

**Terms and Conditions governing Corporate Internet Banking & Corporate Mobile Banking**

ICICI Bank Limited owns, operates and maintains a website and mobile application, offering online Banking and Transaction services

- a) in the form of Corporate Internet Banking comprising of Debt Online, Forex Online, Derivatives Online, Trade Online and such other similar services that may be offered in future, and
- b) in the form of Corporate Mobile Banking comprising of functionalities like funds transfer, bill payments and approval of transactions initiated through Trade Online, Cash Management Services, on other websites/platforms displaying account information and other similar services that may be offered in future.

The Website and the Mobile Application acts as a facilitator for transactions between ICICI Bank and its Affiliates (collectively referred to as "ICICI Bank") and Client and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the Website and the Mobile Application may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators.

**1. DEFINITIONS**

In this document the following words and phrases have the meaning set opposite them, unless the context indicates otherwise:

1. "ICICI Bank" refers to ICICI Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara-390007, and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, which term shall include its successors and assigns.
2. "Affiliate" of ICICI Bank shall mean and include: (a) any company which is the holding company or subsidiary of ICICI Bank; or (b) a Person under the control of or under common control with ICICI Bank; or (c) any Person, in 26% or more of the voting securities of which ICICI Bank has a direct or beneficial interest or control. For the purpose of this definition of Affiliate, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, right to appoint member(s) to the Board of Directors by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
3. "Account" refers to the Client's Current Account and/ or any other type of account so designated by ICICI Bank to be eligible account(s) for operation of the Online Services.

The account(s) for which the Online Services is availed should be in the name of the Client.

4. "Business Day" refers to a day (other than Sunday or a public holiday) on which ICICI Bank's branches are generally open for business during normal banking hours.
5. "Client" refers to a corporate customer of ICICI Bank availing online banking and Transaction services in the form of Corporate Internet Banking comprising of Debt Online, Forex Online, Derivatives Online , Trade Finance Online offered and such other similar services that may be offered in future as well Corporate Mobile Banking comprising of functionalities like funds transfer, bill payments and approval of transactions initiated through Trade Online, Cash Management Services, on other websites/platforms, displaying account information and other similar services that may be offered in future (hereinafter referred to as Online Services).
6. "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.
7. "Client ID" or "User ID" means the user identification provided to the Client by ICICI Bank to enable access to its accounts with ICICI Bank.
8. "Client Password" means the password, digital signatures or other means of authentication as ICICI Bank may specify, from time to time provided to/required to be provided by the Client for accessing its accounts with ICICI Bank, using which the Client may carry out, authorize or authenticate the Transactions.
9. "Personal Information" means the information provided by the Client to ICICI Bank in the application form for availing any of the Online Services, as may be provided by ICICI Bank from time to time
10. "Transaction" means any transaction for purchase or sale of shares, stocks, securities, currency or any other financial, fiscal and monetary instrument or banking or other services now existing or being availed of or hereafter entered into or to be provided between/by ICICI Bank and/to the Client. ICICI Bank may decide to permit other Transactions or to discontinue existing Transactions from time to time, which shall be communicated in such form or manner as ICICI Bank may determine.
11. "User" refers to a person authorized by the Client who would be actually operating the Online Services as agent of the Client. In the case of Client being a Company, the Board of Directors, and in the case of an Client being a corporate body other than a company, the governing body having substantial power of management and control over such corporate body shall authorize specific person(s) (hereinafter referred to as User) who will be allowed to have access to the Online Services for and on behalf of the Client and the said authorization by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with ICICI Bank. Any communication addressed to the User by ICICI Bank is deemed to have been addressed to the Client as

well. Similarly, any communication and/or action of the User through the Online Services offered by ICICI Bank will be legally binding on the Client.

12. "Website" refers to [www.icicibank.com](http://www.icicibank.com), which is owned, operated and maintained by ICICI Bank for inter alia offering its Online Services to its Client. The Website acts as a facilitator for transactions between ICICI Bank Limited and its Affiliates (collectively referred to as ICICI) and Client and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the Website may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators.
13. "Corporate Internet Banking" is the trade name of ICICI Bank's Corporate Internet Banking Service. The words Corporate Internet Banking and Internet Banking Service are used interchangeably in this document.
14. "Internet Banking Service" or "Internet Banking Services" or "Internet Banking" refers to ICICI Bank's Internet services through which access is provided to account information, products and other services including trade finance online services as advised by ICICI Bank from time to time to ICICI Bank's customers through the Internet on the Website. Such Internet Banking Services may be provided by ICICI Bank directly or through its associates or contracted service providers.
15. "Mobile Application" shall mean the mobile banking application owned, operated and maintained by ICICI Bank for inter alia offering its Online Services to its Client which can be installed on the mobile phone handset of Users. The Mobile Application acts as a facilitator for transactions between ICICI Bank Limited and its Affiliates (collectively referred to as ICICI) and Client and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the Mobile Application may include functionalities like funds transfer, bill payments and approval of transactions initiated through Trade Online, Cash Management Services, on other websites/platforms displaying account information and other similar services that may be offered in future..
16. " Corporate Mobile Banking Service" or "Corporate Mobile Banking Services" or "Corporate Mobile Banking" refers to ICICI Bank's Internet services through which access is provided to account information, products and other services including functionalities like funds transfer, bill payments and approval of transactions initiated through Trade Online, Cash Management Services, on other websites/platforms displaying account information and other similar services that may be offered in future as advised by ICICI Bank from time to time to ICICI Bank's customers through Internet on the Mobile Application. Such Corporate Mobile Banking services may be provided by ICICI Bank directly or through its associates or contracted service providers.
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## 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. CORPORATE INTERNET BANKING SERVICES AND CORPORATE MOBILE BANKING SERVICES

ICICI Bank shall endeavor to provide to the Client through Corporate Internet Banking and Corporate Mobile Banking, services such as online banking and transaction services in the form of Corporate Internet Banking and / or Corporate Mobile Banking which would enable the Client to enquire and receive the balance information, details about transactions, statement of account, request for transfer of funds and such other facilities as ICICI Bank may decide to provide from time to time. ICICI Bank may also make additions/ deletions to the services offered through Corporate Internet Banking and / or Corporate Mobile Banking at its sole discretion. The availability/non availability of a particular service shall be advised through email, web page of ICICI Bank, the Mobile Application or written communication. The information provided to the Client through the Internet Banking Service or Corporate Mobile Banking Service is not updated continuously but at regular intervals.

Consequently, any information supplied to the Client through Corporate Internet Banking and / or Corporate Mobile Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. ICICI Bank shall not be liable for any loss that the Client may suffer by relying on or acting on such information.

As part of the Corporate Internet Banking Service and / or Corporate Mobile Banking Service, ICICI Bank may provide the Client access to data / information/ reports compiled / provided by a third party. ICICI Bank does not give any representation or warranty as to the accuracy / veracity of such data / information / reports. Further, the Client shall not disseminate, publish or circulate such data / information/ report or any part thereof without the prior consent of ICICI Bank (as the case may be) and the third party.

ICICI Bank may keep its records of the Transactions in any form it wishes. In case of any dispute, ICICI Bank's records shall be binding as the conclusive and best evidence of the Transactions carried out through Corporate Internet Banking and / or Corporate Mobile Banking in the absence of clear proof that ICICI Bank's records are erroneous or incomplete.

Any request for any Online Service, which is offered as a part of Corporate Internet Banking and / or Corporate Mobile Banking and all the terms and conditions thereof, shall be binding on the Client as and when ICICI Bank receives such a request.

If any request for an Online Service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Client, ICICI Bank shall not be

required to act on the request until it receives such documentation from the Client. ICICI Bank may in its sole discretion permit the Client to submit such documentation online, authenticated by Client Password in which event the Client hereby agrees that such document shall be attributed to the Client as per the provisions of the Information Technology Act, 2008, as amended from time to time and further that the Client shall be solely responsible to ensure that the documents submitted hereunder are legal and valid in all respects.

In the case of any request for an Online Service relating to any foreign currency transaction made by the Client, the exchange rates quoted by ICICI Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

ICICI Bank shall take all reasonable care to, ensure the security of and to prevent unauthorized access to Corporate Internet Banking and / or Corporate Mobile Banking using technology reasonably available to ICICI Bank.

The Client shall ensure that Corporate Internet Banking and / or Corporate Mobile Banking or any related service is not used for any purpose which is illegal, or which is not authorized in terms of these Terms and Conditions or which is improper.

The Client understands and consents that by availing the Corporate Internet Banking services and / or Corporate Mobile Banking service, the Client will be receiving a Business Banking Card /Debit Card ("Card"), having selected grid values printed on the back of the said Card. The said Card is for the purposes of a greater level of security to Transactions done through Corporate Internet Banking and / or Corporate Mobile Banking.

### 3. ACCESSING ONLINE SERVICES

ICICI Bank may offer Online Services to selected Clients at its discretion. The Client would need to be an Internet user or have legal access to the Internet and knowledge of how the Internet works. ICICI Bank will advise from time to time the Internet software such as Browsers and updates of Mobile Application which are required for accessing the Online Services. There will be no obligation on ICICI Bank to support all the versions of this Internet software.

### 4. NOTICES

ICICI Bank and the Client may give notices under these terms : 1. Electronically to the mailbox of either Party. 2. In writing by delivering them by hand or by sending them by post to the last address given by the Client and in the case of ICICI Bank to the below mentioned address. ICICI Bank Limited 3B, 3rd Floor, Chandivli Farm Road, Near Chandivli Studio, Andheri (East), Mumbai - 400 072. In addition, ICICI Bank may also publish notices of general

nature on its Website/Mobile Application, which are applicable to all Clients. Such notices shall have the same effect as a notice served individually to each Client.

## 5. AUTHENTICATION PROCEDURE

1. The Client acknowledges, represents and warrants that the Client Password which will be issued to it, provides access to Client's account and that 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 account 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. ICICI Bank would have the right to require the Client to authorize use, operate or otherwise authorize, the Transactions or given instructions or execute documents by means of digital signatures or other means of authentication as ICICI Bank may require and/or discontinue the usage of the Client Password. 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.

a) The User would be allotted a Corporate Id, User-Id and a secret Client Password by ICICI Bank in the first instance. The Client Password supplied by ICICI Bank will be default password to enable the Client to access the Account in the first instance and the User will be required to change the Client Password assigned by ICICI Bank on accessing the Online Services for the first time. As a safety measure the User shall change the Client Password as frequently thereafter as possible. In addition to User-Id and Client Password ICICI Bank may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and/ or smart cards.

b) The Client is entirely responsible for the safekeeping and use of the Client ID and Client Password and will be responsible for any damages and other consequences of their misuse. As a precautionary measure, the link with the Corporate Internet Banking service and / or Corporate Mobile Banking service will be interrupted after three wrong entries of the Client ID and/or Client Password.

c) 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 or 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, through the Mobile Application 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 accounts 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) ICICI Bank shall advise the Client that it must ensure that the User:
  - 1) Keep the Client ID and Client Password confidential and not reveal the Client Password to any third party.
  - 2) Choose a Client Password which shall be at least 6 characters and does not relate to any readily accessible personal data such as name, address, telephone number, etc. of the Client or any other easy combination of letters and numbers;
  - 3) Commit the Client ID and Client Password to memory and not record them in written or electronic form
  - 4) Not let any unauthorized person have access to the Client's computer and not to leave the computer unattended whilst accessing any product and/or service, the Mobile Application or the Website.
  - 5) If the User forgets or loses the Client ID or Client Password, the Client can request for change of the Client Password by sending a duly authorized written request to ICICI Bank.

Without prejudice to and in addition to the authenticating procedure above, the client shall also be given the said Card for the purposes of authentication, having selected grid values printed on the back of the said Card.

For doing a successful Transaction using the Online Services of ICICI Bank, the Client may be asked to authenticate the Transaction by using one or more modes of authentication including but not limited to input of grid card values, transaction password, one-time password (OTP), digital signature certificate, digital display card or any other mode of authentication as ICICI Bank may deem necessary. In case of 3 consecutive attempts of incorrect numeric values entered for any authentication mode, such authentication mode shall get disabled and the Client shall be required to submit a request for enabling the same at any branch of ICICI Bank .

## 6. 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 designee'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 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.

## 7. COMMUNICATIONS THROUGH ELECTRONIC MEANS

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website and/or the Mobile Application. ICICI Bank would be deemed to have fulfilled its legal obligation to deliver to the Client any document if such document is sent via electronic means. Failure to advise ICICI Bank by the Client of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation by the Client regarding the acceptance of the document.

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.

## 8. MINIMUM BALANCE AND CHARGES



The Client shall maintain at all times such minimum balance in Account(s), as ICICI Bank may stipulate from time to time. ICICI Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation ICICI bank may levy service charges for use of Corporate Internet Banking and / or Corporate Mobile Banking, which will be notified by ICICI Bank to the Client from time to time. Any change in such service charges will also be notified to the Client. The Client authorizes ICICI Bank to recover all charges related to Corporate Internet Banking and / or Corporate Mobile Banking as determined by ICICI Bank from time to time by debiting one of the Client's Accounts. ICICI Bank may withdraw the Corporate Internet Banking services and / or Corporate Mobile Banking services, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the Client and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

## 9. FUNDS TRANSFER

The Client shall not use or attempt to use Corporate Internet Banking and / or Corporate Mobile Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with ICICI Bank for the grant of an overdraft. ICICI Bank will endeavor to effect such funds transfer transactions received through Corporate Internet Banking and / or Corporate Mobile Banking provided there are sufficient funds available in the Account. 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 the reasonable control of ICICI Bank.

If fund transfer is made available to the Client, it may be used for transfer of funds from Account of the Client to other accounts belonging to third parties maintained at ICICI Bank and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system. Only such User who has been specifically authorized by the Client in this behalf shall operate the fund transfer facility. Such User will be allowed to transfer funds using Corporate Internet Banking and / or Corporate Mobile Banking in accordance with the mandate / resolution submitted by the Client. If the mandate given by the Client does not mention any upper limit for the transfer of funds or the mandate given by the Client reads as "unlimited", "no limit" or "indefinite", then ICICI Bank shall, at its sole discretion, be entitled to impose such limits for any funds transfer as it may decide and all transactions for amounts beyond such limits would be rejected. The current default upper limit for customers who have been granted CIB access after January 21, 2012 is Rs. 1 Crore (Rupees One Crore Only) for limited companies and default maximum transaction limit of Rs. 5 lacs (Rupees Five Lakhs Only) for any other Client. Such default limits may change without any intimation to you. ICICI Bank shall be entitled to impose limits on the amount of funds that may be transferred through use of Corporate Internet Banking services and / or Corporate Mobile Banking service. ICICI Bank will notify such limits to the Client.

The Client further agrees not to credit the non resident rupee account of any person through the Corporate Internet Banking services and / or Corporate Mobile Banking service.

#### 10. ADVERTISING OR PUBLICITY

The Client shall at no time use or associate the name or marks of ICICI Bank with its own name or refer to ICICI Bank in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of ICICI Bank.

#### 11. AUTHORITY TO ICICI BANK

Access to the Banking transactions in the Account(s) are permitted through Corporate Internet Banking and / or Corporate Mobile Banking by ICICI Bank only after due authentication of the User by any means including Corporate Internet Banking and / or Corporate Mobile 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 and / or Corporate Mobile Banking or purporting to have been sent by the Client via Corporate Internet Banking and / or Corporate Mobile Banking other than by means of verification of the Corporate Internet Banking and / or Corporate Mobile Banking User-ID and the Client Password.

The display or printed output that is produced by the User at the time of operation of Corporate Internet Banking and / or Corporate Mobile 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.

#### 12. ACCURACY OF INFORMATION

Client is responsible for the correctness of information supplied to ICICI Bank through the use of Corporate Internet Banking and / or Corporate Mobile Banking or through any other means such as electronic mail or written communication. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User.

If the Client suspects that there is an error in the information supplied to ICICI Bank by it, it shall advise ICICI Bank as soon as possible. ICICI Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the Client notices an error in the account information supplied to it through Corporate Internet Banking and / or Corporate Mobile Banking or by the use of any of the Internet Banking Services and / or Corporate Mobile Banking Services, it shall advise ICICI Bank as soon as possible. ICICI Bank will endeavor to correct the error promptly.

#### 13. GOVERNING LAW AND JURISDICTION

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

- a. Any dispute, controversy or claims arising out of or relating to the Online Services or the breach, termination or invalidity of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. In the event of a dispute between the Client and ICICI Bank or between the Client and an Affiliate with respect to any matter arising hereunder, an arbitrator shall be appointed by ICICI Bank.
- c. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- d. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- e. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction. Neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

#### 14. FOREIGN JURISDICTION

ICICI Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India. The mere fact that the Website and or the Mobile Application can be accessed by a person in a country other than India would not mean that the laws of the said country would govern the Online Services and any matter related to hereunder.

The Online Services shall not be available to foreign residents where the Online Services cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents to verify whether the Online Services can be legally accessed and/or utilised in their respective jurisdictions. The Online Services do not constitute an offer to sell or a solicitation of an offer to buy any Services to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

#### 15. PRIVACY POLICY

In the process of using this Website and/or the Mobile Application, 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 and/or the Mobile Application, 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 sub-contractors will be required to agree to use the information obtained from ICICI Bank only for these purposes.

The Client authorizes ICICI Bank to exchange, share, part with all information related to the details and transaction history of the Client to banks / financial institutions / credit bureaus / agencies/participation in any telecommunication or electronic clearing network as may be required by law or customary practice and shall not hold ICICI Bank liable for use or disclosure of this information.

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

## 16. RELATIONSHIP BETWEEN PARTIES

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of availing the Online Services or use of the Website and/or the Mobile Application. 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.

## 17. REPRESENTATION BY THE CLIENT

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

- i. The Client has the power to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance;
- ii. It shall be the sole responsibility of the Client to comply with all the internal approvals for entering into Transactions as may be required.
- iii. The availing of Online Services and the execution, delivery and performance of any Transaction there under does not violate or conflict with any applicable laws and/or any regulatory requirements (including but limited to guidelines of the Reserve Bank of India, FEMA regulations etc), any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- iv. There is not pending or, to its knowledge, threatened against the CLIENT any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of these Terms and Conditions or its ability to perform its obligations; and
- v. All applicable information that is furnished in writing, by or on behalf of the Client, to ICICI Bank is, as of the date of the information, true, accurate and complete in every material respect.

Provided that the Client shall intimate ICICI Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the Client from executing any Transaction.

## 18. 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.

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

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 and/or the Mobile Application, the delay or inability to use the Website, the Mobile Application or any links or items on the Website and/or the Mobile Application, 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.

## 20. 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.

## 21. RECEIVING CLIENT'S SECURITIES/MONIES



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

22. RIGHT TO ALTER THE ONLINE SERVICES AND TERMS AND CONDITIONS OF THE ONLINE SERVICES ICICI Bank reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the Online Services available through the Website and/or the Mobile Application, and will make best efforts to provide appropriate notice to the Client. Any addition, suspension, revision, amendment, cancellation or suspension of the terms as notified on the Website and/r the Mobile Application may be made by ICICI Bank, by causing a notice of the same to be posted on the Website and/or the Mobile Application and the Client shall be deemed to have accepted the same in the event of its executing any transaction through the Website and/or the Mobile Application after the addition, suspension, revision, amendment, cancellation or suspension has been notified. ICICI Bank may introduce new services in relation to the Website and/or the Mobile Application from time to time. The existence and availability of the new Online Services will be notified on the Website and/or the Mobile Application as the case may be, as and when they become available.

### 23. RESTRICTIONS ON USE

The Client hereby agrees to use the Website and/or the Mobile Application 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 and/or the Mobile Application 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 and the Mobile Application have 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 and the Mobile Application. The Client agrees to notify ICICI Bank in writing promptly upon becoming aware of any unauthorized access or use of the Website and/or the Mobile Application by any party or of any claim that the Website and/or the Mobile Application infringes upon any copyright, trademark or other contractual, statutory or common law rights.

The Client is allowed to download and retrieve data from the Website and/or the Mobile Application on its computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk for its exclusive personal use only. The Client further acknowledges that all the intellectual property in the Website, the Mobile Application and the Service provided continues to vest with ICICI Bank.

The Client shall not:

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

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

reproductions of electronically accessed materials obtained from the Website and/or the Mobile Application.

### 23. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the Website and/or the Mobile Application, are registered and unregistered intellectual property rights of ICICI Bank or of respective intellectual property right owners. Nothing contained on the Website and/or the Mobile Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the Website and/or the Mobile Application without the written permission of ICICI Bank or such third party that may own the intellectual property displayed on the Website and/or the Mobile Application.

ICICI Bank neither warrants nor represents that the use of materials displayed on the Website and the Mobile Application by the Client will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with ICICI Bank. ICICI BANK grants the right to access the Website and the Mobile Application to the Client and use the Online Services in accordance with these Terms and Conditions and the Schedules annexed hereto. The Client acknowledges that the Online Services including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, ICICI Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the Terms and Conditions.

The Client should assume that everything it sees or reads on the Website and/or the Mobile Application (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, collectively "the Content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these Terms and Conditions, without the prior written permission of ICICI Bank or the relevant copyright owner.

The Client is also advised that ICICI Bank will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

Any breach of the restrictions on use provided in these Terms and Conditions is expressly prohibited by law, and may result in severe civil and criminal penalties. ICICI Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein. The Client acknowledges that the software underlying the Online Services as well as other Internet related software which are required for accessing service are the legal property of the respective vendors. The permission given by ICICI Bank to access the Online Services shall not convey any patent, copyright and licence, proprietary or ownership rights or other intellectual property rights in the above software.

#### 24. 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.

#### 25. LINKS TO WEBSITES

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

#### 26. PROCEDURE FOR CHANGING USERS

The Client can revoke the authority of an existing User, change its User access profile/authorize a new User by giving a resolution/mandate in the format prescribed by ICICI Bank. However, all the terms and conditions herein shall continue to apply. In case an authorized User leaves the services of the Client, the Client shall immediately notify ICICI Bank to disable the user access, giving ICICI Bank reasonable time to do so. The Transactions done by the Client till ICICI Bank disables the user access are binding on the Client.

#### 27. EXECUTION OF THE INSTRUCTIONS, ETC.

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

## 28. DEDUCTION OR WITHHOLDING FOR TAX

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

## 29. CLOSURE OF THE ACCOUNT

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

## 30. RIGHTS GRANTED

The Client hereby acknowledges and agrees that any rights not expressly granted herein are reserved and not available to the Client.

## 31. 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, the Mobile Application or by providing written notice to the Client. Continued use of Online Services after such notice will constitute acknowledgment and acceptance of such amendment.

## 32. SURVIVAL OF OBLIGATIONS

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

## 33. REMEDIES CUMULATIVE.

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

## 34. NO WAIVER OF RIGHTS.

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

## 35. SEVERABILITY

If any provision or condition of these Terms and Conditions shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any

court, or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

#### 36. HEADINGS

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

#### 37. 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 and the Mobile Application by the Client or information provided gathered by ICICI Bank in respect of such use.

#### 38. NON-TRANSFERABILITY

The grant of any facility to the Client or its Users under Online Services is not transferable under any circumstance.

#### 39. DISCLAIMER OF WARRANTIES

The Client expressly agrees that use of the Website and the Mobile Application is at its sole risk. The Website and the Mobile Application are 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, the Mobile Application 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, the Mobile Application 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 and/or the Mobile Application. 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.

#### 40. ACCOUNT LINKING FOR CORPORATE INTERNET BANKING AND CORPORATE MOBILE BANKING

The Bank while opening an account opens the same under a customer ID. The Client agrees that the account number specified hereinabove or such account number that would get allotted pursuant to the request for opening of the account, shall be used to identify the Client's customer id and the account linking for Corporate Internet Banking and Corporate Mobile Banking would be carried out on the basis of such customer id. In the event, at any

point in time, a customer id has accounts other than the above-referred accounts linked to it, then the user of such other accounts shall be provided complete access to all such accounts opened under the customer id and the Client hereby agrees to such access.

The CLIENT hereby agrees, acknowledges and confirms that Corporate Internet Banking or Corporate Mobile Banking Transactions which fall within the overlapping workflow rules i.e. the Corporate Internet Banking and Corporate Mobile Banking Transactions falling in either of the following categories:

1. SINGLE USER AUTHENTICATION and DOUBLE USER AUTHENTICATION;
2. SINGLE USER AUTHENTICATION and MULTIPLE USER AUTHENTICATION;
3. DOUBLE USER AUTHENTICATION and MULTIPLE USER AUTHENTICATION;
  
4. SINGLE USER AUTHENTICATION, DOUBLE USER AUTHENTICATION and MULTIPLE USER AUTHENTIFICATIONS;

such transactions shall be processed/accepted by applying the least workflow rule, unless the CLIENT specifies and/or selects otherwise, in such category, i.e. in other words, if a Corporate Internet Banking and / or Corporate Mobile Banking Transaction falls with category (3) above and the CLIENT has not selected and/or specified any workflow rule for such transaction(s), such a transaction shall be processed/ accepted by applying the least workflow rule in such a category, i.e. in category (3) above by applying DOUBLE USER AUTHENTICATION as per the USER AUTHENTICATION provided by the CLIENT to ICICI Bank.

#### 41. 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 and Corporate Mobile 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.

#### 42. FAX INDEMNITY

- (i) The Client is at its convenience, desirous of issuing requests / instructions to ICICI Bank by e-mail / facsimile transmission with regard to the 1. Password activation, user id enabling, password resetting, password reissue, email id updation, mobile number updation as referred to in Corporate Internet Banking and / or Corporate Mobile Banking clauses and have requested ICICI Bank to accept such process, to which ICICI Bank has agreed subject to the Client furnishing an undertaking cum indemnity in favour of ICICI Bank.

- (ii) The Client agrees, acknowledges, affirms and undertakes as follows:

- a) ICICI Bank may, at its sole and absolute discretion, act on any request or instruction made by the Client to ICICI Bank, or which ICICI Bank reasonably believes to have been made by the Client, by e-mail / facsimile transmission. Such requests and/or instructions sent by the Client to ICICI Bank by means of an e-mail / facsimile transmission shall hereinafter be referred to as "Instruction".

- b) In the event of any change in the aforementioned Instructions upon request from the Client or any intimation from ICICI Bank, the Client affirms, agrees and undertakes that this indemnity shall continue to be valid, subsisting and binding on the Client and any changes to the Instructions shall be deemed to be within the scope and ambit of this Indemnity. ICICI Bank may, however, disregard or not act on any of the aforementioned Instructions without any notice.

- (iii) ICICI Bank shall be entitled to act upon the Instructions sent by e-mail / facsimile. The decision of ICICI Bank whether any such Instructions are clear and ambiguous or not and all actions of ICICI Bank thereof shall be conclusive and binding on the Client. This clause shall not preclude ICICI Bank from exercising its absolute discretion to act or not to act on any or all Instructions.



(iv) The transmission of information through e-mail / facsimile is not a secure means of sending information and may be subject to tampering and unauthorised access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient. Such risks may include but not limited to the following:

(a) the Instructions may be fraudulently written or altered;

(b) the Instructions may reach ICICI Bank in jumbled state or in a manner or shape that it may be misunderstood;

(c) the Instructions may not be received by ICICI Bank or may not be received within the normal business hours of ICICI Bank or the facsimile machine may be unattended to at the time of receipt of Instructions and/or may be received by ICICI Bank only partially; d there may be a mistake in understanding the message.

(v) The Client shall continue to be bound by all or any action of ICICI Bank in complying with the Instructions given to ICICI Bank by e-mail / facsimile even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction by the Client, if ICICI Bank has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended;

(vi) The Client agrees to indemnify and keep indemnified and save harmless ICICI Bank from all claims, losses, damages, costs including legal expenses which ICICI Bank may incur or suffer on account of accepting and acting upon the Instructions sent by the Client through e-mail / facsimile to ICICI Bank;

(vii) The Client shall not hold ICICI Bank liable for any action/omission to act upon any Instructions sent by email/facsimile due to any reason whatsoever.

#### 43. BANK'S LIEN

ICICI Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Client's Primary Account and/ or; Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Corporate Internet Banking service and / or the Corporate Mobile Banking service extended to and/ or used by the Client.

#### 44. FORCE MAJEURE

ICICI Bank's obligations contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, [which would include any event beyond the reasonable control of ICICI Bank, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind riots, insurrection, war or acts of government,

changes in legislation and other allied acts of regulatory nature] then ICICI Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within any such obligations capable of being fulfilled. ICICI Bank shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

#### 45. 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.

These Terms and Conditions contain ICICI Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and ICICI Bank for Corporate Internet Banking services and / or Corporate Mobile Banking service. 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 and / or Corporate Mobile Banking. No third party will have any rights or claims under these Terms and Conditions.

#### 46. APPLICABILITY OF TERMS

These Terms and Conditions form the contract between the Client using the Corporate Internet Banking service and / or the Corporate Mobile Banking Service 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.

#### 47. APPLICABILITY OF TERMS FOR INDIVIDUALS AND PROPRIETORS

The following set of terms and conditions (the "Terms and Conditions") shall apply to Clients who are Individuals and Proprietors who avail Corporate Internet Banking and / or Corporate Mobile Banking with effect from 13th August, 2012. These Terms and Conditions shall be in addition to and not in derogation to Terms and Conditions governing Corporate Internet Banking and / or Corporate Mobile Banking (the "Primary Terms and Conditions" ) mentioned hereinabove. In case of any inconsistency between Primary Terms and Conditions and these Terms, the Terms shall prevail. Capitalised terms used herein, but not defined shall have the same meaning as assigned to them under Primary Terms and Conditions.

##### A) Definitions

i) Transaction Access shall mean access to general banking, funds transfer to own account (Within ICICI Bank), inward funds transfer (Within ICICI Bank), funds transfer to third party (Within ICICI Bank), funds transfer to Third Party (Outside ICICI Bank), Bulk Transfer, Bill Payment/ Tax payment.

B) Terms for use of Transaction Access. The Client shall be given a default Transaction Access. This Transaction Access shall be standard for all Clients who are individuals or proprietors. In the event the Transaction Access is not required by the Client, the Client may get his password disabled post account opening, by raising request through Phone banking/ emails/ branch.

The Client shall be able to carry out Transactions through the use of Corporate Internet Banking and / or Corporate Mobile Banking to the extent of INR 5 lacs only. In the event a Transaction for a larger sum is required, the Client shall raise a request for change of Transaction limits post account opening through the ICICI Bank branch.

In order to use Transaction Access, Customer shall be required to register their mobile numbers failing which fund transfer option shall not be available.

#### 48. APPLICABILITY OF TERMS FOR AUTHORIZED SIGNATORY DELETION

The following set of terms and conditions (the "Terms") shall apply to Corporate Internet Banking and Corporate Mobile Banking Clients who apply for deletion of their authorized signatory to the Bank.

1. If Client request is received by ICICI Bank to delete authorized signatory/ies from their Current Account, Bank will consider it as a blanket request and delete the signatory/ies from Corporate Internet Banking and Corporate Mobile Banking as well, unless specific instruction is given by Client through letter regarding the same.

2. Once ICICI Bank executes the signatory deletion in Corporate Internet Banking and Corporate Mobile Banking, it may impact the workflow setup of the customer on Corporate Internet Banking and Mobile Banking. In this case, ICICI Bank will not be held responsible for the workflow change due to signatory deletion.