

## Terms and Conditions Governing the Internet Banking Services of ICICI Bank Limited, Singapore Branch

### 1. Definitions

In these terms and conditions governing the Internet Banking Services of ICICI Bank Limited, Singapore Branch ("**ICICI Bank**"), the following terms have the respective meanings ascribed to them:

**"Account"** means any bank account and/or any other type of account(s) opened and maintained with ICICI Bank by the Customer from time to time.

**"Account Agreement"** means the standard terms and conditions governing the relevant banking facilities and services offered by the ICICI Bank binding between the Customer and ICICI Bank.

**"Affiliate"** means any person that is (i) the parent company, holding company or subsidiary of ICICI Bank, (ii) under the control of, or under common control with, ICICI Bank or (iii) in which ICICI Bank has interest or beneficial interest in or control of more than 26% of the voting securities. For the purpose of this definition, **"control"** together with its grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and **"person"** means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

**"Business Day"** means a day on which banks in Singapore are generally open for business, excluding Saturdays, Sundays and public holidays.

**"Confirmation Message"** means the webpage generated by ICICI Bank informing the Customer that the Customer's Instruction(s) has/have been transmitted to ICICI Bank.

**"Customer"**, **"you"**, **"your"** means a banking customer of ICICI Bank who accepts these Terms.

**"Device"** means any hardware or software device, token or technology designated by the Bank at any time from time to time in its sole and absolute discretion, for use to generate or receive Electronic Identification.

**"Electronic Identification"** includes the Customer Identification ("**Cust ID**") number, personal identification number (PIN), password (whether generated by a Device or otherwise), code sent via SMS by ICICI Bank via your SMS Provider, or such other security measures required for authorised access of the Internet Banking Services from time to time.

**"FAQs"** shall mean the Frequently Asked Questions as available on the Website with respect of the Service.

**"FAST"** means the Fast and Secure Transfers electronic fund transfer service allowing you to transfer SGD funds from one bank to another in Singapore almost instantly.

**"GIRO"** means the General Interbank Recurring Order;

**"Internet Banking Services"** means the internet banking services (or as the context may require, any or each of the services) provided by/offered by us to you through which you may access information and give us Instructions relating to Account(s) you hold with us, including services such as enquiry about balance in the Account(s), details about transactions in the Account(s), statement of Account(s), transfer of funds, application of new services, etc. and any other service as ICICI Bank may provide to the Customer from time to time subject to these Terms, and such other services as ICICI Bank may provide from time to time through approved methods including:

- a. electronic communications through the Website; or
- b. other devices or equipment which ICICI Bank may designate from time to time for Internet Banking access (together, "Internet Banking Methods"). For the avoidance of doubt, such devices mentioned in this sub-clause b. herein shall include any Devices as defined herein.

**"ICICI Bank", "Bank", "we", "us" or "our"** means ICICI Bank Limited, Singapore Branch.

**"Instructions"** means any request or instruction to ICICI Bank, which is issued using any of the Electronic Identification.

**"Officers"** means any director, officer, employee, agent or servant of ICICI Bank.

**"SMS"** means Short Message Service which is a service for sending short text messages to your mobile phone at the telephone number provided by you and registered with ICICI Bank as may from time to time be updated by you in accordance with ICICI Bank procedure.

**"SMS Provider"** means the party transmitting a SMS on behalf of ICICI Bank to you for the purposes of Electronic Identification in relation to the Internet Banking Services.

**"Website"** means the website owned, established and maintained by ICICI Bank located at the URL [www.icicibank.com.sg](http://www.icicibank.com.sg) for the purpose of providing/offering the Internet Banking Services, or such other website as ICICI Bank may designate from time to time.

## 2. Interpretation

- a. The headings in these Terms are for convenience only and shall not affect its interpretation.
- b. An **"authorisation"** or **"approval"** includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration.
- c. **"Applicable law"** or **"law"** or **"laws"** includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.
- d. In this document all references to the Customer importing the masculine gender shall be deemed to include the feminine and neuter gender, and vice versa.
- e. Any reference to an enactment (which includes any legislation in any jurisdiction) shall include such enactment and any regulations made under that enactment as from time to time amended or re-enacted.
- f. References to times of the day are to local time in Singapore unless otherwise stated.
- g. Words importing the singular number shall include the plural and vice versa.
- h. Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- i. References to the words **"include"** or **"including"** shall be construed without limitation.
- j. References to any agreement or document shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time.
- k. References to the Bank's prevailing standard procedures shall include such policies dealing with the Bank's operations as are in place at the material time.

## 3. Applicability of Terms

The Customer will apply to ICICI Bank in ICICI Bank's prescribed form to use the Internet Banking Services. ICICI Bank shall be entitled at its sole discretion to accept or reject such applications without assigning any reasons therefore.

These Terms, the Account Agreement, the account opening form, the Privacy Policy (as defined below at Clause 32), the Terms of Use (as defined below at Clause 32) and any other agreement or terms and conditions (including

any information relating to the Internet Banking Services available on the Website) as may be stipulated by ICICI Bank from time to time (the "Account Documents") form the contract between the Customer and ICICI Bank for using the Internet Banking Services and will apply to all transactions and other activities in connection with the Internet Banking Services of ICICI Bank.

The Customer acknowledges that the Internet Banking Services could be provided by ICICI Bank through any of its Affiliates or third party service providers. The use by you of the Internet Banking Services constitutes your acceptance of these Terms, including the terms relating to the Account, the Website and services provided by any third parties (where applicable).

In the event of inconsistency between the Account Documents (other than these Terms) and these Terms, these Terms shall prevail, in relation to the Internet Banking Services, only to the limited extent of such inconsistency.

Notwithstanding anything contained herein, all terms and conditions stipulated by ICICI Bank pertaining to the Account(s) under the Account

Documents or otherwise will continue to be applicable to the Customers. These Terms will be in addition to and not in derogation of the terms and conditions relating to any Account of the Customer.

#### **4. Internet Banking Services**

For the purposes of availing the Internet Banking Services, you would need to have legal and valid access to the internet and your mobile number registered with ICICI Bank. The Customer shall ensure that Internet Banking Services or any related services are not used for any purpose which is illegal, improper or which is not authorised under these Terms.

The information provided to the Customer through the Internet Banking Services may not get updated continuously but at regular intervals as per ICICI Bank's discretion. Consequently, any information supplied to the Customer through the Internet Banking Services will pertain to the date and time when such information was last updated and not as the date and time when it is supplied to and/or obtained by the Customer.

ICICI Bank shall not be liable for any loss or damages that the Customer may suffer by relying on or acting on such information accessed through the Internet Banking Services unless such loss or damages is caused solely by the gross negligence or wilful conduct of ICICI Bank or its officers or employees. ICICI Bank may keep its records of the transactions in any form ICICI Bank may deem fit. In the event of any dispute, ICICI Bank's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking Services in the absence of fraud, forgery or dishonest conduct.

#### **5. Use of Information**

The information provided to the Customer through the Website may have been independently obtained from various information providers and other sources and is provided to you as part of the Internet Banking Services solely for your reference only and is not binding on ICICI Bank. In particular, it is not intended to provide specific legal, accounting, financial, or tax advice to any individual or entity and should not be relied upon in that regard. You acknowledge and agree that the information provided to you as part of the Internet Banking Services may not be accurate. Accordingly, it is your sole responsibility to seek appropriate verification of any information you use, and to seek independent professional advice on the financial, legal and tax implications of your decisions. The information may include views and recommendations of individuals and organisations. ICICI Bank does not endorse any of these views and recommendations. The information provided by any third party contained on the Website, including, without limitation, the information obtained through any link to a website (owned or operated by third parties), has been supplied without any verification by ICICI Bank. The hyperlinks (if any) provided on the Website shall not be considered or construed as an endorsement or verification of such linked websites or the

contents therein by ICICI Bank. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.

ICICI Bank including its Officers and each of its Affiliates, licensors, service providers and suppliers shall not be liable for any loss or damage of any type that the Customer or others may suffer by relying or acting on any inaccurate, delayed or incomplete information unless such loss or damages is caused solely by the gross negligence or wilful conduct of ICICI Bank or its officers or employees.

## **6. Use of the Internet Banking Services**

Any request for any service/facility, which is offered as a part of Internet Banking Services, shall be binding on the Customer as and when ICICI Bank receives and acts upon such a request.

If any request for the Internet Banking Services requires additional documentation or information from the Customer, ICICI Bank will not be required to act on the request or instruction of the Customer until it receives (in form and substance satisfactory to ICICI Bank) such documentation and information from the Customer.

The following sets out the Customer's security duties in the use of the Internet Banking Services. The list is not intended to be exhaustive and should be supplemented with your own security procedures:

- a. The Customer agrees to comply with these Terms and to follow any instructions and any security procedures stated in the Terms or provided by ICICI Bank online in relation to use of the Internet Banking Services. You, the Customer, agree to use the Internet Banking Services solely in accordance with the Terms and only for your personal use. The Customer further agrees to follow the notices, guidelines and other instructions (such as operating rules and policies) relating to the use of the Internet Banking Services, the codes and variations to the Terms as updated and available on the Website from time to time.
- b. Internet Banking Services may be accessed through different Devices. The Internet Banking Services may be made available through different Devices (for example, personal computers, mobile devices, handsets and/or kiosks), and so the features of Internet Banking Services may vary and access and use of the Internet Banking Services may be subject to the specific conditions of use for the different Devices. ICICI Bank has the discretion from time to time to determine the type, specifications and/or configuration of telecommunications equipment acceptable for the purpose of providing the Internet Banking Services.
- c. ICICI Bank may, from time to time, impose transaction limits (such as minimum transaction amounts) in connection with the Internet Banking Services or vary the frequency or manner of use of the Internet Banking Services. Such transaction limits will be binding on the Customer.
- d. To use the Internet Banking Services, you will need the Electronic Identification.
- e. You agree to follow the guidance provided by ICICI Bank online in designating the Electronic Identification and any other authentication instructions from ICICI Bank to identify you.
- f. You may change the password or your registered mobile phone number on which you choose to receive SMS that constitutes part of Electronic Identification at any time but any change shall be effective only when notified to (within such time as may be stipulated by ICICI Bank) and accepted by ICICI Bank. ICICI Bank is entitled in its discretion to reject any number or alphabet selected by the Customer to substitute the Electronic Identification without giving any reason therefore. The Customer's substitute of Electronic Identification shall take effect upon ICICI Bank's confirmation and the Customer's use therefrom shall be governed by these Terms. When selecting a substitute Electronic Identification, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or alphabets or any series of numbers or alphabets that may easily be ascertainable or identifiable to the Customer. ICICI Bank shall be entitled at ICICI Bank's absolute discretion to cancel the use of the Customer's Electronic Identification and/or withdraw, restrict, suspend, vary or modify the Internet Banking Services (whether in whole or in part) and/or the mode(s), method(s) or

channel(s) available for accessing the Internet Banking Services at any time (where necessary, without prior notice and without giving reasons) and ICICI Bank shall not be liable to the Customer for any loss or damage as a result.

- g. You must keep your Electronic Identification, in particular, the password (whether generated by a Device or otherwise), Cust ID, codes and/or PIN, secret and secure at all times and exercise utmost care and diligence to prevent unauthorised use of your Electronic Identification. You shall not reveal your Electronic Identification to any other party and in the event the Electronic Identification is disclosed or discovered by any other party, you shall change the same without delay. You acknowledge and confirm that any person that you have authorised to access and/or use the Internet Banking Services in relation to your Account (all such persons to be collectively referred to as the "Authorised Users"), are severally empowered and authorised to give orders or Instructions through the Internet Banking Services on your behalf and shall act, without prejudice to any other capacity which such person may be transacting under, as your agent when accessing and/or using the Internet Banking Services, in relation to your Account. All use and/or access of the Internet Banking Services by the Authorised Users shall be deemed your use. All references to your use of the Internet Banking Services shall be deemed to include the Authorised User's use and/or access where applicable. You shall procure and ensure that each of your Authorised Users is aware of, subject to and complies with these Terms and any other terms and conditions governing or in relation to your Account. If any Authorised User to whom the Electronic Identification is disclosed is no longer authorised to use the Internet Banking Services in relation to your Account, you shall immediately notify us.
- h. Once you have logged on to the Internet Banking Services, you must not leave the terminal or other Device from which you have accessed the service at any time or let anyone else use it until you have logged off the service using the log off option. You will be responsible for ensuring that you have logged off the service at the end of each session.
- i. You must notify us immediately of any unauthorised access to the Internet Banking Services or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your Electronic Identification (in particular the password, Cust ID, codes and/or PIN). You may do so in person or by calling the toll free telephone number(s) listed on the Website from time to time. We may ask you to confirm in writing any details given. You must also change your password immediately to a number or combination which you have not used before. Until the actual receipt of such notification by ICICI Bank, you shall remain liable and responsible for the transactions arising from the use of the Internet Banking Services by unauthorised persons or for unauthorised purposes. ICICI Bank will need you to help us and the applicable law enforcement agencies in trying to recover any losses. We may disclose information about you or your Account(s) to the applicable law enforcement agencies or other third parties if ICICI Bank thinks it will help to prevent or recover losses.
- j. We may have to ask you for your Cust ID, but not your password, in order to provide maintenance and/ or support services to you. NEVER SUPPLY YOUR PASSWORD TO ANYONE, not even to an employee and/or staff of ICICI Bank.
- k. You agree that you are responsible for the performance and protection of any browser or personal computer used in connection with the Internet Banking Services, and to adhere to the following security procedures:
  - i. maintaining no record of any Cust ID, PINs, passwords or codes or such other security measures included in the Electronic Identification;
  - ii. avoiding the selection of combinations that may be easy for someone else to guess or which are directly associated with the Customer, such as birth date, telephone number, address, account number, bank card number, etc.;
  - iii. avoiding selecting any part of another PIN, password or code used by the Customer; and

- iv. taking all necessary steps to ensure that every component of the Electronic Identification remains confidential to the Customer, and is never disclosed, accidentally or otherwise to anyone else at any time, including when keying in the Electronic Identification to the keyboard or speaking on the telephone or other electronic device.
- I. ICICI Bank will take reasonable care to ensure the security of and to prevent unauthorised access to the Internet Banking Services, using commercially reasonable technology available to ICICI Bank. The Customer shall have responsibility for using the Internet Banking Services and any physical Devices issued as part of Electronic Identification in compliance with applicable laws and shall take all necessary precautions to prevent illegal or improper use of the Internet Banking Services, or such use of the Internet Banking Services that is not authorised under these Terms and unauthorised access to the Accounts including without limitation any use that is illegal, fraudulent, unauthorised, or use in an improper manner or purpose such as, without limitation, use of the Internet Banking Services or any Device issued as part of Electronic Identification in violation of any applicable anti-spam, import/export laws or regulations. For more information on Website security, please see the Website.
- m. The Customer will not use the Website to post any materials, information, or communication that either cause any harm to any person or that is illegal or otherwise unlawful, including without limitation any hateful, harassing, pornographic, obscene, profane, defamatory, libellous or threatening materials that constitute or may encourage conduct that would be considered a criminal offence, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation.

Notwithstanding that ICICI Bank or other parties are involved in creating, producing or delivering the Website, ICICI Bank and all parties involved in creating, producing or delivering the Website assume no responsibility or liability which may arise from the contents thereof.

ICICI Bank is entitled to monitor or review all communications, materials, transmissions, postings (if applicable), discussions (if applicable) and chats (if applicable) pertaining to or otherwise contained in the Website.

- n. You shall be responsible for obtaining and using the necessary software to obtain access to the Internet Banking Services at your own risk and expense. You represent that, to the best of your knowledge, the terminals through which access to the Internet Banking Services may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. You agree that ICICI Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses and bugs that may be attributable to services provided by any relevant internet service provider or information service provider. ICICI Bank shall be entitled at its absolute discretion to upgrade, modify or alter the website for accessing the Internet Banking Services at any time, (without notice and without giving reasons, if it should be impractical to do so). ICICI Bank reserves the right not to support any prior versions of any software. If you fail to upgrade the relevant software or to use the enhanced versions of software, ICICI Bank shall not be liable for the consequences resulting therefrom.
- o. If the Website contains bulletin boards or any other message or communication facilities whatsoever (collectively, "Forums"), the Customer agrees to use the Forums only to send and receive messages and materials and will not, in any manner or to any extent, do any of the following:
  - i. commit any criminal or quasi-criminal offence, including without limitation, any pornography, hate, assault, or economic crime whatsoever;
  - ii. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights including without limitation, rights of privacy and publicity of others;
  - iii. publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;

- iv. infringe, contravene, breach or otherwise interfere with or harm the rights of any other person, including without limitation any contractual, confidentiality, privacy, moral, statutory, common law rights or intellectual property whatsoever;
  - v. upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
  - vi. delete any author attributions, trademarks, trade names, logos, legal notices or proprietary designations or labels in any file that is uploaded;
  - vii. falsify the origin or source of software, information or other material contained in a file that is uploaded;
  - viii. advertise or offer to sell any goods or services, or conduct or forward any surveys, contests, or chain letters; or
  - ix. download any file posted by another user of a Forum that the Customer knows, or reasonably should know, cannot be legally distributed in any manner whatsoever.
- p. The Customer acknowledges and agrees that all Forums are of a public nature and are not considered private communications. Further, the Customer acknowledges that chats, postings, conferences, and other communications (as applicable and when made available) by other Customers are not monitored, screened, sanctioned or endorsed by ICICI Bank, and such communications will not be reviewed, screened, or approved by ICICI Bank. ICICI Bank reserves the right for any reason to remove at any time without notice any of the contents of the Forums, including without limitation bulletin board postings. ICICI Bank reserves the right to deny, in its sole and absolute discretion, any Customer access to the Website or any portion thereof without notice.
- q. The Customer acknowledges that security is a paramount concern in its access to and use of the Internet Banking Services and agrees that it is solely responsible for the set-up, maintenance and review of the Customer's security arrangements concerning access to and use of the Internet Banking Services, its telecommunication, computer or other electronic equipment or system and information stored therein and the Customer's control of Electronic Identification, Device(s) and access to the Internet Banking Services.
- r. In accordance with our prevailing standard procedures, we may, upon your request, allow you to receive specific and timely prompts (collectively, the "Alerts") in respect of certain Content (as defined below in Clause 15 (b) (viii)) provided by us from time to time. Each Alert may be notified by e-mail, pop-up screen in your browser and/or mobile devices (supported by certain service provider(s) only) subject to the relevant terms and charges of your network or mobile phone service provider(s). You agree and acknowledge that an Alert may be delayed or prevented by factors affecting the service providers, stock exchanges, currency markets, and other relevant entities and we do not guarantee the delivery, timeliness or accuracy of the Alert. You also acknowledge that the information in respect of any Alert may be subject to certain time lags and/or delays. We reserve the right to vary the features of any Alert and/or to terminate any request for any Alert at any time. We shall not be liable to you or anyone else for losses, damages or expenses arising from (a) non-delivery, delayed delivery or wrong delivery of an Alert; (b) inaccurate or incomplete content of an Alert; or (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes unless such loss, damage or expense is caused solely by our gross negligence or wilful conduct.

We may also send you Alerts notifying you of transactions conducted on your Account, and the nature of transactions for which Alerts are generated, the timing thereof and mode of notification shall be determined by us in accordance with our prevailing standard procedures.

## **7. ICICI Bank Records**

The Customer agrees that all telephone calls, electronic and other correspondence and communication may be recorded and/or monitored by ICICI Bank and shall be final and conclusive, save in the case of fraud, forgery or dishonest conduct. The same may be used for any means whatsoever in ICICI Bank's sole discretion.

You are responsible for ensuring that the information entered or selected when using the Internet Banking Services is correct. Should any dispute arise regarding any Account statement or transaction record, you agree that ICICI Bank's records will be admissible records in any legal proceeding for the purpose of evidencing your liability with respect to such Account statement or transaction record.

## **8. Access**

ICICI Bank may provide Internet access to Customer's Account(s) by one or more of the Internet Banking Methods. ICICI Bank reserves the right to deactivate or revoke the use of your Electronic Identification at any time. ICICI Bank will generally give you prior notice before deactivating or revoking your Electronic Identification, but may in exceptional circumstances do so without giving prior notice.

## **9. Electronic Identification**

Direct access to, and use of, the Website or any other Internet Banking channel for carrying out transactions pertaining to the Customer's Account requires an electronic identifier which consists of one or more of the following Electronic Identification:

- a. Cust ID,
- b. personal identification number (PIN) (if any),
- c. password (whether generated by a Device or otherwise), or
- d. a code sent to a Customer's registered mobile number via SMS or other security measures prescribed by ICICI Bank from time to time.

The Customer will be provided with the Electronic Identification, and undertakes:

- a. that no other person shall be permitted or shall have access to Devices or knowledge and access of any Cust ID, PIN or password;
- b. that the Customer:
  - i. shall not disclose to any person the Cust ID, PIN, password (whether generated by a Device or otherwise) and/or code sent to Customer vide SMS;
  - ii. shall immediately memorise that PIN and/or password and in the event that such PIN and/or password is generated by any envelope or document, destroy the envelope or document in which that PIN and/or password are stated;
  - iii. shall not record that PIN and/or password in any form; and
  - iv. shall immediately after such Customer has reason to believe that any person may have acquired knowledge of that PIN or password or the code or access to the Devices, notify ICICI Bank in writing thereof.

ICICI Bank shall be entitled to rely on and treat any Instruction made, submitted or effected pursuant to the entry or use of the PIN, the password and/or the code of any Customer or that password alone (and whether or not in conjunction with or generated by any Devices or otherwise) as having been made, submitted or effected by that Customer for and on behalf of the Customer unless notice of the disclosure or unauthorised use of the PIN, password and/or code or loss of the Devices prior to effect any Instruction has been given by the Customer in such form and by such means as ICICI Bank may deem satisfactory and has been received by ICICI Bank within such amount of time in advance of such Instruction as ICICI Bank would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such Instruction from being received, acted upon and implemented.



The Customer agrees that electronic pages, such as the Website pages, accessed by Electronic Identification, are written documents and that "clicking" any "buttons" stating "OK", "proceed", "continue", "approve" or "next" with similar meaning will have the same legal effect as if the Customer had placed his signature by hand and provided hardcopy versions of such pages with an intent to be legally bound. The Customer further agrees that all transactions by computer or other means (whether electronic or otherwise) will have the same legal effect as if authorised by the written instructions of the Customer. The Customer acknowledges that in the absence of gross negligence or wilful conduct, all electronic instructions are final binding and irrevocable and that the Customer may not object to them nor withdraw the same.

## **10. Customer's Further Obligations**

The Customer shall not use or disclose any material and/or information on the Website pertaining to the Internet Banking Services other than to access and use the Internet Banking Services. The Customer further undertakes not to reproduce, sell, distribute or in any way whatsoever allow any third party access to the aforesaid material and/or information provided by ICICI Bank on or via the Internet Banking Services and/or the Website.

In the event that the Customer receives or retrieves any data or information from the Internet Banking Services that is not intended for the Customer, the Customer shall immediately notify ICICI Bank, and procure that ICICI Bank is notified, of such receipt or retrieval of such information, and delete and destroy and procure the deletion and destruction of such information. The Customer shall respond within a reasonable time to all enquiries and communications from ICICI Bank regarding the Internet Banking Services or any transaction effected or service provided through the Internet Banking Services.

In the event ICICI Bank believes that any unlawful, illegal, fraudulent, wrongful or improper use of the Internet Banking Services is being made, or any such use is taking place at, or any disturbance or interference to the Internet Banking Services is being caused by or is originating from, premises owned or controlled by the Customer, the Customer shall, upon a request from ICICI Bank, permit ICICI's personnel or third parties authorised by ICICI Bank, to enter such premises to investigate any such use, disturbance or interference. The Customer shall cooperate with and shall not unduly hinder any such investigation.

## **11. Authorisation to Disclose Information**

The Customer expressly and irrevocably authorises and permits ICICI Bank and each of its Officers to divulge, reveal or disclose any and all of the particulars and information relating to the Customer, any Account or any Instruction to any of the following persons at any time and from time to time:

- a. any person who successfully logs into the Internet Banking Services and accesses the Customer's Account and information using the Customer's Electronic Identification;
- b. any corporation which is deemed to be a related corporation of ICICI Bank by virtue of section 6 of the Companies Act, Cap. 50;
- c. all courts, governmental agencies and lawful authorities and/or regulators in Singapore and elsewhere where the disclosure is required by law;
- d. any person which ICICI Bank or any Officer in good faith considers to be appropriate for the purpose of providing the Internet Banking Services, including any agents, contractors or third party service provider which have agreed to perform works or services for ICICI Bank in connection with and which affect or may affect the operation of any Account or Internet Banking Services;
- e. any person in connection with the use or maintenance of any Account or Internet Banking Service or the provision by ICICI Bank of any service to the Customer or any person who owns, operates, provides or maintains any part of any system or equipment relevant to the provision of the Internet Banking Services;

- f. any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to ICICI Bank for any such indebtedness, liability or obligation; or
- g. any other person at any time where the particulars of any Account were inadvertently divulged, revealed or disclosed to or accessed by such person through no wilful default of ICICI Bank or its relevant Officer(s).

The provisions of this Clause 11 are in addition to any other authorisations and consents of the Customer to ICICI Bank with respect to the use and/or disclosure of information relating to the Customer, any Account or Internet Banking Services or any Instruction.

## **12. Instructions relating to the Internet Banking Services**

- a. You request and authorise us to accept, follow and act upon all Instructions from you when identified by your Electronic Identification and you agree that so long as we have acted in good faith, we shall not be liable for acting upon such Instructions, nor shall we be obliged to investigate the authenticity of such Instructions or verify the accuracy and completeness of such Instructions and that such Instructions shall be deemed irrevocable and binding on you upon ICICI Bank's receipt to the fullest extent allowed by law. ICICI Bank shall be entitled at any time but shall not be obliged to verify any Instructions given by calling back, online or via telephone.
- b. An Instruction will be considered authenticated and accepted by us if it has been effected through the Internet Banking Services using an appropriate Electronic Identification, and any other additional verification imposed by us, if applicable.
- c. When you send Instructions in connection with the Internet Banking Services using your Electronic Identification, the Instructions cannot be changed or withdrawn without our consent. Instructions are binding on you as understood and acted on by us (or our Affiliates) in good faith.
- d. ICICI Bank reserves the right to decline your Instructions or delay its response to any Instructions (without giving prior notice or reasons if it should be impracticable for us to do so), while we verify your identity or details of the Instructions. ICICI Bank may refuse to act on an Instruction, for example, if ICICI Bank knows of or suspects a breach of security. You acknowledge and agree that we may at any time:
  - a. require that you identify yourself by alternative means;
  - b. require any Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, and etc.);
  - c. decline to act on the Instructions at any time (without giving prior notice or reasons if it should be impracticable to do so), including to:
    1. refrain from acting promptly upon any Instructions in order to verify the authenticity thereof; or
    2. decline to act on the Instructions where they are ambiguous, incomplete or inconsistent with your other Instructions or instructions, information and/or data; or
    3. decline to act on the Instructions which may have lapsed, been rendered invalid due to failure to comply with applicable conditions or are cancelled by the relevant regulatory or governmental body; or
    4. decline to act where any Instructions would cause you to exceed your applicable transaction or Account limits; or
    5. decline to act where any Instructions would result in any insufficiency of funds; or
    6. determine the order of priority in effecting the Instructions, the Transactions and other existing arrangements you have made with us (for example, cheques, standing orders, GIRO, FAST or other

arrangements), without incurring any responsibility for loss, liability or expense arising out of so declining to act unless such loss, liability or expense is caused solely by our gross negligence or wilful conduct.

- e. ICICI Bank is not liable for any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our Instructions to them where the incident is beyond ICICI Bank's control.
- f. ICICI Bank may suspend any of the Internet Banking Services provided to you under these Terms without notice where it considers it necessary or advisable to do so, for example, to protect you when there is a suspected breach of security or when ICICI Bank needs to suspend the service for unanticipated maintenance or other emergency or contingency reasons.
- g. Interruptions can occur to computer systems. You acknowledge that Instructions sent via the Internet may not be received by ICICI Bank. ICICI Bank shall have no liability in relation to any Instructions sent to ICICI Bank which ICICI Bank does not receive for any reason beyond its control.
- h. Any Instruction given will be dealt with in the normal course of business. ICICI Bank does not warrant that an Instruction will be carried out within a particular time frame or in any particular order. If Instructions are given at a time after the deadline set by ICICI Bank for transactions for any particular Business Day, the Instructions may not be carried out until the next Business Day.
- i. In the event that the Customer makes a request to ICICI Bank to modify or cancel any Instruction, ICICI Bank will take all reasonable endeavours to comply with such a request but shall not be liable for any failure to modify or cancel that Instruction if ICICI Bank receives that request at a time or under circumstances that render it impossible to comply with that request.
- j. Where any Instruction to ICICI Bank is ambiguous or inconsistent with any other Instruction, ICICI Bank shall be entitled to rely, act on or carry out any Instruction in accordance with any reasonable interpretation thereof which ICICI Bank or any Officer believes in good faith to be the correct interpretation or refuse to act on or carry out the Instruction until it receives a fresh Instruction in such form and manner required by or acceptable to it.
- k. By this Agreement the Customer authorises ICICI to:
  - i. act on and accept the Customer's Instructions in respect of any of the Internet Banking Services; and
  - ii. add to the Internet Banking Services, all of the Customer's Accounts whenever opened which are the subject of the Internet Banking Services. This applies to all of the Customer's Accounts existing at the date of this Agreement and those opened afterwards.

### 13. Joint Accounts

ICICI Bank shall be entitled to act on any instruction received from a joint Account holder. Joint Accounts can be operated by more than one Customer and ICICI Bank shall act on the instruction received first if there are conflicting instructions received from the other joint Account holder/s. All correspondence will be addressed to the registered address of all joint Account holders. All transactions arising from the use of Internet Banking Services in the joint Account shall be binding on all the joint Account holders, jointly and severally.

Notwithstanding the preceding paragraph, for security reasons, we may at any time require all joint Account holders to expressly give their consent to us in such manner as we deem appropriate before we choose to act upon any Instruction in relation to any joint Account, and we shall not be responsible for any loss, liability or expense arising therefrom.

You acknowledge and agree that we may suspend or terminate your access to (including your ability to view) any joint Account of yours through the Internet Banking Services. As far as practicable, we will give you prior notice but shall not be obliged to do so in exceptional circumstances.

#### **14. Copyrights, Trademarks and Copying Materials**

- a. The Customer notes that "ICICI Bank" and its Affiliates' logos are registered trademarks and property of ICICI Bank. No licence or right is granted and your access to this Website and/or use of the Internet Banking Services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademarks, service marks or logos appearing on the Website without the prior written consent of ICICI Bank or the relevant third party proprietor thereof. Save and except with ICICI Bank's prior written consent, no such trade mark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any of our Affiliates' website or any other website.
- b. ICICI Bank has a licence for or own all intellectual property rights for its Website(s) through which you access the Internet Banking Services and all trademarks and other materials used on it.
- c. You acknowledge that information provided in connection with the Internet Banking Services ("Confidential Information") is confidential to ICICI Bank, its Affiliates and any relevant third party. You must not in any way (and must not attempt to):
  - i. disclose (except to the extent you are required to do so by law), download (other than as reasonably required to use the Internet Banking Services), copy or commercially exploit any Confidential Information;
  - ii. remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or
  - iii. incorporate or combine the Confidential Information with any other information or programme.
- d. You acknowledge that you have no (and will not acquire any) right, title or interest in or relating to the Confidential Information or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work. You must not make any representation or do anything that could be taken to indicate that you have such a right, title or interest.
- e. Nobody is permitted to use any part of ICICI Bank's Website(s) on any other website, or link any other website to ICICI Bank's Website(s) without ICICI Bank's prior written consent.

#### **15. Exclusion and Limitation of Liability**

- a. ICICI Bank will use reasonable efforts to ensure that the Internet Banking Services are operated and managed properly, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to ICICI Bank from time to time.
- b. Subject to these Terms, except for our gross negligence or wilful conduct, ICICI Bank will not be liable for any loss or damage whatsoever and howsoever occasioned, whether or not arising from or in connection with your access and/or use of the Internet Banking Services including any direct, indirect, consequential, special loss or economic loss, and including (but not limited to) those arising as a result :
  - i. from ICICI Bank acting in good faith on Instructions issued using your Electronic Identification but which in fact was an unauthorised use of the Internet Banking Services;
  - ii. any delay or refusal in good faith to execute any Instructions from you which are pending appropriate authentication by us.
  - iii. any delay in payment, delivery or non-delivery of any document or material or notice or erroneous delivery, non-delivery or refusal to transmit any other services whatsoever that is beyond our reasonable control, including any delay caused by third parties;
  - iv. any incompatibility between your equipment and the Internet Banking Services, the Devices or any equipment used by ICICI Bank including but not limited to any adverse outcome, damage, loss,

disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware, software, electronic devices, online networks and/or telecommunication systems;

- v. any loss or damage caused by failure or fault in equipment, software, hardware or Internet browsers, Internet service providers, telecommunication service providers or other service providers such as SMS Providers or system operators, or their respective agents or subcontractors, any industrial dispute or any other person or circumstance beyond ICICI Bank's control;
  - vi. any delay, destruction, non-delivery or alteration of any authorisations, instructions, data or information transmitted or received by you via the Internet Banking Services or any error in the transmission of the said instructions, data or information, including any delay, destruction, non-delivery or alteration caused by any Internet service providers, telecommunication service providers or other service providers such as SMS Providers or system operators;
  - vii. any cessation, delay or interruption in transmission or any wrongful interception of any instructions through any computer, telecommunications, or other electronic equipment or system (whether or not owned, operated or maintained by ICICI Bank or by any other person and whether or not used in the provision or operation of any Account(s), services offered by ICICI Bank or the Internet Banking Services);
  - viii. your reliance on any information, including for the avoidance of doubt, any Electronic Identification provided as part, or by means, of the Internet Banking Services. Neither ICICI Bank nor our Affiliates shall be liable to you (whether based on an action or claim in contract, negligence, tort or otherwise) for any decision made or action taken by you in reliance on or use of any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through the Internet Banking Services (collectively the "Content");
  - ix. any misuse or failure by you or anyone else to correctly use the Devices or your equipment (for access to or use of the Internet Banking Services);
  - x. any unauthorised use of and/or access to information relating to the Accounts which is obtained by a third party as a result of your using the Internet Banking Services (except where such access is a result of ICICI Bank's gross negligence or wilful default);
  - xi. any loss, theft of or unauthorised use of the Devices or Electronic Identification;
  - xii. any failure by you to follow the most updated instructions and procedures for using the services offered on the Website;
  - xiii. any failure or refusal by ICICI Bank to effect any Instruction due to any order of court, notice, directive or any statute, regulation or bye-law,
  - xiv. any loss associated with systems failures, processing errors, software defects, operating mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which arise despite ICICI Bank's best efforts;
  - xv. any other loss arising from any new type of threats as manifested in denial of service attacks which may occur despite ICICI Bank's best efforts;
  - xvi. any disclosure of any information to third parties arising as a result of your negligence or failure to keep confidential, the Electronic Identification; and
  - xvii any act or omission of any Internet service provider, SMS Provider or telecommunication service provider or any other service provider in the provision of any service to ICICI which is required for ICICI Bank's provision of the Internet Banking Services.
- c. Actions arising out of or in connection with the Internet Banking Services or these Terms against ICICI Bank shall be brought within one (1) year after the cause of action has accrued.

- d. Except for gross negligence or wilful conduct on the part of ICICI Bank, ICICI Bank is not liable for any breakdown, interruption, failure, closure or malfunction of any of the Devices or equipment used in connection with the Internet Banking Services, whether belonging to ICICI Bank or not, including but not limited to any electronic fund transfer system, electronic payment gateway, electronic terminal, telecommunication device or system, data processing system or transmission link.
- e. In the event that ICICI Bank is held liable, its liability arising for any reason whatsoever shall be limited to direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused solely by ICICI Bank's gross negligence or wilful default. In any jurisdiction in which the limitations of liability herein are restricted, ICICI Bank's liability is limited to the greatest extent permitted by law.
- f. You accept sole responsibility for any damage to your computer system and any loss of data resulting from the downloading of materials from the Website.
- g. The Account Documents constitute the entire agreement between you and ICICI Bank. It is understood and agreed that, in addition to ICICI Bank, you will also not hold any person, firm, corporation or other legal entity employed or contracted by ICICI Bank or by its Affiliates liable, under any circumstances for any loss of business profits and goodwill or for any indirect, special, consequential or economic damages of any kind arising in any way including from your use or inability to use the Internet Banking Services or from errors, defects, delays or failure in transmission or operation.
- h. The Customer shall be wholly responsible for all instructions using the Internet Banking Services and identified by the Customer's Electronic Identification including those arising from unauthorised use of your Electronic Identification. You will continue to be responsible for any such unauthorised instructions until ICICI Bank has been notified of and has been given a reasonable period of time to revoke your Electronic Identification. You are required to inform ICICI Bank if your Electronic Identification becomes invalid or ceases to have effect. You are responsible for all losses due to unauthorised use of your Electronic Identification if you have acted fraudulently or negligently or if you are in default of any of the security measures described in these Terms.
- i. You are responsible for the accuracy and completeness of Instructions given to ICICI Bank. ICICI Bank shall not be under a duty to carry out any garbled or unclear instructions. It is your responsibility to check the status of any Instructions given by you. Instructions (including instructions to countermand, reverse or accept additional instructions) shall not be deemed to be received or implemented by ICICI Bank until you have received a Confirmation Message as confirmation of implementation. ICICI Bank reserves the right to cancel or not to execute any Instructions at any time. No prior notice or reasons may be given by ICICI Bank if it would be impracticable to do so. You shall inform ICICI Bank immediately upon receipt of data or information that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your computer/equipment immediately. ICICI Bank may (but is not obliged to) cancel any Instructions given using your Electronic Identification without any liability whatsoever, if any Accounts have been frozen or a new Account has not been opened, or if ICICI Bank knows or has reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed.
- j. You acknowledge the following Internet-related risks:
  - a. Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your systems or Devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it shall be your responsibility to take the necessary security precautions.
  - b. Your usage patterns may be monitored by third parties.
  - c. Third parties could gain unnoticed access to your computer system and detect your access to the Internet Banking Services and your communications with us.

- d. Viruses and other malicious codes may interfere with the Internet Banking Services, the web browser or any relevant telecommunication device or computer systems.

## 16. Disclaimer of Warranties

The Customer expressly agrees that use of the Internet Banking Services and the Website is at his/her sole risk. The Internet Banking Services and the Website are provided on an "as is" and "as available" basis.

Except as expressly warranted hereunder, ICICI Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in either the Website or in relation to Internet Banking Services provided.

ICICI Bank does not warrant that access to the Internet Banking Services and the Website 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, accuracy or reliability of the Internet Banking Services.

ICICI Bank will not be liable for any virus that may enter the Customer's system as a result of the Customer using the Website. ICICI Bank does not guarantee to the Customer or any other third party that use of the Website would be virus-free.

Without prejudice to clause 29 d., ICICI Bank will not be liable for any interruption or impact on the Internet Banking Services or on your ability to access and use the same due to:

- a. any SMS Carrier's network breakdown, interruption, disturbance, overloading, malfunction, or failure;
- b. due to the volume of SMS messages containing codes comprising Electronic Identification exceeding ICICI Bank's estimated peak messages; or
- c. due to any breakdown, malfunction, interruption, disturbance, overloading, or failure of any application protocol interface used by ICICI Bank or its Affiliates in the course of providing the Internet Banking Services. ICICI Bank is entitled at any time (without incurring any liability) to:
  - a. change the mode of operation of or add to, remove or otherwise change, end or suspend the Internet Banking Services;
  - b. disconnect or suspend operation of the Internet Banking Services temporarily (for, inter alia, updating, upgrading or routine or unscheduled maintenance work, or in the event of excess demand of the services) or permanently; or
  - c. terminate the Internet Banking Services.

You undertake to ensure that the computer, wireless and other equipment which you use to access the Internet Banking Services are well maintained and free from viruses, computer viruses and programs of any kind which may cause harm or damage, including the installation of anti-virus programs to prevent your equipment from acquiring and transmitting such viruses.

ICICI Bank shall not be liable for any defect or default in any Device, equipment or computer or system interference(s), viruses, "trojan horses" or other harmful components or defects that may interfere with the Internet Banking Services, your telecommunication or computer system or that of ICICI Bank's, any certification authority, any Internet service provider, any telecommunication service provider, any SMS Provider or other service provider.

ICICI Bank reserves the right to specify and at any time to change the type, version or specification of any software, Device, hardware or equipment that may be required to access and use the Internet Banking Services. If you do not meet such specifications, ICICI Bank reserves the right to suspend and/or terminate the operation of the Internet Banking Services without any liability.

ICICI Bank may, from time to time, designate or issue Devices and/or measures or procedures to you to allow you the use of certain Internet Banking Services related to the Devices from time to time. You are responsible for purchasing, installing, maintaining and obtaining due certification of the said Devices and other items of equipment from the relevant authority (if required).

ICICI Bank may upon your request, and at its discretion, recommend a list of Devices for your selection. ICICI Bank may, but is not obliged to, supply you with such Devices at its cost. ICICI Bank makes no warranties, express or implied, that the Devices recommended or supplied are merchantable or of satisfactory quality or will suit your computer system, equipment, hardware and/or software or is fit for any other purpose whatsoever or is free of errors. If ICICI Bank supplies the Devices, the Devices shall remain the exclusive property of ICICI Bank. The Devices must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt with or exploited in any way without ICICI Bank's prior written authorisation.

It is your responsibility to prevent any unauthorised use of the Devices issued by ICICI Bank or procured by you for use of the Internet Banking Services. In the event of any loss or unauthorised use of the Devices, or if you suspect that the Devices have been stolen, misused or tampered with, you are obliged to inform ICICI Bank immediately. Failure to do so will render you solely liable for any loss or damage arising from such theft, misuse or tampering.

ICICI Bank reserves the right to deactivate, recall or revoke the use of the Devices and, without prior notice or reasons given to you (if it is impractical to do so).

You will remain liable for liabilities incurred pursuant to Instructions received by ICICI Bank (whether authorised or not) after the Devices are lost or misplaced by you, until the certification authority, telecommunication service provider or any other relevant authority or service provider has taken the necessary steps to prevent any instructions, authorisations, data and information from being effected, transmitted or received through the said Devices.

ICICI Bank reserves the right to impose, and you undertake to pay any fees, charges and all other costs in accordance with our prevailing standard procedures for the use and/or replacement of the Devices.

## **17. Indemnity**

- a. By your (i) use and/or continued use of this Website; or (ii) access and use of the products and services provided through this Website, you signify your agreement to indemnify and to keep ICICI Bank, its Officers, nominees and agents fully and effectively indemnified against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by ICICI Bank including but not limited to, in connection with or arising from:
  1. your use of the Internet Banking Services other than in accordance with these Terms;
  2. any unauthorised instructions (including but not limited to, instructions from unauthorised person(s) and/or Instructions transmitted due to unauthorised use of the Electronic Identification) that might be transmitted through the Internet Banking Services or any instructions which are incomplete, inaccurate or garbled;
  3. the recovery of or attempt to recover from you any monies due to ICICI Bank or the enforcement of any of these Terms;
  4. any breach or non-observance of any of these Terms by you or by any other unauthorised person or entity using your Electronic Identification; and/or
  5. the misuse of the Devices (including by third parties) arising from your negligence, misconduct or breach of any of these Terms.
- b. If loss or damage to ICICI Bank's system arises from your use of the Internet Banking Services, you must indemnify ICICI Bank for any loss suffered as a result.



- c. You will compensate ICICI Bank for any loss resulting from unlawful access or use of computer equipment and services through which access to the Internet Banking Services is obtained.

Further, the Customer agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its Officers, representatives, agents and its Affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its Officers, representatives, agents or Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its Officers, representatives, agents or Affiliates is based on or arises in connection with the use of the Internet Banking Services which is a result of:

- i. violation of the Account Documents, including these Terms, by the Customer;
- ii. any unauthorised use of the Internet Banking Services by the Customer;
- iii. an misrepresentation or breach of representation or warranty made by the Customer contained herein; or
- iv. any breach of any covenant or obligation to be performed by the Customer hereunder.

The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, legal fees and costs incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

## **18. Verification**

ICICI Bank reserves the right to contact the Customer to obtain confirmation of any telephonic, electronic or other Instruction before processing any transaction but shall not be obliged and will not be liable due to any inability or failure of ICICI Bank to contact the Customer in order to confirm any Instructions.

## **19. Charges (if applicable)**

The Customer shall pay ICICI Bank all its fees, commissions and other charges at such rates and in such manner as ICICI Bank may, in accordance with its prevailing standard procedures, impose and stipulate or revise from time to time with respect to:

- a. the provision of the use or purported use of the Internet Banking Services;
- b. the execution or implementation of any Instruction;
- c. the issue, replacement or provision of any Devices or Electronic Identification to the Customer; and
- d. such other matters and transactions as it may determine from time to time. The Customer hereby authorises ICICI Bank to recover the service charges and all fees, charges, etc. for the provision and/or use of (authorised or unauthorised) the Internet Banking Services by debiting any one of the Accounts of the Customer or by sending an invoice to the Customer who will be liable to make the payment within the period specified on the invoice. Failure to do so will result in recovery of the service charge by ICICI Bank in a manner as ICICI Bank may deem fit along with such interest, if any, and/or suspension of the Internet Banking Services without any liability to ICICI Bank or any loss, damage or expense suffered by us as a result of our provision and/or your use (authorised or unauthorised) of the Internet Banking Services.

ICICI Bank may, in most cases, give reasonable notice to you of the rates and other relevant information on any fees, charges, etc. before they become effective provided that the variation is within our control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.

ICICI Bank shall be entitled to charge the Customer any goods and services tax or value added or other similar tax imposed by any applicable laws on any fees or charges payable by the Customer to it or for the provision of any Internet Banking Services applicable to the Customer.

The Customer shall reimburse ICICI Bank for any and all disbursements, costs and/or other expenses incurred by the Customer in connection with:

- a. the execution or implementation of any Instruction; or
- b. such other matters or transactions as it may determine from time to time. ICICI Bank shall be entitled to debit without prior notice any Account at any time in respect of any fees, commissions, any goods and service tax or value added or other similar tax, or any other sums due or payable by the Customer to it. The Customer further agrees that it will pay the service charges of any third party, including other financial institutions, that are imposed as a result of any Internet Banking Instructions given by the Customer and that ICICI Bank will have no liability whatsoever for such third party services charges.

If any payment has been made by us as a result of your use or purported use of Internet Banking Services:

- a. and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- b. after any payment Instruction was given on the Account but before such payment Instruction has been honoured, then we shall be entitled to correct the Account by debiting the Account with the amount paid by us.

You undertake to pay interest and charges at such rates or amounts as are specified by us in accordance with our prevailing standard procedures.

Where a transaction, or the debiting or crediting of any Account in connection with a transaction, requires the conversion of one currency into another, we are authorised to effect such conversions at the rate determined by us in accordance with our prevailing standard procedures. Customer's obligation to pay ICICI Bank the charges and all outstanding monies shall survive the termination of these Terms or the deactivation or revocation of the Internet Banking Services.

## **20. Disclosure of Information**

- a. For the purposes of this Clause 20, you agree that "Information" includes any information and data relating to you, the Accounts wherever maintained by you with the ICICI Bank or its Affiliates including data pertaining to you and your affairs and collected by ICICI Bank or other third party payment gateway providers and their respective system operators.
- b. You agree that ICICI Bank is entitled to divulge or reveal to any of its branches, subsidiaries, representative offices, agents, any Affiliates, any appropriate authority and/or public officer conducting investigations, third party payment gateway providers and their respective systems operators, the third party merchants participating in the payment gateway service, third parties providing any service to you and such other third parties including without limitation, any telecommunications service provider as ICICI Bank considers appropriate, any Information.
- c. You further agree that ICICI Bank is entitled to divulge or reveal any Information to the parties stated above, for any purposes which ICICI Bank considers appropriate, necessary or desirable, including but not limited to, upgrading or maintenance of the Internet Banking Services, providing the Internet Banking Services, printing of any documents, for effecting or executing your instructions, conducting investigations in connection with any offence, effecting the clearing, settlement and all other processes (including the preparation and generation of records and summaries) associated with the payment gateway service.

## **21. Prohibited Use**

You agree that ICICI Bank has granted you only a non-exclusive licence to use the software relating to and in connection with the Internet Banking Services. This allows you to use such software only for its intended purposes as provided hereunder. You shall not disassemble, de-compile, copy, modify or reverse engineer any such software.

## **22. Termination**

- a. ICICI Bank will terminate your use of the Internet Banking Services within a reasonable time upon receipt of your written notification.
- b. ICICI Bank reserves the right, without providing any reasons whatsoever, to forthwith end or suspend (for such period as ICICI Bank decides) your use of or ICICI Bank's provision of the Internet Banking Services (either in whole or in part) at any time, in respect of any or all of the Accounts, independently of other services provided to you by ICICI Bank, without incurring any liability. ICICI Bank may exercise this right where you have used, or ICICI Bank has reason to believe that you may use the Internet Banking Services or any of the services offered thereunder to operate any of the Accounts in breach of the agreement with ICICI Bank and/or these Terms. As far as practicable, we will give your prior notice but shall not be obliged to do so in exceptional circumstances.
- c. ICICI Bank is entitled to rely on and to carry out any Instructions received by ICICI Bank prior to the termination or suspension or your use of the Internet Banking Services. Subject to ICICI Bank's approval, you may change such Instructions provided that you comply with terms and requirements that ICICI Bank may impose, including any deadlines and periods of notice for change of Instructions to ICICI Bank.
- d. Upon termination of the Internet Banking Services, you must return to ICICI Bank all Devices (where the same are issued by ICICI Bank) and materials supplied to you and on ICICI Bank's instructions promptly destroy at your own costs any copies of the materials in your possession and/or under your control.
- e. Termination of the Internet Banking Services is without prejudice to your mandate or Instructions given to ICICI Bank in respect of any other products or services of ICICI Bank.

## **23. Right of Set Off**

Without prejudice to ICICI Bank's other rights, ICICI Bank is entitled (but shall not be obliged) at any time, in relation to your liability and without demand, to (a) deduct outstanding fees, charges, expenses and interest from any of your Accounts with ICICI Bank; and (b) combine or consolidate all or any of your Account(s) wherever situated including those in overseas branches, and to set-off any credit balances in any one or more of such Accounts, against any liabilities whether present or future, contingent or actual, primary or collateral, several or joint. ICICI Bank will as far as practicable give prior notice to you but shall not be obliged to do so in exceptional circumstances. If despite such set-off there remains an outstanding amount due (including where such amount is due to conversion of currency), you agree to pay ICICI Bank the outstanding amount due immediately. ICICI Bank is entitled to refuse any withdrawals from the accounts until any outstanding amount is fully repaid.

## **24. Withholding Tax and Grossing Up**

Unless otherwise agreed, all payments under these Terms to be made by the Customer shall be free and clear of any deductions or withholdings of any nature whatsoever. If any deduction or withholding is required by law in connection with any such payment, then (i) the sum payable (in respect of which the relevant deduction or withholding is required) shall be increased to the extent necessary to ensure that after the making of that deduction or withholding, ICICI Bank receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equivalent to what it would have received and retained had no such deduction or withholding been made.

## **25. Where Written Signatures are required**

Some ICICI Bank products or services, or the renewal thereof, may require the Customer's written signature and the Customer will be advised when this is the case. The Customer will be sent the documentation relevant to the product or service that requires signature and will have five (5) Business Days from the date of giving of

instructions by ICICI Bank to advise ICICI Bank if the material has not been received. If the Customer does not so advise, the Customer will be deemed to have received the terms and conditions and/or transaction verification.

When the Customer receives material requiring a signature, the Customer will sign it and return it to ICICI Bank within such time as stipulated by ICICI Bank. The Customer's signature will signify the Customer's agreement to the transaction in question and all terms and conditions relating to it.

## **26. No Confidentiality, Use of Information**

The Internet is not a secure medium and neither the privacy of the Customer's communications nor of visits to Website can be guaranteed. The nature of Internet communications means that the Customer's communications may be susceptible to data corruption, unauthorised access, interception and delays. The Website may include incomplete information, inaccuracies or typographical errors. ICICI Bank and any other persons involved in the management of the Website may make changes in the information and content included in the Website at any time without notice. ICICI Bank will not be responsible for any detrimental reliance the Customer may place on the Website or its contents. By entering the Website, the Customer acknowledges and agrees that any communication or material the Customer transmits to the Website, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, the Customer acknowledges and agrees that any communications, information, ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials the Customer transmits to the Website may be used by ICICI Bank anywhere, anytime and for any reason whatsoever.

## **27. Funds Transfer**

- a. You are responsible for entering the correct account number on any funds transfer instruction. If you make a mistake whilst entering the information, to correct the information click on either "Clear" or delete the information and re-enter the correct account number.
- b. You shall not use or attempt to use the Internet Banking Services to transfer funds unless you have sufficient funds in the Account (s) or have an arrangement with us for the grant of a sufficient overdraft. ICICI Bank may specify from time to time a limit for carrying out certain fund transfers or other services through the Internet Banking Services.
- c. We are not liable for any loss or damage caused by our failure to make a payment or for a late payment due to circumstances beyond our reasonable control.
- d. If you have access to funds transfer, we will act upon your Instructions to transfer funds from your Account to other accounts belonging to third parties and maintained at the Bank and/or at any other bank which falls within the e-GIRO network/FAST network or similar arrangements. You acknowledge and agree that the transfer of funds using the Onekey token Device (as defined in clause 28 below) is subject to your complying with the process prescribed by the Bank for the use of the Onekey token Device, as set out in the FAQs on the Website transaction, and also to transaction limits which the Bank may impose from time to time.

## **28. Beneficiary Registration**

- a. You (the Remitter, as defined in Section B below) need to add a Beneficiary to initiate funds transfer to them through Internet Banking Services. To add a Beneficiary, you need to follow either of the following authentication processes (as determined by the Bank subject to and as may be required by applicable laws):

### **(A) URN**

- Complete the details of your payee in your Account;
- Once we receive your payee registration request, you will follow the steps as indicated on the website and generate a unique reference number (URN) or transaction signing password ("TSP").

- To confirm the Beneficiary, you will need to enter the URN on the website. In case of local funds transfer the registration is immediate, and in case of remittances, the confirmation of registration is communicated within 1 Business Day of the submission Beneficiary registration request.

**(B) Onekey token (PIN/ TSP)**

You may be required to digitally sign using a Onekey token Device for initiating and authenticating funds transfer through Internet Banking Services. To add a Beneficiary using this method, you need to follow the process below:

- Make a request for your Onekey token Device (whether provided to you by ICICI Bank or any designated third party service provider) by logging in to your Account through the Internet Banking Services and following the instructions therein (and as available in the FAQs on Website) to create your Onekey token ID and to request for your Onekey token Device;
- Upon successfully completing your request, a Onekey token Device shall be dispatched to you (at your communication and/or registered address) by ICICI Bank or by the designated third party service provider. Subsequently, you will also receive an activation password ("PIN" or transaction signing password "TSP").
- Upon receipt of your Onekey token Device and your TSP/PIN, you will be required to log in to your Account through Internet Banking Services to activate and link your Onekey token Device to your Account using your Onekey token Device, your TSP/ PIN and your registered mobile number.
- Once your Onekey token Device is successfully activated, you can start transferring funds to your Beneficiary using your Onekey token Device for authentication of your transactions.
  - a. Please refer to FAQs section available on the Website for further details on your Onekey token Device, its registration and use. Please note that different verification parameters (e.g. SMS-OTP or Onekey or both) shall apply to a funds transfer depending upon the amount transfer thresholds which are available and updated from time to time on the Website
  - b. Please note that you can delete a previously registered Beneficiary directly from your Account online and no URN/PIN will be generated for this. Further, for making a modification in the details of Account number/sort code of a previously registered Beneficiary, you will have to first delete the existing Beneficiary and then register the Beneficiary with the correct details. The process for registering the payee will be same as described in the above clause.
  - c. You will be responsible for updating your correct mobile number with us. We will only send the URN by text message on your mobile number registered with us for certain transaction on the Internet banking Service. If you make a mistake in providing the mobile number to us, you must inform us immediately by calling on our toll free telephone number(s) listed on the Website from time to time.
  - d. You will be responsible for entering the correct details of your Beneficiary in your Account. We are not liable in respect of funds transferred to an account whose Beneficiary details have been registered by you. If you make a mistake in entering the Beneficiary details, you must immediately delete the registered Beneficiary and put in a fresh Beneficiary registration request.

**29. Miscellaneous**

- a. If any provision of these Terms is deemed unlawful or unenforceable, such provision shall be severed from these Terms without prejudice to all other provisions which shall remain enforceable.
- b. These Terms (as amended and updated from time to time by ICICI Bank) set out the terms of the agreement

between you and ICICI Bank with regard to the subject matter stated herein and supersedes all prior agreements and understandings between the parties. You agree that ICICI Bank shall have the right to amend these Terms from time to time as ICICI Bank may, in its absolute discretion, deem fit. Amendments of these Terms may be made with prior written notice to you pursuant to these Terms. If you disagree with the amendments, you may close the Account. If you continue with the Account after the effective date of the amendments, you shall be deemed to have accepted and agreed with the amendments accordingly.

- c. No forbearance, delay or indulgence by ICICI Bank in enforcing the provisions herein shall prejudice or restrict the rights of ICICI Bank nor shall any waiver of ICICI Bank's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for ICICI Bank is exclusive of any other right, power or remedy available to ICICI Bank and each such right, power or remedy shall be cumulative.
- d. In the event that ICICI Bank is unable to observe or perform these Terms by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, SMS Carrier network interruption, disturbance, overloading, malfunction, or failure, fire, flood, explosion, acts of elements, acts of God, war, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Singapore Government or by any other causes which it cannot control or reasonably be expected to avoid, the performance of ICICI Bank's obligations as affected by such causes shall be excused for the duration of the disabling event. ICICI Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused or arising from or in connection with any one or more of the above-mentioned disabling events.
- e. Except in the case of fraud, forgery or dishonest conduct, you agree to treat as conclusive evidence, and not to dispute the validity, accuracy or authenticity of, any evidence of your Instructions and communications transmitted between yourself and ICICI Bank, including such evidence in the form of ICICI Bank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, any written statement by ICICI Bank's officer confirming the posting of any notice or communication, or any other form of information storage.
- f. These Terms shall be interpreted and governed by the laws of the Republic of Singapore and you agree to submit to the non-exclusive jurisdiction of the Singapore courts.

### **30. Other Countries**

This Website can also be accessed from countries around the world other than Singapore and may contain references to ICICI Bank products, services, and programs that have not been announced in your country. These references do not imply that ICICI Bank intends to neither announce nor make available such products, services or programs in your country. ICICI Bank makes no representation that the content on this Website is appropriate or available for use in other locations, and accessing this Website from territories where its content is illegal is prohibited. Those who choose to access this Website from other locations do so, on their own initiative and their own risk and are responsible for compliance with and are subject to the relevant local laws and regulations. Those who access this website from other locations shall be responsible for all fees, charges and expenses (including and not limited to charges for overseas usage, and other charges which may be imposed by your telecommunications service provider) in connection with the use of the Internet Banking Services.

### **31. Notice**

Any notice which is required to be given by you to ICICI Bank shall be in writing and shall be sent to ICICI Bank's designated address from time to time. Any notice which ICICI Bank sends to you may be by hand, post, telex or facsimile transmission, or notice on this Website, and shall be deemed to have been received by you, if by hand on the day of delivery (to your last known address on ICICI Bank's record), if by post, on the day following the posting, if by telex, facsimile transmission, or notice on the Internet, when dispatched, despite any evidence to the

contrary and to be effective service for the purpose for which such notice, communication and/or other instruments was sent.

Notwithstanding the aforesaid, all communications (including but not limited to notices) from ICICI Bank may be (1) sent to your email address as provided by you in the application or (2) where the Bank acting reasonably considers it appropriate having regard to the nature of the communication (which for this purpose shall include general communications of information to all Customers as a whole or to any sub-group of Customers), be published on the Website or putting up of prominent notices on ICICI Bank's premises. ICICI Bank will not be responsible for your failure to receive such communications if such failure is due to (without limitation): (a) errors, faults or defects in your email program or email service provider; (b) errors, faults or defects in your telephone or telecommunication service provider (c) a wrong email address or telephone number provided by you to ICICI Bank; (d) not updating ICICI Bank of a change in email address or telephone number; or (e) your failure to regularly check your e-mail, your telephone or this Website.

Unless specified otherwise in these Terms, you may provide ICICI Bank with notice by post, fax or telephone, at the following address:

ICICI Bank Limited, Singapore Branch  
9 Raffles Place #50-01  
Republic Plaza  
Singapore 048619  
Tel: 6723 9288  
Fax: 6723 9268

or through the Website or any other physical or electronic means as stipulated by ICICI Bank from time to time.

### **32. Privacy Policy and Terms of Use**

ICICI Bank's privacy policy ("Privacy Policy") and Website terms of use (the "Terms of Use"), (which govern the use of the Website generally), are located on URLs available on the Website. The Privacy Policy and Terms of Use will govern your use of the Website and are incorporated by reference into the Terms. You must read and understand the Privacy Policy and Terms of Use before using the Website. By using the Website you agree to be bound by the Terms of Use and Privacy Policy.

### **33. Assignment**

You agree that these Terms are binding on and shall inure to your respective assignees, successors, executors and personal representatives.

You agree that you may not assign nor transfer any of your right and obligations under these Terms.

### **34. Contracts (Rights of Third Parties) Act (Cap. 53B)**

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of these Terms provided that nothing in this Clause 34 shall affect the rights of a party for whose benefit these Terms is expressed to be given.

### **35. Applicability to future Account(s)**

If you open any further Accounts with us in the future, these Terms shall apply to all such Accounts or products and/or services, as may be applicable in future at our discretion, and if you opt for the use of these Internet Banking Services, then the Terms shall automatically apply to such further use of the Internet Banking Services by you.