

TERMS AND CONDITIONS GOVERNING THE POOLING OF BALANCES

1. DEFINITIONS:

In these terms and conditions (hereinafter referred to as "Terms and Conditions"), the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- a) "Account" shall mean any bank account of the Client with ICICI Bank which is designated as an eligible account by ICICI Bank for the purposes of this Facility.
- b) "Application" shall mean application prescribed by ICICI Bank for availing the Facility.
- c) "Beneficiary" shall mean such person to whom the payment has to be made as per Instructions and/or such persons whose name shall appear on the face of the instrument as the payee.
- d) "Client" shall mean any person having an Account and requesting for availing the Services through an Application.
- e) "Channels" shall mean branches, web interface of ICICI Bank, ATMs of ICICI Bank or phone banking permitted by ICICI Bank through which the Client may supply the requests for debiting any of their accounts.
- f) "Facility" or "Services" shall mean the facility of Pooling of Balances from various Accounts of the Client.
- g) "ICICI Bank" refers to ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under 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.
- h) "Instruction" shall include payment instruction of the Client to ICICI Bank to honor cheques, issue demand drafts and /or pay orders and/or any other instructions for making payments out of the funds held in the relevant Account.¹
- i) "Pooling of Balances" shall mean mapping by ICICI Bank of Client's different Accounts to a common pool in its system such that the aggregate of balances available in all the Accounts is pooled together and made available for execution of Instructions given by the Client for any of the relevant Account.
- j) "Website" refers to the website owned, established and maintained by ICICI Bank at the URL www.icicibank.com.

2. APPLICABILITY

The Client shall make an Application to ICICI Bank for use of the Facility. ICICI Bank shall be entitled at its sole discretion to accept or reject any Application as may be submitted by the Client. By applying for or availing of the Facility, the Client acknowledges as having read, understood and accepted these Terms and Conditions.

PAYMENTS:

- a) ICICI Bank shall act, as a banker to the Client for the purpose of making payments to the Beneficiaries at any of ICICI Bank's locations.
- b) The Client acknowledges that for availing the Facility, the Client shall specify the Accounts to be pooled for aggregating the balances against which Instructions given. The Client shall not specify any sequence/ order in which the funds need to be remitted from these Account(s).
- c) As a result of Pooling of Balances, multiple payment Instructions will be honored depending upon the aggregate balance available in the Account(s) at the relevant time and ICICI Bank is not guaranteeing the closing of Instructions in any particular order or combination.
- d) The Client agrees that under the said Facility, ICICI Bank shall honor the Instructions based on the aggregate amount reflected in the Account as per the Facility irrespective of the particular Account from which the Instructions may have been given.
- e) The Client acknowledges that while making any payment as a result of Pooling of Balances, the Instructions including cheque(s) issued to a third party Beneficiary from a particular Account may get dishonored inspite of sufficient funds being available in that Account at the relevant point of time or as reflected in any of the statements or information provided by ICICI Bank or accessed by the Client. ICICI Bank is not liable for any such rejection/ dishonor due to funds in the Account having been utilized so as to honor a separate payment instruction issued by the Client against a different Account not having sufficient funds. In such cases, ICICI Bank shall not be liable for any dishonor of cheques or instruments due to insufficiency of funds or any action initiated or threatened against the Client under Section 138 (or other relevant provisions) of the Negotiable Instruments Act, 1881 or under any applicable law.
- f) The Client shall be solely liable for maintaining sufficient funds in the Account(s) so as to enable ICICI Bank to provide the said Facility.
- g) Where fixed deposits are mapped to the Facility, the Client agrees that ICICI Bank shall have the right to close the fixed deposit(s) prematurely or partly in order to honor the Instructions issued by the Client. Closure of any such fixed deposit shall be subject to the prevailing policy on premature closure, including penalty, if any, applicable to the relevant deposit.
- h) ICICI Bank is not responsible/ liable for unwinding any transactions or honored Instructions on account of any insolvency or liquidation of the Client or any of its customers.
- i) The Client agrees that access to the Channels would be subject to such terms and conditions as ICICI Bank may, from time to time, provide for availing of such Channels and the Client agrees and undertakes to abide by such terms and conditions.
- j) The Client agrees that ICICI Bank shall be entitled to rely on any communication through the

Channels on an "as is" basis without any obligation or duty to enquire into the genuineness or correctness of such communication and all such communications shall bind the Client.

SIGNATORIES

The Client shall, from time to time, furnish to ICICI Bank, the specimen signatures of its authorised representatives who are authorised to execute/endorse Instruments and receive or collect Instruments and provide instructions to ICICI Bank on behalf of the Client.

DEBIT BALANCE

If for whatever reasons the Account has a debit balance, Customer shall pay interest and other charges as may be decided by ICICI Bank in accordance with the Bank's prevalent rates and practice.

REPRESENTATIONS AND WARRANTIES

The Client represents to ICICI Bank that:

- a) The Client has full power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the Application and availing of the Facility.
- b) Availing of the Facility from ICICI Bank does not or shall not violate or conflict with any law applicable governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. 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 provision of the Facility.
- c) The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India from time to time) in connection with the Facility.
- d) The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.
- e) The Client hereby agrees that ICICI Bank will not be liable for dishonor of any Instrument(s) issued by the Client or any consequences thereof by reason of delay or non-performance of the Facility, including consequences under Section 138 of the Negotiable Instruments Act, 1881. The Client shall be solely liable for ensuring availability of sufficient funds in the Account at all times for avoiding liability under Section 138 of the Negotiable Instruments Act, 1881.
- f) The Client hereby irrevocably agrees to and consents that the Bank may disclose at any time

and share with or in any manner make available to any agencies, bureaus, Affiliates, firms, associations, corporate bodies, banks, financial institutions and other persons any information about the Client where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of ICICI Bank requires such disclosure. Additionally, ICICI Bank may disclose such personal and financial information about the Client that is in the public domain.

- g) The Client further agrees that in case the Client commits default in the repayment of any dues that may arise as a result of the Facility provided by ICICI Bank or interest there on or any of the amounts that may be due to ICICI Bank or any costs, charges and expenses incurred by ICICI Bank on the Client's account, ICICI Bank and/or RBI and/or Credit Information Bureau (India) Ltd will have an unqualified right to disclose or publish the Client's name (including the name of the directors) as defaulter in such manner and through such medium as the Bank and/or the RBI and/or Credit Information Bureau (India) Ltd in their absolute discretion may think fit.
- h) The Client hereby unconditionally and irrevocably authorizes ICICI Bank to reverse any credit entry in the Account, if the same has been wrongly credited to the Account or paid to the Client or any person on behalf of the Client.

The Client agrees and undertakes to duly comply with its obligations in terms of the processes as detailed in Application Form for Pooling of Balances sent to ICICI Bank, and to duly remit the payments for the Services rendered by ICICI Bank.²

- j) ICICI Bank shall not be liable either legally or financially for any inaccuracy, error or delay in, or omission due to any act or omission by ICICI Bank 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, and in case of tampering and unauthorized access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by the intended recipient.

CHARGES

The Client hereby authorizes ICICI Bank to charge the Account held with ICICI Bank with any sum of money that is payable by the Client, if any, in connection with a transaction carried out by ICICI Bank including bank charges for availment of such Facility.

INDEMNITY

The Client agrees to indemnify, without delay or demur, ICICI Bank and keep ICICI Bank indemnified harmless at all times from and against any and all claims, damages, losses, costs, and ex-

penses (including attorney's fees) which ICICI Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- (a) Any loss or misuse of instruments of the Clients.
- (b) Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- (c) Any error, default, fraud, acts, omission, negligence or misconduct of the Client's employees or any agents.
- (d) Any claim by any Beneficiary or third party in relation to any instrument;
- (e) Any claim arising on account of ICICI Bank allowing free movement of funds between the Accounts or provision of the Facility.
- (f) Breach of any obligations, representations or warranties by the Client.
- (g) Any inaccuracy, error or omission of any data, information or message as provided by the Client, or the transmission or delivery of any such data, information or message as provided by the Client;
- (h) Any payment/s against counterfeit or forged instruments and or unauthorized Instructions.
- (i) Any stop payment instructions by the Client;

All indemnities given by the Client to the Bank shall survive the termination of the Facility.

GOVERNING LAW

These Terms and Conditions is governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and the Client irrevocably submits to the non-exclusive jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.

MISCELLANEOUS

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Services including, without limitation to, changes which affect charges or rates and methods of calculation at any time. The Client shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Services so provided by ICICI Bank are repaid in full. ICICI Bank may communicate the amended Terms by hosting the same on its website or in any other manner as decided by ICICI Bank. The Client shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website of ICICI Bank and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

ICICI Bank may terminate and/or suspend the Services as provided hereunder at its sole discretion any time without any prior intimation/notice to the Client.

DISCLAIMER

ICICI Bank shall use best efforts in providing Facility to the Clients. ICICI Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Facility. ICICI Bank makes no express or implied warranty with respect to the Facility. ICICI Bank makes no warranty that (i) the Facility will meet all the requirements of the Client; or (ii) the Facility will be uninterrupted or timely. The Client shall be solely responsible for the Instructions and for safekeeping and security of the instruments.