

ICICI BANK LIMITED'S (ALL INDIA) STANDARD TERMS & CONDITIONS FOR BANKING SERVICE PROVIDED BY ICICI BANK THROUGH BUSINESS CORRESPONDENTS

[Registered on _____, with the Sub-Registrar of Assurances VII, INA, New Delhi vide Registration No. 2,319 in Book No. 4, Vol. No 1,368, on page 134 to 139]

1. DEFINITIONS:

- 1.1 In these terms and conditions ("**Terms**", which expression shall include all amendments and modifications made thereto from time to time) the following words and phrases have the meaning set below unless the context indicates otherwise:
- 1.1.1 "**Account**" shall mean a savings account opened by a customer with ICICI Bank for availing the services as may be provided by ICICI Bank from time to time under the Apna Savings Account through Business Correspondent/s of ICICI Bank using a Relationship card (E-passbook), which will be utilized for facilitating all the Transactions in respect of any facilities/products that the Customer may avail from ICICI Bank through the Business Correspondent/s.
- 1.1.2 "**Authentication Device**" shall mean the electronic data capture terminal/s, imprinter/s, or any other machine/s or device/s provided to the Business Correspondent by ICICI Bank; such expression shall include any replacement, modification, enhancements and/or additions to the Authentication Device (including the software thereto used), as may be provided by ICICI Bank for the purposes specified in this Agreement, and shall, as the subject or context may permit or require, mean any or each of such Authentication Device.
- 1.1.3 "**Authentication**" shall mean the biometric validation by the Customer by using the Relationship Card (e-passbook) in the Authentication Device available with the Business Correspondent.
- 1.1.4 "**Business Correspondents**" shall mean such permitted entities appointed by ICICI Bank to undertake the activities of providing certain services as specified by ICICI Bank from time to time in respect of Apna Savings Account falling within the normal course of ICICI Bank's business, being conducted through such permitted entities at places other than at ICICI Bank's premises and shall, unless it be repugnant to the subject or as the context may permit or require, include, (i) in the case of a company, successors and permitted assigns of the Business Correspondent, (ii) in the case of a trust, the trustee(s) for the time being, the successors and permitted assigns of the Business Correspondent, (iii) in the case of a society, the successors and permitted assigns of the Business Correspondent, (iv) in the case of post office, its successors-in-office and permitted assigns.
- 1.1.5 "**Business Day**" means a day when the office of ICICI Bank is open for normal business transactions.
- 1.1.6 "**Identification Token**" shall mean card/s with electronic chip/s issued by ICICI Bank to the personnel of the Business Correspondent for the purpose of facilitating Transactions through the Authentication Device.

- 1.1.7 **"Identification Token holders"** shall mean the personnel of the Business Correspondent to whom the Identification Token/s bearing their name/s are issued and who are authorised to use the Identification Tokens.
- 1.1.8 **"Clients"** shall, as the context may permit or require, mean Customers and Non-Customers; such expression shall, as the subject or context may permit or require, mean any or each of such Clients.
- 1.1.9 **"Customers"** shall mean the holder/s of the respective Account(s) and to whom Relationship Card (e-passbook) is / are issued by ICICI Bank. The expression "Customers" shall, as the subject or context may permit or require, mean any or each of such Customers.
- 1.1.10 **"Customer Facilities"** shall mean any or all of the following facilities / services and such other facilities / services that may be offered by ICICI Bank to the Customers (subject to applicable terms and conditions) through the Business Correspondents from time to time:
- (i) small value Cash Deposit
 - (ii) small value Cash Withdrawal
 - (iii) small value Funds Transfer
 - (iv) Creation and withdrawal of small value Term Deposit / Recurring Deposit
 - (v) Small Value Fund Remittance to a Non-Customer
 - (vi) disbursement and repayment of small value loan
 - (vii) purchase of micro insurance products / mutual fund products / pension products.
 - (viii) such other services as may be provided by ICICI Bank from time to time.
- 1.1.11 **"Relationship Card (e-passbook)"** shall mean electronic passbook(s) which is / are in the nature of card/s with electronic chip/s. The Relationship Card (e-passbook) will contain details of the documents submitted by the Customers in connection with compliance with norms for "Know Your Customers" (KYC), biometric validation details, details of the Account and records of the Transactions conducted by the Customers through the Business Correspondent and such other details in relation to the Customers, etc. as may be decided by ICICI Bank; such expression shall, as the subject or context may permit or require, mean any or each of such Relationship Card (e-passbook).
- 1.1.12 **"ICICI Bank"** shall mean ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, which expression shall, unless repugnant to or inconsistent with the context thereof, mean and include its successors and assigns.
- 1.1.13 **"Instruction"** refers to the requests made by the Client for availing the Services from ICICI Bank in the form and manner as prescribed by ICICI Bank.

- 1.1.14 **"Non Customer"** shall mean such Persons who are not Customers and who approach the Business Correspondent for availing the Non-Customer Services. The expression "Non-Customers" shall, as the subject or context may permit or require, mean any or each of such Non-Customers.
- 1.1.15 **"Non-Customer Services"** shall mean any or all of the following facilities / services that may be offered by ICICI Bank to the Non-Customers (subject to applicable terms and conditions) through the Business Correspondents from time to time:
- (i) Small Value Funds Remittance to a Non-Customer
 - (ii) encashment of small value remittances
 - (iii) third party cash deposit
 - (iv) purchase of micro insurance products / mutual fund products / pension products / other third party products.
 - (v) such other services as may be provided by ICICI Bank from time to time.
- 1.1.16 **"Self Help Group" or 'SHG'** shall mean an association of persons of not more than twenty (20) individuals or such number of individuals as recognized by NABARD from time to time, that have come together for the purpose of making regular savings and accessing credit facility to address their financial needs.
- 1.1.17 **"Services"** shall mean Customer Services and Non-Customer Services; the expression "Services" shall mean any or each of such Services.
- 1.1.18 **"Small Value Funds Remittance"** shall mean a remittance by a Client to another Client in cash of a value not greater than the limit under the Business Correspondent guidelines set by RBI.
- 1.1.19 **"Transactions"** shall mean the transaction/s for availing the Services carried out by the Client through the Business Correspondent.
- 1.1.20 **"Website"** refers to the website owned, established and maintained by ICICI Bank at the URL www.icicibank.com

2. INTERPRETATION:

- 2.1 All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- 2.2 Words importing any gender include the other gender and neuter gender.
- 2.3 Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

2.4 All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

2.5 The rules of interpretation as set out in the General Clauses Act shall apply to these Terms as if incorporated herein.

3. APPLICABILITY OF TERMS:

3.1 These Terms apply to and regulate the provision of the Services provided by ICICI Bank through Business Correspondents. These Terms form the contract between the Client and ICICI Bank for availing of the Services through the Business Correspondent. The Client shall apply to ICICI Bank in the prescribed form for use/availing of the Services and for availing the Services through the Business Correspondents.

3.2 ICICI Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Client for opening of the Account for availing the Services through the Business Correspondent. ICICI Bank and its Group Companies reserve the right to retain the application forms and other documents provided therewith, including photographs, and will not return the same to the Client.

3.3 The Client confirms that he shall avail/agree to avail the Services through the Business Correspondents only if ICICI Bank Limited's (All India) Standard Terms and Conditions for Banking Services provided by ICICI Bank through the Business Correspondent, mentioned herein and provided on the website of ICICI Bank www.icicibank.com, hereinafter referred to as the "Terms" are acceptable to him / her. The Client acknowledges as having read, understood and accepted the Terms and the "special terms" as applicable for opening the Account with ICICI Bank, and terms and conditions available on the Website www.icicibank.com. The Client also confirms that he is aware that the aforesaid Services are subject to RBI rules, regulations, circulars and guidelines and to all changes/alteration/modification/supplementation, if any, thereto as prescribed by the RBI from time to time and also to the terms and conditions governing the Services.

3.4 The Client acknowledges having read, understood and accepted the brief schedule of charges provided in the tariff sheet displayed at the Business Correspondent location and the detailed schedule of charges as set forth on the website www.icicibank.com. The Client also agrees to abide by the same and to the changes/alteration/modification/Supplementation, if any, to such tariff sheet as prescribed by ICICI Bank from time to time.

3.5 The Customer confirms and agrees that all the particulars and information given by him in the application / relationship form (and all documents referred therein or provided therewith) are true, correct, complete and up to date in all respects and that he has not withheld any information of whatsoever nature. The Customer also understands that the particulars given by him are required as per the existing policies of ICICI Bank and the operational guidelines governing banking companies.

- 3.6 The Customer further agrees and undertakes that ICICI Bank may use the details / documents provided by the Customer with the application / relationship form and/or such other further forms for offering any other products / services to the Customer. Additionally the Customer agrees and undertakes that availing of any product / service by him shall be subject to his fulfilling any eligibility criteria prescribed by ICICI Bank from time to time for such products / services and abiding by the terms and conditions that will be applicable to such products/services offered by ICICI Bank. Such products/services shall be made available to the Customer upon the same being sanctioned by ICICI Bank.
- 3.7 The Customer hereby confirms that there are no insolvency proceedings pending against him, nor has insolvency proceedings ever been initiated against him nor has he ever been adjudicated insolvent by any competent authority or court of law and that the Account shall at all times be operated solely by the Customer only.
- 3.8 These Terms are in addition to and not in derogation of the specific terms and conditions if any applicable to the Services. In case of any inconsistency between the Terms contained herein and the provisions of the terms and conditions governing the Services, these Terms shall prevail.

4. SERVICES:

- 4.1 The Services shall be availed by the Client, through Business Correspondents, in the manner prescribed by ICICI Bank from time to time. The Clients can approach the Business Correspondent for availing the Services or the Business Correspondent shall visit the locations where the Clients are situate / locations designated by the Business Correspondent from time to time, at such periodicity as may be specified by ICICI Bank, in connection with request for the Services.
- 4.2 The Client is responsible for the accuracy and authenticity of the Instructions and the same shall, subject to these Terms, be considered to be sufficient to provide the Services and ICICI Bank accepts no liability for the consequences arising out of any erroneous/incomplete information supplied by the Client.
- 4.3 If the Client notices an error in the Instructions or Transactions, the Client shall immediately advise the Business Correspondent / ICICI Bank, which will endeavor to correct the error wherever possible on a reasonable best efforts basis.
- 4.4 ICICI Bank may refuse to comply with the Instructions or carry out any Transaction without assigning any reason or notice and shall not be under any duty to assess the prudence or otherwise of any Instruction or Transaction and have the right to suspend the operations through Business Correspondent, the Services or carrying out of Instructions or Transaction if it has reason to believe that the Instructions or Transaction will lead or expose to direct or indirect loss to ICICI Bank, or ICICI Bank may require an indemnity and/or other security/comfort from the Client before continuing to restore/perform the Services and/or the Transaction. ICICI Bank shall also have the right to transfer the Services and Transactions being handled by the

Business Correspondent to any other Business Correspondent as may be appointed by ICICI Bank or if it deems fit, to itself carry out the Services and or Transactions directly without the support of any Business Correspondent.

5. APPOINTMENT OF BUSINESS CORRESPONDENTS:

- 5.1 ICICI Bank shall appoint designated Business Correspondents, as ICICI Bank may deem fit, to perform the Services on its behalf.
- 5.2 ICICI Bank shall issue an Authentication Device and Identification Tokens to the Business Correspondent and its personnel for the purpose of providing Services to the Clients. ICICI Bank may at any time, with or without notice, as to the circumstances in ICICI Bank's absolute discretion require, terminate the agreement with the Business Correspondent. ICICI Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Identification Tokens and/or cancel the Identification Tokens at any time without giving any notice or assigning any reason thereof. ICICI Bank is also at liberty to get back/repossess the Authentication Device provided to the Business Correspondents at any time for any reason whatsoever and without notice. In such event the Customers shall be migrated to another Business Correspondent at the sole discretion of ICICI Bank.

6. CUSTOMER SERVICES:

- 6.1 The Customer can avail the Customer Services through the Business Correspondent, as specified by ICICI Bank from time to time, only after presenting the Relationship Card (e-passbook) to the Identification Token holder and after proper Authentication through the Relationship Card (e-passbook) at the Authentication Device available with the designated Business Correspondent and the Transaction details will be recorded on the Relationship Card (e-passbook). The Customer must be present at the place of the Business Correspondent at the time of each Transaction and for providing the Instructions, except otherwise as specified by ICICI Bank/ Business Correspondent.
- 6.2 The Customer shall register his/her biometric validation on the Relationship Card (e-passbook) before the first Transaction is initiated through the Business Correspondent.
- 6.3 The Customer shall at all times ensure that the Relationship Card (e-passbook) is kept at a safe place and shall under no circumstances whatsoever allow the Relationship Card (e-passbook) to be used by any other person. The Customer is responsible for the security of the Relationship Card (e-passbook) and any Transactions done through the Relationship Card (e-passbook). ICICI Bank or the Business Correspondent shall not be held liable for any violation by the Customer of any of the Customer's obligations mentioned herein resulting in any loss to the Customer due to such misuse of the Relationship card (e-passbook).
- 6.4 The Customer acknowledges and agrees that the Customer shall be required to carry the Relationship Card (e-passbook) for purposes of issuing

Instruction or conducting Transaction through the Business Correspondent.

- 6.5 The Customer acknowledges and agrees that the Transactions shall be processed by ICICI Bank / the Business Correspondent only if the same are received by ICICI Bank in the prescribed form and manner.
- 6.6 Prior to any Transaction through the Business Correspondent or authentication at the Authentication Device available with the Business Correspondent or handing over the Relationship Card (e-passbook) to the Business Correspondent, the Customer should verify identity of the Business Correspondent by checking the Identification Token of the Identification Token holder.
- 6.7 The Customer must sign the receipt of every Transaction and ensure that the same is also countersigned by the Identification Token holder. The Customer should retain his copy of the receipt. The Customer should count and verify the currency notes provided to the Customer by the Business Correspondent prior to signing the receipt. The amount of the Transaction is debited / credited from/to the Account(s) at the end of the day/ next day. The Transaction is not considered to be complete until the aforesaid receipts are generated. In the event the receipt, as mentioned above, is not generated from the Authentication Device, the Business Correspondent shall hand back the cash to the Customer.
- 6.8 The Customer will be responsible for the Customer Services granted by ICICI Bank through the Business Correspondent and for all related charges and shall act in good faith in relation to all dealings with the Relationship Card (e-passbook) and ICICI Bank.
- 6.9 The Customer hereby agrees that he will not use nor attempt to use the Relationship Card (e-passbook) or the Services for any illegal purpose or for purposes not permissible by ICICI Bank, and that the Account will be operated by the Customer only.
- 6.10 All Transactions conducted after Authentication at the Authentication Device with the Business Correspondent will be the Customer's responsibility. The Customer grants express authority to ICICI Bank / Business Correspondent for carrying out Transactions authenticated by the biometric validation at the Authentication Device available with the Business Correspondent. The Client shall not require ICICI Bank/Business Correspondent to verify the authenticity of the Transaction other than by means of verification of the Customer's biometric validation at the Authentication Device.
- 6.11 The Customer also authorizes ICICI Bank to charge the Account(s) belonging to the Customer with any sum of money that is payable by the Customer, if any, in connection with a Transaction carried out by ICICI Bank including bank charges or service charges for such Transactions in reliance upon an Instruction from the Customer.
- 6.12 The Customer agrees and understands that he has to complete further applications for specific liability products / services from ICICI Bank / its Group

Companies, as prescribed from time to time, in cases wherever it is required by ICICI Bank. In that case, such further applications shall be regarded as an integral part of this application (and vice versa), and the particulars and information set forth herein as well as the documents referred or provided to ICICI Bank are true, correct, complete and up-to-date in all respects. The Customer further agrees and understands that such further applications will require incorporation of the application form number, and/or such details as ICICI Bank may prescribe, to facilitate data management. The Customer also confirms that at the time of making such application and further application/s, he shall ensure that no insolvency proceedings are initiated against him, no insolvency proceedings are pending against him, he is not adjudged insolvent by any court of competent law or any competent authority, and he does not become incapable of contracting due to any reason whatsoever. The Customer further declares and confirms that the facilities, if any, enjoyed by him with other banks shall have been disclosed at the time of making such further application/s. The Customer agrees that the aforesaid Services and credit facilities, if any, availed by him shall be governed by the terms and conditions of ICICI Bank, in force from time to time, subject to the satisfaction of the eligibility criteria as prescribed by ICICI Bank from time to time and the sole discretion of ICICI Bank to approve / reject providing such services and facilities.

- 6.13 ICICI Bank reserves the right to change/modify/add the Services and Transactions supported by the Authentication Device without any notice to the Customer.
- 6.14 ICICI reserves the right to offer certain other facilities, memberships and services at such fees and on such terms and conditions as it may deem fit; in the event if the Customer's Account is maintained in good standing as per the norms of ICICI Bank.
- 6.15 ICICI Bank may at its own discretion waive or reduce the fees and to withdraw such benefit at any time without prior notice to the Customer and without any liability to ICICI Bank. Any termination of the services because of a violation of the Product Terms, shall result automatically in the termination of such services.
- 6.16 The Customer agrees not to attempt to withdraw cash or avail any Services by using the Relationship Card (e-passbook) unless sufficient funds are available in the Account(s). The onus of ensuring adequate Account balances is entirely on the Customer.
- 6.17 The Customer agrees to comply with such security procedure for availing the Services through the Business Correspondent as may be prescribed by ICICI Bank from time to time.
- 6.18 The Customer agrees and acknowledges that the ICICI Bank may send or deliver the cash / documents to the Customer at a mailing address as per ICICI Bank's records, pursuant to Instructions and Customer agrees to accept the same. ICICI Bank or the Business Correspondent may send its representatives or the Identification Token holder to the Customer to carry out the Transac-

tion. Upon receipt of Instructions through the Business Correspondent, ICICI Bank shall forward the same to the various departments in ICICI Bank for fulfillment purposes.

- 6.19 The Customer does hereby undertake to keep ICICI Bank informed of at all times, of any change/alteration in his/her communication address as notified by him/her to ICICI Bank. The Customer does hereby also authorise ICICI Bank to update any change/alteration in his/her communication address that ICICI Bank may be informed of by him/her and/or is brought to the notice of ICICI Bank by him/her. The Customer does hereby authorise ICICI Bank to contact him/her at or send all correspondence(s) to such changed/altere address. The Customer shall be solely responsible at all times to ensure that ICICI Bank has been informed of the correct address for communication. The Customer shall agree to indemnify ICICI Bank against any fraud or any loss or damage, etc., suffered by ICICI Bank due to the failure on the part of the Customer in providing of the correct communication address and/or in communicating ICICI Bank of the change/alteration in his/her communication address.
- 6.20 The Customer hereby agrees and acknowledges that the Customer will be provided all Services through his designated Business Correspondent and would be charged for using other Business Correspondents and/ or his base bank branch.
- 6.21 The Customer agrees to comply with the terms and conditions as may be prescribed by ICICI Bank from time to time for availing the use of the Services in addition to the Terms contained herein. The Customer further agrees and acknowledges that the Customer(s) has/have read/ been explained and has/have understood the terms and conditions for availing/ use of the Services.
- 6.22 In the event the Customer has provided the nomination details for his/her Savings Account, such nomination details shall be accepted by ICICI Bank for the other products/services being availed by the Customer from ICICI Bank. The Customer shall have the choice of not availing any nomination facility for the fixed deposit. In case the Customer provides different nomination details for the fixed deposit in the manner as prescribed by ICICI Bank from time to time, the same shall be accepted by ICICI Bank.
- 6.23 The Customer may provide the nomination details for the Account in the manner as prescribed by ICICI Bank from time to time. The Customer may choose to provide different nomination details for different Accounts maintained by the Customer in a manner as may be prescribed by ICICI Bank.
- 6.24 In case of the Account belonging to a minor, the guardian of the minor shall represent the minor and execute all documents on behalf of the said minor and shall continue to do so in all future Transactions until the minor attains majority. The Business Correspondent and its Agents shall verify the relationship of the minor and the guardian prior to the creation of the minor's Account. However, ICICI Bank shall not in any manner be liable against the minor for any Transactions carried out by the guardian in respect of the minor's Account. The guardian shall indemnify and hold ICICI Bank harmless

against all losses, demands, claims, damages, costs (including legal costs), charges, expenses of any nature which may be incurred or sustained by ICICI Bank on account of any Transactions carried out by the guardian in respect of the Account of the minor.

- 6.25 The Customer further agrees, undertakes and authorizes ICICI Bank / its Group Companies or their agents to make references and enquiries which ICICI Bank / its Group Companies consider necessary in respect of or in relation to information in this application/ further applications.
- 6.26 The Customer also authorizes ICICI Bank to exchange, share or part with any or all the information, data or documents provided by the Customer with other ICICI Group Companies / Banks/ Financial Institutions / Credit Bureaus / Statutory bodies / other persons as may be necessary / required in the opinion of ICICI Bank for use or processing of the aforesaid information / data by such person/s or furnishing of the processed information / data / products thereof to other Banks / Financial Institutions / credit providers / users registered with such persons, without making ICICI Bank liable in any manner whatsoever, for using this information. The Customer also authorizes ICICI Bank to exchange, share or part with any or all the information, data or documents provided by the Customer with any other service provider involved in assisting ICICI Bank/Business Correspondent in carrying out the Transactions / Services.
- 6.27 The Customer irrevocably and unconditionally authorizes ICICI Bank to access all his Account(s) for effecting banking or other transactions performed by him. The Instructions of the Customer for any services shall be effected only after authentication of the Customer in accordance with the prescribed procedure of Accounts operated through Business Correspondents. The Customer confirms having no objection to ICICI Bank, its group companies, Agents / representatives to provide him information on various products, offers and services provided by ICICI Bank / its group companies through any mode (including without limitation through telephone calls / SMSs / emails) and authorizes ICICI Bank, its group companies, agents / representatives for the above purpose.
- 6.28 The Customer agrees and understands that the Accounts are subject to verification and if any discrepancy in the information provided is found out, the Account will be frozen / deactivated / not activated till the discrepancy is duly cleared / clarified.
- 6.29 The Customer should verify the identity of the Business Correspondent personnel by checking the Business Correspondent personnel's identity card issued by the Business Correspondent in a format approved by ICICI Bank before availing any Services through the Business Correspondent.

7. Relationship Card (e-passbook):

- 7.1 ICICI Bank will provide a Relationship Card (e-passbook) to the Customers, which will carry the Customer's KYC details, biometric validation and record

of the Transactions conducted through the Authentication Device available with the Business Correspondent. All records maintained by ICICI Bank, in electronic or documentary form of the Transactions and such other details (including but not limited to payments made or received) pursuant to these Terms recorded in the Relationship Card (e-passbook) shall as against the Customer, be deemed to be conclusive evidence of such Instructions and such other details.

- 7.2 The Customer hereby accepts the issuance of Relationship card by ICICI Bank. The Customer further acknowledges that the usage of any of the above services is governed by the terms and condition in force from time to time as set forth in the Website www.icicibank.com and agree to abide by the same. The Customer further unconditionally and irrevocably authorises ICICI Bank to debit his Account with an amount equivalent to fees and charges for the issue and use of the Relationship Card (e-passbook) on a monthly/quarterly/annually basis or as decided by ICICI Bank from time to time.
- 7.3 ICICI Bank will charge an annual fee plus the applicable service charges as may be prescribed by it from time to time, for issuing the Relationship Card (e-passbook) to the Customer. The first Relationship Card (e-passbook) would be issued to the Customer free of charge, but thereafter, for any replacement of the Relationship Card (e-passbook), replacement fee may be charged by ICICI Bank.
- 7.4 For Account(s) maintained by SHGs, the Relationship Card (e-passbook) would carry the biometric validation of two (2) office bearers of the SHG. The SHGs can do Transactions only if both office bearers authenticate the Transaction. Each SHG will be issued one Relationship Card (e-passbook). In the event of any change in the authorized signatories of the SHG, the SHG shall be required to submit a resolution in a manner as may be specified by ICICI Bank accompanied by a service request form and the old Relationship Card (e-passbook) to the Business Correspondent. A new Relationship Card (e-passbook) shall be issued to the SHG by ICICI Bank on fulfillment of the above mentioned conditions with amendments, if any, thereof and/or any such process as may be prescribed by ICICI Bank from time to time.
- 7.5 ICICI Bank shall not be liable in case of any improper/fraudulent/unauthorized/duplicate/ erroneous use of the Relationship Card (e-passbook) after the same is issued to the Customer.
- 7.6 If a Relationship Card (e-passbook) is lost or stolen, the Customer must file a report with the local police and send a copy of the same to the Business Correspondent. The Customer may also report the loss of the Relationship Card (e-passbook) by way of written communication or by fax to the Business Correspondent immediately. ICICI Bank upon adequate verification will temporarily suspend the Relationship Card (e-passbook) and the Services, and will subsequently hot-list / cancel the Relationship Card (e-passbook). The Customer shall however continue to remain liable until such hot-listing / cancellation of the Relationship Card (e-passbook).

- 7.7 The Customer shall take cognizance of the fact that once a Relationship Card (e-passbook) is reported lost, stolen or damaged and is subsequently found, the same shall be surrendered to ICICI Bank and adequate care must be taken to prevent its misuse. Provided that the Customer has complied with the Terms, ICICI Bank may, in its absolute discretion issue a replacement / duplicate Relationship Card (e-passbook) on the same Terms or such other terms and conditions as ICICI Bank may deem fit.
- 7.8 ICICI Bank shall not be liable in case of any improper / fraudulent / unauthorized / duplicate / erroneous use of the Relationship Card (e-passbook) and shall not be liable for any Transactions carried out through the use of the Relationship Card (e-passbook) during such period of loss / theft / damage of the Relationship Card (e-passbook).
- 7.9 The Relationship Card (e-passbook) issued to the Customer shall remain the property of ICICI Bank and will be surrendered to ICICI Bank or to the Business Correspondent, on request. The Customer shall return the Relationship Card (e-passbook) to ICICI Bank for cancellation in the event the Services are no longer required by the Customer or if the Services being provided through the Business Correspondent are withdrawn by ICICI Bank for any reason whatsoever or if the Account(s) are closed by the Customer or by ICICI Bank for any reason whatsoever. The Customer also agrees that ICICI Bank is at liberty to get back/recover/seize the Relationship Card (e-passbook) at any time without prior notice and giving any reason whatsoever. ICICI Bank shall have the discretion to withdraw / disallow / disable any/all of the Accounts maintained by the Customer with ICICI Bank without giving any notice.
- 7.10 The Business Correspondent shall have the right to forfeit the Relationship Card (e-passbook) report the Customer to ICICI Bank if:
- (i) the Customer does not present a valid Relationship Card (e-passbook);
 - (ii) the Business Correspondent believes the Relationship Card (e-passbook) may be counterfeit, stolen or lost;
 - (iii) there are suspicious circumstances surrounding the presentation of the Relationship Card (e-passbook);
 - (iv) for any other reason, the Business Correspondent to the satisfaction of ICICI Bank has reason to believe that continuing with the Account may lead to any direct or indirect losses, misuse or unauthorized activities.
- 7.11 The Relationship Card (e-passbook) is valid up to the last working day of the month indicated on the face of the Relationship Card (e-passbook).

8. Non-CUSTOMER SERVICES:

- 8.1 The Non-Customer acknowledges and agrees that the Instructions for the Services shall be processed by ICICI Bank only if the same are received by ICICI Bank in the prescribed time and manner through the Business

Correspondent. The Instructions in connection with the Services can be given in the form and manner prescribed by ICICI Bank from time to time. The same shall be deemed to have been received by ICICI Bank only upon delivery of the request forms to ICICI Bank by the Business Correspondent in the manner as may be specified by ICICI Bank from time to time.

- 8.2 ICICI Bank may, at its sole and absolute discretion, act on any Instruction given by the Non-Customer to ICICI Bank (accompanied by identity and address proof) or which ICICI Bank reasonably believes to have been made by the Non-customer.
- 8.3 The Non-Customer agrees and acknowledges that ICICI Bank is under no obligation whatsoever to accept any Instruction. Further, without limiting the generality of the foregoing, ICICI Bank shall not be deemed to have received any Instruction unless and until ICICI Bank receives the complete Instruction on a Business Day and during the normal business hours of ICICI Bank.
- 8.4 The Non-Customer hereby authorises that ICICI Bank shall be absolutely entitled to accept and act on the Instruction from the Non-Customer and that any action taken in pursuance of the Instruction shall be valid and binding on the Non-Customer.
- 8.5 The Non-Customer agrees and acknowledges that ICICI Bank may send or deliver the cash/documents to the Non-Customer at a mailing address as provided by him/her pursuant to the Instructions of the Non-Customer to provide Services or may deliver the cash / documents to the Non-Customer through its Business Correspondent at their designated offices upon getting due receipt of the same and the Non-Customer agrees to accept the same. ICICI Bank / the Business Correspondent may at its sole discretion send its representatives to the Non-Customer to carry out the Instructions. Upon receipt of the Instructions from the Non-Customer, ICICI Bank shall forward the same to the various departments in ICICI Bank for fulfillment purposes.
- 8.6 The Non-Customer hereby authorizes ICICI Bank to charge the Non-Customer without notice with any sum of money that is payable by the Non-Customer, if any, in connection with the Services provided by ICICI Bank through the Business Correspondent, including but not limited to bank charges or service charges for such Services in reliance of an Instruction.
- 8.7 The Non-Customer should verify the identity of the Business Correspondent personnel by checking the Business Correspondent personnel's identity card issued by the Business Correspondent in a format approved by ICICI Bank before availing any Service through the Business Correspondent.
- 8.8 The Non-Customer must sign the receipt for such Services and ensure that the same is also countersigned by the Identification Token holder. The Non-Customer should retain his copy of the receipt. The Non-Customer should count and verify the currency notes prior to signing the receipt. The Transaction is not considered to be complete until the aforesaid receipts are generated.

- 8.9 The Non Customer agrees to comply with such security procedure as may be prescribed and communicated by ICICI Bank through its Web-site from time to time for the purpose of availing the Services through the Business Correspondent.
- 8.10 The Non-Customer agrees to comply with the terms and conditions as may be prescribed by ICICI Bank from time to time for availing/ use of the Services in addition to the Terms contained herein. The Non-Customer further agrees and acknowledges that he has been read, explained and understood the terms and conditions for availing/ use of the Services and the Terms contained herein and available on the website of ICICI Bank at www.icicibank.com.

9. FUNDS TRANSFER

- 9.1 The Customer accepts that the Customer shall be responsible for providing the correct account number and the correct unique relationship number of the beneficiary Customer and any such other details as may be intimated by ICICI Bank from time to time for the fund transfer request to the Business Correspondent. In no event shall ICICI Bank be held liable for any erroneous Transactions incurred arising out of or relating to the Customer/Business Correspondent entering wrong account numbers and/or unique relationship numbers.
- 9.2 The Customer can only transfer funds from his/her Account to a maximum of three beneficiaries' Accounts upto a maximum limit as prescribed by the RBI guidelines from his Account upon obtaining necessary approval of ICICI Bank for transfer of the funds.
- 9.3 The Customer shall be able to receive the electronic confirmation/rejection of the fund transfer on his/her Relationship Card (e-passbook) only after presenting the Relationship Card (e-passbook) to the Business Correspondent and after proper authentication through the Relationship Card (e-passbook) at the Authentication Device available with the designated Business Correspondent after a minimum period of seventy two (72) hours from the fund transfer request made by the Customer.
- 9.4 ICICI Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. ICICI Bank reserves the right to charge the Customer for the funds transfer service being provided through the Business Correspondents by giving due notice on the website about such charges.

10. EXCLUSION FROM LIABILITY:

- 10.1 In consideration of ICICI Bank providing the Services to the Clients with the Services, the Client hereby agrees to indemnify and keep ICICI Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which ICICI Bank may at any time incur, sustain, suffer or be put to as a consequence of

or by reason of or arising out of providing the Services to the Client or by reason of ICICI Bank's acting in good faith and taking or refusing to take or omitting to take action on the Instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Client; breach or noncompliance of the rules/ Terms relating to the Services, the Account and the Services and/or fraud or dishonesty relating to any Transaction or Instruction given by the Client.

10.2 All Instructions for operating the Accounts shall be given through the Authentication Device by the Customer 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/or Affiliates and the same shall be considered to be sufficient to operate the Account. An instruction is effective unless countermanded by further Instructions before being acted upon by Business Correspondent / ICICI Bank. ICICI Bank may refuse to comply with the Instructions or Instructions countermanding previous Instructions without assigning any reason and it shall not be under any duty to assess the prudence or otherwise of any Instruction. ICICI Bank has the right to suspend the operations through the Authentication Device if it has reason to believe that the Customer's Instructions will lead or expose ICICI Bank to direct or indirect loss or ICICI Bank may require an indemnity from the Customer before continuing to operate the Account or any other accounts maintained by the Customer with ICICI Bank.

10.3 Without prejudice to the foregoing, ICICI Bank shall be under no liability whatsoever to the Client in respect of any loss or damage arising directly or indirectly out of:

- (i) The malfunction of any computer terminal/Authentication Device.
- (ii) The malfunction of any Identification Token or Relationship Card (e-passbook).
- (iii) Effecting Transaction/Instruction by any individual other than by the Client.
- (iv) Handing over of the Relationship Card (e-passbook) by the Customer to anybody other than the designated Identification Token holder or employee of ICICI Bank without checking their credentials.
- (v) The exercise by ICICI Bank of its right to demand and procure the surrender of the Relationship Card (e-passbook), whether such demand and surrender is made and/or procured by ICICI Bank or by any person or computer terminal/Authentication Device.
- (vi) Any injury to the credit, character and reputation of the Client alleged to have been caused by the exercise by ICICI Bank of its right to terminate any Relationship Card (e-passbook) or any Services provided to the Client or by ICICI Bank's or Business Correspondents refusal to honor or accept the Instructions.
- (vii) Any misstatement, misrepresentation, error or omission in any details disclosed by ICICI Bank except as otherwise required by law,
- (viii) If ICICI Bank receives any process, summons, order, injunction, execution decree, levy, lien, information or notice due to which ICICI Bank in good faith believes/ calls into question the Client's ability, or the ability of someone purporting to be authorised by the Client, to avail the Services, ICICI Bank may, at its option and without any liability against the Client or any

other person, decline to allow the Client to avail the Services or may pay any funds over to an appropriate authority and take any other steps required by the applicable law. ICICI Bank reserves the right to charge the Client a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to any legal action involving the Client. (vii) In the event a demand or claim for settlement of outstanding dues of the Client is made, either by ICICI Bank or by the Business Correspondent or by any person acting on behalf of ICICI Bank, the Client agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Client, in any manner.

- 10.4 ICICI Bank or the Business Correspondent shall not be responsible for any loss, damage or delay caused to the Client for interruption of Services due to force majeure events including but not limited to flood, technical and mechanical problems, extra-ordinary weather conditions, earthquake, war, insurrection, riots, labour dispute, accidents, action of government, change in law or any other reason beyond the control of ICICI Bank.
- 10.5 Under no circumstances, shall ICICI Bank, its employees, directors involved in providing 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 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 provision of the Services. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of ICICI Bank under this arrangement shall not exceed the service charges received by ICICI Bank from the Client.

11. ADDITION / WITHDRAWAL OF SERVICES:

ICICI Bank may at its absolute discretion, make available to the Clients more Services through the Business Correspondent. ICICI Bank shall also, in its sole discretion, at any time, without notice to the Clients, be entitled to withdraw, discontinue, cancel, modify, suspend and / or terminate the Services provided through the Business Correspondent and ICICI Bank shall not be liable to the Client for any loss or damage suffered by him resulting in any way due to such suspension or termination.

12. FEES AND CHARGES:

- 12.1 ICICI Bank reserves the right to charge and recover from the Client fees along with applicable taxes / levies for availing the Services at any time as it may deem fit. Failure to pay the charges / fees (including applicable taxes/levies) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by ICICI Bank and/or withdrawal of the Services without any liability to ICICI Bank. The fees for the Services shall be posted by ICICI Bank on the Website, including any amendments, from time to time.
- 12.2 There may be separate service charges (including applicable taxes/levies, if any) levied for the Services provided by ICICI Bank through the Business

Correspondents as may be announced by ICICI Bank from time to time and charged to the Client.

- 12.3 All applicable charges/fees (including applicable taxes/levies) for Customer Services and charges/fees (including applicable taxes/levies, if any) for providing the Services through the Business Correspondent shall be deducted from the Account. The Customer also authorizes ICICI Bank to deduct from his Account charges/fees (including applicable taxes/levies) for Customer Services and charges/fees (including applicable taxes/levies, if any) for providing the Services through the Business Correspondent,. In the situation that the Account does not have sufficient funds to deduct such charges/fees ((including applicable taxes/levies), ICICI Bank reserves the right to deny any further Transactions. In case of Accounts classified as overdrawn Accounts, the Customer will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by ICICI Bank and will be announced from time to time either through the Business Correspondent or in such other manner as ICICI Bank may deem fit.
- 12.4 In the event of an Account being overdrawn due to Card Transactions, ICICI Bank reserves the right to setoff this amount against any credit lying from any of the Customer's other accounts with ICICI Bank and / or its Affiliates whether held jointly or singly without giving any notice. Nothing in these Terms shall affect ICICI Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between ICICI Bank and the Customer.

13. GOVERNING LAW AND JURISDICTION:

- 13.1 ICICI Bank and the Client agree that any legal action or proceedings arising out of these Terms shall be brought in the courts or tribunals at Mumbai/Delhi/Chennai/Kolkata, as applicable and irrevocably submit themselves to the jurisdiction of such courts or tribunals. ICICI Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms in any other court, tribunal or other appropriate forum, and the Client hereby consents to such jurisdiction.
- 13.2 These Terms shall be governed by and construed in accordance with the laws of India.

14. CHANGE OF TERMS:

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms at any time. The Client shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website. ICICI Bank may at its sole discretion post a copy of such revised Terms at the premises of the Business Correspondent or its own premises. By utilising the Services thereafter, the Client shall be deemed to have accepted the changed Terms.

15. NON-TRANSFERABILITY:

The Services provided to the Client is not transferable under any circumstance and shall be used only by the Customer. However, ICICI Bank shall have the right to transfer, assign or sell all its rights and obligations under these Terms to any one, and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of ICICI Bank.

16. SURVIVAL:

Notwithstanding any suspension or termination pursuant to these Terms, all the provisions of the Terms for the benefit or protection of ICICI Bank and its interests shall continue to be in full force and effect as provided in these Terms.

17. SEVERABILITY:

Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

18. COMPLIANT & GRIEVANCES:

All notices in relation to the Services provided by the Business Correspondent, and other communications/complaints in relation to any act of omission or commission in respect of the Services provided by the Business Correspondent or the conduct of the Business Correspondent or Identification Token holder shall be in writing and shall be given to ICICI Bank at its address as set forth herein.

Mr. Kanti Kiran

WS-7, N4E,

ICICI Bank Towers,

Bandra Kurla Complex,

Mumbai-400051

E mail: Kanti.kiran@icicibank.com

Phone: 2653-6472

Special Conditions for Rural Savings Account/Apna Savings Account

All standard terms and conditions for savings bank accounts as published on the ICICI Bank website at www.icicibank.com ("Terms") for the establishment of a relationship and the opening and operating of savings bank accounts with ICICI Bank are applicable to the rural savings account. In addition to the Terms, the terms and conditions specific to the Rural Savings Account/ Apna Savings Account ("Special Terms") are as follows:

1. For the purpose of the Special Terms, any reference to "Savings Account" shall mean the Rural Savings Account/ Apna Savings Account.
2. For the purpose of the Special Terms, any reference to "Customer" shall mean the Rural Savings Account holder/Apna Savings Account holder.
3. The Savings Account is a zero balance account and would not require maintenance of any minimum balance by the Customer.
4. ICICI Bank will issue a Relationship Card (e-passbook) to the Customer for the purposes of authentication and the Customer is required to produce the Relationship Card (e-passbook) at the time of operating his Savings Account.
5. Chequebook facility, ATM access, debit card facility, phone banking facility, mobile banking facility, access to INFINITY, any where banking facility and Internet banking facility will not be extended to the Customers.
6. The terms and conditions governing the usage and issuance of the Relationship Card (e-passbook) would be as set forth in the terms and conditions for banking services provided by ICICI Bank through Business Correspondents, a copy of which shall be provided to the Customer.
7. Fee and Charges
 - a) ICICI Bank may charge a monthly/quarterly/annual maintenance fee for the Savings Account along with applicable taxes as may be specified by ICICI Bank from time to time.
 - b) ICICI Bank will provide Account statements at such interval as may be decided by ICICI Bank, free of cost.
 - c) Schedule of all fees and charges applicable to the Savings Account would be put up on the Website or would be communicated to the Customer in any mode as may- be decided by ICICI Bank.
8. Transaction Charges
 - a) For the Savings Account, the Customer will be charged a transaction fee as may be specified by ICICI Bank with applicable taxes on per transaction basis. However all enquiry transactions with regard to the balance in account carried out by the Customer shall be free of cost till any further instructions from ICICI Bank.
 - b) All banking transactions are chargeable at normal charges as decided and communicated by ICICI Bank from time to time.
 - c) Transaction charges for issuance/revalidation/cancellation of DD/PO will be levied at the rate as may be specified by ICICI Bank
9. A Customer is not entitled to request for transfer of his/her Savings Account from the designated Business Correspondent to another Business Correspondent.
10. Transactions involving levy of charges shall be informed to the Customer by ICICI Bank either directly or through Business Correspondent at the time of opening of the Account by the Customer. ICICI Bank shall endeavor to give notice adequately in advance in case of change in such charges and such notice, provided by ICICI Bank in the manner specified in the Terms or in any other manner whatsoever as may be decided by ICICI Bank, of any changes in charges or any notice from ICICI Bank for payment of amounts at the changed rate(s), shall be treated as sufficient and reasonable notice to the

Customer and ICICI Bank shall not be bound to issue any further notice of such changes to the Customer.

11. Any government charges, duties or taxes, whether past present or future, whether direct or indirect, devolving from the provision of any facility shall, if imposed upon ICICI Bank (either directly or indirectly), be debited from the Customer's Account.
12. ICICI Bank, at its absolute discretion may revise the fees/charges from time to time. The revised fee/charges will be published on [the Website](#).
13. ICICI Bank, at its absolute discretion, may revise the fees/charges from time to time. The revised fee/charges will be published on ICICI Bank's website www.icicibank.com.
14. ICICI Bank, at its absolute discretion, may revise the per Transaction limit/ daily Transaction limit applicable on the Customer from time to time. The revised limits will be published on ICICI Bank's website www.icicibank.com and the information thereof will be displayed at the office of the Business Correspondent.
15. ICICI Bank reserves the right to alter, amend or revise any policy, benefit or feature of the Savings Account and/or the services as also alter any of the Special Terms.
16. All capitalized terms not defined herein shall have the meaning ascribed to it in the Terms and/or the terms and conditions for usage and issuance of Relationship Card (e-passbook).

Special Conditions for Fixed Deposit Accounts through Business Correspondent

In addition to all the terms and conditions mentioned herein, the following special terms as published on the ICICI Bank website www.icicibank.com are applicable to fixed deposit accounts offered to the Customers through Business Correspondent under the Account for opening and operating on fixed deposit accounts with ICICI bank. In case of any inconsistency between the general terms and the specific terms, the following conditions shall prevail over such terms and conditions

1. Auto renewal facility shall not be provided to the Customer under the fixed deposits being offered by ICICI Bank through the Business Correspondent.
2. The maximum limit upto which a Customer can create any fixed/recurring deposit account is subject to restrictions pertaining to daily transaction limits and limits prescribed under KYC norms.
3. The Customer can avail a fixed deposit account with a minimum amount of Rupees 500/- and in further multiples of Rupees 100.
4. Part withdrawal facility shall be available to the Customer subject to maintenance of the minimum amount of Rupees 500/-.¹
5. The Customer can avail the nomination facility for the fixed deposit by selecting the 'Nomination Details' option in the request form.

Special Conditions for Recurring Deposit Account through Business Correspondent

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In addition to all the terms and conditions mentioned herein, the following special terms as published on the ICICI Bank website www.icicibank.com are applicable to recurring deposit accounts offered to the Customers through Business Correspondent under the Account for opening and operating on fixed deposit accounts with ICICI bank. In case of any inconsistency between the general terms and specific terms, the following conditions shall prevail over such terms and conditions- [\[i1\]](#)

1. Recurring deposit may be opened by ICICI Bank for a period ranging from one (1) year to ten (10) years.
 2. The Customer can avail recurring deposit for a minimum deposit of Rupees Hundred (Rs.100/-) and thereafter for any amount in multiples of Rupees Fifty (Rs. 50).
 3. Auto renewal facility shall not be provided to the Customer for the recurring deposits being offered by ICICI Bank through the Business Correspondent.
 4. Part withdrawal facility shall not be provided to the Customer.
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