

Additional Terms and Conditions for Sara/GST facility

These "Additional Terms and Conditions for GST filing Solutions" to be read along with the 'Terms & Conditions governing Corporate Internet Banking & Corporate Mobile Banking' hosted on www.icicibank.com.

1. DEFINITIONS

Below words have the meaning set against them in this document, in addition to the words as defined in Terms & condition governing Corporate Internet Banking & Corporate Mobile Banking, unless the context indicates otherwise. In case of duplication, the meaning defined in this documents prevails:

1. "**Business Day**" shall mean all those days of the week permitted for return filing by GSTN for filing of returns by tax filer.
2. "**Other than Business Day**" shall mean all those days which are nor termed as "Business days".
4. "**Client**" refers to a corporate customer of ICICI Bank availing online banking and Transaction services in the form of Corporate Internet Banking comprising of Tax payments, GST filing solution and such other similar services that may be offered in future.
5. "**Client Information**" refers to the information about the Client obtained by ICICI Bank in connection with any of the Online Services availed/ proposed to be availed by the Client including the information uploaded by the customer at GST filing platform.
6. "**Client ID**" or "**User ID**" means the user identification provided to the Client by ICICI Bank to enable access to GST filings with ICICI Bank.
7. "**Client Password**" means the password 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 GST filings with ICICI Bank, using which the Client may carry out, authorize or authenticate the Transactions.
9. "**GST filing solution**" shall mean the platform offered by ICICI Bank in collaboration with authorised third party vendors, to clients for filling of returns under GST regulations.
10. "**GST Regulations**" shall mean regulations, rules, Laws, guidelines etc., issued by Government or Regulators from time to time and need to be complied by tax filers. It also includes requirements communicated by GSTN and which the GST Suvidha Provider ("**GSP**") needs to comply as GSP
11. "**GST Services**" shall mean the services to be provided by ICICI Bank pertaining to GST filling solutions.
12. "**GSTN**" shall mean Goods and Services Tax Network, a company undertaking a Government of India project for setting up an information technology and communications infrastructure system ("**GST System**") for enabling implementation of Goods and Services Tax ("**GST**") in India.

13. **"GSTIN"** shall mean the unique identity number assigned by GSTN under the GST Regulations to each GST filing entity.

14. **"Personal Information"** means the information provided by the Client to ICICI Bank in the application form for availing any of GST filing Services, as may be provided by ICICI Bank from time to time

15. **"Transaction"** means any non-financial transaction for GST data preparation, GST return filings, Business management, reports, dashboards 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.

16. **"User"** refers to a person authorized through signing of application form or accepting terms & conditions who would be actually performing the various activities, as per his assigned role, on the GST filing solution. Similarly, any communication and/or action of the User through the Online Services offered by ICICI Bank will be legally binding on the Client.

17. **"Website"** refers to icicibank.com including all the services provided through corporate internet Banking which also includes GST filling solution and tax payments.

1. 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.

2. AUTHENTICATION PROCEDURE

1. The Client acknowledges, represents and warrants that the Client Password which will be issued to it, provides access to Client's GST filing solution, apart from any of his existing access on Corporate Internet Banking, if any. Client is the sole and exclusive owner and is the only authorized user of the Client Password and accepts sole responsibility for use, confidentiality and protection of the Client Password, as well as for all orders and information changes entered into Client's GST filing portal using such Client Password. The Client grants express authority to ICICI Bank for carrying out Transactions and giving effect to instructions or relying on documents authenticated by the Client Password and that such Transactions, instructions and documents shall be binding on the Client. The Client shall comply with such guidelines, instructions or terms as ICICI Bank may prescribe from time to time with respect to the Client Password.

2. 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 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 shall be solely responsible for any consequences which may arise and shall indemnify ICICI Bank against any liability, costs or damages incurred or suffered by ICICI Bank arising out of claims or suits by any person including but not limited to such third parties based upon or relating to such access and use.

d) ICICI Bank has no obligation to verify the authenticity of any Transaction instruction sent or purported to have been sent from the Client or any documentation submitted or purported to have been submitted by the Client whether online, or otherwise, other than by means of verification of the Client Password. The Client accepts full responsibility for the monitoring and safeguarding of Client's GST filings and all transactions associated with it.

e) 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).

f) 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

g) The Client understands and agrees that the Client 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 the Client Password.

h) The client understands that, while doing the submission of returns on the GST filing platform, as per the existing GST regulations, client will get OTP on the registered mobile number with GSTN. Client is aware that the OTP sent to the client for any authentication at GST filing platform is sent by GSTN and not by ICICI Bank.

3. INSTRUCTIONS, ETC. BY THE CLIENT

Any instruction, order, direction, request entered using Client's password shall be deemed to be an instruction, order, directive, request received from the Client or its duly authorized representative or Client's duly authorized designate's. All instructions, requests, directives, orders, directions, entered by the Client, either electronically, or otherwise, are based upon the Client's decisions and are the sole responsibility of the Client. The client agrees and acknowledges that the activities, submission & transactions performed on internet banking platform or on the re-directed page from internet banking platform of ICICI Bank, after authentication on internet banking platform, is sole responsibility of the Client. Client agrees and acknowledges to review the prepared data & reports by GST filing solutions before onward submission to GSTN. Client agrees and acknowledges that ICICI Bank has no liability in case of wrong or incomplete submission done by User of Client or Client subsequent to authentication being performed on internet banking platform.

The Client understands that entering an instruction, direction, order, request with ICICI Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. ICICI Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Client until it confirms the receipt of such instruction, direction, order, request.

4. MONITORING AND RECORDING TELEPHONE CONVERSATIONS AND EMAIL

For the protection of the parties, and as a tool to correct misunderstandings, the Client understands, agrees and authorizes ICICI Bank, at its discretion, without any obligation and without further prior notice to the Client, to monitor and record any or all telephone conversations or electronic communications between the Client and ICICI Bank and any of its employees or agents.

5. AUTHORITY TO ICICI BANK

Client acknowledges that ICICI Bank has entered into an agreement with GST Suvidha Provider ("**GSP**") to provide a facility to the customers of ICICI Bank for GST return filing under GST regulations.

Access to the Tax payments and GST filing solution are permitted through Corporate Internet Banking by ICICI Bank only after due authentication of the User by any means including Corporate Internet Banking User-ID and Client Password. The Client grants express authority to ICICI Bank for implementing the instructions given by the User. ICICI Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User and / or the Client through Corporate Internet Banking or purporting to have been sent by the Client via Corporate Internet Banking other than by means of verification of the Corporate Internet Banking User-ID and the Client Password.

The display produced by the User at the time of operation of Corporate Internet Banking is a record of the operation of the Internet access and shall not be construed as ICICI Bank's record of the relative transactions. ICICI Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

6. 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 Clients 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 Online 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 Online 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 against the Client.

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:

- 1) conform to legal requirements or comply with legal process
- 2) protect and defend ICICI Bank's rights or property
- 3) enforce the Terms and Conditions; or
- 4) act to protect the interests of ICICI Bank's members or others.

ICICI Bank may also use information including the Client 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 Client Information to one or more agents and contractors of ICICI Bank and their subcontractors, but such agents, contractors, and subcontractors 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 the Client Information on computer or otherwise in connection with Online Services as well as for statistical analysis and credit scoring.

7. RELATIONSHIP BETWEEN PARTIES

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of availing the GST filing Solution. The client acknowledges that the GST filing solution offered by ICICI Bank is in collaboration with third party.

All Transactions shall be entered into by the Client 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.

8. TERMINATION EVENTS

The availing of 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 Online 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 Online 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 the Client of any of the following events constitutes an event of default and the Online Services may be terminated forthwith:-

- a) Failure by the Client 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 Client;
- b) Failure by the Client 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 Client;
- c) A representation made or deemed to have been made by the Client proves to have been incorrect or misleading in any material respect when made or deemed to have been made;

d) The occurrence of any other termination event as may be communicated by ICICI Bank from time to time. ;

e) The CLIENT:-

1) Having a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

2) 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.

3) Making a general assignment, arrangement or composition with or for the benefit of its creditors.

4) 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

a) 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

b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

5) 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;

6) 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;

7) 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.

9. LIMITATION OF LIABILITY

1) In respect of the Online Service offered, ICICI Bank shall not be liable for any inaccuracy, error or delay in, or omission of:

a) any data, information or message, or

b) the transmission or delivery of any such data, information or message; or

c) any loss or damage arising from or occasioned by

i. any such inaccuracy, error, delay or omission or

ii. non-performance or

iii. interruption in any such data, information or message, or if access to the GST platform 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.

2. The Client will immediately notify ICICI Bank in writing, delivered via e-mail or registered post, if

- a) Client becomes aware of any loss, theft or unauthorized use of Client's User ID and Password; or
- b) any failure by Client to receive a message from ICICI Bank indicating that an order was received and executed; or
- c) any failure by Client to receive an accurate written confirmation of an execution; or
- d) any receipt by Client of confirmation of an order and/ or execution which Client did not place; or
- e) any inaccurate information in Client's account balances, securities positions, or Transaction history.

3. 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.

4. Under no circumstances, shall ICICI Bank, its employees, directors, and its third party agents involved in creating, producing, delivering or managing the Online 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 Online 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, or any consequences which may arise on account of ICICI Bank executing Transactions, instructions of the Client or relying on document authenticated by Client Password ,whether based on contract, tort, strict liability or otherwise.

5. ICICI Bank shall not be liable for the inability of a Client to perform GST filings on account of suspension of services of the third party providing "GST filing solution" by GSTN. ICICI Bank endeavours to keep clients informed about occurrence of such events as soon as such information is made available to ICICI Bank.

6. ICICI Bank shall have no responsibility or liability in relation to failure of any activity, if such activity may have initiated by Client and that has failed or delayed on account of the process of authentication and acceptance of Client's Data by GSTN System or possible down time at GSTN's end.

7. This is customer's responsibility to confirm the returns before submission to GSTN. Any wrong or incomplete filing of returns is sole responsibility of customers and ICICI Bank cannot be held responsible for such occurrences.

8. Customer acknowledges, and agrees that GSTN shall have the sole right and discretion, without any liability of any nature, through all means (whether manual or automated) to accept/reject or deny any Taxpayer/s Data from being transmitted to the GST System from the GSP Platform, including but not limited to, in case of security breach, data traffic beyond the

limit prescribed by GSTN, suspected payload (having virus and/or malware), transfer of corrupt data, termination/suspension/expiry of GSP Agreement or due to any other reasons in terms of the GSP Agreement, and in such cases customer acknowledges and agrees that ICICI Bank shall not be liable in any manner whatsoever.

9. The customer acknowledges, and agrees that they shall follow and adhere with the guidelines of the GSP, prepared, proposed and updated by GSTN, from time to time.

10. INTERRUPTION OF ONLINE SERVICE

Where the Online 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.

ICICI Bank reserves the rights to replace the product offerings with another product which has substantially similar functionality. Any communication in the regards, shall be through notices on corporate internet banking platform public domain notices, print media, statements or through the tickers.

11. RESTRICTIONS ON USE The GST solution may only be used for invoice upload, GSTR Returns preparation, submission, e-signing and filing, GSTR 2 reconciliation, review, generating reports on their desktop through the Portal. ICICI Bank reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Portal. The Client hereby agrees to use the Website including GST filing solution, tax payments 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 of ICICI Bank 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 shall not:

- a) not use the GST filling Solution or any system services accessed through the GST filling Solution/ corporate internet banking to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of Bank and/or the thirds party service providers including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

- b) not use the GST Platform including the GST Application, and the Documentation for any purpose or in any manner other than that expressly set forth in this Terms and Conditions and operating guidelines
- c) Circumvent or modify, attempting to circumvent or modify, or encourage or assist any other person in circumventing or modifying any security technology or software that is part of the Portal;
- d) Activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- e) Modify, Copy, Distribute, Download, Scrap or transmit in any form or by any means, in whole or in part, any Content from the Portal other than your Content which you legally post on, through or in connection with the Portal;
- f) Provide or use "tracking" or monitoring functionality in connection with the Portal, including, without limitation, to identify other users' actions or other activities on the Portal;
- g) Cover or obscure the banner advertisements and/or safety features (e.g., report abuse button) on your personal profile page, or any ICICI Bank's website page via HTML/CSS or any other means;
- h) Interfere with, disrupt, or create an undue burden on the Portal or the networks or services connected to the Portal;
- i) Use any automated system, including, but not limited to, scripts or bots in order to harvest email addresses or other data from the the website or the Portal for the purposes of sending unsolicited or unauthorized material;
- j) Use the Portal in a manner inconsistent with any and all Applicable Law;
- k) Sell, sponsor, or otherwise monetize a service or functionality of the Portal without the express written permission of ICICI Bank;
- l) sub-license, re-sell, lend, license, rent, or otherwise transfer rights or use the Portal, except as permitted under this Agreement;
- m) Disassemble, decompile or reverse engineer any part of the Portal or otherwise attempt to discover or re-create the source code to the website
- n) Make any modification, adaptation, improvement, enhancement, translation, or derivative work of or to the Portal;
- o) Remove, alter, or obscure any proprietary notices (including copyright notices) of ICICI Bank or its licensors on the Portal including pertaining to open source software components, if any;
- p) Use the Portal for purposes for which it is not designed;
- q) Embed the Portal in any third-party applications, unless otherwise authorized in writing in advance by ICICI Bank;
- r) Provide third parties with direct or indirect access (whether remote or otherwise) to the Portal or its capabilities unless permitted under this Agreement.

12. 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, unauthorised 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.

13. 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 Continued use of Online Services after such notice will constitute acknowledgment and acceptance of such amendment.

14. 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, including GST filing solutions, Tax payments and the Mobile Application by the Client or information provided gathered by ICICI Bank in respect of such use.

15. 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 and Conditions, 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 the Online Services. ICICI Bank does not warrant that access to the Website and the Online Services will 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 of the Services or as to the accuracy or reliability of the Online Services. ICICI Bank makes no warranty regarding the Transactions entered into through the Website ICICI Bank will not be liable for any virus that may enter the Client’s system as a result of the Client using the Online Services. ICICI Bank does not guarantee to the Client or any other third party that the Online Services would be virus free.

16. INDEMNITY

The Client 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 the Online Service with reference to :

- (i) a violation of the Terms and Conditions contained herein by the Client;
- (ii) Any deletions, additions, insertions or alterations to, or any unauthorised use of, the Online Services by the Client
- (iii) Any misrepresentation or breach of representation or warranty made by the Client contained herein; or
- (iv) Any breach of any covenant or obligation to be performed by the Client hereunder. The Client 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.

(v) Invalid, improper or unauthentic documentation or instruction submitted by the Client for availing the products and services including but not limited to Online Services associated with Corporate Internet Banking.

The Client 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 Client hereby agrees that under all circumstances, ICICI Bank's aggregate liability for claims relating to the Online Service, whether for breach or in tort including but not limited to negligence, shall be limited to the transaction charges/fees or consideration paid by the Client within the previous twelve (12) months for the Online Service, excluding any amount paid towards transactions.

17. GENERAL

The Client shall not assign these terms and conditions to anybody else. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under these Terms and Conditions. ICICI Bank may transfer or assign its rights and obligations under these Terms and Conditions to any company in the ICICI Bank Group of companies.

The Client 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 Corporate Internet Banking facilities. No third party will have any rights or claims under these Terms and Conditions.

18. APPLICABILITY OF TERMS

These Terms and Conditions form the contract between the Client using the Corporate Internet Banking service for GST filing and ICICI Bank. By applying for Corporate Internet Banking and / or Corporate Mobile Banking and accessing the service the Client acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the Client. Even after service is terminated, this Agreement will remain in effect, including, without limitation, Sections 6-16.

19. GOVERNING LAWS AND JURISDICTION

These terms and conditions shall be construed as per laws of India and courts of Mumbai shall have exclusive jurisdiction for the Client for any dispute in relation to this Agreement.