

Terms and Conditions governing Corporate Internet Banking Service

1. Definitions

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

‘Account’ refers to the Client’s Checking Account and any other type of account held at ICICI Bank so designated by ICICI Bank to be an eligible account for the operation of the Online Services.

‘Affiliate’ means any company that controls, is controlled by or is under common control with ICICI Bank. For the purpose of this definition, ‘control’ means the power to direct the management or the policies of an entity, directly or indirectly, whether through the ownership of voting securities, right to appoint members to the Board of Directors, by contract, or otherwise.

‘Business Day’ refers to a day (other than Sunday or a public holiday) on which ICICI Bank is open for business during the normal banking hours.

‘Client’ refers to a corporate customer of ICICI Bank that uses the Corporate Internet Banking Service.

‘Client ID’ or ‘User ID’ means the user identification provided to the Client by ICICI Bank to enable access to its Account(s) with ICICI Bank.

‘Client Information’ refers to the information about the Client obtained by ICICI Bank in connection with any Online Services provided to the Client or applied for by the Client, including any Personal Information.

‘Client Password’ means the password, digital signatures or other means of authentication as ICICI Bank may specify, from time to time provided to/required to be provided by the Client for accessing its Account(s), which may be used by the Client to carry out, authorize or authenticate the Transactions.

‘Corporate Internet Banking Service’ refers to ICICI Bank’s internet banking services through which access is provided to the Account information and products and other services provided by ICICI Bank from time to time to ICICI Bank’s customers through the Website.

‘ICICI Bank’ means ICICI Bank Limited, New York Branch an uninsured federal branch licensed by the Office of the Comptroller of the Currency of ICICI India, which term shall include its successors and assigns.

“ICICI India” means ICICI Bank Limited, a company incorporated under India’s Companies Act 1956 and licensed as a Bank under India’s Banking Regulation Act,

1949, which has its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara – 390007 and Corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051.

‘Online Services’ means the Corporate Internet Banking Service.

‘Personal Information’ means the information provided by the Client to ICICI Bank in any Online Services application form.

‘Terms and Conditions’ means these Terms and Conditions governing the Corporate Internet Banking Service, as they currently exist or as may be amended from time to time.

‘Transaction’ means any transaction for banking or other services made available by ICICI Bank to the Client through the Online Services.

‘User’ refers to an employee of the Client who the Client authorises in the manner provided in these Terms and Conditions to access and use the Online Services as an agent of the Client.

‘Website’ refers to <www.icicibankusa.com>, which is owned, operated and maintained by ICICI Bank for offering its Online Services to its Client.

2. Interpretation

All references to singular include plural and vice versa and the word ‘includes’ should be construed as ‘without limitation’. In this document, all references to the Client and/or User being referred to in the masculine gender will also include the feminine gender.

3. Corporate Internet Banking Services

ICICI Bank shall endeavour to provide to the Client through the Online Services such online banking and transaction services which would enable the Client to enquire and receive the balance information, details about Transactions, statement of Account, request for transfer of funds and such other facilities as ICICI Bank may decide to provide from time to time. ICICI Bank may also make additions, deletions, or other modifications to the services offered through at the Online Services in its sole discretion. The availability of a particular service shall be advised through e-mail, the Website or other written communication. The information provided to the Client through the Corporate Internet Banking Service is not updated continuously but at regular intervals.

Any information supplied to the Client through the Corporate Internet Banking Service will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. ICICI Bank shall not be liable for any losses that the Client may suffer by relying on or acting on such information.

As part of the Corporate Internet Banking Service, ICICI Bank may provide the Client access to data, information and reports compiled or provided by a third party. ICICI Bank does not give any representation or warranty as to the accuracy or veracity of such data, information or reports. The Client shall not disseminate, publish or circulate such data, information or reports or any part thereof without the prior consent of ICICI Bank and, if required, the third party.

In case of any dispute, ICICI Bank's records shall be binding as the conclusive and best evidence of the Transactions carried out through the Online Services in the absence of clear proof that ICICI Bank's records are erroneous or incomplete.

Any communication or action of the Client or a User through the Online Services will be legally binding on the Client. Any communication addressed to the Client or a User by ICICI Bank is deemed to have been addressed to the Client.

If any request for an Online Service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Client, ICICI Bank shall not be required to act on the request until it receives such documentation from the Client in the form and manner satisfactory to ICICI Bank. ICICI Bank may at its sole discretion permit the Client to submit such documentation online, authenticated by a Client Password in which event the Client hereby agrees that such documentation shall be attributed to the Client and the Client shall be solely responsible to ensure that the documents submitted hereunder are legal and valid in all respects. ICICI Bank may require the Client to submit a physical copy of any requisite documentation as required by ICICI Bank from time to time.

In the case of any request for an Online Service relating to a foreign currency Transaction made by the Client, the exchange rates quoted by ICICI Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the Transaction is given effect will be the effective rate for all intents and purposes.

The Client shall not use the Online Services or any related service for any purpose which is illegal or which is not authorised under these Terms and Conditions or which is improper.

4. Accessing Online Services

ICICI Bank may offer Online Services to selected Clients at its discretion. ICICI Bank will advise from time to time about the Internet software such as browsers and updates which are required for accessing the Online Services. ICICI Bank is not obligated to support all the versions of this Internet software.

5. Notices

ICICI Bank may give notices under these terms electronically to the latest email address given by the Client or in writing by delivering them by hand or sending them by post at the last postal address given by the Client. Client may give notices under these terms to ICICI Bank electronically to usaccountmanager@icicibank.com or in

writing by delivering them by hand or sending them by post to [ICICI Bank Limited, 575, Fifth Avenue, Suite 2600, New York, NY 10017, USA](#). In addition, ICICI Bank may also publish notices of general applicability on the Website. Such notices shall have the same effect as the notice served individually to each Client.

6. Authentication procedure

The Client represents, warrants and covenants that the Client is the sole and exclusive owner and is the only authorised user of the Client Password and accepts sole responsibility for use, confidentiality and protection of the Client Password, as well as for all orders and information changes entered into the Client's Account using the Client Password. The Client grants express authority to ICICI Bank for carrying out Transactions and giving effect to instructions and relying on documents authenticated by the Client Password and agrees that such Transactions, instructions and documents shall be binding on the Client. ICICI Bank may require the Client to authorise the Transactions requested or instructions provided in the Client's use of the Online Services, to execute documents by means of digital signatures or other means of authentication or to discontinue the usage of the Client Password. The Client shall comply with such guidelines, instructions or terms as ICICI Bank may prescribe from time to time with respect to the Client Password. The Client shall comply with ICICI Bank's customer authentication requirements and take all reasonable steps to ensure that the Client Password is not revealed to any third party.

ICICI Bank shall issue each User a User ID. A User must use a User ID, Client ID and Client Password, as applicable, to access the Online Services on behalf of the Client. ICICI Bank may require a User to adopt other means of authentication to access or use the Online Services.

The Client is entirely responsible for the safekeeping and use of User IDs, the Client ID and Client Password and will be responsible for any damages and other consequences of their misuse.

The Client must exercise due care to see that the confidentiality of the User IDs, Client ID and Client Password is maintained. If third parties gain access to the Online Services through use of the User IDs, Client ID or Client Password, including Client's Account(s), Client shall be solely responsible for any consequences which may arise and shall indemnify ICICI Bank against any liabilities, costs and damages incurred or suffered by ICICI Bank arising out of claims or suits by any Person based upon or relating to such access and use.

The Client accepts full responsibility for the monitoring and safeguarding of the Client's Account(s) and all Transactions associated with it. The Client agrees that use of its Client Password and ICICI Bank's other security procedures represent commercially reasonable security procedures, which Client and ICICI Bank agree upon, for purposes of Client accessing the Online Services, including with respect to the size, type and frequency of any possible Transactions that may be initiated from Client's Account(s) that may be associated with the Online Services now or in the future.

The Client shall ensure that the User shall not attempt to access the information and other details stored in the computers of ICICI Bank through any means other than the Online Services and that the User shall not use the facilities provided as a part of the Online Services to access the information stored in the computers of ICICI Bank that pertains to any party other than the Client or Transactions between ICICI Bank and any third party.

7. Instructions, etc. by the Client

Any instruction, order, direction, materials, Client Information or request entered using the Client Password shall be deemed to be received from the Client and Client represented that it has full legal authority to submit such items. The Client is solely responsible for any instruction, order, direction or request entered using the Client Password, and the Client grants express authority to ICICI Bank to act upon the foregoing. ICICI Bank shall have no obligation to verify the authenticity of any instruction, order, direction or request received or purported to have been received from, or any documentation submitted or purported to have been submitted by, the User or the Client through the Online Services, other than by means of verification of the User ID and the Client Password. The Client understands that entering an instruction, order, direction or request with ICICI Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. ICICI Bank shall not be deemed to have received any instruction, direction, order or request electronically transmitted by the Client until it confirms the receipt of such instruction, direction, order or request.

8. Communications through the electronic means

The Client agrees that ICICI Bank may communicate with the Client electronically, including in the form of an electronic mail, an attachment to the electronic mail, through the Website or in the form of an available download from the Website. Failure to advise ICICI Bank, by the Client, of any issue in opening a document delivered within twenty four (24) hours, after delivery shall serve as an affirmation by the Client regarding the acceptance of the document.

9. Monitoring and recording telephone conversations and e-mail.

The Client understands, agrees and authorises ICICI Bank, at its discretion, without any obligation and without further prior notice to the Client, to monitor and record any or all telephone conversations or electronic communications between the Client and ICICI Bank and any of its employees or agents.

10. Fees

ICICI Bank may impose fees for the use of the Online Services. ICICI Bank will provide notice of Online Services fees, and any changes to such fees, from time to time. The Client authorises ICICI Bank to collect all fees related to Online Services by debiting any Account(s) of the Client.

11. Funds Transfer

ICICI Bank may make funds transfers available through the Online Services. The Client shall not use or attempt to use the Online Services for funds transfers without having sufficient funds in the relative Account. ICICI Bank will endeavour to effect funds transfer Transactions received through the Online Services provided there are sufficient funds available in the relative Account. ICICI Bank shall not be liable for any failure of the Client that orders a funds transfer through the Online Services to make a payment, or for a late payment, to a third party.

12. Advertising or publicity

The Client shall at no time use or associate the name or marks of ICICI Bank with its own name or refer to ICICI Bank in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of ICICI Bank.

13. Records

The displayed or printed output that is produced by the User from the Online Services shall not be construed as ICICI Bank's record of the relative Transactions. ICICI Bank's own records shall be accepted as conclusive and binding for all intents and purposes.

14. Accuracy of information

Client is responsible for the correctness of information supplied to ICICI Bank through the use of the Online Services, including Client Information. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User.

If the Client suspects that there is an error in the information supplied by it to ICICI Bank, it shall advise ICICI Bank as soon as possible. If the Client notices an error in the Account information, Client Information, Transaction history or other items supplied to it through the Online Services, it shall advise ICICI Bank as soon as possible. The Client will immediately notify ICICI Bank if the Client becomes aware of any loss, theft or unauthorised use of a Client ID, User ID or the Client Password, the Client fails to receive a message from ICICI Bank indicating that an order was received and executed, the Client fails to receive an accurate written confirmation of an execution or the Client receives any confirmation of an order or execution which the Client did not place.

15. Governing law, jurisdiction, and arbitration of disputes

The provisions of these Terms and Conditions shall be governed by and construed in accordance with the laws of New York, and the federal laws of the United States of America, without regard to any conflicts of law principles.

16. Privacy policy

The Privacy Policy of ICICI Bank New York branch, available at https://www.icicibankusa.com/en/privacy_policy, applies to the Online Services and to the collection, use and disclosure of Client Information.

17. Relationship between the Parties

The Parties agree that no joint venture, partnership, employment or agency relationship exists between them as a result of accessing the Online Services or use of the Website. ICICI Bank and its Affiliates shall have no fiduciary duty towards the Client whatsoever notwithstanding that there may be an existing relationship between the Parties.

18. Representation by the Client

The Client represents to ICICI Bank (which representations will be deemed to be repeated by the Client on each date on which a Transaction is entered into) that:

- a. The Client is duly organized, validly existing and in good standing under the laws of the state, country or other jurisdiction in which it is chartered, formed or otherwise organized.
- b. The acceptance of the Terms and Conditions, and the delivery and performance of Client's obligations hereunder, by or on behalf of the Client (i) are within the Client's power and authority; and (ii) have been duly authorised by all necessary corporate, legislative, administrative, governmental or other action.
- c. The individual(s) accepting the Terms and Conditions, and delivering and performing the Client's obligations hereunder, are duly empowered and authorised to do so, and such individual(s) have the authority and power to perform the obligations and exercise the rights and duties set forth in these Terms and Conditions.
- d. These Terms and Conditions are a legal, valid and binding agreement of the Client, enforceable in accordance with their stated terms.
- e. The acceptance, delivery, and performance by the Client of the Terms and Conditions, and any documentation relating to the Terms and Conditions to which it is a party or that it is required to deliver, do not violate, conflict with, or constitute a breach of or default under: (i) any law or regulation applicable to the Client; (ii) any provision of the Client's charter, constitutional or other organizational documents; (iii) any order or judgment of any court or other agency or governmental authority with jurisdiction over the Client or any of its assets; or (iv) any contractual restriction binding on or affecting the Client or any of its assets.
- f. All governmental and other consents, approvals, permissions, or similar requirements that are required to be obtained by the Client with respect to the Terms and Conditions (and any other documentation relating to the Terms and Conditions to which the Client is a party or that it is required to deliver) have been obtained and are in full force and effect, and all conditions of any such consents, approvals, permissions, or similar requirements have been complied with.
- g. The Client will at all times only use the Online Services and will only request Transactions for lawful purposes and in accordance with ICICI Bank's instructions,

rules, policies, specifications, terms and conditions, and operating procedures in effect, as well as all electronic funds transfer and electronic signature laws and regulations and industry rules in effect from time to time, including but not limited to the operating rules and guidelines of the National Automated Clearing House Association, if applicable, and will not at any time violate any law or regulation of any country or other jurisdiction or the intellectual property or other rights of any third party.

- h. The Client and each of its Users will not at any time (i) provide, disclose, divulge or make available to, or permit use of the Online Services by, any third party without ICICI Bank's prior written consent, (ii) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorised use of the Online Services, (iii) introduce or transmit, without limitation, through the Online Services, or otherwise, any virus, worm, spy ware, other malicious software, or other destructive element, (iv) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Online Services.
- i. All applicable information that is furnished in writing, by or on behalf of the Client, to ICICI Bank is, as of the date of the information, true, accurate and complete in every material respect.
- j. The Client will only make payment, transfer and other Transaction requests that are each in compliance with the laws and regulations of the United States of America, including without limitation, economic sanctions administered by the United States Treasury Department's Office of Foreign Asset Control.
- k. The Client is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to legal proceeding in any courts and no such immunity may be attributed to such party or its revenues or assets, and the Client by its execution of these Terms and Conditions intends to waive to the extent permitted by law, any defense of sovereign immunity with respect to any proceeding or other action by ICICI Bank to enforce any obligations of the Client under these Terms and Conditions.

19. Termination

ICICI Bank reserves the right to interrupt, suspend or terminate, at its sole discretion, these Terms and Conditions, with respect to the Client, or terminate, suspend or limit access privileges to the Online Services, in whole or in part, at any time, for any or no reason, without prior notice, and without liability for any loss, damage or cost of any nature whatsoever to the Client.

20. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLIENT AGREES THAT NEITHER ICICI BANK NOR ITS AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, WHETHER OR NOT INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE ONLINE SERVICES, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR DAMAGES CAUSED BY ANY VIRUS OR OTHER MALICIOUS SOFTWARE, PERSONAL INJURY, NEGLIGENCE, BUSINESS INTERRUPTION, LOSS OR PRIVACY OR ANY PECUNIARY LOSS, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ICICI BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING OR ARISING FROM: (A) THE USE, DELIVERY OR PERFORMANCE OF THE ONLINE SERVICES OR THE WEBSITE; (B) THE DELAY OR INABILITY TO USE THE ONLINE SERVICES, THE WEBSITE OR ANY LINKS OR ITEMS ON THE WEBSITE; (C) THE PROVISION OF OR ANY INADEQUACY OR DEFICIENCY IN THE PROVISION OF ONLINE SERVICES RESULTING FROM UNAUTHORISED ACCESS; (D) ALTERATION OF TRANSMISSIONS OR DATA ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE ONLINE SERVICES; (E) THE FAILURE BY THE CLIENT TO COMPLY WITH ANY SOFTWARE INSTALLATION INSTRUCTIONS; (F) ANY INABILITY OF ICICI BANK TO RECEIVE INSTRUCTIONS, DIRECTIONS, ORDERS OR OTHER COMMUNICATIONS FROM THE CLIENT OR TO TRANSMIT ANY RELATED MESSAGE FOR ANY REASON WHATSOEVER; (G) ICICI BANK EXECUTING TRANSACTIONS BASED ON THE CLIENT'S INSTRUCTIONS OR IN RELIANCE ON DOCUMENTS AUTHENTICATED BY THE CLIENT'S PASSWORD; (H) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE ONLINE SERVICES; (I) STATEMENTS OR CONDUCT OF ANYONE ON THE WEBSITE; OR (J) ANY OTHER MATTER RELATING TO THE ONLINE SERVICES, THE WEBSITE OR ANY RELATED SERVICE.

The Client hereby agrees that, subject to the foregoing paragraph, under all circumstances, the aggregate liability to the Client and any third parties, of ICICI Bank and its Affiliates for claims relating to the Online Services, whether for breach or in tort including but not limited to negligence, shall be limited to the Transaction charges or fees or consideration paid by the Client within the previous 12 months for the Online Services, excluding any amount paid towards Transactions.

21. Restrictions on use

The Client agrees to use the Website strictly for internal use and not for any illegal purpose or in any manner inconsistent with these Terms and Conditions. The Client agrees not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of ICICI Bank or its Affiliates or otherwise compromise or imperil the interests of ICICI Bank or its Affiliates. The Client acknowledges that the Website has been developed, compiled, prepared, revised, selected and arranged by ICICI Bank and others (including certain

other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes the valuable intellectual property of ICICI Bank and may also include trade secrets of ICICI Bank and such others. The Client agrees to protect the proprietary rights of ICICI Bank and other parties during and after the term of the Online Services and comply with all reasonable written requests made by ICICI Bank or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights on the Website.

The Client agrees to notify ICICI Bank in writing promptly upon becoming aware of any unauthorised access or use of the Website by any party or of any claim that the Website infringes upon any copyright, trademark or other contractual, statutory or common law rights.

The Client further acknowledges that all the intellectual property rights concerning the Website and the Online Services provided continue to vest with ICICI Bank. The Client shall not:

- a. Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the Online Services in violation of these Terms and Conditions;
- b. Create a database in an electronic or structured manual form by systematically downloading and storing all or any of the Online Services, save and except such information as relates to the Client's accounts and Transactions as the case may be;
- c. Rent, lease, sell, sublicense, or lend any other person access to the Website or the Online Service;
- d. Cache or permit caching by any person;
- e. Perform any act that violates any intellectual property right of ICICI Bank or any other third party on the Website or the Online Services;
- f. Engage in any fraudulent, grossly negligent, abusive or illegal activity;
- g. Use the Website or the Online Services to violate the security of any computer network, identify the Client Password or security encryption codes of any other user, transfer or store illegal material including threatening or obscene material; or
- h. Run a mail list or any form of auto-responder or spam on the Website.

22. Proprietary and intellectual property rights

The copyright, trademarks, logos, slogans and service marks displayed on the Website are registered and unregistered intellectual property rights of ICICI India or of respective intellectual property right owners. Nothing contained on the Website or the Mobile Application should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any intellectual property displayed on the Website or the Mobile Application without the written permission of ICICI Bank or such third party that may own the intellectual property displayed on the Website or the Mobile Application.

ICICI India neither warrants nor represents that the use of materials displayed on the Website by the Client will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with ICICI India. ICICI Bank grants the right to access the Website to the Client and use the Online Services in accordance with these Terms and Conditions. The Client acknowledges that the Online Services including but not limited to text, content, photographs, video, audio and graphics are either the property of or used with permission by ICICI Bank or the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties or other proprietary rights and the Terms and Conditions.

The Client should assume that everything the Client sees or reads on the Website (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like collectively 'the Content') is copyrighted and protected by intellectual property laws unless otherwise provided and may not be used except as provided in these Terms and Conditions without the prior written permission of ICICI Bank or the relevant copyright owner. The Client is also advised that ICICI India will aggressively enforce its intellectual property rights to the fullest extent of the law including seeking of criminal prosecution. Any breach of the restrictions on use provided in these Terms and Conditions is expressly prohibited by the law and may result in severe civil and criminal penalties. ICICI India shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests. The Client acknowledges that the software underlying the Online Services as well as other Internet related software, which are required for accessing the services, are the legal properties of the respective vendors. The permission given by ICICI Bank to access the Online Services shall not convey any patent, copyright and license, proprietary or ownership rights or other intellectual property rights in the above software.

23. Links to Websites

The Website may contain links to other websites operated by other parties. Such links are provided for the convenience of the Client only and ICICI Bank does not control or endorse such websites and is not responsible for their contents. The use of external websites is also subject to the terms of use and other terms and guidelines, if any, contained within each of the external websites. The linked websites are not under the control of ICICI Bank and it is not responsible for the contents of any linked website or

any link contained in a linked website, advertisements appearing in or services offered by or any changes or updates to such websites.

24. Procedure related to Users

The Client shall authorize each person designated by the Client who will be a User by submission to ICICI Bank of a board resolution, power of attorney or mandate or such other documentation as may be required by ICICI Bank from time to time. The Client may revoke the authority of an existing User, change its User access profile or authorise a new User by giving ICICI Bank a resolution/mandate in the format acceptable to ICICI Bank. In case the Client wishes to end the access of any User, the Client will immediately notify ICICI Bank to disable such access, giving ICICI Bank reasonable time to do so. The Transactions initiated with a User ID are binding on the Client until such time as ICICI Bank disables the associated User's access.

25. Amendments and modifications

Except as otherwise required by applicable law, ICICI Bank may add, remove, or otherwise modify any of the provisions within the Terms and Conditions at any time and without notice to Client, and such changes will be effective immediately. The Terms and Conditions as revised will be posted on ICICI Bank's Website, and ICICI Bank may, at its discretion, provide written notice to the Client via the email or postal address in ICICI Bank's files. Client's continued use of any of the Online Services after ICICI Bank's sending any notice, or posting such changes to these Terms and Conditions on the Website, will constitute each Client's acceptance of and agreement to be bound by such changes to these Terms and Conditions. Client agrees that these procedures are acceptable to Client to provide Client with notice of changes to these Terms and Conditions. The revised Terms and Conditions will supersede these Terms and Conditions and shall apply to any activity or Transaction thereafter taken by Client in connection with such Online Services.

26. Survival of obligations

The obligations and liabilities of the parties hereto incurred prior to termination shall survive the termination of these Terms and Conditions for all purposes.

27. Remedies cumulative

Except as provided in these Terms and Conditions, the rights, powers, remedies and privileges provided in these Terms and Conditions are cumulative and are not exclusive of any rights, powers, remedies or privileges provided by law.

28. No waiver of rights

No failure or delay by ICICI Bank to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under these Terms and Conditions preclude any other or further exercise thereof of any other right, power or privilege.

29. Severability

If any provision or condition of these Terms and Conditions is declared invalid or unenforceable by any court or regulatory agency or body, the validity of the remaining provisions and conditions shall not be affected thereby and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

30. Headings

The paragraph headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term. Paragraph headings also do not limit or define either party's rights or obligations.

31. Disclaimer of warranties

Except as otherwise expressly provided in the Terms and Conditions, the Client understands and agrees that use of the Online Services and the Website is at the Client's sole risk and that the Online Services, the Website, and all information, products, services and other content (including third party information, products, services and content) included in or accessible on the Website, are provided on an 'as is' and 'as available' basis and are subject to change at any time without notice to the Client. To the fullest extent permitted by law, ICICI Bank expressly disclaims all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, data accuracy and completeness and any warranties relating to non-infringement of proprietary rights, as related to the Online Services and all information, products, services and other content (including third party information, products, services and other content) included in or accessible from the Website. The Client acknowledges that ICICI Bank makes no warranty that access to the Website or the Online Services will be uninterrupted, timely, secure or error-free nor does it make any warranty as to the results that may be obtained from the Website or use of the Online Services or as to the accuracy or reliability of the Online Services. ICICI Bank gives no warranty regarding the Transactions entered through the Website. ICICI Bank will not be liable for any virus that may enter the Client's systems as a result of Client using the Online Services. ICICI Bank does not guarantee to the Client or any other third party that the Online Services will be virus free.

32. Indemnity

Client shall, at its own expense, indemnify, defend and hold harmless ICICI Bank, its Affiliates and their respective directors, officers, employees, representatives and agents (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, suits, damages, liabilities and causes of actions (including, but not limited to, reasonable attorney fees and disbursements) in any way resulting or arising from any one or more of the following: (a) any breach by the Client or any User of any representation, warranty or covenant

made by the Client under these Terms and Conditions; (b) any failure by the Client or any User to abide by or perform any obligation imposed upon the Client or any User under these Terms and Conditions; (c) any deletions, additions, insertions or alterations to, or any unauthorised use of, the Online Services by the Client or any User; (d) any invalid, improper or unauthentic documentation or instructions submitted by the Client or any User for use of the Online Services; (e) any willful misconduct, fraud, criminal activity, intentional tort or negligence of the Client, any User or any other person or entity (other than ICICI Bank) involving the Online Services or under these Terms and Conditions; (f) the issuance, distribution or use of any Client Password or other service activation code, including, without limitation, the means by which ICICI Bank transmits such Client Password or service activation code to Client or any other User; (g) any action, omission, commission, or use by Client or any User of or in any way relating to the Online Services, including, without limitation, any claim that use of any Client Password or following any security procedure set forth in these Terms and Conditions is not a commercially reasonable means of providing security against unauthorised payments, transfers or other Transactions from any of Client's Accounts; (h) any transmission or instruction, including without limitation, any instructions to request payments or to send a payment order for any transfer of funds to any person or entity, whether or not authorised, when acted upon by ICICI Bank in good faith and in reliance upon any Client Password or other security activation code; (i) any delay in the execution of any Client instruction to add, delete or modify the access rights of any User until after ICICI Bank has had a commercially reasonable opportunity to act after ICICI Bank's receipt thereof; (j) any claims of a third party relating to any action taken or not taken by any Indemnified Party pursuant to these Terms and Conditions unless such action or non-action constitutes gross negligence or willful misconduct by such Indemnified Party.

33. Force majeure

In the event that ICICI Bank fails to perform its obligations under these Terms and Conditions in whole or in part as a consequence of acts of God, fire, explosion, public utility failure, accident, floods, embargoes, war, nuclear disaster, riot, pandemic or any other event beyond its reasonable control, such failure to perform shall not be considered a breach of these Terms and Conditions during the period of such event and during a reasonable period thereafter.

34. General

The client shall not assign these Terms and Conditions to anybody else. These Terms and Conditions, together with the relevant terms and conditions and account agreements of the applicable Accounts, contain the entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and ICICI Bank for Online Services. The client acknowledges that it has not relied on any representation made by ICICI Bank or any of its employees or agents and has made its own independent assessment of the Online Services. No third party will have any rights or claims under these Terms and Conditions.

35. Applicability of terms

These Terms and Conditions form the contract between the Client using the Online Services and ICICI Bank. By applying for Online Services and accessing Online Services, the Client acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition to and not in derogation of the Terms and Conditions relating to any Account of the Client.