

Terms and Conditions of Current Account

These terms and conditions apply to and regulate the operation of the Current Account (the "Current Account/s") offered by ICICI Bank Limited (the "Bank") to Customers. Various Current Account Products offered by the Bank from time to time. These terms and conditions ("Terms") shall be in addition and subject to any other terms as stipulated by the Bank from time to time.

1. Definitions:

In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- "Account" refers to the Current Account that may be opened and held with the Bank.
- "Account Opening Form" (AOF) refers to the respective relationship forms for Current Account products.
- "Customer" refers to any person holding an Account with ICICI Bank.
- "Month" shall mean a month reckoned according to the British calendar.
- "Quarter" shall mean a financial quarter i.e. April –June, July –September, October– December, January –March in any financial year.
- "Services" shall mean the various services that may be provided by ICICI Bank in connection with the Account and are more particularly referred to / described in these Terms and/or on the website.
- "Services Directory" shall mean and include the media by which details about the charges and the rates at which the services are provided for the respective types of Account as detailed in Schedule I
- "Website" refers to the website owned, established and maintained by ICICI Bank at the www.icicibank.com.

Interpretation:

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender include the other gender.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.
- Words "ICICI Bank", "the Bank", refer to ICICI Bank Limited, having its registered office at Landmark, Race Course Circle, Vadodara - 390007.

1. Applicability of Terms:

The terms and conditions ("Terms") set out below, together with the AOF, account charges and any other conditions which may be implied by law shall govern the operation of the current account and other related services offered by ICICI Bank to the Customer. By applying for opening the Account, the Customer acknowledges that he / she has read, understood and accepted these terms and conditions, which form a part of the Customer's application to the Bank.

2. Account Opening:

The Account opening formalities are governed by the policies of ICICI Bank and may be revised from time to time. The Bank may require Customer/s to submit duly filled application form/s along with the prescribed set of documents stipulated from time to time, to the satisfaction of the Bank. Until the Bank receives all the documents prescribed by the Bank pertaining to the duly authorized signatories of the Account including their specimen signatures, the Bank shall be entitled to refrain from adhering to any instructions and/or deny operation of the Account from/to such authorized signatories.

ICICI bank shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject the application and ICICI bank shall not be responsible/liable in any manner whatsoever to me/us for any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection, or any delay in notifying me/us of such rejection of this application.

If during the process of opening of the account, ICICI Bank in its course of verification finds any irregularity/discrepancy in the details provided by me/us, it shall have the exclusive right to not open the account or permit opening of the account on such terms and conditions as may be indicated by it to me/us. However, if any such irregularity/discrepancy in the details provided by me/us is found after opening the account, then the account shall be closed or operation of the account shall be permitted on such terms and conditions as may be indicated by ICICI Bank to me/us.

3. KYC Updation:

As per the Reserve Bank of India ("RBI") guidelines ("Guidelines") on Know Your Customer ("KYC") / Anti Money Laundering ("AML") / Combating of Financing Terrorism ("CFT") issued under Prevention of Money Laundering Act, 2002 the banks are required to collect and update from time to time, the KYC and other relevant profile information of its Customers.

Accordingly, the Bank shall request its customers to provide appropriate information/and or documents (including latest photograph/s, identity proof, address proof, profile details of account holder/s, authorized signatories, mandate holders, beneficial owners, etc.) in accordance with the Guidelines to ensure that any changes/updates in the KYC/profile information of the customers are duly updated in the records of the Bank.

The Bank in compliance with the Guidelines may make use of communication channels which shall include but not be limited to letters, bank statements, ATM/internet banking, etc. The bank shall enable various channels through which such information can be submitted to facilitate and ease this process for the customers. In line with the Guidelines, failure to provide these documents/information within stipulated timelines or submission of wrong, incomplete or false documents/information sought may result in the account/s being closed/ blocked for debit and/or credit transactions."

Aadhaar will be updated in all bank records post authentication for the purpose of availing banking services including operation of bank account and for delivery of subsidies, benefits and services or any other facility relating to the banking operations. This request will not be processed if

- Aadhaar number is incorrect
- Details in bank account do not match with details available with UIDAI

Customer's account shall be used for receiving government payment across schemes that the customer is eligible and/ or any other payment using the Aadhaar based information and NPCI may

map customer's account in the Aadhaar Mapper of NPCI. ICICI Bank does not take any responsibility and will also not be liable for your claims, if the details provided by you are incorrect/ incomplete. In case customer has submitted Aadhaar details for the newly opened current account, the same will be considered for updation in all bank records post authentication from UIDAI, all other terms & conditions remaining the same. By agreeing to these terms and conditions, the customer shall be deemed to have voluntarily consented to authenticate themselves with Aadhaar based authentication system and hereby give their voluntary consent as required under the Aadhaar Act 2016 and regulations framed thereunder for seeding their Aadhaar number to all their Bank relationships and to provide their identity information (Aadhaar number, biometric information and demographic information) for Aadhaar based authentication for the purpose of availing of the banking services including operation of account and for delivery of subsidies, benefits and services or any other facility relating to banking operations.

4. Operating Accounts:

- An Account may be opened in the names of:
 - An individual in his / her own name
 - Two (only 2 individuals can open joint a/c) persons in their joint names.
 - A Company, Partnership Firm, Sole Proprietorship Firm, Hindu Undivided family, Trust, Association or other entity as may be permitted by the Bank in their respective names

- All the Accounts maintained (and related Services availed of from time to time) in the name of the individual shall be operated singly by the individual or Power of Attorney Holder of such individual, and in case of joint Accounts, by Account holders jointly or by either of the joint holder/s or as may be specified by the joint Account holder/s in the AOF, or by their Power of Attorney holders and accepted by ICICI Bank in its discretion.

- In case of Joint Accounts, any change in operational instructions / signing conditions or any other information contained in the AOF shall be given by all the joint Account holders, irrespective of the mode of operation.

- Accounts (and related Services availed of from time to time) in the names of company, partnership firm, trust, association or other entity shall be operated by the authorized signatory(ies) of the respective entities, as specified in the AOF / resolution submitted by such entity at the time of opening the Account or as varied in accordance with these terms and conditions. Changes to authorised signatories of such entities shall be recognised only upon due submission of the requisite authorizations/resolutions approving such changes, to the satisfaction of the Bank.

- ICICI Bank may send through courier, post, email or any other physical or electronic mode as selected by ICICI Bank from time to time to the mailing address furnished by the Customer, statements of Account, balance confirmation certificates, and / or such other items relevant or pertaining to the Account/ Customer. It shall be incumbent upon the Customer to inform ICICI Bank of any changes in the Customer's mailing address immediately. ICICI Bank will not be responsible for any loss, damage or consequence or delivery of the above items arising due to the Customer not informing ICICI Bank of the change in the mailing address of the Customer or for any other reasons whatsoever.

- I/We shall keep ICICI bank informed at all times, regarding any changes/alteration in my/our communication address and authorize the Bank to update any such change/alteration in my/our communication address that the Bank may be informed of by me and/or is brought to the notice of the Bank and hereby authorize ICICI bank to contact me / us on such changed/altered address. I/ We shall be solely responsible to ensure that ICICI bank has been informed of the correct address for communication.

- I/We agree to indemnify ICICI bank against any fraud or any loss of damaged suffered by ICICI Bank due to my/our providing of any incorrect communication address and /or failure on my/our part to communicate the change/alteration in my/our communication address.
- The Customer shall examine the entries in any statement of Account. Balance confirmation or other summary certificate that may be sent to it by ICICI Bank and within fourteen (14) days of the date of such statement or certificate, the Customer shall draw the attention of ICICI Bank to any such errors or omissions. If no such notification is received by ICICI Bank after the expiration of the said fourteen (14) days period, the details and information contained in such statement of Account, balance confirmation or summary certificate shall be conclusive evidence of the correctness of the contents and entries therein and be binding on the Customer or any person claiming under or through the Customer without the requirement for any further proof. ICICI Bank does not accept any responsibility for any loss arising out of failure on the part of the Customer to examine the entries in the statements and report the errors or omissions to the Bank, within the said 14-day period.

5. Cheque Book:

- Cheque books may be provided only for such types of Accounts as may be permitted by applicable regulations and as may be determined by ICICI Bank in its sole discretion. The terms and conditions hereunder pertaining to cheque book shall be applicable only if cheque book facility is offered by ICICI Bank for any Account as permitted by applicable regulations and determined by ICICI Bank. A cheque book shall be posted directly to the mailing address of the Customer as available in the Bank's records, provided all the required formalities are completed and the same shall not be provided over the counter. Subsequent cheque book scan be requisitioned through the requisition leaf available in the cheque book, subject to satisfactory conduct of the Account in ICICI Bank's sole opinion. Cheque books may be issued subject to such fees as may be stipulated by ICICI Bank from time to time.
- Alterations, if any, on cheques to be issued are required to be authenticated by the drawer's signature against each such alteration. Cheques should be drawn in such a way so as to prevent alteration after issue and the drawer's signature should be uniform with that on record of ICICI Bank.
- ICICI Bank will record and accept instructions from the drawer for stopping payment requests against cheque/s that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by the Bank, prior to presentment of such cheques at the Bank or in the case of e-cheques, only if the stop payment requests are logged prior to payment of moneys against the same, and ICICI Bank shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to the Bank prior to receipt of instructions, if any, from the drawer of the cheque/s or in the case of echeques, if the stop payment requests are logged after payment against such cheques has been initiated by the Bank.
- The Customer may countermand payment of a cheque by giving written instructions to ICICI Bank (the authenticity of which ICICI Bank should be able to verify) to that effect and including complete and accurate details of the Customer ID, cheque number, the name of the payee, the Account number and the date on which and the amount for which the cheque had been drawn and such other details as ICICI Bank may require. ICICI Bank shall comply with the countermand instructions only in the event that all the aforesaid details accord strictly with details of the cheque presented and if the cheque remains unpaid at the time the countermand instructions are recorded by ICICI Bank. ICICI Bank shall not be liable for any losses that the Customer may incur in the event that ICICI Bank, in its absolute discretion, follows or refuses to follow any instruction to countermand payment on a cheque that does not set out all the above mentioned details. If the Customer countermands payment of a cheque by means of an instruction which

ICICI Bank cannot verify (including but not limited to telephone, facsimile or other electronic instructions), ICICI Bank shall not be obliged to take any action; or, may (but shall not be obliged to) at ICICI Bank's absolute discretion, follow such instruction, without any liability.

- ICICI Bank may dishonour and/or return cheques unpaid, which are altered, with or without fraud or forgery, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment more than six months after the date the cheque is drawn.

6. Authorisation:

The Bank has the authority to debit any Accounts to recover any amount credited by the Bank erroneously.

7. Charges / Fees:

Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed in the Services Directory for the respective types of Account as per Schedule I and as put up on the Website from time to time or as may be stipulated and informed to the Customer by ICICI Bank. The Customer consents to the notification/ delivery of the Service Directory by any mode as determined by ICICI Bank, from time to time. The Charges shall be revised by ICICI Bank from time to time and as and when notified to the Customer on its website or otherwise via e-mail, post/courier, as may be decided, by ICICI Bank the same shall be made applicable to the respective Accounts. Charges along with any interest, if any, will be debited to the Account at such intervals as may be deemed fit by ICICI Bank.

ICICI Bank will also have the right to set-off the service charges, charges for non-maintenance of Monthly Average Balance (MAB) / Quarterly Through Put (QTP) or any wrong credit or late returns reported by the correspondent Bank/counter party or any other charges and/or interest payable for any Services availed of by the Customer pursuant to these Terms by debiting the Account, without requirement of providing further notice or seeking additional consent / authorisation. In case balance in the Account becomes overdrawn as a result of such setoff, ICICI Bank will be entitled to charge interest at such rates as ICICI Bank may deem fit in its sole discretion, for the period for which the Account remains overdrawn at any time during the maintenance of the Account. In case of any shortfall in the Account or in the event of closure of the Account, the Customer shall be liable to pay the amount outstanding on Account of charges / interest or otherwise to ICICI Bank, forthwith, without demur or protest.

The Customer agrees and confirms that in the event any of the Services in connection with the Account are or become liable to tax under the applicable laws and regulations, the Customer shall bear all the taxes or duties (by whatever name called) in connection with such Services and ICICI Bank is hereby authorised to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent / authorisation.

In the event of occurrence of any of the above events, the Customer shall receive balance amounts, net of all deductions made as per the terms and conditions hereof. The Customer shall be intimated at the last address provided by the Customer and required to collect all such amounts, from the Bank; in case the Customer does not collect the amounts within the time period stipulated by the Bank in the communication sent to him / her as above, then the Bank shall send the amounts at the last known address of the Customer and will not be liable for any reason whatsoever in case of non-receipt of such amount/s by the Customer or for any losses or damages incurred by the Customer as a consequence thereof.

ICICI Bank, at its sole discretion, may levy service charges for the facilities provided by the Bank, in parts subject to maximum limit/s as decided by the Bank from time to time.

8. Services:

Various Services may be made available to the Customers by ICICI Bank in connection with the Account, which shall be subject to these terms and conditions and/ or such other terms and conditions governing the said Services as may be specifically stipulated by ICICI Bank from time to time. Notwithstanding anything specified herein such related Services shall be provided to the Customer at the sole discretion of ICICI Bank. These Terms shall read in addition to the specific terms and conditions/ agreement (if any) governing the following Services. Following are the list (not exhaustive) of the Services available to the Customer, in connection with Account, some of which may be provided only at select branches or locations and may not be available in all States and cities.

- Multi-City / Payable at Par (PAP) Cheque Facility
- Anywhere Banking Facility
- Trade Services
- Phone Banking Facility
- Doorstep Banking Facility
- Internet Banking Facility
- Debit / ATM Card
- Mobile Banking
- Cash Management Services (CMS)
- Real Time Gross Settlement (RTGS)
- Outward Remittances

ICICI Bank, may at its sole discretion decide to offer or withdraw certain services to all or some of the Customer from time to time and ICICI Bank shall not be liable for any losses or damages incurred by Customers / Potential Customer/s / third parties, in case of provision or withdrawal of any such services.

9. Holiday Processing:

Any transactions on any Sunday or any public holiday may be shown in the Account, at the sole discretion of ICICI Bank, as having taken place on the same or subsequent business day of ICICI Bank. All deductions/accretions on such amount shall be deducted / accrued as of such day. ICICI Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the same actually occurred. The Cheques, drafts, pay orders deposited on any day which is a Sunday or public holiday or after the time of clearing for the day is normally effected by ICICI Bank shall be sent for clearing on the next business day of ICICI Bank.

10. Collection Facility:

The cheques, drafts, bills, dividend / interest warrants and other instruments issued in favor of the Customer are collected on behalf of the Customer, if so requested for, by the Customer as part of CMS. The collection of outstation instruments entails collection charges. ICICI Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. ICICI Bank does not accept or share any responsibility for delay in realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. The withdrawals against such instruments are permissible only on realisation or proceeds by ICICI Bank. Any provisional credit allowed at the discretion of ICICI Bank for an instrument under collection is recoverable with interest if the Instrument is returned unpaid. ICICI Bank has the right to disallow any drawings against such provisional credit (shadow balance).

These terms are in addition, and with prejudice to, the specific terms and conditions stipulated by the Bank from time to time for providing such CMS Services.

11. Outward Remittances and International Trade Related Transactions:

While undertaking international transactions (trade or remittance), the Bank:

- shall be bound by the laws, rules, regulations, notifications, directions or orders under Foreign Exchange Management Act, Prevention of Money Laundering Act and the guidelines, issued by Reserve Bank of India under the aforesaid Acts and such other laws, rules, regulations, notifications, directions, or guidelines applicable to it from time to time; shall be deploying services of correspondent banks who are bound and guided by the statutes, rules, regulations, notifications, directions and guidelines applicable to their respective jurisdictions;
- accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India;
- will not be liable for any direct, indirect or consequential loss/ liability that arises on account of any action or inaction on the part of the correspondent bank and/or from circumstances beyond the control of ICICI Bank;
- shall have the discretion to return or refuse to accept all or any part of a deposit or credit to an Account or process a transaction, at any time and will not be liable for doing so or any consequences therefrom.

12. Statement Of Account:

The Statement of Account for each Account shall be issued & charged on a frequency as determined by the ICICI Bank for each Account. Only one statement of Account shall be issued if the Customer opts to link related Accounts of the Customer and as advised by Customer. No separate statement of Accounts will be issued for such related Accounts. Unless disputed by the Customer within fourteen (14) days of mailing of the statement, the same shall be deemed to be accepted by the Customer. ICICI Bank reserves the right to rectify discrepancies in the statement of Account, if any, at any point of time. If Customer delays in examining the statement or in reporting a problem or error, it may affect ICICI Bank's ability to resolve the problem, and Customer shall be liable for the losses that may occur.

All the statements will be mailed to the Customer's address as per ICICI Bank's records. ICICI Bank shall not be responsible for statements lost in postal/courier transit. The Customer should contact ICICI Bank promptly if the Statement is not received and ask for duplicate statements, if required.

At the request of the Customer, statement of Account may be sent to the Customer's email address. ICICI Bank shall not be liable if any statement is received by the Customers from fraudulent persons / imposters. Further ICICI Bank shall not be held liable for any defects or failure in the computer system / network of the Customer on Account of non-receipt of email/s by the Customer from ICICI Bank.

Duplicate statements shall be issued to the Customer, only at the request of the Customer, for a fee. Ordinarily, duplicate statements are issued only for a period not exceeding 6 months prior to date of request. However for providing convenience to the Customer, yearly statement may also be sent to the Customer at the request of the Customer at ICICI Bank's sole discretion.

"All Retail Individual current accounts (constitution code R1) will be sent E-statement on their email ID registered with the Bank".

13. Delivery:

Any of the deliverables i.e. cheque book, etc. sent to the communication address of the Customer as per the records of ICICI Bank, shall be deemed to be right and proper delivery. The Customer shall ensure safekeeping of the cheque book and other deliverables and also ensure that there is no unauthorized access by any person to the same.

14. Cheque Deposit Box Service:

Drop-boxes shall only be used for instruments, facilities, etc. for which it is intended to be offered by ICICI Bank. The Customer shall carefully read the relevant instructions prior to usage of the drop / deposit boxes. ICICI Bank shall not be held liable for instruments lost/ not processed as a result of the Customer dropping the instrument in the incorrect drop/ deposit box. ICICI Bank will not be liable for any loss, including but not limited to, consequential loss due to delay in forwarding the instruments for clearing due to reasons which are beyond the reasonable control of ICICI Bank.

15. Interest:

No interest shall be payable on the balance maintained in the Account as per directives of Reserve Bank of India.

16. Overdrawing:

- No overdrawing shall be permissible in the Accounts unless an overdraft facility has been specifically sanctioned by ICICI Bank. Subject to sub-clause (b) below, if for whatever reasons the Account has a debit balance, Customer shall pay interest and other charges in accordance with ICICI Bank's prevalent rate/s and practice. Any Temporary Overdraft in the Account, should be construed as a one-time facility only and not a continuous arrangement, unless otherwise agreed to, by ICICI Bank in writing.
- ICICI Bank may, at its sole discretion, agree to provide intra-day overdraft facility. The Customer acknowledges and agrees that any such overdraft facility availed by the Customer, on its express request or otherwise, shall be governed by these terms and conditions and/or such other terms as may be stipulated by ICICI Bank, from time to time. The Customer shall forthwith repay all such drawing from the account but not later than end of day on which such drawing was made. Any failure to repay such excess drawing beyond the day of such drawing shall be an event of default and such over drawn amounts shall carry interest at such rates as may be notified by the Bank from time to time.

The Customer acknowledges and agrees that the rate(s) of interest as may be specified from time to time is reasonable and represents genuine pre-estimation of loss expected to be incurred by ICICI Bank in the event of excess drawing/nonpayment of monies by the Customer. The Customer also acknowledges and agrees that the Bank shall be entitled to charge such fees as may be specified from time to time for providing such intra-day overdraft facility(ies).

All the monies payable by the Customer to ICICI Bank shall be paid into the account through which the Customer was allowed the operation of the overdraft facility or to such account(s) as ICICI Bank may notify to the Customer or by cash or electronic fund transfer facility or by cheque/ bank draft drawn in favour of ICICI Bank and shall be so paid as to enable ICICI Bank to realize, at par, the amount on or before the respective due date. Credit for all payments by cheque/ bank draft will be given only on realization.

17. Death Or Incompetence:

The Customer agrees to notify ICICI Bank promptly if any of the joint Account holders or authorized signatory of the Account dies or is declared incompetent by a court. ICICI Bank may place a freeze on the Account and stop all operations when any of the joint Account holders or authorized signatories dies or is declared incompetent. ICICI Bank may retain the freeze on the Account until it establishes the identity and credentials of the successor/beneficiary to its satisfaction.

18. Nomination:

Nomination facility is available for Accounts in the names of individuals and proprietorship firms. Only one nominee is permissible for an Account and the nomination is to be made by the Customer duly

witnessed by a third person. The Customer should ensure that he/it gets/ is given the acknowledgment as per the nomination rules framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of deposit with ICICI Bank. Generally, a nomination is valid for all the Accounts under same Customer Identification number. However, the Customer may have liberty to request for different persons to be nominees for different Accounts under the same Customer identification number.

19. Sharing Of Information:

The Customer undertakes and authorizes the Bank / its Group Companies to exchange, share or part with all the information, data or documents relating to his/its application to other ICICI Group Companies/ Banks/ Financial Institutions/ Credit Bureaus/ Agencies/ Statutory Bodies/such other persons as the Bank /its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information/data by such person/s or furnishing of the processed information/data/products thereof to other Banks / Financial Institutions / credit providers / users registered with such persons and shall not hold the Bank / its Group Companies liable for use of this information.

20. Change Of Terms:

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms at any time relating to the Account and/or the Services provided for / in connection with the same. ICICI Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website.

21. Non-Transferability:

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

22. Notices:

Notices in respect of the Account, the services and facilities provided in connection with/ for the Account may be given by ICICI Bank either through email or posting a letter to the

Customer's address. ICICI Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website. All notices in connection with the Services or the Account by the Customer to ICICI Bank shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by ICICI Bank only upon acknowledgment of receipt of the same in writing by ICICI Bank. ICICI Bank Limited, Corporate Care Services, General Banking Operations, 1st Floor, Empire Mills, 414, Senapati Bapat Marg, Lower Parel, Mumbai-400013

23. Electronic Transactions:

The Customer agrees to adhere to and comply with all such terms and conditions as ICICI Bank may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations(whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank, for and in respect of the Account or its terms, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions

when done in adherence to and in compliance with ICICI Bank's terms and conditions for such facilities, as may be prescribed from time to time.

24. Waiver:

No failure or delay by ICICI Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver. The rights and remedies of ICICI Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

25. 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 which any such obligations are not 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.

26. Indemnity:

- The Customer hereby agrees that he/it shall, at his/its own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, nonperformance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- Under no circumstances shall ICICI Bank be liable to the Customer for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- ICICI Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- The Customer shall indemnify ICICI Bank as collecting Banker for any loss or damage which ICICI Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by ICICI Bank shall be deemed to have been given in every case at the Customer's express request.
- The Customer shall keep ICICI Bank indemnified at all times against, and save ICICI Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in resolving any dispute relating to the Customer's Account with ICICI Bank or in enforcing ICICI Bank's rights under or in connection with the Terms and conditions contained herein, or which may have arisen either directly or indirectly

out of or in connection with ICICI Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.

- If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as ICICI Bank may from time to time stipulate from the date the payment is due up to the date of payment.
- The Customer shall solely be responsible for ensuring full compliance with all the all the FEMA rules, regulations or notifications thereunder, applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her/its relationship with ICICI Bank and for any/ all the transactions undertaken by the Customer under the various current account products offered by ICICI Bank and shall indemnify and keep indemnified ICICI Bank from all actions, proceedings, claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in connection with any failure to comply with any such applicable laws/regulations.
- The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

27. No Encumbrances:

The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any Account(s) with ICICI Bank or any monies lying therein without ICICI Bank's prior written consent.

28. The Customer/s shall not associate their name/s with the Bank without the prior written approval of the Bank.

29. Banker's Lien And Set-Off:

- ICICI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Customer/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Customer/s in any capacity) to the extent of all outstanding dues, Whatsoever, arising as a result of any of ICICI Bank's or its group companies' services extended to and/or used by the Customer/s and/or as a result of any other facilities that may be granted by ICICI Bank and/or its group companies to the Customer/s. ICICI Bank and/ or its group companies are entitled without any notice to the Customer/s to settle any indebtedness whatsoever owed by Customer/s to ICICI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Customer/s with ICICI Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. ICICI Bank's and its group companies' rights hereunder shall not be affected by the Customer/s' bankruptcy, death or winding-up. It shall be the Customer/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.
- In addition to the above mentioned right or any other right which ICICI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the

Customer authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch of ICICI Bank and/or its group companies; (b) to sell any of the Customer/s' securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to ICICI Bank and/or its group companies from the Customer/s, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its group companies.

- ICICI Bank shall not be under any obligation to exercise any of its rights under this Paragraph 28.
- The above mentioned rights of ICICI Bank are without prejudice to the obligations of the Customer to pay to ICICI Bank when due all its indebtedness and without prejudice to any other rights that ICICI Bank may have against the Customer for recovery of outstanding from Customer to ICICI Bank.
- ICICI Bank shall be entitled to withhold payments out of the Customer's Account or dishonor the Customer's cheque/ instructions in case any amounts outstanding from the Customer to ICICI Bank are not paid when due.

30. Governing Law:

The laws of India shall govern these Terms. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

31. Disclosure:

The Customer hereby irrevocably authorises the Bank to disclose, as and when the Bank is required to do so in order to comply with the applicable laws or when the Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from the Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:

- the head office, affiliates, or any other branches or subsidiaries of ICICI Bank;
- his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank;
- vendors, installers, maintainers or servicers of the Bank's computer systems;
- any exchange, market, or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch of ICICI Bank or over any transactions effected by the Customer or the Customer's Account;
- any party entitled to make such demand or request;

- any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
- any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of services in respect of the Customer's Account(s) or Facilities (as the case may be) or in connection with the operation of the Bank's business;
- any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the Customers or processing transactions pertaining to the Customers' Accounts or Facilities; and
- to enable the Bank to centralise or outsource its data processing and other administrative operations) to the Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations.
- any government/regulatory/judicial authority/agency in case of default, if any committed by the Customer in discharge of its / his / her obligation.
- any governmental or regulatory authority in such manner and form as may be required by such authority
- the Customer hereby agrees and consents that the Bank shall be entitled, in connection with the Customer's application for any Account, facilities or services provided by the Bank, or during the course of the Customer's relationship with the Bank, to obtain and procure information pertaining to the Customer or any of his/ her/ its Accounts, legal or financial position from whatever sources available to the Bank.

32. Closure / Freeze of the Account:

ICICI Bank reserves the right to terminate/ close or Freeze the Account or withdraw any facilities relating to the same for any reason whatsoever, including without limitation:

- Return / bouncing of Account opening cheque given by Customer as part of the Account opening formalities pre / post commencement of Account operations
- Any false / misleading information given or suppression of any material fact
- In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account.
- In case of frequent returns of inward / outward cheques in the Account
- Unsatisfactory conduct of the Account in terms of volume / type of transactions, frequent dishonor of cheques issues by the Customer, Non-maintenance of MAB/ adequate QTP, etc.
- Non intimation of change in communication address leading to Customer's whereabouts being unknown
- Any other breach or default by the Customer of these Terms or any other terms and conditions relating to the Account and/or any Services provided to, or availed of by, the Customer.

SCHEDULE I

TYPE OF ACCOUNTS

- Roaming Current Account (RCA)
- Trade Roaming Current Account (TRCA)

- Anywhere Banking Accounts
- Cluster Current Accounts
- Cash Credit Account and / or Overdraft Account
- Prepaid Current Account

1. Roaming Current Account (RCA)

The customer may avail of any of the following variants of RCA offered by ICICI Bank and the Monthly Average Balances (MAB)* for the same are specified as below:

All figures mentioned below are in `

Variants	Standard	Classic	Premium	Gold	Gold Plus	Platinum	Elite
MAB	10,000/-	25,000/-	50,000/-	1,00,000/-	3,00,000/-	5,00,000/-	10,00,000/-

2. Trade Roaming Current Account (TRCA)

The customer may avail of any of the following variants of TRCA offered by ICICI Bank and the Quarterly through Put (QTP) ** for the same are specified as below:

All figures mentioned below are in USD equivalent

Variant	TRCA Premium	TRCA Gold	TRCA Platinum	TRCA Elite	TRCA Elite QTP
QTP	25,000/-	75,000/-	3,00,000/-	6,00,000/-	15,00,000/-

3. Anywhere Banking Accounts

The customer may avail of any of the following variants of Anywhere Banking Accounts offered by ICICI Bank and the Monthly Average Balances (MAB)* for the same are specified as below:

All figures mentioned below are in `

Variants	Made2order (M2O)	Gold Advantage	Classic Plus
MAB	3,00,000/-and more	1,00,000/-	40,000/-

4. Cluster Current Accounts

The customer may avail of any of the following variants of Cluster Current Accounts offered by ICICI Bank and the Monthly Average Balances (MAB)* for the same are specified as:

All figures mentioned below are in `

Variants	Seasonal	Merchant	Smart Business Account	Public Works Contractor	Company	Textile Basic# QTP	Textile Advantage
MAB	1,00,000/	1,00,000/-	25,000/-	1,00,000/-	10,00,000/-	25,000/-	75,000/-

#Available in select markets only.

5. Cash Credit Account and / or Overdraft Account

The terms and conditions set out in this Section shall apply to all the Cash Credit or Overdraft (including overdraft) granted by the Bank to any Borrower. The Borrower may from time to time apply to the Bank in writing, vide the Application, for a (Cash Credit or Overdraft) to be granted by the Bank to the Borrower. If ICICI Bank, in its sole discretion, agrees to grant the aforesaid request, ICICI Bank will make disbursement under the Facility as per Master Facility Agreement in accordance with the Application and these Terms. The Bank shall send a Credit Arrangement Letter to the Borrower, which shall contain the final commercial terms on which the Facility is granted by the Bank, such terms being final, conclusive and binding on the Borrower. The Borrower shall continue to be bound by these Terms, the Application, Master Facility Agreement and the Credit Arrangement Letter in respect of the Facility. To the extent of any inconsistency between these Terms, the Application and / or the Credit Arrangement Letter, then (a) the terms in the Application shall prevail over these Terms; and (b) the terms in the Credit Agreement Letter shall prevail over these Terms and the Application.

6. Prepaid Current Account

Customer may avail the Prepaid Current Account of the Bank at no minimum balance requirement. Annual Account Charges refer to fees paid by the customer at the beginning of every year of banking relationship. Charges in connection with the operation of the Account, Account Opening and renewal charges, payable every year and other Services would be levied at the rates as prescribed in Prepaid Services Directory and as put up on the [www.icicibank.com/ Service charges & Fees](http://www.icicibank.com/Servicecharges&Fees) site from time to time.

7. Local Current Account (LCA)

ICICI Bank has discontinued sourcing this account, however the existing accounts operations have been continued. Following were the variants offered by ICICI Bank and the Monthly Average Balance for the same as specified below:

All figures mentioned below are in `

Variant	Basic	Advantage
MAB	10,000/-	25,000/-

* Monthly Average Balance ("MAB") shall mean an average of daily closing balance in the

Account on clear fund basis over the number of days in the month and is calculated at the end of each calendar month. The Customers shall be required to maintain Monthly Average Balances with ICICI

Bank in connection with the Account as specified above. Charges in connection with the operation of the Account, Non-maintenance of MAB and Services would be levied at the rates as prescribed in Services Directory and as put up on the [www.icicibank.com/ Service charges & Fees](http://www.icicibank.com/Servicecharges&Fees) site from time to time.

****Quarterly Through Put (“QTP”)** shall mean the total value of trade per quarter in equivalent USD transacted by the Customer through ICICI Bank. The total value of trade shall be arrived at as an addition of the volume generated through one or more of the following products /services availed by the Customer through ICICI Bank for the said quarter:

- Clean Inward Remittance received through credit to our Nostro by SWIFT (SXR),
- Non Trade Outward Remittance, Both through SWIFT and Foreign Demand Draft (SMT and SMD),
- Export Bills for Collection (XFC),
- Advance Payment against Import, Both through SWIFT and Foreign Demand Draft (SMI & SMA),
- Direct Import Bills, Both through SWIFT and Foreign Demand Draft (MDC)
- Import Bills for Collection (MFC),
- Or any other trade as may be specified by ICICI Bank from time to time.

The Customers shall be required to transact the committed Quarterly Through Put with ICICI Bank in connection with the Account as specified above. Charges in connection with the operation of the Account, Inadequate QTP and Services would be levied at the rates as prescribed in Trade RCA Services Directory and as put up on the Website [www.icicibank.com/ Service charges & Fees](http://www.icicibank.com/Servicecharges&Fees) site from time to time.

“Trade RCA” Account shall be linked to the QTP of the Customer as specified below:

- Commitment: The Customer will be required to give a written commitment to ICICI Bank for the QTP for a said quarter. The commitment will be in Equivalent US Dollars.
 - The Customer availing of the Trade RCA will be charged tariff based on the committed Quarterly Trade Output as per the Trade RCA Services Directory.
 - Computation of QTP: Value of trade in a foreign currency through ICICI Bank shall be converted in Indian Rupees [INR] on the day of the transaction (i.e. availing of the products / services from ICICI Bank as mentioned in the Definitions clause above), hereinafter referred to as “transaction date”, as per the rate specified by ICICI Bank.
 - QTP will be calculated by converting the INR in equivalent USD at the end of the relevant Quarter. This conversion rate shall be as per average of the daily reference rate published by RBI for USD / INR from the beginning of the quarter till the closure
 - (pertaining to the relevant quarter). ICICI Bank’s decision regarding such conversion rates shall be final and binding on the Customer.
 - Based on the computation of QTP, ICICI Bank shall inform the Customer of the fulfillment or nonfulfillment of the commitment, as the case may be. ICICI Bank’s decision with respect to the fulfillment or non-fulfillment of the commitment shall be final and binding on the Customer.

- Fees: The Customer agrees that in event the Customer does not fulfill the commitment regarding the Quarterly Trade Output, ICICI Bank reserves the right to charge a fee at the rate as decided by ICICI Bank from time to time of the deficit in the actual Quarterly Trade Output generated by the Customer and the committed QTP. The fees shall be recovered from the Customer by direct debit to the Account or any other any Bank Account of the Customer with ICICI Bank. In event the Account or any other Bank Account of the Customer with ICICI Bank does not have sufficient funds, the Customer shall forthwith pay the fees to ICICI Bank without delay or demur. If the Customer fails to pay charges / interest (including applicable taxes) pursuant to the deficit such deficit shall be deemed as Temporary Overdraft and the Customer on reducing balance shall be liable to pay interest at the rate as decided by ICICI Bank from time to time. The Customer shall be liable to bear the taxes, if any, in connection with the fees and interest chargeable under this section.

8. Made2order Current Account (m2o)

The Customer agrees to levy of charges by ICICI Bank for the various services offered under the made2order Account being availed by the Customer. ICICI Bank reserves the right to revise the Services Directory, from time to time. The revised Services Directory in the form of

Schedule of Charges shall be delivered at the Customer's correspondence address as per the records of ICICI Bank. The Customer agrees and understands that a part from the charges mentioned in the Schedule of Charges, the Bank may at its own discretion levy reasonable charges on services not mentioned in the Schedule of Charges but availed by the Customer.

ADDITIONAL TERMS AND CONDITIONS FOR ICICI BANK CURRENT ACCOUNTS

These terms and conditions ("Additional Terms") are in addition to and not in derogation with ICICI Bank current account terms and conditions ("Primary Terms") and shall apply in the event the Customer has appointed a power of attorney holder ("POA holder"), vide a notarized power of attorney, for the purposes of operation of his/her/its Account held with ICICI Bank . In the event of any inconsistency between these Additional Terms and Primary Terms, the Additional Terms shall prevail. All capitalized terms used herein but not defined shall have the same meaning as defined under the Primary Terms.

1. Indemnity from Customer for instances where Account is operated by POA holder:

1.1. The Customer hereby agrees that he/it shall, at his/its own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, nonperformance or inadequate performance by the POA holder of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the POA holder in performance of its obligations.

1.2. Under no circumstances shall ICICI Bank be liable to the POA holder for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.

1.3. ICICI Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the POA holder howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

1.4. ICICI Bank shall not be responsible for ensuring that the POA holder operates the Account for the purposes mentioned in the POA or for monitoring the transactions carried out by the POA holder in any manner whatsoever. Any dispute regarding the operation of the Account by the POA holder shall be settled by the Customer directly with the POA holder without any reference to ICICI Bank.

1.5. In the event the Customer wishes to revoke the POA, he shall be required to give a notice of revocation of the POA to ICICI Bank in writing. ICICI Bank shall register/update the said revocation in its system within 5 (five) working days from receipt of the above mentioned notice. ICICI Bank shall not be liable for any loss / damage / harm that may result to the Customer due to operation of the Account pending registration / updation of revocation of the said POA in ICICI Bank's system.

1.6. The Customer shall solely be responsible for ensuring full compliance with all the all the FEMA rules, regulations or notifications thereunder, applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her/its relationship with ICICI Bank and for any/ all the transactions undertaken by the Customer / POA holder under the various current account products offered by ICICI Bank and shall indemnify and keep indemnified ICICI Bank from all actions, proceedings, claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in connection with any failure to comply with any such applicable laws/regulations.

1.7. The indemnities as aforesaid shall continue notwithstanding the termination of the Account.