

## **ICICI Bank Limited**

**Registered Office:** Landmark, Race Course Circle, Vadodara 390 007.

**Corporate Office:** ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

### **TERMS AND CONDITIONS GOVERNING ICICI BANK CORPORATE CARE SERVICE**

ICICI Bank shall endeavour to provide to the Client CORPORATE CARE SERVICES ("Service") including but not limited to resolution of queries, complaints and/or grievances, permitting certain transactions pertaining to general banking, trade finance and cash management services and for such other areas, as ICICI Bank may decide from time to time subject to the terms and conditions herein specified. Such Services shall be available vide the telephone, facsimile and/ or electronic mail (email) medium at the telephone/ facsimile numbers/ email address as specified by ICICI Bank from time to time subject to the terms and conditions herein specified.

Provided that, at the sole discretion of ICICI Bank, certain services may not be made available to the Client through the facsimile medium and/ or email. ICICI Bank would endeavour to keep the Client informed of the same in such manner as it deems fit.

#### **Definitions**

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

**"Account(s)"** refers to the Client's bank account and/ or any other type of account (each an "Account" and collectively "Accounts", so maintained with any Group Company which are eligible Account(s) for operations through the use of Service.

**"Group Companies"** refers collectively to ICICI Bank and all companies affiliated to ICICI Bank in which ICICI Bank has majority equity stake or management control and other affiliated/other companies that would be participating in the Service.

**"ICICI BANK"** refers to ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

**"Personal Information"** refers to the information provided by the User, as defined hereunder, to ICICI Bank.

**"Terms"** refer to Terms and conditions for use of Service as specified herein.

#### **Applicability of Terms**

Each Client shall apply to ICICI Bank in the Channel Registration Form for use of the Service, and ICICI Bank shall be entitled, at its sole discretion, to accept or reject such applications. By applying for and accessing the Service for the first time, the Client acknowledges and accepts these Terms. These Terms form the contract between the Client and ICICI Bank. Notwithstanding anything contained herein, all terms and conditions stipulated by ICICI Bank and the Group Companies in connection with the Accounts shall continue to apply.

## **Services**

The Services as may be availed of by the Client shall be including but not limited to resolution of queries, complaints and/or grievances, permitting certain transactions pertaining to general banking, trade finance and cash management services.

The Client agrees to provide such details to ICICI Bank as ICICI Bank may require for purposes of offering the Services to the Client. ICICI Bank reserves the right to specify such limits as ICICI Bank deems fit for processing any request of the Client through the Service. Further, the Client also agrees that the request for change of address of the Client through the Services shall not be accepted and acted upon by ICICI Bank.

## **Service Access**

The Client will be allotted a Corporate Care Identity and the user(s) will be allotted a Customer Relationship Number ("CRN") and a confidential Telephone Personal Identification Number ("TPIN") by ICICI Bank upon acceptance of the application 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 person or persons having substantial power of management and control over such corporate body shall authorise specific person(s) (referred to as "User") who will be allowed to have access to the Service and the said authorisation by means of a board resolution, power of attorney or mandate, as the case may be, will be registered with ICICI Bank. The Client grants express authority to ICICI Bank for implementing the instructions given by the Users.

The Service would be available during timings specified by ICICI Bank from time to time and ICICI Bank would endeavour to carry out transactions on the same day or on the next working day depending upon the time of logging of the transaction.

The User shall be deemed to represent that he/she is the duly authorised user and is designated by the Client to lodge queries/complaints/grievances and/or to seek information/resolution of queries and/or complaints/grievances in respect thereof and to carry out transactions relating to general banking, cash management services, trade finance each time the User uses the Services.

The Users accessing the Services shall change the TPIN assigned by ICICI Bank on accessing the Services for the first time. The Client shall ensure that the Users have a TPIN of four digit and ensure that the same is kept confidential by the Users/ Client. The Users shall not let any unauthorised person have access to the telephone while the User is accessing the Service. If the User forgets/ loses/ misplaces the T-PIN, the User may request for the issue of a new TPIN by submitting a signed request at the branch or through the Service. A new TPIN will be issued to the User after the necessary authentication procedures are carried out and the same shall not be construed as the commencement of a new contract.

The User agrees and acknowledges that ICICI Bank shall in no way be held responsible or liable if the User incurs any loss as a result of information being provided or disclosed by ICICI Bank regarding his/her accounts or carrying the instruction of the User pursuant to the access of the Service and the User shall fully indemnify and hold ICICI Bank and the Group Companies harmless in that behalf.

Each time the Users are desirous of accessing the Services, the User shall provide the CRN and the TPIN, in the directed manner. ICICI Bank shall have the right to, at its discretion, request the User for further information for authentication of the User's bona fides and/or credentials. ICICI Bank shall have no obligation to verify the authenticity of any transaction received from the Users through Services or purporting to have been sent by the User via Services after they are authenticated by the use of: (1) TPIN and (2) CRN; and/or (3) any other procedure which may be prescribed by ICICI Bank. ICICI Bank reserves the right to use any other information for authentication of the User.

The Client would have to ensure that the telephone used by the Users meets the criteria as specified by ICICI Bank from time to time. All costs incurred by the Client including telecommunication costs to use the Service would be borne by the Client.

The Client shall take all necessary precautions to prevent unauthorized and illegal use of the Service and unauthorized access to the Accounts.

The Client agrees and accepts that ICICI Bank shall have the sole and absolute discretion to decide the cities in which the Services are available to the Client.

### **Instructions**

All the instructions for operating the Service shall be given through telephone or the facsimile or email medium by the Client in the manner acceptable to ICICI Bank. The Client is also responsible for the accuracy and authenticity of the instructions provided to ICICI Bank and the same shall be considered to be sufficient to operate the Service. ICICI Bank shall not be required to independently verify the instructions.

ICICI Bank has no liability if it does not or is unable to stop or prevent the implementation of the initial instruction subsequently revoked by the Client. Where ICICI Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Client before acting on any instruction of the Client or act upon any such instruction as it thinks fit.

ICICI Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the Client or for verifying User's instructions. ICICI Bank may refuse to comply with the instructions without assigning any reason and 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 Service if it has reason to believe that the Client's instructions will lead to or expose to direct or indirect loss to ICICI Bank or may require an indemnity from the Client before continuing to operate the Service.

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, 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.

If any instruction 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 instruction until it receives such documentation from the Client.

### **Maintenance of Sufficient Balance**

The Client shall maintain, at all times, such minimum balance in Account(s), as ICICI Bank may stipulate from time to time and ICICI Bank shall not be liable for any consequences arising out of ICICI Bank's failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that ICICI Bank shall, at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Client and the Client shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

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 Service which will be notified by ICICI Bank on its website [www.icicibank.com](http://www.icicibank.com) from time to time. Any change in such service charges will also be notified on ICICI Bank's website. The Client authorises ICICI Bank to recover all charges related to the Service as determined by ICICI Bank from time to time by debiting one of the Accounts.

ICICI Bank may reserve the right to withdraw the Service, 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.

### **Sharing of Information**

The Client irrevocably and unconditionally authorises ICICI Bank to access (and to provide access to the Users to) all the Client's accounts and records for the purpose of providing the Service through the telephone or facsimile or email medium.

The Client agrees that ICICI Bank and Group Companies (or their contractors) may hold and process its Personal Information and all other information concerning its User(s) and Account(s) on computer or otherwise in connection with Services as well as for analysis, credit scoring and marketing.

The Client also agrees that ICICI Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, for fraud prevention purposes.

### **Disclaimer of Liability**

ICICI Bank does not hold out any warranty and makes no representation about the quality of the Services. The Client agrees and acknowledges that ICICI Bank shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the Client and processed by ICICI Bank, information provided or disclosed by ICICI Bank regarding Client's accounts or any loss of any character or nature whatsoever and whether sustained by the Client, Users or by any other person.

ICICI Bank does not hold out any warranty and makes no representation about the accuracy, authenticity, completeness of the communication provided through electronic medium.

Neither ICICI Bank shall be liable for any unauthorized persons accessing the communication sent through the electronic medium to the Constituent by ICICI Bank.

While ICICI Bank shall endeavour to execute and process the transactions and respond to the queries, complaints, grievances as proposed to be made by the Client promptly, ICICI Bank shall not be responsible for any non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law or any other reason beyond the reasonable control of ICICI Bank.

Neither ICICI Bank nor its subsidiaries shall be liable for any unauthorized persons accessing the records and/or accounts/information through the use of Services and the Client hereby fully indemnifies and holds ICICI Bank and the Group Companies harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. ICICI Bank shall under, no circumstance, be held liable to the Client if Service access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of ICICI Bank.

Illegal or improper use of the Services shall render the Client liable for payment of financial charges (to be decided by ICICI Bank) and/or may result in suspension of the Services to the Client.

All the records of ICICI Bank generated by the transactions arising out of the use of the Service, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. For the protection of both the parties, and as a tool to correct misunderstandings, the Client understands, agrees and authorises ICICI Bank, at its discretion, and without further prior notice to the Client, to monitor and record any or all telephone conversations between the Client/Users and ICICI Bank and any of its employees or agents.

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 Services.

### **Indemnity**

The Client agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its Group Companies against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Group Companies 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 Group Companies is based on or arises in connection with the user of the Service with reference to :

- (i) a violation of the Terms by the Client;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Services by the Client;
- (iii) any misrepresentation or breach of representation or warranty made by the Client contained herein;

- (iv) any breach of any covenant or obligation to be performed by the Client hereunder;
- (v) due to ICICI Bank accepting and acting on any instruction given or deemed to have been given or purportedly given by the Client by facsimile transmission and/or e-mail and/or telephone; or
- (vi) ICICI Bank or Group Companies' execution of the Client's instructions or by reason of providing Service by ICICI Bank or for any action taken or omitted to be taken by ICICI Bank and /or the Group Companies, its officers, employees or agents, on the instructions of the Client

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 Service, whether for breach of 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 service, excluding any amount paid towards transactions.

#### **Assignment**

ICICI Bank shall be entitled to sell, assign, securitise or transfer ICICI Bank's right and obligations under this Agreement and any security in favour of ICICI Bank (including all guarantee/s) to any person of ICICI Bank's choice in whole or in part and in such manner and on such terms and conditions as ICICI Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the User and all other persons.

The Client, its successors and assigns are bound by the terms of this Agreement. However, the Client shall not be entitled to transfer or assign any of its rights and obligations under this Agreement.

#### **Applicability to Future Accounts**

ICICI Bank and the Client agree that if the Client opens further Accounts with/subscribes to any of the products/services of ICICI Bank or any of the Group Companies, and ICICI Bank extends the Services to such Accounts or products or services and the Client opts for use thereof, then these Terms shall automatically apply to such further use of the Service by the User.

#### **Accuracy of Information**

The Client is responsible for the correctness of information supplied to ICICI Bank for use of the Service and ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User. If the Client notices an error in the information supplied to ICICI Bank either in the application form or any other communication, it shall immediately advise ICICI Bank and ICICI Bank will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

#### **Termination**

The Client may request for termination of the Service any time by giving a written notice of at least 15 days to ICICI Bank. The Client will remain responsible for any transactions made through the Service until the time of such termination. ICICI Bank may withdraw or terminate the Service anytime either entirely or with reference to a specific Service

without assigning any reasons whatsoever. ICICI Bank may suspend or terminate the Service without prior notice if the Client has breached these terms and conditions.

### **General Conditions**

These terms and conditions and/or the operations in the Account(s) maintained by ICICI Bank shall be governed by the laws of India. Any legal action or proceedings arising out of these Terms shall be brought in the courts or tribunals at Mumbai in India. ICICI Bank may, however, in their 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 that jurisdiction.

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

ICICI Bank may sub-contract and employ agents to carry out any of its obligations hereunder. ICICI Bank may transfer or assign its rights and obligations under this contract to any other entity.

ICICI Bank has the absolute discretion to amend or supplement any of the Terms as stated herein at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible. By using the new services, the Client shall be deemed to have accepted the changed terms and conditions.

Notices under these Terms may be given in writing by delivering them by hand or on ICICI Bank's website [www.icicibank.com](http://www.icicibank.com) or by sending them by post to the last address given by the Client and in the case of ICICI Bank to its corporate office address as set out hereinabove. In addition, ICICI Bank may also publish notices of general nature, which are applicable to all Clients in a newspaper or on its website at [www.icicibank.com](http://www.icicibank.com). Such notices will have the same effect as a notice served individually to each Client. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

Any provision of these 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 these Terms or affect such provision in any other jurisdiction.

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 Account to the extent of all outstanding dues, whatsoever, arising as a result of the Services extended to and/or used by the Client.