



Terms and Conditions for Phone Banking with Cheque Referrals

The Customer agrees as follows:

1. ICICI Bank may, at its sole and absolute discretion, act on the authorisation given by the Customer to ICICI Bank, or which ICICI Bank reasonably believes to have been made by the Customer, by telephone, in accordance with the terms herein, for accepting or rejecting any cheques(s), deficient or invalid due to the reasons specified in clause 2 below, drawn by the Customer on its Account with ICICI Bank ("Facility"). Such authorisations issued by the Customer to ICICI Bank by means of telephone, in accordance with the terms herein, shall hereinafter be referred to as "Instruction".
2. The Customer acknowledges that the Customer has agreed to avail the ICICI Bank Corporate Care Service and has read, understood and agreed to the terms and conditions governing ICICI Bank Corporate Care Service as displayed on www.icicibank.com.

The Customer may issue Instructions through ICICI Bank Corporate Care Service authorising ICICI Bank to accept or reject any cheque(s) drawn by the Customer on its account maintained with ICICI Bank in the event such cheque(s) is/are technically invalid due to:

- (a) Title of account required;
 - (b) Drawer's signature incomplete/ differs/ required;
 - (c) Alteration in date/ figures/ words requires drawer's full signature;
 - (d) Post-dated
 - (e) Out of date
 - (f) Amounts in words and figures differ
3. The Customer shall authorise specific person(s) (referred to as "User") who will be, then, allowed to have access to the Facility. . The Customer grants express authority to ICICI Bank for implementing the Instructions given by the Users.

Each time the Users are desirous of giving Instructions, the User shall provide the Customer Relationship Number ("CRN") and the Telephone Personal Identification Number ("TPIN") assigned to the User by ICICI Bank under the ICICI Bank Corporate Care Services in the directed manner.

The details of the Users are appended in the Schedule hereto.

4. The Customer agrees that ICICI Bank shall act upon the Instructions only if in the opinion of concerned officer of ICICI Bank such Instructions are clear and unambiguous. The decision of the officer 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 Customer. This clause shall not preclude ICICI Bank from exercising its absolute discretion to act or not to act on any or all Instructions. Without limiting the generality of the foregoing, ICICI Bank shall not be deemed to have accepted any Instruction unless and until ICICI Bank receives the complete Instruction within the designated time period.

5. The Customer agrees and acknowledges that transmission of information through telephone is not a secure means of sending information and may be subject to unauthorised access, fraudulently or mistakenly and not be understood in whole or in part by ICICI Bank.
6. The Customer shall continue to be bound by all or any action of ICICI Bank in complying with the Instructions given to ICICI Bank even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction of the Customer, 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 has been discontinued or suspended.
7. The Customer hereby 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 offering the Facility or as a result of accepting and acting upon all or any of the Instructions sent to ICICI Bank in pursuance to this Facility given or deemed to have been given or purportedly given by the Customer.
8. The Customer confirms that ICICI Bank is authorised to debit the Customers' account with amounts in pursuance to any Instructions under the facility, including applicable bank charges herein notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881.
9. The Customer agrees to be bound by all other terms and conditions of ICICI Bank as applicable to the Customers' bank account from time to time and the arrangement herein shall not be construed as an agreement to grant overdraft or any other similar facility to the Customer.
10. ICICI Bank shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the Instruction, or (2) the transmission or delivery of any Instruction; or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any act or omission by ICICI Bank 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, and in case of tampering and unauthorised access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by ICICI Bank.

11. Under no circumstances, shall ICICI Bank, its employees, directors, and its third party agents involved in providing the facility be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to 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 provision of or any inadequacy or deficiency in the provision of the facility or resulting from unauthorized access or alteration of Instruction or arising from interruption, suspension or termination of the facility or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.
12. The Customer agrees and undertakes that this Undertaking shall not be affected by and shall continue in full force and effect even if ICICI Bank:
 - (a) does not receive verification of an Instruction before or after ICICI Bank acts on it; or
 - (b) gives notice to the Customer that it will not accept further Instructions and the Customer stops sending Instructions for any reason.
13. The Customer agrees to comply with such authentication procedures as ICICI Bank may prescribe from time to time for purposes of issuing Instruction. If the Customer or one of its authorised representatives is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorised person, the Customer must notify ICICI Bank immediately.
14. If ICICI Bank receives an Instruction that purports to have been transmitted or authorised by the Customer, one of the Customer's authorised representatives or any other person and the Customer's current authentication procedure has been used:
 - (a) ICICI Bank may rely on that Instruction and shall not be obliged to make any verification for authentication purposes; and
 - (b) Such Instruction will be deemed effective as a valid Instruction by the Customer.
15. ICICI Bank may give notice to the Customer that it shall not offer the Facility forthwith at any time and that notice shall be deemed to be effective against the Customer on receipt of the same. A customer will be deemed to have

received the same immediately in case ICICI Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/ courier.

16. The provisions of this letter will continue to be in force and effect for all the transactions as may be carried out by ICICI Bank on receipt of the Instructions even if the Customer's account is closed with ICICI Bank or services are terminated. The terms and conditions contained herein shall be binding on the successors, assigns, legal heirs, administrators and executors of the Customer.