

Terms & Conditions for ICICI Bank e-business

DEFINITIONS

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, Alkapuri, Vadodara, India, 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, which term shall include its successors and assigns.

ICICI Securities and Finance Company Ltd. (hereinafter referred to as I-Sec), a company incorporated under the Companies Act, 1956 and having its registered office at Strand Place, 41/44 Minoo Desai Road, Behind Radio Club, Colaba, Mumbai 400 005, which term shall include its successors and assigns.

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 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, 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 organization or other body whatsoever.

ACCOUNT refers to the CLIENT's Current Account and/ or any other type of account so designated by ICICI BANK to be eligible account(s) for operation of the ONLINE SERVICES. The account(s) for which the ONLINE SERVICES is availed should be in the name of the CLIENT.

CLIENT refers to a corporate customer of ICICI Bank availing online Banking and Transaction services like Corporate Internet Banking, Debt Online, Forex Online, Derivatives Online and such other similar services (hereinafter referred to as ONLINE SERVICES) that may be offered in future.

In the case of CLIENT being a Company, the Board of Directors, and in the case of an CLIENT being a corporate body other than a company, the person or persons having substantial power of management and control over such corporate body shall authorize specific person(s) (hereinafter referred to as USER and defined in the following paragraph) who will be allowed to have access to the ONLINE SERVICES and the said authorization by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with ICICI Bank.

CLIENT INFORMATION refers to the information about the CLIENT obtained in connection with the ONLINE SERVICES. CLIENT ID means the user identification provided to the CLIENT by ICICI BANK to enable access to its accounts with ICICI Bank. CLIENT PASSWORD means the password, digital signatures or other means of authentication as ICICI Bank may specify, from time to time

provided to/required to be provided by the CLIENT for accessing its accounts with ICICI Bank, using which the CLIENT may authorize or authenticate the Transactions; PERSONAL INFORMATION means the information provided by the CLIENT to ICICI Bank in the application form for availing any of the ONLINE SERVICES, as may be provided by ICICI Bank from time to time; TRANSACTION means any transaction for purchase or sale of shares, stocks, securities, currency or any other financial, fiscal and monetary instrument or banking or other services now existing or being availed of or hereafter entered into or to be provided between/by ICICI Bank and/to the CLIENT. ICICI Bank may decide to permit other Transactions or to discontinue existing Transactions from time to time, which shall be communicated in such form or manner as ICICI Bank may determine. USER refers to a person authorized by the CLIENT who would be actually operating the ONLINE SERVICES as agent of the CLIENT.

Any communication addressed to the USER by ICICI Bank is deemed to have been addressed to the CLIENT as well. Similarly, any communication and/or action of the USER through the ONLINE SERVICES offered by ICICI Bank will be legally binding on the CLIENT.

WEBSITE refers to www.ICICIBank.com, which is owned, operated and maintained by ICICI BANK for inter alia offering its ONLINE SERVICES to its CLIENT. The WEBSITE acts as a facilitator for transactions between ICICI Bank Limited and its AFFILIATES (collectively referred to as ICICI) and CLIENT and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the WEBSITE may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators.

INTERPRETATION

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 the Online Terms and Conditions and all other terms and conditions specified are to be read together.

In this document, all references to the CLIENT and/or USER being referred in masculine gender will also include the feminine gender.

ACCESSING ONLINE SERVICES

ICICI Bank may offer ONLINE SERVICES to selected CLIENTS at its discretion. The CLIENT would need to be an Internet user or have legal access to the Internet and knowledge of how the Internet works.

ICICI Bank will advise from time to time the Internet software such as Browsers, which are required for accessing the ONLINE SERVICES. There will be no obligation on ICICI Bank to support all the versions of this Internet software.

NOTICES

ICICI BANK and the CLIENT may give notices under these terms :

- Electronically to the mailbox of either Party.

- In writing by delivering them by hand or by sending them by post to the last address given by the CLIENT and in the case of ICICI Bank to the below mentioned address.

ICICI Bank Limited,
ICICI Bank Towers,
Bandra Kurla Complex,
Mumbai 400 051.

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: The CLIENT agrees to confirm to the prescribed authentication technologies and security measures required for TRANSACTIONS and undertakes to take all reasonable steps to ensure that the CLIENT PASSWORD is not revealed to any third Party.

- The USER would be allotted a Corporate Id, User-Id and a secret CLIENT PASSWORD by ICICI Bank in the first instance. The USER will be required to change the CLIENT PASSWORD assigned by ICICI Bank on accessing the ONLINE SERVICES for the first time. As a safety measure the USER shall change the CLIENT PASSWORD as frequently thereafter as possible.

In addition to User-Id and CLIENT 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 CLIENT is entirely responsible for the safekeeping and use of the CLIENT ID and CLIENT PASSWORD and where applicable, any damages and other consequences of their misuse. As a precautionary measure, the link with the Service will be interrupted after three wrong entries of the CLIENT ID and/or CLIENT PASSWORD.
- The CLIENT must exercise due care to see that the confidentiality of the CLIENT PASSWORD and CLIENT ID is maintained. If third parties gain access to the services, including CLIENT'S accounts, CLIENT will be responsible and shall 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.
- 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. The CLIENT accepts full responsibility for the monitoring and safeguarding of CLIENT'S accounts.
- The CLIENT shall ensure that the USER shall not attempt to access the information and other details stored in the computers of ICICI

Bank through any means other than the ONLINE SERVICES. The CLIENT should also ensure that unauthorized persons are not allowed to access its ACCOUNT(S).

- The CLIENT shall ensure that the USER shall not use the facilities provided as a part of the ONLINE SERVICES to attempt to access information stored in the computers of ICICI Bank that pertains to accounts of a third party with ICICI Bank or transactions between ICICI Bank and any third party.
- The CLIENT understands and agrees that the password is for the purpose of verifying the authenticity of the transactions undertaken by the CLIENT and shall have the same effect as the specimen signature of authorized signatory of the CLIENT and the CLIENT shall be bound by the transactions initiated by use of password.
- ICICI Bank shall advise the CLIENT that it must:
 - Keep the CLIENT ID and CLIENT PASSWORD confidential and not reveal the CLIENT PASSWORD to any third party.
 - Choose a CLIENT 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;
 - Commit the CLIENT ID and CLIENT PASSWORD to memory and not record them in written or electronic form
 - Not let any unauthorized person have access to its computer and not to leave the computer unattended whilst accessing any product and/or service or the WEBSITE.

If the CLIENT forgets or loses the CLIENT ID or CLIENT PASSWORD, the CLIENT can request for change of the CLIENT PASSWORD by sending a duly authorized written request to ICICI BANK.

GOVERNING LAW AND JURISDICTION

The provisions of these Terms and Conditions shall be governed by, and construed in accordance with Indian law and the courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter hereof.

□ Any dispute, controversy or claims arising out of or relating to the ONLINE SERVICES or the breach, termination or invalidity of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

□ In the event of a dispute between the CLIENT and ICICI Bank or between the CLIENT and an AFFILIATE with respect to any matter arising hereunder, an arbitrator shall be appointed by ICICI Bank.

□ The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.

□ The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

□ The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction. Neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

FOREIGN JURISDICTION

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 WEBSITE can be accessed by a person in a country other than India would not mean that the laws of the said country would govern the ONLINE SERVICES and any matter related to hereunder. The ONLINE SERVICES shall not be available to foreign residents where the ONLINE SERVICES cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents to verify whether the ONLINE SERVICES can be legally accessed and/or utilized in their respective jurisdictions. The Services do not constitute an offer to sell or a solicitation of an offer to buy any Services to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

PRIVACY POLICY

In the process of using this WEBSITE, ICICI BANK may be privy to information relating to the CLIENT, including information that is of a confidential nature. ICICI Bank is strongly committed to protecting the privacy of its CLIENT's and has taken steps to protect the information furnished to it. ICICI Bank has taken all necessary measures to protect the confidentiality of the information and their transmission under the Service and it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of ICICI Bank.

The CLIENT shall not disclose, in any manner whatsoever, any information relating to ICICI Bank of a confidential nature obtained in the course of availing the Services through the WEBSITE, to any other person. Failure to comply with this obligation shall be deemed a serious breach of these Terms and Conditions and shall entitle ICICI Bank to terminate the Online Services without prejudice to any damages to which it may be entitled.

ICICI Bank undertakes not to disclose the information provided by the CLIENT to any person, unless acting under good faith that such action is necessary to:

- conform to legal requirements or comply with legal process;
- protect and defend our rights or property;
- enforce the Terms and Conditions; or
- act to protect the interests of our members or others.

ICICI Bank may also use information including the Personal Information of the CLIENT, share the information with Affiliates and third parties for providing Online Services and any service-related activities such as collecting subscription fees for those Online Services, and notifying or contacting the CLIENT regarding any problem with, or the expiration of, such Online Services. In this regard, it may be necessary to disclose the Personal Information to one or more agents and contractors of ICICI Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from ICICI BANK only for these purposes. The CLIENT authorizes ICICI Bank to exchange, share, part with all information related to the details and transaction history of the CLIENT to banks / financial institutions / credit bureaus / agencies/participation in any telecommunication or electronic clearing network as may be required by law or customary practice and shall not hold ICICI Bank liable for use or disclosure of this information.

The CLIENT agrees that ICICI Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with Online Services as well as for statistical analysis and credit scoring.

RELATIONSHIP BETWEEN PARTIES

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of availing the ONLINE SERVICES or use of this WEBSITE. All TRANSACTIONS shall be entered into by the Parties as principals and ICICI Bank and/or Affiliates shall have no fiduciary duty towards the CLIENT whatsoever notwithstanding that there may be an existing relationship between the Parties.

REPRESENTATION BY THE CLIENT

The CLIENT represents to ICICI Bank (which representations will be deemed to be repeated by the CLIENT on each date on which a Transaction is entered into) that:-

- The CLIENT has the power to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance;
- It shall be the sole responsibility of the CLIENT to comply with all the internal approvals for entering into TRANSACTIONS as may be required.
- Such execution, delivery and performance does not violate or conflict with any law applicable to it and/or any regulatory requirements, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- There is not pending or, to its knowledge, threatened against the CLIENT any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any

arbitrator that is likely to affect the legality, validity or enforceability against it of these Terms and Conditions or its ability to perform its obligations; and

- All applicable information that is furnished in writing, by or on behalf of the CLIENT, to ICICI Bank is, as of the date of the information, true, accurate and complete in every material respect. Provided that the CLIENT shall intimate ICICI Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the CLIENT from executing any Transaction.

TERMINATION EVENTS

This ONLINE SERVICE may be terminated by the CLIENT by giving at least one (1) month written notice and upon ICICI Bank according its consent in writing to the same. The termination of the Service shall be without prejudice to the execution of all outstanding TRANSACTIONS entered into between the Parties. ICICI Bank shall be entitled to receive all fees and other monies becoming due up to the date of such termination. ICICI Bank shall be entitled to deduct any sum payable to it from any amounts ICICI Bank may have to remit to the CLIENT on termination of the Service. ICICI Bank reserves the right to interrupt, suspend or terminate, at any time, without specifying any reason, the access of the CLIENT to the Online Services offered hereunder and will make best efforts to give the CLIENT appropriate notice of the same without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the CLIENT.

The occurrence at any time with respect to a Party of any of the following events constitutes an event of default and the ONLINE SERVICES may be terminated forthwith:-

- Failure by the Party to make, when due, any payment required to be made by it, and if such failure is not remedied on or before the third Business Day after notice of such failure is given to the Party;
- Failure by the Party to comply with or perform any obligation under the Terms and Conditions specified hereunder and if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the Party;
- A representation made or deemed to have been made by the Parties proves to have been incorrect or misleading in any material respect when made or deemed to have been made;
- The occurrence of an "Additional Termination Event";
- The CLIENT:-
 - having a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).
 - becoming insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due.

- making a general assignment, arrangement or composition with or for the benefit of its creditors.
- instituting or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceedings or petition
 - results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or
 - is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- seeking or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or in respect of all or substantially all its assets;
- having a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- causing or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); (8) taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

LIMITATION OF LIABILITY

ICICI Bank shall not be liable for any inaccuracy, error or delay in, or omission of,

- any data, information or message, or
- the transmission or delivery of any such data, information or message; or
- any loss or damage arising from or occasioned by
 - any such inaccuracy, error, delay or omission,
 - non-performance, or

- interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of ICICI Bank.

The CLIENT will immediately notify ICICI Bank in writing, delivered via e-mail or registered post, if CLIENT becomes aware of any loss, theft or unauthorized use of CLIENT's USER ID and PASSWORD; or any failure by CLIENT to receive a message from ICICI BANK indicating that an order was received and executed; or any failure by CLIENT to receive an accurate written confirmation of an execution; or any receipt by CLIENT of confirmation of an order and/ or execution which CLIENT did not place; or any inaccurate information in CLIENT's account balances, securities positions, or Transaction history. If CLIENT fails to notify ICICI Bank immediately upon CLIENT's knowledge when any of the above conditions occur, neither ICICI BANK nor any of its officers, directors, employees, agents can or will have any responsibility or liability to CLIENT or to any other person whose claim may arise through the CLIENT for any claims with respect to the handling, mishandling or loss of any order. ICICI Bank will upon notice, halt or take such steps as are necessary to protect the CLIENT's interest and which steps are capable or permitted for ICICI Bank to do or undertake. Prior to giving of the notice, any loss or damage shall be to the CLIENT's account. Under no circumstances, shall ICICI Bank, its employees, directors, and its third party agents involved in creating, producing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the use/delivery/performance of the WEBSITE, the delay or inability to use the WEBSITE or any links or items on the WEBSITE, the provision of or any inadequacy or deficiency in the provision of services or resulting from unauthorized access or alteration of transmissions or data or arising from interruption, suspension or termination of the Services or for any loss arising from the failure by the CLIENT to comply with any software installation instructions or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the CLIENT or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

INTERRUPTION OF SERVICE

Where the Service provided herein is interrupted for any reason whatsoever, the CLIENT may contact ICICI Bank. ICICI Bank shall in no way be liable for the consequences of any interruption in the Service.

RECEIVING CLIENT'S SECURITIES/ MONIES

ICICI Bank shall keep all securities/monies and other properties belonging to the CLIENT in separate account or segregated from its own assets and shall not use the same for any purpose other than as directed by the CLIENT or authorized under these Terms and Conditions or as required by rules, regulation or law for time being in force. ICICI Bank undertakes that a transfer to and from the account shall be made on the basis of order, instruction, direction or mandate, either standing or specific, duly authorized by the CLIENT.

RIGHT TO ALTER THE SERVICES AND TERMS AND CONDITIONS OF THE SERVICES

ICICI Bank reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the ONLINE SERVICES available through the WEBSITE, and will make best efforts to provide appropriate notice to the CLIENT. Any addition, suspension, revision, amendment, cancellation or suspension of the terms as notified on the WEBSITE may be made by ICICI Bank, by causing a notice of the same to be posted on the WEBSITE and the CLIENT shall be deemed to have accepted the same in the event of its executing any transaction through the WEBSITE after the addition, suspension, revision, amendment, cancellation or suspension has been notified. ICICI Bank may introduce new services in relation to the WEBSITE from time to time. The existence and availability of the new ONLINE SERVICES will be notified on the WEBSITE, as and when they become available.

RESTRICTIONS ON USE

The CLIENT hereby agrees to use the WEBSITE strictly for its internal use and not for any illegal purpose or in any manner inconsistent with the Terms and Conditions. The CLIENT agrees not to use, transfer, distribute or dispose of any information contained in the WEBSITE in any manner that could compete with the business of ICICI Bank and/or Affiliates or otherwise compromise or imperil the interests of ICICI Bank and/or Affiliates. The CLIENT acknowledges that the WEBSITE has been developed, compiled, prepared, revised, selected and arranged by ICICI Bank and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of ICICI Bank and such others. The CLIENT agrees to protect the proprietary rights of ICICI Bank and other parties during and after the term of the Online Services and to comply with all reasonable written requests made by ICICI Bank or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the WEBSITE. The CLIENT agrees to notify ICICI Bank in writing promptly upon becoming aware of any unauthorized access or use of the WEBSITE by any party or of any claim that the WEBSITE infringes upon any copyright, trademark or other contractual, statutory or common law rights. The CLIENT is allowed to download and retrieve data from the WEBSITE on its computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk for its exclusive personal use only. The CLIENT further acknowledges that all the intellectual

property in the WEBSITE and the Service provided continues to vest with ICICI Bank.

The CLIENT shall not:

- reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the Service in violation of the Terms and Conditions or the laws of India;
- create a database in electronic or structured manual form by systematically downloading and storing all or any of the Service, save and except such information as relates to the CLIENT's accounts and Transactions, as the case may be;
- rent, lease, sell, sublicense, or lend any other person access to the WEBSITE and to the Service;
- cache or permit caching by any person;
- do any act that violates the intellectual property right of ICICI BANK or of any other third party in the WEBSITE or the Service offered thereof;
- engage in any fraudulent, abusive or illegal activity, including but not limited to any activity designed or intended to fraudulently obtain the CLIENT PASSWORD or any private information of any user of the WEBSITE;
- use the WEBSITE or the Service to violate the security of any computer network, crack CLIENT PASSWORD or security encryption codes, transfer or store illegal material including threatening or obscene material;
- run mail list or any form of auto-responder, or spam on the WEBSITE.

ICICI Bank may offer at the WEBSITE facility for discussions, chats, postings, transmissions, bulletin boards, and the like, and although ICICI Bank has the right to monitor or review any Service, ICICI Bank is under no obligation to do so and assumes no responsibility or liability arising from the content of any such discussions, postings, transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the WEBSITE. The CLIENT is prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. ICICI Bank will fully cooperate with any law enforcement authorities or court order requesting or directing ICICI Bank to disclose the identity of anyone posting any such information or materials. The CLIENT shall not delete copyright or other intellectual property rights notices from printouts, copies or reproductions of electronically accessed materials obtained from the WEBSITE.

PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the WEBSITE, are registered and unregistered intellectual property rights of ICICI Bank or of respective intellectual property right owners. Nothing contained on the WEBSITE should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the WEBSITE without the written permission of ICICI Bank or such third party that may own the intellectual property displayed on the WEBSITE. ICICI Bank neither warrants nor represents that the use of materials displayed on the WEBSITE by the CLIENT will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with ICICI Bank. ICICI BANK grants the right to access the WEBSITE to the CLIENT and use the Services in accordance with these Terms and Conditions and the Schedules annexed hereto. The CLIENT acknowledges that the Services including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, ICICI Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the Terms and Conditions. The CLIENT should assume that everything it sees or reads on the WEBSITE (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, collectively "the Content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these Terms and Conditions, without the prior written permission of ICICI Bank or the relevant copyright owner. The CLIENT is also advised that ICICI Bank will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. Any breach of the restrictions on use provided in these terms and conditions is expressly prohibited by law, and may result in severe civil and criminal penalties. ICICI Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary), over and above all other remedies available to it, to protect its interests therein. The CLIENT acknowledges that the software underlying the Services as well as other Internet related software which are required for accessing service are the legal property of the respective vendors. The permission given by ICICI Bank to access the Services shall not convey any patent, copyright and licence, proprietary or ownership rights or other intellectual property rights in the above software.

EXTRAORDINARY EVENTS/ TECHNICAL DIFFICULTIES

The CLIENT specifically agrees to hold ICICI Bank harmless from any and all claims, and agrees that ICICI Bank shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, virus attacks, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, theft, or any problem, technological or otherwise or other conditions beyond ICICI Bank's control, that might prevent CLIENT from entering or ICICI Bank from executing an instruction, order, direction. CLIENT further agrees that

the CLIENT will not be compensated by ICICI Bank for "lost opportunity" viz., notional profits on orders, instructions, directions which could not be executed.

LINKS TO WEBSITES

This WEBSITE may contain links to other websites operated by other parties. Such links are provided for the convenience of the CLIENT only and ICICI BANK does not control or endorse such websites, and is not responsible for their contents. The use of such WEBSITE is also subject to the terms of use and other terms and guidelines, if any, contained within each such WEBSITE. In the event that any of the terms contained herein conflict with the terms of use or other terms and guidelines contained within any such WEBSITE, then the terms of use and other terms and guidelines for such WEBSITE shall prevail. The linked web sites are not under the control of ICICI BANK and it is not responsible for the contents of any linked website or any link contained in a linked website, advertisements appearing in or Services offered by or any changes or updates to such websites. This WEBSITE may contain links to websites, web-pages and services also operated by ICICI BANK (the "ICICI BANK Sites"), and the CLIENT's use of each ICICI BANK Site is also subject to the Terms and Conditions herein and other terms and guidelines, if any, governing such ICICI BANK Site. In the event that any of the terms, conditions, and notices contained herein conflict with the terms and conditions governing such ICICI BANK Site, then the terms and conditions governing such ICICI BANK Site shall prevail.

PROCEDURE FOR CHANGING USERS

The CLIENT can revoke the authority of an existing USER, change his USER access profile/authorize a new USER by giving a resolution/mandate in the format prescribed by ICICI Bank. However, all the terms and conditions herein shall continue to apply. In case an authorized USER leaves the services of the CLIENT, the CLIENT shall immediately notify ICICI Bank to disable the user access, giving ICICI Bank reasonable time to do so.

EXECUTION OF THE INSTRUCTIONS, ETC.

The CLIENT agrees to provide ICICI Bank, and/or Affiliates, if so being required to do or if in case it is deemed necessary by ICICI Bank, with a power of attorney in such form, manner or substance as ICICI Bank may require.

DEDUCTION OR WITHHOLDING FOR TAX.

All payments due to ICICI BANK arising under or in respect of these Terms and Conditions will be made free of any deduction or withholding for or on account of any tax, unless such deduction or withholding is required by any applicable law.

CLOSURE OF THE ACCOUNT

The CLIENT agrees that it shall be able to exercise the right to close/freeze the accounts with ICICI Bank, only if there is no obligation pending to be met by the CLIENT towards either ICICI Bank and/or Affiliates.

RIGHTS GRANTED

The CLIENT hereby acknowledges and agrees that any rights not expressly granted herein are reserved.

AMENDMENTS AND MODIFICATIONS

ICICI Bank has the absolute discretion to amend or supplement the Terms and Conditions herein, by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by conspicuously posting notice of such amendment on the WEBSITE or by providing written notice to the CLIENT. Continued use of Online Services after such notice will constitute acknowledgment and acceptance of such amendment.

SURVIVAL OF OBLIGATIONS

The obligations of the Parties under these Terms and Conditions shall survive the termination of any Transaction.

REMEDIES CUMULATIVE.

Except as provided in these Terms and Conditions, the rights, powers, remedies and privileges provided in these Terms and Conditions are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

NO WAIVER OF RIGHTS.

A failure or delay in exercising any right, power or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

SEVER ABILITY

If any provision or condition of these Terms and Conditions shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

HEADINGS

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term.

LEGALITY OF THE TERMS AND CONDITIONS

ICICI Bank's performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained in these Terms and Conditions is in derogation of ICICI Bank's right to comply with governmental, court and law enforcement requests or requirements relating to the use of this WEBSITE by the CLIENT or information provided gathered by ICICI Bank in respect of such use.

NON-TRANSFERABILITY

The grant of any facility to the CLIENT or its USERS under ONLINE SERVICES is not transferable under any circumstance.