



## **TERMS AND CONDITIONS for ICICI Bank RTGS Transactions**

ICICI Bank shall endeavour to provide to the Customer, the **ICICI Bank RTGS Facility** (as defined hereinafter) subject to the terms and conditions herein specified.

### **1. Definitions**

A. In these Terms and Conditions the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

"Account(s)" refers to the Customer's bank account(s) maintained with ICICI Bank, to be used for operations through RTGS, as specified in the RTGS Payment Instruction.

"Business Day" for the concerned branch of ICICI Bank shall mean a day other than: (i) Sunday and any public holiday (ii) a day on which the concerned branch of ICICI Bank is closed and cannot conduct regular banking business for / with its customers (iii) a day on which RBI does not provide RTGS, or (iv) a day on which normal business cannot be transacted due to storms, floods, bandhs, strikes etc.

"Customer" means the applicant / remitter availing of RTGS.

"ICICI Bank" means ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and a banking company 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).

"ICICI Bank RTGS Facility" means the access to / use of RTGS offered by ICICI Bank to Customers.

"RBI" means the Reserve Bank of India.

"Regulations" shall have the meaning given to that term in clause 2 of these Terms and Conditions and shall include RTGS (Membership) Business Operating Guidelines, 2004 and RTGS (Membership) Regulations, 2004.

"RTGS" means the Real Time Gross Settlement System of RBI.

"RTGS (Membership) Business Operating Guidelines, 2004" shall mean the Real Time Gross Settlement System Business Operating Guidelines, 2004 issued by RBI, as the same may be amended or modified from time to time.

"RTGS (Membership) Regulations, 2004" shall mean the Real Time Gross Settlement System (Membership) Regulations, 2004 issued by RBI, as the same may be amended or modified from time to time.

"RTGS Payment Instruction" means an unconditional instruction issued by the Customer in writing to ICICI Bank, in form, manner and substance as ICICI Bank may prescribe or require, to effect a funds transfer for a certain sum of money expressed in Indian rupees, to the designated account of a designated beneficiary in India with a scheduled bank, that shall be effected by debiting the Account of the Customer.

- B. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them by ICICI Bank or RBI from time to time.

## **2. Applicability of Terms**

To avail / use the ICICI Bank RTGS Facility a Customer shall submit to ICICI Bank an RTGS Payment Instruction. ICICI Bank shall be entitled, at its sole discretion, to accept and process or reject such RTGS Payment Instruction.

The Terms and Conditions shall be in addition to and not in derogation of the regulations, circulars, orders, notifications, press releases, instructions issued by RBI from time to time, including the RTGS (Membership) Business Operating Guidelines, 2004 and the RTGS (Membership) Regulations, 2004, (hereinafter collectively referred to as the "Regulations") and any practices and / or policies followed by ICICI Bank from time to time (hereinafter referred to as the "ICICI Practices"). The Customer hereby acknowledges that the Customer has read and understood the Regulations and is aware of ICICI Practices and / or shall make himself aware of the ICICI Practices and agrees that the rights and obligations provided therein and in these Terms and Conditions in so far as it relates to the Customer shall be binding on him / it with regard to every RTGS Payment Instructions issued by him / it.

The Customer understands and agrees that availing the ICICI Bank RTGS Facility shall not be construed as creating any contractual or other rights with or against RBI or any other participant in the RTGS other than ICICI Bank.

ICICI Bank shall have no obligations to any person including any beneficiary (or any person claiming under or through such beneficiary) other than the Customer, for the execution of any RTGS Payment instruction. All obligations of ICICI Bank to the Customer in relation to any RTGS Payment Instructions shall cease upon the execution of the RTGS Payment Instruction.

Notwithstanding anything contained herein, all terms and conditions stipulated by ICICI Bank in connection with the Accounts shall continue to apply.

### **3. Scope of RTGS**

RTGS is a payment system in which both processing and final settlement of fund transfer instructions happens real time. It is a gross settlement system where transfers are settled individually, i.e. without netting debits against credits. RTGS effects final settlement continuously rather than periodically and the settlements are immediate, final and irrevocable.

### **4. Rights and Obligations of the Customer**

- (i) The Customer shall be entitled, subject to the Regulations and ICICI Practices, to issue RTGS Payment Instruction for execution by ICICI Bank.
- (ii) The RTGS Payment Instruction shall be issued by the Customer, in the form as prescribed from time to time, which is complete in all particulars. The Customer shall be responsible for the accuracy of the particulars given in the RTGS Payment Instruction and shall be liable and responsible for any loss or damage arising on account of any error in the RTGS Payment Instruction.
- (iii) The Customer shall be bound by any RTGS Payment Instruction executed by ICICI Bank, upon the execution of the RTGS Payment Instruction by ICICI Bank reasonably in compliance with such instruction.
- (iv) The Customer shall ensure availability of funds in the Account towards the fulfillment of the RTGS Payment Instruction before / at the time of the execution of the RTGS Payment Instruction by ICICI Bank as also for the payment of applicable fees and / or charges. In case ICICI Bank, at its discretion, executes the RTGS Payment Instruction without necessary funds being available in the Account for payment of fees and / or charges payable to ICICI Bank for providing access to or allowing the use of the ICICI Bank RTGS Facility for which ICICI Bank may extend a temporary loan / overdraft for the amount of such fees / charges which have not been paid or which is unavailable in the Account (hereinafter referred to as "Temporary Overdraft"), that the Customer shall pay / repay forthwith and in any case not later than the end of that Business Day. ICICI Bank shall be entitled to charge interest on the Temporary Overdraft at rates determined by ICICI Bank from time to time, for the period during which the Temporary Overdraft is outstanding. If the Customer does not repay to ICICI Bank the Temporary Overdraft with such interest as has accrued on it, before the end of that Business Day, ICICI Bank shall be entitled to charge further interest on such unpaid amounts at rates determined by ICICI Bank from time to time (hereinafter referred to as "**Further Interest**").

Notwithstanding the above, the Customer agrees that ICICI Bank shall be entitled, at all times, to debit, any and all of, the balances standing at any time to the credit of the Account (or other accounts of the Customer with ICICI Bank), for the payment of the fees and / or charges payable to ICICI Bank for providing access to or allowing the use of the ICICI Bank RTGS Facility and /

or for repayment of the Temporary Overdraft and any interest (including Further Interest) payable on the Temporary Overdraft.

The Customer agrees that the fees and / or charges payable to ICICI Bank for providing access to or allowing the use of the ICICI Bank RTGS Facility and the interest (including Further Interest) payable by the Customer on the Temporary Overdraft are reasonable.

- (v) The Customer agrees that the RTGS Payment Instruction shall become irrevocable when such instructions have been executed and / or are in the RTGS for execution, and the revocation of such instruction is not possible.
- (vi)
  - (a) Subject to the provision of sub clause (b) below, the Customer agrees that ICICI Bank shall be liable to the Customer, only in the event of any error in the execution of the instructions pursuant to a RTGS Payment Instruction arising on account of gross negligence or willful misconduct of ICICI Bank. In such an event, ICICI Bank's liability shall be limited to the refund of the excess amounts (if any) erroneously paid or reversal of the transaction if possible and practical, so to do and / or refund of any fees and / or charges which have been paid to ICICI Bank in relation to the RTGS Payment Instruction erroneously executed. In the event of a RTGS Payment Instruction not having been fully effected (i.e. there being a deficiency or shortfall in the amount to be actually remitted / transferred) ICICI Bank's obligation and liability shall be limited to remitting / transferring such deficient amounts or amounts in shortfall, upon the same being brought to its notice and subject to availability of funds in the Account.
  - (b) The Customer shall forthwith report to ICICI Bank any discrepancy in the execution of a RTGS Payment Instruction by ICICI Bank. The Customer agrees that, in any event, he / it shall not be entitled to dispute the correctness of the execution of the RTGS Payment Instruction or the amount debited to his Account, after five Business Days from the date of the RTGS Payment Instruction.
- (vii) No RTGS Payment Instruction shall have any special conditions attached to it, unless specifically agreed to in writing by ICICI Bank.
- (viii) ICICI Bank shall have the sole discretion to decide on the cut-off time for transmitting the settlement instructions. RTGS Payment Instruction received after cut-off time will be completed on the next Business Day. Such cut – off time shall be notified to the Customers on <http://ebusiness.icicibank.com/imarkets/products/tb/gb.asp>.
- (ix) The Customer agrees that it is aware that there is a risk of non – payment to the beneficiary on the day of the transaction. The same may be for any reason whatsoever, including a holiday at the beneficiary's branch. ICICI Bank or RBI or any other participant in the RTGS shall not be liable, in any manner whatsoever, to the Customer for any such delay.

## **5. Rights and obligations of ICICI Bank**

- (i) Subject to Section 2, ICICI Bank shall endeavor to duly execute a RTGS Payment Instruction issued and authorised by the Customer, except when :
  - a) the funds available in the Account are not adequate or funds are not properly applicable / available to comply with the RTGS Payment Instruction and / or the payment of any fees and / or charges as applicable and the Customer has not made any other arrangement to meet its payment obligations in relation to the RTGS Payment Instruction and / or the any fees and / or charges as applicable.
  - b) the RTGS Payment Instruction is incomplete or it is not issued in the agreed form or when the RTGS Payment Instruction has been filled in wrongly or has been received in advance of the date as specified in the RTGS Payment Instruction.
  - c) the RTGS Payment Instruction is attached with notice of any special condition.
  - d) In the event the RTGS Payment Instruction is issued to carry out an unlawful transaction.
  - e) the RTGS Payment Instruction cannot be executed in the RTGS.
- (ii) An acknowledgement of receipt of a RTGS Payment Instruction shall not be construed as binding ICICI Bank to execute the same, other than in terms of these Terms and Conditions and the right reserved by ICICI Bank to reject or refuse the carrying on of any RTGS Payment Instruction. The Customer agrees that no prior or written intimation or notice of such refusal or rejection needs to be provided by ICICI Bank.

## **6. Fees and / or Charges**

ICICI Bank may levy fees and / or charges for use of ICICI Bank RTGS Facility which will be notified by ICICI Bank to the customer from time to time. Any change in the fees and / or charges will be notified to the Customer by hosting the same on <http://ebusiness.icicibank.com/imarkets/products/tb/gb.asp>. The charges as above shall be in addition to any charges which RBI may levy on any given transaction.

## **7. RTGS Payment Instructions**

- (i) The Customer agrees and understands that the RTGS Payment Instruction is not negotiable instrument. It is merely an instruction to ICICI Bank to debit the Account and credit the beneficiary's account using RTGS. The Customer agrees and acknowledges that ICICI Bank has not made any representations to the Customer that the RTGS Payment Instruction is a negotiable instrument. The Customer agrees that ICICI Bank shall have no obligations to any person including

any beneficiary (or any person claiming under or through such beneficiary) other than the Customer, for the execution of a RTGS Payment Instruction.

- (ii) The Customer agrees that instructions for making payments through the RTGS shall be accepted only in the form of an RTGS Payment Instruction. If subsequently ICICI Bank allows payment instructions to be made in any other mode and the Customer wants to avail of such modes, the Customer agrees to abide by such terms and conditions as ICICI Bank may stipulate for such modes. The Customer also agrees to enter into, make, sign, execute, deliver, acknowledge and perform any agreement, deed, writing or thing that may in the opinion of ICICI Bank be necessary, proper and expedient for the aforesaid purpose.

## **8. Instructions**

The Customer confirms that all the persons authorized to operate the Accounts (the "Authorized Officials") are also authorized, as per the present mode of operation, to issue an RTGS Payment Instruction to ICICI Bank. The Customer undertakes to keep ICICI Bank informed of any changes in the mode of operation of any of the Accounts. The Customer is 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 ICICI Bank RTGS Facility. ICICI Bank shall not be required to independently verify the instructions or authority of the Authorized Officials.

ICICI Bank has no liability if it does not or is unable to stop or prevent the implementation of any instruction revoked by the Customer. Where ICICI Bank considers the instructions to be inconsistent or contradictory, it may at its discretion either (i) seek clarification from the Customer before acting on any instruction of the Customer, or (ii) act upon any such instruction as it thinks fit.

ICICI Bank may refuse to comply with the instructions without assigning any reason whatsoever. ICICI Bank 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 ICICI Bank RTGS Facility if it believes that the Customer's instructions will lead to or expose ICICI Bank to direct or indirect loss or may require an indemnity from the Customer in such form, substance and manner as it deems fit before continuing to operate the ICICI Bank RTGS Facility.

All instructions issued by the Customer or its Authorized Officials, are the sole responsibility of the Customer.

## **9. Sharing of Information**

The Customer irrevocably and unconditionally authorises ICICI Bank to access all the Customer's Accounts and records for the purpose of providing the ICICI Bank RTGS Facility. The Customer agrees that ICICI Bank and its group companies (or their contractors) may hold and process its personal information and all other information concerning RTGS Payment Instructions and / or its Account(s) on computer or

otherwise in connection with the ICICI Bank RTGS Facility as well as for analysis, credit scoring and marketing.

## **10. Disclaimer of Liability**

ICICI Bank does not hold out any warranty and makes no representation about the quality of the ICICI Bank RTGS Facility. The Customer 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 Customer and processed by ICICI Bank, information provided or disclosed by ICICI Bank regarding Customer's Accounts or any loss of any character or nature whatsoever, and whether sustained by the Customer or by any other person.

ICICI Bank shall endeavour to execute and process the transactions as proposed to be made by the Customer promptly but 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.

Neither ICICI Bank nor its subsidiaries or affiliates shall be liable for any unauthorized persons accessing the records and / or Accounts / information through the use of ICICI Bank RTGS Facility and the Customer hereby fully indemnifies and holds ICICI Bank and its subsidiaries and affiliates 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 Customer if the ICICI Bank RTGS Facility 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 ICICI Bank RTGS Facility shall render the Customer liable for payment of pecuniary charges or penalties which ICICI Bank may at its sole discretion decide or may result in suspension of the ICICI Bank RTGS Facility to the Customer. The Customer hereby also agrees to fully indemnify and hold ICICI Bank and its subsidiaries and affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

All the records (including electronic) of ICICI Bank generated by the transactions arising out of the use of the ICICI Bank RTGS Facility, 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 Customer understands, agrees and authorises ICICI Bank, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations (if any) between the Customer and ICICI Bank and any of its employees or agents or instruction provided by the Customer to ICICI Bank.

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 ICICI Bank RTGS Facility.

## **11. Indemnity**

The Customer agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its subsidiaries and affiliates, and any of their directors and employees, representatives and / or agents against any claim, suit, action or other proceeding brought against them by a third party, to the extent that such claim, suit, action or other proceeding brought against such person is based on or arises in connection with any action of the Customer, including but not limited to :

- (i) a violation of the Terms and Conditions by the Customer;
- (ii) any use of the ICICI Bank RTGS Facility by the Customer;
- (iii) any misrepresentation or breach of representation or warranty made by the Customer contained herein;
- (iv) any breach of any covenant or obligation to be performed by the Customer hereunder;

The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, 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 Customer hereby agrees that under all circumstances, ICICI Bank's aggregate liability for claims relating to the ICICI Bank RTGS Facility, whether for breach or in tort 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.

## **12. Assignment**

ICICI Bank shall be entitled to sell, assign or transfer ICICI Bank's right and obligations under this Agreement 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 or transfer shall conclusively bind the Customer and all other persons.

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

## **13. Termination**

The Customer may request for termination of its use of the ICICI Bank RTGS Facility any time by giving a written notice of at least 15 days to ICICI Bank. The Customer's responsibility for any RTGS Payment Instruction issued and presented or transactions made through the ICICI Bank RTGS Facility on its behalf shall survive the termination of this Agreement. ICICI Bank may withdraw or terminate the ICICI Bank



RTGS Facility anytime either entirely or with reference to a specific ICICI Bank RTGS Facility without assigning any reasons whatsoever. ICICI Bank may suspend or terminate the ICICI Bank RTGS Facility without prior notice if the Customer has breached any of the terms and conditions contained herein.

The Customer agrees that the Customer shall continue to remain liable to ICICI Bank for any instructions given under a RTGS Payment Instruction prior to the request for termination by the Customer and no further RTGS Payment Instruction shall be given by the Customer after the request for termination has been made.

The Customer also agrees and understands that RBI may terminate, modify, assign the provisions of the ICICI Bank RTGS Facility and the Customer shall abide by the same.

#### **14. General Conditions**

The laws of India shall govern these terms and conditions and/or the operations in the Account(s) maintained by ICICI Bank. Any legal action or proceedings arising out of these Terms and Conditions or in relation to the ICICI Bank RTGS Facility 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 Customer hereby consents to that jurisdiction.

The clause headings in these Terms and Conditions 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 has the absolute discretion to amend or supplement any of the Terms and Conditions as stated herein at any time and will endeavor to give prior notice of 15 (fifteen) days for such changes wherever feasible. By using the services after any such modification made by ICICI Bank, the Customer shall be deemed to have accepted the changed terms and conditions.

Notices under these Terms and Conditions to the Customer 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 Customer 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 Customers 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 Customer. 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 and Conditions, 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 and Conditions 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 ICICI Bank RTGS Facility extended to and/or used by the Customer.