

Terms and Conditions for Usage of Digital Signature Certificate on ICICI Bank Retail Internet Banking

These Terms and Conditions are between the user of Digital Signature Certificate (DSC) using the Public Key Infrastructure (PKI) technology to access Retail Internet Banking (RIB) and ICICI Bank for the provision of the Retail Internet Banking Service. These PKI Terms and Conditions supplement the Bank's Retail Internet Banking Terms and Conditions. These terms and conditions shall be in addition to any other terms as stipulated by ICICI Bank from time to time.

1. Definitions

"Bank" means ICICI Bank refers to ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 (hereinafter referred to as "BANK").

"User/s" refers to a User of ICICI Bank authorized to use Retail Internet Banking and who owns and possesses a Digital Signature Certificate in his / her name.

"Digital Signature Certificate" means a certificate used by the user to access RIB, which has been issued under the Information Technology Act, 2000.

"Certification Authority" means the entity responsible for the certification of Public Keys, the issuance of certificates and the maintenance of Certificate status information.

"Digital Signature" means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of Section 3 of the Information Technology Act, 2000.

2. Accessing Retail Internet Banking (RIB) by way of Digital Signature Certificate using the Public Key Infrastructure (PKI) technology is an optional feature available to the Users.
3. The Digital Signature Certificate option is available only for Retail Internet Banking (RIB) and not for Mobile Banking applications and Mobile Banking site (m.icicibank.com).

In case the User chooses to use the Digital Signature Certificate option to access Retail Internet Banking (RIB), he / she will not be permitted to access the Retail Internet Banking (www.icicibank.com) on mobile and also the mobile banking site (m.icicibank.com).

Users shall be responsible to purchase the Digital Signature Certificate from an authorized Certifying Authority and renew the Digital Signature Certificate in case of any expiry or changes.

4. User represents that all information (including the Digital Signature Certificate issued by the Certification Authority) shared or disclosed is accurate, complete, up-to-date and stored in a secure environment accessed only by authorized persons. User understands and warrants that, no data transmission over the internet can be guaranteed to be 100%

secure. While the Bank will strive to protect the personal information from misuse, loss and unauthorized access, the Bank cannot guarantee the security of any information the User transmits to it or receives online via products or services so used. These activities are conducted at User's own risk. Once the Bank receives User's transmission, the Bank will make its best effort to ensure its security.

5. The Digital Signature Certificate being used is for the purpose permitted for the corresponding class of the certificate only.
6. Wrong use of the Digital Signature Certificate or its services shall be liable to be charged under civil and / or criminal laws and shall be subjected to penalties and punishment. The Information Technology Rules, 2011, The Information Technology Act, 2000, and the amendments thereto provide for specific duties of subscribers of Digital Signature Certificate.
7. In no event shall the Bank be liable for any indirect, incidental, special, consequential, punitive, reliance, cover or liquidated damages, including not but limited to loss of profits, revenue, data or use incurred by the other party, and resulting from the use of Digital Signature facility offered by the Bank. Further, the Bank will not be liable for misuse of the Digital Signature Certificate as the User is responsible for safeguarding access to the same.
8. User will be solely liable for ensuring that respective authorities are informed of any loss, damage, compromise and any other misconduct of Digital Signature Certificate/crypto device and in the event there is any third party claim against the Bank or a damage / loss suffered and / or incurred by the Bank, pursuant to the affixation or use by the User of the Digital Signature, the User shall be responsible to fully indemnify the Bank.
9. Bank shall not be liable in case of any access failure to RIB due to (i) server issues in the Bank (ii) non-updation of the Digital Signature Certificate (iii) failure of the hard token being attached to the computer of the User (iv) wrong input of Digital Signature Certificate password for authenticating the Digital Signature Certificate.
10. Bank will continue to accept the Digital Signature Certificate for the respective User till it has been validated by the respective Certification Authority.
11. It will be User's responsibility to purchase the Digital Signature Certificate from an authorized Certification Authority and to renew / revoke / get reissued the expired, lost or changed Digital Signature Certificate. In case of renewal of the Digital Signature Certificate on account of expiry of the same or in case of revocation and reissuance on account of loss, the User will require to contact the Certification authority directly.
12. Once the User has registered for the Digital Signature Certificate, the User needs to authenticate with the Digital Signature Certificate every time he/she login on retail internet banking.

13. The User hereby agrees that the User 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 of Digital Signature Certificate in RIB or breach, non-performance or inadequate performance by the User of any of these Terms or the acts, not-errors, representations, misrepresentations, misconduct or negligence of the User in performance of its obligations.
14. Under no circumstances shall ICICI Bank be liable to the User for any indirect, incidental, consequential, special or exemplary damages in connection with the Digital Signature Certificate.
15. 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 User howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
16. The User 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 judgement) 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 User's RIB account with ICICI Bank or in enforcing ICICI Bank's rights under or in connection with these 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.
17. If any sum due and payable by the User is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the User 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 payment is due up to the date of payment.
18. The User shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her RIB account with 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.
19. The indemnities as aforesaid shall continue notwithstanding the termination of the User's RIB account.
20. ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms at any time. 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 User shall be responsible

for regularly reviewing these Terms including amendments thereto as may be posted on the Website.

21. The usage of Digital Signature shall be governed by Indian laws.
22. 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 these Terms, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.