVICES OFFERED UNDER THE FACILITY**

Currently, ICICI Bank provides Alerts Facility and Requests Facility to the Customer for Account/s . Format of sending keyword for accessing the Alert Facility and Request Facility shall be, as explained on Infinity and as modified from time to time. ICICI Bank shall specify from time to time the limit for generating Alert(s) for the Facility through Infinity. Also, ICICI Bank shall specify addition of new Alert Facility or Request Facility on Infinity.

Ways of accessing the Facility :

Currently, Customers may access Request/Pull Facility by using any of the following:

**1) Sending SMS\* to 5676766 / 9837142424**

- 2) Through R-world\* for Reliance customers
- 3) Through Menu Based requests on GPRS\* enabled handsets
- 4) Using "SMS\* or GPRS\* service on Menu Based Mobile Banking

\*Operator Charges Applicable.

### **FUNDS TRANSFER FACILITY**

The Payer accepts that he will be responsible for keying in the correct details which are required to make fund transfers through the abovementioned facility; such details being specified by ICICI Bank from time to time. In no case, ICICI Bank will be held liable for any erroneous transactions arising out of or relating to the Payer keying in erroneous details required to make fund transfers through the abovementioned facility.

If the abovementioned facility is made available to the Payer, it may be used for transfer of funds from Account/s to other accounts belonging to third parties maintained at ICICI Bank and/or at any other bank which falls under the network of RBI's Electronic Fund Transfer or National Electronic Fund Transfer system or Real Time Gross Settlement. In such an event, the terms applicable to such facilities, in addition to those applicable to the Facility, shall be applicable.

The liability of ICICI Bank shall only commence subsequent to the debit in the Payer's account.

### **Limit of Transactions**

Customers shall be able to make financial transactions of up to Rs. 5,000/- per day for funds transfer and Rs. 10,000/- per day for bill payment . ICICI Bank may, at its sole discretion, increase or reduce the limit up to the limit as permissible under applicable laws.

### **MISCELLANEOUS**

ICICI Bank may at any time provide the Customer with details of the various products, offers and services offered or to be offered by ICICI Bank Limited / its Affiliates through the Facility.

The Customer authorises ICICI Bank to utilize the information provided by him for availing the Facility, for the purposes of information provided by ICICI Bank in its applications, surveys, mailing lists and other purposes. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for the Customers.

ICICI Bank reserves the right to revise the policies, features and benefits offered through the Facility from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The Customer will be bound by such revisions/changes unless the Customer terminates the Facility.

The Customer shall comply with all such terms and conditions as ICICI Bank and/or its Affiliates may prescribe from time to time for facilities/ services availed of by the Customer. All such transactions effected by or through facilities for conducting remote transactions including the internet, Infinity, world wide web, electronic data interchange, ICICI Bank 24-Hour Customer Care Centre, teleservice operations (whether voice, video, data

or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by ICICI Bank or its Affiliates for such facilities/ services, as may be prescribed from time to time.

## **SET-OFF**

- (i) ICICI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any other Account/s of the Customer maintained with ICICI Bank and / or Affiliates, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank and/or Affiliates (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the User in any capacity) towards the satisfaction of the Customer's liability under the Facility. ICICI Bank and/ or Affiliates are entitled without any notice to the Customer, to settle any indebtedness whatsoever owed by the User to ICICI Bank and/or Affiliates, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any Account/s held by the Customer with ICICI Bank and/or Affiliates notwithstanding that the deposit(s)/ balances lying in such Account/s may not be expressed in the same currency as such indebtedness. ICICI Bank's and its Affiliates' rights hereunder shall not be affected by the Customer's bankruptcy, death or winding-up. It shall be the Customer's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.
- (ii) In addition to the above mentioned right or any other right which ICICI Bank and its Affiliates may at any time be entitled whether by operation of law, contract or otherwise, ICICI Bank is authorized / will be entitled: (a) to combine or consolidate at any time all or any of the Accounts and liabilities of the Customer with or to any branch of ICICI Bank and/or its Affiliates; (b) to sell or otherwise dispose off any of the Customers' securities or properties held by ICICI Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to ICICI Bank and/or to the Affiliates from the Customer, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its Affiliates.

### Disclaimer:

"ICICI Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/ services."

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