TERMS AND CONDITIONS FOR SAVINGS ACCOUNT

These terms and conditions ("**Terms and Conditions**") apply to and regulate the operation of the savings account offered by ICICI Bank in India and govern the general relationship (including, without limitation, all transactions relating to the operation and maintenance of the Account) between the Customer (defined below) and the relevant branch of ICICI Bank Limited ("ICICI Bank/Bank"), having its registered office at: ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, India. These Terms and Conditions shall be in addition to any other terms as stipulated by ICICI Bank from time to time on its Website (defined below) whether pertaining to the Account (defined below) or in relation to other products, services or offers provided by ICICI Bank.

Any Other Services (defined below) may be offered to the Customer at the discretion of ICICI Bank or basis the eligibility criteria of a Customer, on which specific terms and conditions may be applicable. In case of conflict between any of these Terms and Conditions and the terms and condition specified for the abovementioned Other Services, specific terms and conditions of such Other Services shall prevail.

Further, in case of inconsistency between the Terms and Conditions and any specific term and condition pertaining to a specific variant of the Account, the specific term and condition of that particular variant of the Account shall prevail.

I. Definitions

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

- i. "Account" shall mean the savings account, including but not limited to various variants of a savings account, opened by the Customer with ICICI Bank in acceptance of the Terms and Conditions and would be a domestic liability account offered by ICICI Bank in India, as more particularly described in the AOF (defined below) and other account opening documentation.
- ii. **"Account Opening Form**" or **"AOF**" refers to the relationship form for Account, whether electronic or otherwise.
- iii. **"Applicant"** refers to the Customer who has applied for opening a savings bank account with ICICI Bank whether pursuant to filing an electronic application form or application form in physical form.
- iv. "Authority(ies)" means any competent regulatory, prosecuting, tax or governmental authority, court or tribunal, in any jurisdiction, domestic or foreign.
- v. "Confidential Information" means any information relating to the Customer, their respective representatives received by ICICI Bank or its affiliates and their

respective representatives in the course of providing various products and services to the Customer/Applicant, including personal data, Customer's bank account details, transactional information, and any other information either designated by the Customer/Applicant as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary in nature.

- vi. "**Customer**" refers to any person holding an Account or maintaining any deposit, any other account, any other relationship, whether loan based or otherwise with ICICI Bank and shall include his heirs, executors, legal representatives, executors, as applicable to the specific type of Customer. In case of the Customer being a minor shall mean the minor acting through his/her natural Guardian or by a Guardian appointed by a court of competent jurisdiction.
- vii. **"Guardian/Parent"** shall mean the natural/court appointed guardian appointed under the applicable laws for a Customer who is a minor.
- viii. **"ICICI Bank Customer Care Centre"** refers to ICICI Bank Phone Banking Service provided by ICICI Bank to the Customer.
- ix. "Law/Regulation" means the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities.
- x. "Other Services" shall mean and include such additional offers/benefits/facilities offered by ICICI Bank, including but not limited to pre-approved loans, offers as an additional facility being a Customer of ICICI Bank at its sole discretion.
- xi. "Quarter" shall mean a financial quarter i.e. April June, July September, October – December, January – March in any financial year.
- xii. **"Promotional Offer/s"** shall mean additional benefits in the form of Promotional Offers provided to the Customer(s). These Promotional Offer/s may be brought to Customer(s) from time to time based on additional terms and conditions which shall be communicated with such Promotional Offer/s. The Promotional Offers are subject to the variant of both, the savings account and the debit card, opted by the customer and are subject to change from time to time at the sole discretion of ICICI Bank. The Customer shall be responsible for regularly reviewing the terms and conditions including amendments thereto as may be posted on the Website.
- xiii. "RBI" shall mean the Reserve Bank of India.
- xiv. "**Services**" shall mean the services provided by ICICI Bank in connection with the Account and more particularly described in these Terms and Conditions.
- xv. "Website" refers to the website owned, established and maintained by ICICI Bank at the URL <u>www.icicibank.com</u>.

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xvi. **"Program"**: means a relationship banking solution offered to the Customer, where the Customer needs to maintain threshold relationship across defined banking solutions and the Customer enjoys the benefits under the program.

II. Interpretation:

- i. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- ii. Words importing any gender include the other gender.
- iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.
- v. Reference to any law or legislation, regulation, rule shall mean, applicable constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.

III. Applicability of Terms and Conditions

- i. These Terms and Conditions form a contract between the Applicant/Customer and ICICI Bank. The Applicant/Customer shall apply to ICICI Bank in the prescribed AOF for opening and operation of the Account and availing of the related Services.
- ii. By applying for opening the Account, the Applicant/Customer acknowledges and agrees that he /she/they has/have read, understood and accepted these Terms and Conditions and other specific terms and conditions as pertaining to the Account variant opted by the Customer, and other products and services availed by the Customer.
- iii. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions and other terms on its Website.

IV. Account Opening:

- i. The Account opening formalities are governed by the existing policies of ICICI Bank and may be revised from time to time. The Applicant/Customer(s) will have to submit duly filled AOF (whether in electronic form or in physical form) along with the prescribed set of documents, from time to time, to the satisfaction of ICICI Bank for the completion of the Know Your Customer ("**KYC**") requirements. The Account cannot be opened for business purpose(s).
- ii. The Customer Application Form ("**CAF**") Savings Account together with the Electronic Application Form ("**EAF**"), Tariff guide/Schedule of Charges and these Terms and Conditions and other terms and conditions as available on the Website

and constitute the account opening documentation for the Account.

- iii. In case the Account is opened with an account opening cheque, ICICI Bank reserves the right not to open/activate the Account or close the account in the event the account opening cheque is dishonored for any reason whatsoever.
- iv. Any transactions undertaken from the Account, shall be in compliance with the applicable Law, including, Foreign Exchange Management (FEMA) Act, 1999 and all related rules, regulations or notifications thereunder.
- v. The Customer shall provide all particulars and information including but not limited to taxpayer information in a true and accurate manner and shall not withhold any information including if there are any insolvency proceedings initiated against them and if they have ever been adjudicated insolvent.
- vi. The Customer understands that certain particulars given by them are required by ICICI Bank in accordance with the operational guidelines governing banking companies.
- vii. The Customer shall keep ICICI Bank informed of at all times, of any change/alteration in their communication details, including, communication address and authorize ICICI Bank to update any change/alteration in their communication details, including, communication address that ICICI Bank may be informed of by them and/or is brought to the notice of ICICI Bank and hereby authorize ICICI Bank to contact the Customer on such changed address.
- viii. The Customer shall provide any further information and updated KYC documents that ICICI Bank may require from time to time and shall be required to comply with the re- KYC requirements as required by ICICI Bank from time to time.
- ix. In the event the address provided in the EAF is different from the address received from UIDAI pursuant to the eKYC, the Customer authorises ICICI Bank to send all correspondence in relation to the Account on the communication address as updated in the EAF and shall indemnify ICICI Bank for any loss/damage/liability due to updation of the communication address provided by the Customer in the EAF and for sending correspondences at the communication addressupdated in EAF.
- x. In the event the date of birth received from UIDAI during eKYC mentions only the month and the year of birth, the Customer authorizes ICICI Bank to capture in the date of birth field in the EAF as the correct date of birth.
- xi. The Customer represents and confirms that the Customer has no insolvency, bankruptcy, liquidation proceedings initiated against him/her/them nor has the Customer ever been adjudicated insolvent, bankrupt.
- xii. The opening of the Account is subject to verification, and ICICI Bank reserves the right to reject the request of the Applicant to open an Account without providing any reason. In the event where the documents submitted by the Applicants or Customers for opening an Account and/ or availing the Bank's products and services or for processing the transactions thereon are incomplete or discrepant, ICICI Bank shall notify such discrepancies and/or certain additional verification/ documentation requirements within a reasonable time through emails sent to the email ID of the Customer (as provided in the AOF). In case highlighted discrepancies remain unresolved or upon non-receipt of required documents within the stipulated time period, if any, ICICI Bank, shall have the

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right to reject the AOF of the Applicant and in accordance with its policies and procedures, ICICI Bank and its group companies shall retain the application forms and documents provided therewith at the time of Account opening, including photographs and will not return the same to the Applicant in case of rejection of the said application. In such an event the Bank shall not be liable to pay interest on the amount of deposit and shall refund the money received, if any, to the source account.

- xiii. The Customer herewith agrees to be contacted by the Bank to receive information in respect of the Account, its maintenance, alerts, payments due, updates on existing and new products, servicing of Account for sales, marketing or servicing their relationship with ICICI Bank, its group companies/associates or agents through channels, including but not limited to, telephone/mobile/SMS/email.
- xiv. If the Account is opened basis submission of Permanent Account Number ("PAN") acknowledgement, the Customer has to submit PAN within 90 days from the opening of the Account, failing which the Bank reserves the right to close or freeze the operation of the Account. Customer also undertakes to provide/inform the Bank of any change to the KYC documents provided by them, including change in communication address. The Customer further authorises the Bank to update the same in their records.
- xv. As per provision of Section 139AA of the Income Tax Act, 1961 read with Rule 114AAA and 114B of the Income Tax Rules, 1962, a person allotted a Permanent Account Number (PAN) as on the 1st day of Jul 2017, is required to link their Aadhaar with PAN on or before June 30, 2021. In the absence of linking, the PAN will become inoperative and it shall be deemed that the customer has not submitted their PAN.
- xvi. The Customer agrees and authorizes the Bank to correct any details erroneously entered in the data field in the EAF in accordance with the details mentioned in the CAF/documents submitted to the Bank for KYC purposes.
- xvii. In terms with RBI directions, RBI has prohibited Banks from dealing in any type of crypto/virtual currencies ("VCs") or provide services for facilitating anybody in dealing with or settling of VCs including transfer/receipt of money in accounts relating to purchase/sale of VCs. Customer hereby declares that he/she shall not deal with any transactions in his/her Account, relating to any type of VCs, including but not limited to, bitcoins.

V. Know Your Customer:

- i. Upon the request of ICICI Bank, the Customer(s) agrees to provide appropriate information/and or documents (including latest/recent photograph/s, identity proof, address proof, profile details of account holder/s, authorized signatories, mandate holders, beneficial owners, etc.) in accordance with the Reserve Bank of India guidelines on Know Your Customer / Anti Money Laundering ("AML") / Combating of Financing Terrorism ("CFT") issued under Prevention of Money Laundering Act, 2002 ("RBI Guidelines") to ensure that any changes/updates in the KYC/profile information of the Customers are duly updated in the records of the Bank.
- ii. ICICI Bank, in compliance with the RBI Guidelines, may make use of

communication channels which shall include but not be limited to letters, bank statements, ATM/internet banking. ICICI Bank may enable various channels through which such information can be communicated to facilitate and ease this process for the Customer(s).

- iii. The Customer(s) agree(s) and confirm(s) that the details furnished at the time of Account opening are true and correct to the best of his/her/their knowledge and belief, and he/she/they undertake to inform ICICI Bank of any changes, immediately. In case any information provided by the Customer is found to be false or untrue or misleading or misrepresenting, the Customer may be held liable for the same.
- iv. The Customer consents to receiving information from Central KYC Registry through SMS/e-mail on his/her registered mobile number/e-mail.

VI. Goods and Services Tax ("GST"):

- i. The Customer(s) agree(s) and confirm(s) that the GST Identification Number ("GSTIN") provided at the time of Account opening will be the default/ primary in case of multiple GSTIN and will be used for charging GST and reporting on the GST Network ("GSTN") portal, unless otherwise specifically requested by the Customer(s) with respect to any transaction.
- ii. The Customer(s) hereby agree(s) and confirm(s) that the information given of GSTIN with respect to the number and billing address to ICICI Bank at the time of Account opening is correct and ICICI Bank can update the same in its records.
- iii. The Customer(s) further agree(s) and confirm(s) that the information provided by the Customer can be used by ICICI Bank for the purpose of charging GST and reporting of transactions on the GSTN portal and for other aspects related to it and to reporting to states under the GST act and the applicable rules in this regard, as amended from time to time.

VII. Operating Accounts:

- i. The Account may be opened in the name(s) of:
 - a. An individual in his/her own name.
 - b. Two or more persons in their joint names.
- ii. All the Accounts maintained in the name of an individual shall be operated in single name by the individual or the power of attorney holder of such individual and in the case of joint Accounts, by the Account holders jointly, or by either of the jointholder/s or as may be specified by the joint account holder/s in the Account Opening Form, or by their power of attorney holders and accepted by ICICI Bank, in its discretion.
- iii. In case of joint Accounts, any change in operational instructions with regard to the Account Opening Form would have to be given by all the joint Account holders irrespective of the mode of operation. The joint holder/s (Customers), authorizes the primary applicant, to access the Internet Banking, Phone Banking and Mobile Banking modes/channels (including WhatsApp) as provided by the Bank and the joint holders/s (Customers) agree that the Bank shall not be held liable for acting upon the instructions of the primary holder or any errors, liability, negligence,

defaults, or omission that occur due to the aforesaid authorization.

- iv. ICICI Bank, may, send through courier or post, on the registered address/specified address other than the registered address (if specifically requested by the Customer) or; on Customer's registered email address or; an SMS alert on the registered mobile number from time to time, statements of Account, balance confirmation certificate, cheque books, debit cards, various PIN mailers and such other items relevant or pertaining to the Account. It is incumbent upon the Customer to intimate change in their demographic information (including but not limited to e-mail address, mobile number), if any, immediately. ICICI Bank shall not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing/communication address.
- v. The Customer(s) is/are expected to examine the entries in the Account statement/passbook on receipt, and draw the attention of ICICI Bank to any errors or omissions that might be discovered. ICICI Bank does not accept any responsibility for any loss arising out of failure on the part of the Customer to carry out examination of entries in the passbook/Account statement and to point out such error and/or omission within fourteen (14) days from the date of the Account statement/updation of passbook.
- vi. The Customer shall open the Account with a minimum balance as prescribed by ICICI Bank. The Customer shall be responsible for maintaining a Monthly Average Balance ("MAB") during a month. Failure to maintain the prescribed MAB may attract charges and such charges may be deducted by ICICI Bank from the Customer's Account. The Customer agrees that for each account variant and product feature offered, MAB requirements might vary and the Customer(s) agrees that he/she/they have read and understood the respective MAB requirements to be maintained and the default charges in respect of non-maintenance of the MAB in the respective product variant. For all details on the MAB requirement, the Customer may refer the Schedule of charges/Tariff Guide or the Website.
- vii. The Customer confirms that the Customer has received a copy of the Tariff Guide/Schedule of charges applicable for the services and for non-maintenance of MAB. The Bank may, at its sole discretion, amend any of the services and charges from time to time, completely or partially, with or without notice. The Bank shall have the right to debit Account, with respect to such applicable charges/modified charges (including but not limited to charges with respect to debit card).
- viii. The Customer(s) is/are expected to provide PAN or Form 60 or any other document as may be prescribed by tax Authorities from time to time for opening the Account, acceptance of cash deposits etc. in accordance with the provisions of the Income Tax Rules, 1962 and its regulations, as amended from time to time, for compliance thereof.
 - ix. The Customer(s) agree(s) that in case of a joint Account with mode of operation as anyone or survivor, either of the joint Account holders may create a fixed deposit/recurring deposit by placing a request through ICICI Bank branches, ATM, phone banking, internet banking or mobile banking channels as made available by ICICI Bank from time to time. The Customer(s) agree(s) that such a fixed deposit/recurring deposit shall be created in the name of all the Account holders with mode of operation as anyone or survivor and the Customer(s) shall be bound

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by the terms and conditions applicable to such fixed deposit/recurring deposit as available on the Website and as otherwise communicated to the Customer or to a fixed deposit created by renewing/auto-renewing a fixed deposit. The Customer/s also understand that for availing a loan against such fixed deposit or for premature termination of such a fixed deposit/recurring deposit or any fixed deposit created by renewing / auto- renewing a fixed deposit, written consent of all the fixed deposit/recurring deposit holders would be required in the manner specified by ICICI Bank. The Customer(s) shall not raise any dispute / claim against ICICI Bank for creating/closing a fixed deposit/recurring deposit in the manner specified above and shall keep ICICI Bank indemnified against any loss / harm suffered by ICICI Bank with respect to any dispute

/ claim raised by anyone / any third party.

- x. The obligations with respect to the Account and operations of the Account are subject to all applicable Laws (including, without limitation, any governmental acts, orders, decrees, guidelines, rules and regulations including fiscal exchange control regulations). The Customer understands and confirms that the Bank will be entitled at all times, to act in accordance with applicable Laws, without requiring to provide prior intimation of such actions to the Customer. Any and all limits/constraints imposed by applicable Law shall apply to the Account and the facilities. The Customer further agrees and confirms to comply with all applicable Laws at all times.
- xi. As per RBI Guidelines the Bank will automatically convert a fully KYC compliant Account into a 'Senior Citizen Account' on the first/primary Account holder completing 60 years based on the date of birth available/updated in the Bank's records.
- xii. In case the Customer has, submitted a document deemed to be Officially Valid Document ("OVD") supporting the communication address for opening the Account and the Customer has to submit an OVD with updated communication address to the Bank within 3 months from Account opening date failing which Bank reserves the right to take appropriate action, including freeze/closure of Account. In this event, ICICI Bank shall not be liable or responsible for any losses or damage that the Customer may suffer as a result of non-credit of any amount/dishonour of any cheque or default of Electronic Clearance Service /standing instruction presented for payment after the account has been closed. In the event of any credit balance in the Account at the time of closure of the Account, the Customer may visit the nearest branch with a duly signed request letter and original id proof to claim the funds.
- xiii. The Customer authorizes the Bank to issue ICICI Bank debit card and enable provisions of internet banking, phone banking and mobile banking services on terms and conditions of internet banking services, phone banking and mobile banking as available/ set forth on the Website.
- xiv. In the event of multiple Customer IDs with the Bank, the Bank reserves the right to consolidate the Customer IDs, as it may decide, without any prior notice to the Customer.
- xv. For Salary Account (if applicable)
 - a. The primary Account holder, in employment with the employer, acknowledges and confirms that the employer has the full right to reverse any instruction

given by them to credit the Account for any amount and the Customers, will not dispute or hold the Bank responsible for any such debits in the Account. For this purpose, the entity/ organization from whom the last salary credit has been received shall be considered as the employer.

- b. While there is no MAB requirement for Salary Account. However, in case there are no salary credit(s) for 3 consecutive months, even if other transactions are being conducted, then ICICI Bank may choose to (with or without notice to the Customer):
 - i. not treat such a Salary Account as a salary variant; and/or
 - ii. migrate the Salary Account to a variant other than the Salary variant held by the Customer and

the Customer may/may not be required to maintain the MAB as applicable from time to time (Click here for details - https://www.icicibank.com/servicecharges/regular-savings-account.page?) on the revised Account variant and shall have to comply with the schedule of charges and the other terms and conditions as applicable to the specific Account variant.

The Customer understands that post conversion of the Salary Account to a non-salary variant (as detailed above), if ICICI Bank identifies that there are salary credits received in the Account for 3 consecutive months, ICICI Bank at its sole discretion has the right with or without prior notice or intimation to convert the said Account back to a Salary Account variant in line with the salary credits received and the Customer shall have to comply with the terms and conditions of the Salary Account as applicable.

In addition to other Account closure rights of ICICI Bank, in the event there are no salary credits for 3 consecutive months, and there are no transactions in the Salary Account/ the Salary Account is not maintained by the Customer in a manner satisfactory to ICICI Bank, ICICI Bank also reserves the right to close the Salary Account and terminate the relationship; or to freeze all operations in the Salary Account.

xvi. The Customer understands that by enrolling into the "Program", the Customer will be required to maintain threshold values as defined under the program at least once in three consecutive months.

The thresholds defined are as follows:

For the Prime Program: Relationship Value

- 1. Savings, Deposits and Current Account* (Liability Relationship): INR 5 L
- 2. Liability Relationship + Assets# + Demat Balances ^ : INR 10 L
- 3. Home Loan Disbursement: INR 25 L
- *Only Individual Current Account & Proprietors account

#Disbursement value of Auto Loan, Education Loan, Personal Loan, Business Loan (Individual Current Account Holder/Proprietor), Credit Card spends (Avg. in FY) ^ Equity Balances only Relationship Value 1. Savings, Deposits and Current Account* (Liability Relationship): INR 10 L

2. Liability Relationship + Assets# + Demat Balances ^ : INR 20 L

3. Home Loan Disbursement: INR 50 L

*Only Individual Current Account & Proprietors account

#Disbursement value of Auto Loan, Education Loan, Personal Loan, Business Loan (Individual Current Account Holder/Proprietor), Credit Card spends (Avg in FY)

^ Equity Balances only

There is no other minimum balance commitment criteria across the Savings Account.

All Asset values are defined based on the disbursement value of the asset. If the asset disbursed is active in the quarter of evaluation, then the disbursed value is added to the total relationship value. Credit Card spends are taken as an average in the given Financial Year.

Only Individual Current Account holders and Proprietor current accounts will be considered for the Current Account balances and fixed deposits linked to the current account.

Savings Account and Current Account balances will be taken at a monthly average balances. Fixed deposits will be taken as Month end balances.

The Customer can add immediate family members (up-to 5 members including the customer) to the program. All the family member's relationships including cumulative value of the savings, eligible current accounts, deposits, asset values, credit card average spends (including add on cards), will be considered for the cumulative threshold value under the program.

Program Features and Benefits (the "Features")

1. Features refers to any of the facilities, discounts, services or arrangements offered to the Account Holder(s) as a result of being a part of the Program. The Features may be introduced/amended from time-to-time and may vary by Program type. Features may also vary within the same Program, depending on whether the Account Holder(s) continues to satisfy the prevailing criteria for that Program.

2. The Features are applicable till the time the Account Holder(s) is a part of the Program.

3. The program benefits are applicable only for Resident Indian Individuals.

4. Taxes as applicable would be charged separately.

5. The Bank reserves the right to appoint / change the Relationship Manager of the customer.

6. Locker is subject to availability at branch

7. If the threshold criteria required as per Program eligibility are not maintained for a consecutive three months, the Bank reserves the right to withdraw the prevailing Program Features, with prior intimation. In case of such withdrawal of prevailing Program entitlement, all the existing Program Features (e.g. discounts, services etc.) will be withdrawn and instead the The Bank shall not be responsible / liable in any manner whatsoever for any costs, losses, damages or expenses, or other consequences, caused by reason of such instance/ migration/downgrade

When the Customer signs up for the program, the customer has a minimum of 90 days to meet any of the threshold levels defined under the program. For e.g. a customer who is on boarded in the month of August, will have to meet the program threshold criteria by December.

If the customer has not met the Program Threshold Criteria for three consecutive months, the Customers will be regraded to the eligible program based on their existing thresholds. In case the customer does not meet the threshold of the Prime program, the customer will be downgrade from the program and the benefits of a Regular account will be offered to the Customer. In case the customer has opted for Family banking under the program, the benefits of the entire family will be regraded to a Regular Family Account and the corresponding benefits will be applicable.

If the Customer and/or the family accounts are regraded to the Regular variant, the Customer will need to maintain the average balance thresholds under the Regular variant and in absence of maintaining the charges, fees as defined under the Schedule of charges will be levied on the customer account. In case of family banking relationship, the charges will be levied only on the primary account holder.

VIII. Foreign Account Tax Compliance Act ("FATCA")/ Common Reporting Standard ("CRS") declaration

- i. The Customer(s) understand(s) that Bank is relying on information provided by the Customer in AOF for determining Customer's/s' status as FATCA/CRS compliant and, understand that the Bank is not able to offer any tax advice on FATCA/CRS status or its impact.
- ii. The Customer(s) agree(s) to submit a new form within 30 days if any certification or information in the FATCA/CRS becomes incorrect.

IX. Cheque Book:

i. Cheque book facility will be provided to the Customer for making withdrawals of funds/make payments from the Account. Cheques issued will be honored based

on clear funds as per the opening balance in the Account on the day that the cheque is presented to the Bank for payment. Cheque book facility will be provided at the discretion of the Bank and may be withdrawn if the facility is not used in accordance with Bank terms and conditions by the Customer. In this regard particular mention is made of the Bank's right to withdraw the cheque book facility if cheques issued by the Customer, on the Account are frequently dishonored due to insufficient funds being maintained in the Account. Frequent dishonor of cheques issued on the Account due to insufficient funds being maintained in the Account may also result in closure of the Account by the Bank.

- ii. Cheque books for the Account, internet banking user id and password may be couriered directly to the mailing address given by the Customer provided all formalities for the Account opening are completed. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book or through ATMs subject to satisfactory conduct of the Account. Cheque books are normally issued free of cost, however, ICICI Bank reserves the right to recover the cost of the cheque book requisitioned.
- iii. Alterations, if any, on cheques are required to be authenticated by the drawer's signature against each such alteration. ICICI Bank reserves the right to refuse payment of cheques that have been altered if considered by ICICI Bank to be ambiguous or suspicious in any way, unless the alteration is authenticated by the drawer under full signature as per the specimen on record with ICICI Bank, or if received for payment more than three months after the date the cheque is drawn. Cheques should be drawn in such a way as to prevent alteration after issue and the drawer's signature should be uniform with that on record.
- iv. ICICI Bank will record and accept instructions from the drawer for stopping payment requests against cheque(s) that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by ICICI Bank, prior to presentment of such cheques at ICICI Bank or in the case of e-cheques, only if stop payment requests are logged prior to payment of moneys against the same, and ICICI Bank shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to ICICI Bank prior to receipt of instructions, if any, from the drawer of the cheque(s) or in the case of e-cheques, if the stop payment requests are logged after payment against such cheques has been initiated by ICICI Bank. ICICI Bank may charge a fee for such countermanding instructions. ICICI Bank may not honour and/or return cheques unpaid which are altered, if considered by ICICI Bank to be ambiguous or suspicious in any way, or if received for payment more than three months after the date the cheque is drawn.
- v. Customer should issue cheques in the Account only after making prior arrangement of funds in the Account to avoid returns/dishonour. If a cheque issued by a Customer is required to be returned for insufficient balance in the Account or for being in excess of the arrangements, a fees/charge/interest may be levied by ICICI Bank. If any cheque deposited by the Customer is returned unpaid, service charge may be recovered from the Customer. In case of large number of returns/dishonours in the account, the Bank reserves the right to take corrective action for the specific accounts as deemed fit including withdrawal of the cheque book facility or closure of the Account by the Bank. The Bank's decision in this

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regard shall befinal.

X. Demand Drafts / Pay Orders:

- i. The Customer may place a request for issue of demand drafts / pay orders (the "Instrument") by visiting ICICI Bank branch or through the ICICI Bank Customer Care Centre or through such other mode, subject to such terms and conditions, as ICICI Bank may intimate from time to time. In the event the Customer places a request through ICICI Bank Customer Care Centre, of such amount as may be intimated by ICICI Bank, he/she may thereafter collect the same from any Instrument issuing ICICI Bank branch chosen by the Customer on the same day of placing such request or within such time as may be intimated to the Customer by ICICI Bank, failing which the Instrument will be sent to the communication address of the Customer last recorded in ICICI Bank's records. In such an event, ICICI Bank shall be at a liberty to recover charges for such delivery. ICICI Bank shall not be responsible on account of non- delivery or delays in delivery or non-receipt of the Instrument.
- ii. ICICI Bank reserves the right to discontinue this service at any time without prior notice to the Customer.
- iii. ICICI Bank shall have the right to reject the request in the event of insufficient balance at any point of time from acceptance of request till dispatch of the Instrument to the Customer. ICICI Bank shall be entitled, at its sole discretion, to accept or reject such requests. The provision of such service shall be subject to such charges as may be applicable and the Customer authorises ICICI Bank to recover such charges by debiting the Account.
- iv. The Customer may request for cancellation of the Instrument in the event the request for issue of the Instrument is placed through ICICI Bank Customer Care Centre, provided such request for cancellation is placed while the Instrument is still within the possession of ICICI Bank.
- v. If the Instrument is lost or has to be cancelled once the same is with the Customer or his agent, the request for cancellation shall only be accepted at the Instrument issuing ICICI Bank branch.

XI. Safe Keep of Debit Card, Passwords, Cheque Book etc.:

The Customer shall be solely responsible for the safe-keeping and the confidentiality of the statements of Account, balance confirmation certificate, cheque books, debit card/credit card and their PINs, user id and passwords relating to internet banking and such other items relevant or pertaining to the Account.

XII. Conduct of Account:

- i. A Customer may request for transfer of his/her Account from one branch to another branch of ICICI Bank online, or by giving a written request at the ICICI Bank branch in which the Account was opened. The Savings Account and linked fixed deposits, if any, will get transferred to the branch, as stipulated by the Customer, within 2 working days from the date of such a request being made.
- ii. Transactions are entertained during banking hours at the branch where the Account

is maintained or at any other ICICI Bank branches under Any Where Banking (AWB). ICICI Bank shall not be liable for any delay on any account of failure of connectivity. AWB will not be available on the day(s) when the branch where the Account holder has his/her relationship, is closed.

- iii. Standing instructions are accepted, free of charge, for transferring funds from the Account to fixed deposits or recurring deposit accounts. Other standing instructions are subject to service charges.
- iv. ICICI Bank, in its sole discretion, may restrict the number of withdrawals in the Account.

XIII. Dormant Account:

- i. ICICI Bank may classify an Account as:
 - a. Inactive: if there are no Customer-induced transactions for 12 consecutive months in the Account.
 - b. Dormant: if there are no Customer-induced transactions for 24 consecutive months in the Account. i.e. no Customer-induced transactions for 12 consecutive months after the Account has become Inactive
- ii. **'Customer-induced transactions**' shall mean any credit or debit transactions done by a Customer in the Account through the following modes:
 - a. Transactions through cheque
 - b. Cash or cheque deposit
 - c. Withdrawal or deposit through an ATM
 - d. Transaction through internet
 - e. Transaction by NEFT
 - f. Inward /outward bill remittance
- iii. ICICI Bank may, in its sole discretion, deny Services and/or any transactions in the Account of a Customer, which has been classified as Inactive or Dormant, as described above.
- iv. The Customer agrees that in accordance with the Depositor Education and Awareness Fund Scheme, 2014 under Section 26A of Banking Regulation Act, 1949, whereby the amount to the credit of any account in India with any bank which has not been operated upon for a period of ten (10) consecutive years or any deposit or any amount remaining unclaimed for more than ten (10) consecutive years shall be credited to the Depositor Education and Awareness Fund ("**DEAF**"), on each calendar month from the expiry of the said period of ten (10) years.

XIV. Collection Facility:

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

- ii. The Customer acknowledges that the Customer will not derive ownership (or any other rights) over the funds mistakenly or erroneously credited to his/her Account and will not have any rights or claims whatsoever over such funds and is obliged to repay or return such funds forthwith on the Bank requiring the same.
- iii. The Bank reserves the right and the Customer hereby authorises the Bank to reverse any entries erroneously passed, with or without notice to/from the Customer; and to debit/credit the Account to the extent required to correct any erroneous entries that may have been inadvertently made by the Bank. Furthermore, the Customer hereby provides his/her/ their consent to the effect that, in the event of receipt of any claim by the Bank, claiming erroneous / mistaken credit of funds into the Account, due to any reason, it shall be lawful for the Bank to reverse such entry by debiting the Account and credit such claimant, subject to such safeguards and measures as the Bank may deem necessary or appropriate provided, if such claim is made by:
 - a) A third party Bank, then the Bank shall be entitled to reverse such entry, under due intimation to the Customer; or
 - b) any person/corporate/other third party, then the Bank shall be entitled to reverse such entry after obtaining consent from the Customer, and the Customer shall not unreasonably withhold or unreasonably delay the consent.
- iv. Local cheques, etc., may be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings. Withdrawals against clearing cheques will be normally permitted only against cleared balances as per applicable clearing house rules.
- v. In cases where a cheque is returned, the amount in respect of which had already been credited to the Account and/or in respect of which withdrawal was permitted, ICICI Bank will reverse the credit of such amount and debit the amount equal to the amount of the returned cheque. In such cases, if the Account does not have sufficient funds, the outstanding amount shall be deemed to be a temporary overdraft granted to the Customer and the Customer is bound to repay the amount immediately on demand by the Bank. In debiting the amount as aforesaid, ICICI Bank would debit the amount credited or the INR amount equivalent to the relevant foreign currency denominated cheque, whichever is higher. The service charges, and other charges as applicable will also be levied by ICICI Bank in such instances.

XV. Overdrawing:

- i. If for whatever reason the Account has a been overdrawn or the Account has a debit balance, Customer shall be liable to pay interest and other charges in accordance with ICICI Bank's prevalent rates and practices on the amount so overdrawn or on the debit balance. Any temporary overdraft in the Account should be construed as a one-time facility only and not a continuous arrangement, unless otherwise agreed to, by ICICI Bank in writing.
- ii. The Customer further agree and undertake to repay such amounts along with P a g e 15 | 59

interest and other amounts in accordance with the Bank's prevalent rate(s) and practice. The Customer hereby further undertake to service/fulfil any payment/repayment obligations pursuant to any loan/ credit facility(ies) availed by the Customer, either via Internet Banking or otherwise and disbursed into the Account maintained with the Bank in accordance with the applicable terms and conditions.

XVI. Charges / Fees:

- i. Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed on the Website from time to time. Charges will be debited from the Account at such intervals as may be deemed fit by ICICI Bank.
- ii. ICICI Bank will also have the right to set-off the Service charges, charges for nonmaintenance of MAB or any wrong credit or late returns reported by the correspondent bank /counter party by debiting the Account, without requirement of providing further notice or seeking additional consent / authorisation. In case balance in the Account becomes overdrawn as a result of such set-off, ICICI Bank will be entitled to charge interest at such rates as ICICI Bank may deem fit in its sole discretion, for the period for which the Account remains overdrawn at any time during the maintenance of the Account. In case of any shortfall in the Account or in the event of closure of the Account, the Customer shall be liable to pay the amount outstanding on account of charges / interest or otherwise to ICICI Bank, forthwith, without demur or protest. ICICI Bank, at its sole discretion, may levy service charges for the facilities provided by ICICI Bank, in parts subject to maximum limit/s as decided by the Bank from time to time.
- iii. The Customer agrees and confirms that in the event any of the Services in connection with the Account are or become liable to tax under the applicable Laws and regulations, the Customer shall bear all the taxes or duties (by whatever name called) in connection with such Services and ICICI Bank is hereby authorised to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent/authorisation.
- iv. The Customer(s) authorizes the Bank to debit his/her/their Account for opening a fixed deposit /recurring deposit /applying for a feature based debit card/any other applicable services obtained my me/us from the Bank through various channels.
- v. The Customer(s) agrees to abide by the Terms and Conditions for fixed deposit and Terms and Conditions for recurring deposit (as applicable) and other terms and conditions as applicable for the respective additional product/service opted by the Customer(s) as available on the Website including but not limited to the charges, interests applicable in relation to the fixed deposit /recurring deposit, charges applicable in case of premature withdrawal of an fixed deposit , insufficient balance in case of a recurring deposit.
- vi. In the event of occurrence of any of the above events, the Customer shall receive balance amounts, net of all deductions made as per these Terms and Conditions. The Customer shall be intimated at the last address provided by the Customer and required to collect all such amounts, from ICICI Bank; in case the Customer does not collect the amounts within the time period stipulated by ICICI Bank in the communication sent to him/her as above, then ICICI Bank shall send the amounts at

the last updated/registered communication address of the Customer and will not be liable for any reason whatsoever in case of non-receipt of such amount/s by the Customer or any losses or damages incurred by the Customer as a consequence thereof.

- vii. ICICI Bank reserves the right to waive or reduce the fees/charges and to withdraw any such benefit at any time without prior notice to the Customer and without any liability to ICICI Bank.
- viii. The customer understands that any cash withdrawals above Rs 20.0 lakh, is subject to tax, as per the applicable laws ("Tax Liability"); to be payable by the customer at the time of withdrawal, as per rates (and applicable limits) specified by the government authorities. In order to recover the amount in relation to such Tax Liability and to ensure compliance with the applicable taxation laws, ICICI Bank may mark a lien on the account or any other account, which the customer may hold with ICICI Bank, to the extent of the Tax Liability calculated. The customer agrees and confirms that he/she shall not hold ICICI Bank responsible for any claims in relation to such lien or deductions made by the Bank, towards such Tax Liability.

XVII. Holiday Processing:

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

XVIII. Pass Book / Statement of Account:

- i. ICICI Bank shall offer, free of cost, to individual Customer(s) the option of availing a passbook or a monthly e-mail statement of the Account. In case of Customer(s) other than individuals, a physical monthly statement/e-statement of Account shall be issued free of cost by ICICI Bank.
- ii. In addition to the aforesaid, the physical monthly statement of Account for the previous months shall be available to all Customer(s) on request, free of cost, at any ICICI Bank branch. Customer(s) shall also be able to view/download the statement of Account from the Website in relation to their Account(s) with ICICI Bank as per the process prescribed in this regard by ICICI Bank from time to time.
- iii. Unless disputed by the Customer within fourteen (14) days of mailing of the statement of Account /posting of entries in the passbook of the Customer, the same shall be deemed to be accepted by the Customer. ICICI Bank reserves the right to rectify discrepancies in the statement of Account/passbook, if any, at any

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point of time. If Customer delays in examining the statement of Account /passbook or in reporting a problem or not-error, it may affect ICICI Bank's ability to resolve the problem, and Customer shall be liable for the losses that may occur pursuant to the delay.

- iv. All the statements of Account will be mailed to Customer's communication address / registered E mail ID as per ICICI Bank's records provided by the Customer. ICICI Bank shall not be responsible for statements of Account lost in mail/post/undelivered. The Customer shall be required to contact ICICI Bank promptly if the statement of Account is not received and request for a duplicate statement of Account, if required. At the request of the Customer, the statement of Account may be sent to the Customer's e- mail address. Customers are required to verify the authenticity of the emails received by them and ICICI Bank shall not be liable in the event any statement of Account is received by the Customer's from fraudulent persons / impostors. ICICI Bank shall not be liable in the event of any defects or failure in the computer system / network of the Customer on account of receipt of email/s by the Customer from ICICI Bank.
 - v. The statement of Account/s issued to Customer(s) in the aforesaid manner shall be deemed to be an invoice/bill/challan issued by ICICI Bank with respect to the Account(s) of the Customer(s) under the applicable law as amended from time to time.
- vi. Duplicate copies of statement of Account shall be issued at the request of the Customer for a fee, as intimated by ICICI Bank, from time to time. Ordinarily, duplicate copies of statement of Account shall be issued only for a period not exceeding 36 months prior to the date of request.

XIX. Payment of Interest:

Interest is calculated on a daily basis on the daily closing balance in the Account, at the rate specified by ICICI Bank in accordance with Reserve Bank of India directives. The interest amount calculated is rounded off to the nearest rupee. With effect from March 30, 2016, interest will be paid quarterly in March, June, September and December.

XX. Death or In-competence:

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

XXI. Nomination:

Nomination facility is available for the Account in the names of individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Customer duly witnessed by a third person in cases of accounts opened with customer's thumb impression. The Customer should ensure that he/ she gets/ is given the acknowledgement as per the nomination rules framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form/in the manner stipulated by ICICI Bank to revise the nomination during the

maintenance of the Account with ICICI Bank.

XXII. Advantages of Nomination:

- i. The Bank actively recommends that all Customers avail nomination facility. The nominee, in the event of death of the Customer(s), would receive the balance outstanding in the Account. Nomination facility is intended only for individuals Account holders. This is also applicable to deposits having operating instructions "Either or Survivor". It may be noted that in the case of a joint Account, the nominee's right would arise only after the death of all the holders.
- ii. The Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor(s) to its sole satisfaction, and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate and/or a duly probated will. In case the Account is a joint account, the Customer agrees that in the event of death, insolvency or withdrawal of any one or more of the Account holders, the then surviving holders shall have full control of the monies then and thereafter standing to the credit of the Account and shall be entitled to withdraw the same and shall be fully liable for any liabilities that may arise by reason of their being holders of the Account and hold the same in trust for the other survivor/survivors/legal heirs of the deceased Customer, provided there is no order from a competent court restraining the Bank from making any payment from the Account of the deceased Customer and/or there is any dispute among the survivor or survivors or legal heirs. Without prejudice to the foregoing, in the event of death of a Customer, the Bank reserves the right to pursue all courses available to it under Law and equity at its discretion to recover anv amounts that are payable to the Bank, from the survivors/heirs/executors/administrators of the Customer.

XXIII. Sharing of Information:

(i) The Customer undertakes and authorises ICICI Bank, its group companies to exchange, share or part with all the information, data or documents and to make references and enquiries which ICICI Bank/its group companies consider necessary in respect of or in relation to his/her application/further applications to other ICICI group companies / banks

/ financial institutions / credit bureaus / agencies / statutory bodies /tax authorities /central information bureaus/ such other persons as ICICI Bank / its group companies may deem necessary or appropriate as may be required for use or processing of the said information

/ data by such person/s or furnishing of the processed information / data / products thereof to other banks / financial Institutions / credit providers / users registered with such persons / credit bureaus / agencies / statutory bodies /tax authorities /central information bureaus and shall not hold ICICI Bank / its group companies liable for use of this information.

(ii) The Customer agrees and confirms that the credit information bureaus and/or any other agency may use and process the said information and data disclosed by ICICI Bank to them, in the manner as deemed fit by credit information bureaus and/or any other agency. Further, the Customer also confirms and permits the credit information bureaus and/or any other agency to furnish for consideration the processed information and data or product thereof prepared by them to the banks/financial institutions and/or any credit grantors or registered users as may be specified by the RBI in this behalf or any other applicable Law.

- (iii) Data held by the Bank relating to Customers will be kept confidential but the Bank may, at its sole discretion, provide such information to the categories of persons set out below. The Customer and/or the borrower hereby irrevocably authorises the Bank to disclose, as and when the Bank is required to do so by applicable Law or when the Bankregards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any account or the facility of the Customer and/or the borrower with the Bank or any ICICI Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his account(s) or other assets or credit facilities whatsoever held on the Customer's behalfto:-
 - a. the head office of ICICI Bank, any of its affiliates, group companies, subsidiaries or its holding company, branch offices in any jurisdiction or third parties ("Permitted Parties") engaged by the Bank for any such services/operations including but not limited to centralise or outsource its data processing and other administrative operations;
 - b. the agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties, have the same degree of confidentiality obligations as is agreed between the Permitted Parties and the Bank;
 - c. any actual or potential participant or sub-participant in, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing);
 - d. any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party;
 - e. any court, tribunal, regulatory, supervisory, governmental or quasigovernmental authority with jurisdiction over the Permitted Parties.
 - f. auditors, professional advisers and any other person(s) under a duty of confidentiality to the Permitted Parties;
 - g. vendors, installers, maintainers or service providers of the Permitted Parties computer systems;
 - any exchange, market, or other authority or regulatory body having jurisdiction over the Permitted Parties, its head office or any other branch of the Permitted Parties or over any transactions effected by the Customer or the borrower or for the Customer's or the borrower's account including but not limited to NPCI, CKYC, UIDAI, RBI, Enforcement Directorate ("ED"), police authorities;
 - i. any party lawfully authorised by law to make such demand or request;
 - j. any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms and Conditions;
 - k. any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of Services in respect of the Customer's or the borrower's account(s) or

facilities (as the case may be) or in connection with the operation of the Bank's business;

- any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers, whether in India or elsewhere, for the purposes of or in connection with interactions with the Customers or providing Services to the Customers or the borrower's or processing transactions pertaining to the Customers' or the borrower's Accounts orfacilities;
- m. in case of a wire transfer to the beneficiary bank to whom the transfer is being made.
- n. a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawee;
- o. a person making payment into the Account (by providing a copy of a deposit confirmation slip which may contain the name of the Customer);
- p. credit reference agencies and, in the event of default, debt collection agencies;
- q. any person to whom the Bank is under an obligation to make disclosure under the requirement of any law binding on the Bank or any of its branches.
- (iv) The Customer hereby irrevocably authorises ICICI Bank to extract their call records or related information as may have been disclosed by us with/ to any third party service providers in relation to services/ facilities offered to them by such third party service providers on account of existing banking relationship with ICICI Bank.
- (v) From time to time, it will be necessary for Customers to supply the Bank with data in connection with the opening or continuation of Accounts or the provision of banking facilities and services. Failure to supply such data may result in the Bank being unable to provide any of the above services or facilities. It is also the case that data are collected from Customers in the ordinary course of the banking relationship, for example, when Customers write cheques, deposit money or apply for credit. This includes information obtained from credit reference agencies.
- (vi) The purpose(s) for which Customer data may be used are as follows:
 - a. the processing of applications for, and the daily operation of the services and credit facilities provided to Customers;
 - b. conducting credit checks (including without limitation upon an application for consumer credit and upon periodic review of the credit) and data verification;
 - c. assisting other financial institutions to conduct credit checks and collect debts;
 - d. ensuring ongoing creditworthiness of Customers;
 - e. designing financial services or related products for Customers' use;
 - f. marketing financial services or related products to Customers;
 - g. determining the amount of indebtedness owed to or by Customers;
 - h. creating and maintaining the Bank's credit and risk related models;
 - i. collection of amounts outstanding from Customers and bills providing security for Customers obligations;
 - j. meeting the requirements to make disclosure under the requirements of any law, rule, regulation, order, ruling, judicial interpretation or directive (whether or not having the force of law) applicable to ICICI Bank and its agents and affiliates;
 - k. enabling an actual or proposed assignee of the Bank, or participant or sub

participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub participation;

- I. any other purposes permitted by Law; and
- m. purposes relating to any of the above.
- (vii)Any Customer with an account or service with any branch of ICICI Bank located outside India hereby agrees to provide on a voluntary basis all his/her/their personal and account information and records to the Bank which, together with any information generated or received by the Bank, may be collected and kept by the Bank (including any agent or subcontractor appointed by the Bank) in any country (as the Bank may consider appropriate) for the purposes of the Bank maintaining its relationship with the Customer and offering or providing services on accounts or investments made with or through the Bank or other future services or products used by the Bank to carry out matching procedures whether or not for the purpose of taking adverse action against the Customer(s) or maintain a credit history (whether or not the relationship with the Bank is terminated) for the Bank's present or future reference.
- (viii) The Customer and/or the borrower hereby agrees and consents that the Bank shall be entitled, in connection with the Customer's or the borrower's application for any Account, facilities or Services provided by the Bank, or during the course of the Customer's or the borrower's relationship with the Bank, to obtain and procure information pertaining to the Customer or the borrower or any of his/ her/ its accounts, legal or financial position from whatever sources available to the Bank.
- (ix) Data may be transferred overseas pursuant to the provisions of this clause.
- (x) The information disclosed pursuant to this clause may be subject to further disclosure by the recipient to other parties in accordance with the Laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in India due to the difference in applicable laws and regulations.

XXIV. Change of Terms:

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

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions and/or terms and conditions/Schedule of Charges/Tariff Guides stipulated by ICICI Bank and/or its affiliates pertaining to the Accounts and/or to any services/facilities offered by ICICI Bank and/or its affiliates in relation to the Account, at any time and shall give prior notice of one month (except for change in interest rates) by hosting the same on the Website or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms and Conditions and the terms and conditions stipulated by ICICI Bank and/or its affiliates including amendments thereto as may be posted on the Website/notice board at the branches. Such amended Terms and P a g e $22 \mid 59$

Conditions and terms and conditions/Schedule of Charges/Tariff Guides stipulated by ICICI Bank and/or its affiliates will thereupon apply to and be binding on the Customer at the expiry of one month from the date of notice.

If in the opinion of the Customer, the changes are to his/her disadvantage, the Customer may opt to close the Account and/or stop using any services/facilities offered by ICICI Bank and/or its affiliates at any time in relation to the Account by intimating ICICI Bank of the same.

By continued usage of your Account and allied services, the Customer shall be deemed to have accepted the changed Terms and Conditions and any new terms and conditions/Schedule of Charges/Tariff Guides stipulated by ICICI Bank and/or its affiliates.

XXV. Non-Transferability:

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

XXVI. Notices:

- (i) The Bank shall contact the Customer at the latest address, telephone number or electronic mail address (if any) that has been provided to the Bank by the Customer. The Bank requires to be informed at the earliest, if there is a change in name, any changes in the address or electronic mail address or make any other changes relevant to the Account. The Customer will be responsible for any loss or damage that may occur for not keeping the Bank updated on such particulars.
- (ii) Customer consents to receive/communicate and authorize the Bank to send any communications pertaining to Savings Account, ERA and Products/Services/Other Services or any other relationship held by the Customer with the Bank, through registered email, phone, SMS, WhatsApp messaging, in-app notifications or any other electronic mode. Customer understands that such electronic mode of communication are subject to terms and conditions prescribed by ICICI Bank applicable to such electronic modes and the terms and conditions prescribed by the respective service provider. Customer agrees to comply with the terms and conditions of such electronic mode as applicable and updated/modified from time to time
- (iii) Unless requested otherwise, the Bank will contact only the joint account holder named first in the Bank's records subject to any legal and regulatory requirements. The first named account holder is responsible for passing information that the Bank sends to the other account holders.
- (iv) Communications between the Bank and a Customer may be effected through electronic means as follows:

(a) Documents sent by electronic means will contain all the information as printed hard copy version with the possible exception of graphic insertions such as photographs or logotypes.

(b) Electronic delivery may be in the form of an email, an attachment to an email, or in the form of provision of a link to the Website from which a document could be

downloaded.

(c) The Bank will be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means.

(d) If the Customer fails to advise the Bank of any difficulty in opening the document within 24 hours of receiving it, the Bank shall consider this as an acceptance of the document.

(e) ICICI Bank may, with the consent of the Customer, communicate with the Customer through telephone for servicing the existing products availed by the Customer and to offer new products and such communication shall not be in breach of any existing do not call guidelines; as may be applicable in the jurisdiction(s) governing ICICI Bank and the Customer.

(f) General communication of information from the Bank to all Customers as a whole or to any sub-group of Customers may, if the Bank acting reasonably considers it appropriate, be effected by means of publication of a notice on the Website , or by the putting of prominent notices on the Bank's premises.

(g) Unless otherwise agreed or specified herein, any notice or other communication may be delivered to the Customer personally.

(h) Any writ, summons or other process may be served upon the Customer by posting the same to the Customer's address and the same shall be deemed to be good service upon the Customer. The foregoing shall not however preclude the Bank from effecting service of process in any other manner permitted by law.

(i) All notices in connection with the Services or the Account by the Customer to ICICI Bank shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by ICICI Bank only upon acknowledgment of receipt of the same in writing by ICICI Bank.

Address: ICICI Bank Limited, ICICI Bank Phone Banking Centre, ICICI Bank Tower, 7th Floor, Survey No: 115/27, Plot No. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, India.

XXVII. Electronic Transactions:

- i. The Customer agrees to adhere to and comply with all such terms and conditions as ICICI Bank may prescribe from time to time, and hereby agrees and confirms that all transactions / Services effected by or through facilities for conducting remote transactions including the Website, ICICI Bank Customer Care Centre, world wide web, electronic data interchange, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank, for and in respect of the Account, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with ICICI Bank's terms and conditions for such facilities, as may be prescribed from time to time.
- ii. Unless otherwise instructed, the nomination submitted by the Customer in the EAF/CAF shall also apply for any fixed deposit/recurring deposit/deposit availed/booked by the Customer through Internet Banking and/or Mobile Banking channels, as applicable.

XXVIII. Electronic Instructions

The Customer agrees that ICICI Bank shall not be liable for executing any instructions ICICI Bank receives through telephone, facsimile or other form of electronic communication, including but not limited to, registered email IDs. The Customer further agrees to keep ICICI Bank indemnified from and against all claims either by the Customer or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against ICICI Bank or that ICICI Bank may suffer, incur or sustain by reason of or on account of ICICI Bank having so acted whether wrongly or mistakenly or not, or of ICICI Bank failing to act wholly or in part in accordance with the instructions. However, in the event of issues arising out of unauthorised electronic banking transactions, the Customer understands that ICICI Bank will follow the Customer Relationship Policy, as available at https://www.icicibank.com/managed-assets/docs/personal/general-links/code-of-commitment/Customer-Relations-Policy.pdf, for resolving such issues. The Customer agrees to have read and understood the same and shall keep themselves aware of the changes to the Customer Relationship Policy.

XXIX. Waiver:

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

XXX. Indemnity:

- i. The Customer hereby agrees that the Customer shall, at his/hers/their own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms and Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
 - a. The Customer agrees to indemnify ICICI Bank against any fraud, loss or damage suffered by ICICI Bank due to providing of any incorrect information or failure to communicate any change in such particulars/information or provide true and updated documents.
 - b. the Customer further agrees to indemnify the Bank against any negligence or misconduct, any negligence on the part of the Customer by sharing payment credentials, delay in notifying the Bank of any unauthorised electronic banking transaction, or exercising the Bank's right of set-off, combination, consolidation, lien or any other right.
- ii. Under no circumstances shall ICICI Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services or the Other Services.
- iii. The Customer shall indemnify and keep indemnified ICICI Bank as the collecting banker for any loss or damage which ICICI Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by ICICI Bank shall be

deemed to have been given in every case at the Customer's express request.

- iv. The Customer shall keep ICICI Bank indemnified at all times against, and save ICICI Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in resolving any dispute relating to the Account with ICICI Bank or in enforcing ICICI Bank's rights under or in connection with these Terms and Conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with ICICI Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- v. If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this clause, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as ICICI Bank may from time to time stipulate from the date payment is due up to the date of payment.
- vi. The Customer shall solely be responsible for ensuring full compliance with all the applicable Laws and regulations in any relevant jurisdiction in connection with his/her Account with ICICI Bank and shall indemnify and keep indemnified ICICI Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in connection with any failure to comply with any such applicable Laws/regulations by the Customer.
- vii. The indemnities as aforesaid shall continue notwithstanding the termination/closure of the Account.

XXXI. No Liability for Loss

- 1. Neither the Bank nor any of its agents, employees or servants shall be responsible or liable in any way for any direct or consequential loss suffered by the Customer, its agents, employees or servants in any of the following situations:
 - i. as a result of taking or omitting to take any action pursuant to any orders or instructions given or appearing to the Bank (acting in good faith) to have been given by the Customer or its duly authorized representative(s) or any person whom the Bank believes to be the Customer or its duly authorized representative(s), save in the case of wilful default or gross negligence;
 - ii. in respect of the authenticity, regularity, validity or value of any documents handled by the Bank on the Customer's behalf or the correctness of any translation or the interpretation of any terms appearing in any such documents;
 - iii. for any failure to take, or delay in taking, any action required to be taken hereunder in the event that and to the extent that the taking of such action is prevented or delayed by war (whether declared or not and including existing wars), revolution, insurrection, fire, explosion, stoppage of labour, strikes or other disputes with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause whatsoever beyond the Bank's control;
 - iv. for any loss or damage sustained by the Customer resulting directly or indirectly from its reliance on any statement of account or balance confirmation certificate P a g e 26 | 59

which the Customer has, or is deemed to have, verified to be correct at the time of Account/ relationship opening;

- v. if, for any reason beyond the Bank's control, the operation of the Customer's Account or the Bank's ability to account to Customer for any monies in the Customer's Account is restricted or otherwise affected;
- vi. if the value of the funds credited to the Customer's Account shall diminish due to taxes, deductions, withholdings, imposts or depreciation;
- vii. if the Customer is unable to obtain payment of funds from their Account(s) due to restrictions on convertibility, involuntary transfers, foreign exchange controls, distraints of any character, or any other causes whatsoever which are beyond the Bank's control whether arising in India or in any place in which the Bank has deposited such funds;
- viii. computer breakdown, mechanical failure or malfunction, interruption of services, cloning or similar duplication of the Customer's cards, any debit, credit, charge card or any other card issued by the Bank ("ICICI Card"), material alteration of withdrawal requests, theft or loss of ICICI Card, disclosure of passwords or other reasons of any kind whatsoever through no fault of the Bank;
- ix. if the Bank pay on altered cheques and/or forged cheques where the alteration(s) and/or forgery were made possible by use or erasable ink, pens or typewriters or any other equipment with built-in erasure feature or by the use of cheque writers or franking machines where the alteration(s) and/or forgery cannot be easily detected or where the alteration(s) and/or forgery is due to the Customer's negligence;
- x. if the Bank refuses to honour any withdrawal request whether over the Bank's counter, through the use of electronic services or by any other means in circumstances where it is legally entitled to do so;
- xi. the exercise by the Bank of any of the Bank's rights under these Terms and Conditions;
- xii. arising out of the Bank honouring orders drawn on, and orders accepted and presented for payment against, any Account (whether or not such Account is in credit) or complying with any other directions given regarding Accounts, which orders, directions and receipts are signed by the Customer or the joint Account holders or in the Bank's good faith determination appear to the Bank to be signed by the Customer or the joint Account Holders;
- xiii. arising out of delays in connection with any security processes performed by the Bank for fraud detection or anti-money laundering purposes or for legal and regulatory compliance; or
- 2. ICICI Bank shall not be liable for any failure to perform any obligation contained in these Terms and Conditions or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- 3. Under no circumstances shall the Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary loss or damages in connection with the Account or the Services.

XXXII. Services and facilities offered

The Bank reserves the right, at any time and from time to time, with or without notice, to cancel, withdraw, suspend, vary, change, add to or supplement any of the Services and facilities offered to Customers hereunder. When new services or facilities are introduced, supplemental terms and conditions governing such services may be introduced and notified to Customers in writing. Unless otherwise provided, the Customer shall be deemed to have accepted and agreed to be bound by such terms and conditions upon utilisation of such Services or facilities.

XXXIII. No Encumbrances:

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

XXXIV. Banker's Lien and Set-Off:

- ICICI Bank shall have the paramount right of set-off and lien, irrespective of any i. other lien or charge, present as well as future, on all the deposits held/ balances lying in any Account of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of ICICI Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by ICICI Bank to the Customer. ICICI Bank is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to ICICI Bank, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to ICICI Bank hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with ICICI Bank, notwithstanding that the deposit(s)/ balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. ICICI Bank's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.
- In addition to ICICI Bank's rights of set-off, lien or any other right which it may at ii. any time be entitled whether by operation of law, contract or otherwise, the Customer authorises ICICI Bank:
 - a. to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of ICICI Bank Limited (whether in India or elsewhere); and
 - b. to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of ICICI Bank Limited (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms and Conditions or for the Customer's account(s) or under the terms of any other facilities that may be granted by ICICI Bank to the Customer.
- In respect of a joint Account, ICICI Bank shall be entitled to set-off any sums

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iii.

standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint Account.

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

XXXV. Governing Law:

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

XXXVI. Joint and Several Liability:

In the event that the Customer constitutes more than one person, all obligations and liabilities of the Customer under these Terms shall be joint and several for all parties constituting the Customer. Any instructions, authorisations, representations and warranties given or made by the Customer in cases where the Customer constitutes more than one person shall be deemed to be jointly and severally given or made and be binding on all such persons and in the event that conflicting instructions or authorisations are received by the Bank from more than one person, the Bank shall have the right to act on the first set of instructions or authorisations received or on the instructions of all account holders or not to act at all until any difference in the instructions or authorisations between the persons constituting the Customer is resolved to the satisfaction of the Bank.

XXXVII.Force Majeure:

ICICI Bank shall not be liable for any losses caused by its inability or delay in providing all or any Service or fulfilling any of ICICI Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on convertibility, transferability, requisitions, hacking, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoity, accident, hacking, technical fault including problems related to computers, accessories, software, printers, fax machines, internet, telephone system and such related hardware and software beyond the control of ICICI Bank, breach of trust by any authorized persons, flood, fire, earthquake, act of God, act of any government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on account of any other restriction or requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged to provide any service or facility or perform any of its obligations hereunder during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

XXXVIII. Closure of the Account:

- i. ICICI Bank reserves the right to close or freeze the Account(s), or terminate the banking relationship with a Customer, after due notice to the Customers at the Customer's last know/updated address without assigning any reason therefor and without any liability.
- ii. Notwithstanding and without prejudice to clause XXXVIIII(i), in the following circumstances, the Bank may and without any liability close/freeze the Account upon giving the Customer due notice or no notice at all (if the Bank considers in good faith such abridgment of notice to be necessary or reasonable) for reasons which may include, but not limited to, the following:
 - a. In case of the Customer's failure to comply with any provision of these Terms and Conditions or to pay to the Bank any sum lawfully due to the Bank for any reason;
 - b. In case the Bank becomes aware of the death, insanity or incapacity of the Customer or any signatory;
 - c. In case any of the documents furnished towards identity and address proof are found to be fake / forged / defective;
 - d. The Account opening cheque is returned unpaid for financial reasons/ signature not matching;
 - e. In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account;
 - f. In case of frequent returns of inward / outward cheques in the Account;
 - g. In case a debit balance for reasons, including but not limited to, non-repayment in case of facilities offered by ICICI Bank, where repayment is to be made through Customer's Account; reversal of wrong credit; any temporary overdraft granted to the Customers by in the Bank in relation to any facility or otherwise, etc., is allowed to continue for more than 90 days in the Account;
 - h. Improper conduct of the Account in terms of volume / type of transactions;
 - i. For unsatisfactory conduct of the Account (including but not limited to failure to update KYC, the use of the Account for any unlawful or unethical purpose)

- j. Notices from any statutory authority, regulatory authority, order from any court, tribunals, governmental authority, etc.
- k. For any other reasons as the Bank deems fit with prior notice to the Customer.
- iii. The Customers shall be solely liable for return of cheques/dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure

/ freezing of the Account(s).

- iv. Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, ICICI Bank reserves the right to keep such amounts in a special office account without any interest being payable on the same. To the extent that there is a debit balance, the Customer shall remain liable to pay the amount to the Bank together with interest, and service charges in accordance with the Bank's prevailing standard procedures.
- v. ICICI Bank reserves the right, to close the Account with or without any further notice
 - a. In case the Account is in debit balance for more than 12 months (6 months w.e.f May 1, 2010) due to reasons, including but not limited to, non-maintenance of MAB, annual fees for Debit/ATM cards, ATM card interchange charges, etc.
 - b. In case the account is in inoperative/dormant status w.e.f April 1, 2018.
 - c. In accordance with RBI guidelines on DEAF.
 - d. In case he/she is found to undertake/deal in any type of VC

In case of any credit balances in the account, Customer can approach branch for activation of the Account and claim the credit balance available in his/her account.

XXXIX. Aadhaar Authentication/Verification (If applicable):

- i. By agreeing to these Terms and Conditions, the Customer(s) has/have consented that they have been provided various options by the Bank for establishing the Customer's identity/address proof for Account opening and have voluntarily submitted their Aadhaar to the Bank. The Customer hereby consents that they have no objection in authenticating themselves with Aadhaar based Authentication system or verify the genuineness of the Aadhaar through Quick Response (QR) code or through such other manner as set out by UIDAI or any other law from time to time.
- ii. The Direct Benefit Transfer ("DBT)" linked Account of the Customer shall be used for receiving Government payment across schemes under Section 7 of the Aadhaar Act, 2016 that they are eligible for and/or any other payment using the Aadhaar based information.
- iii. By agreeing to these Terms and Conditions, the Customer(s) have agreed that they have been explained about the nature of information that may be shared upon authentication and they have been given to understand that their information submitted to the Bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. Also, the Customer(s) declare/s that all the information voluntarily furnished by them to the Bank are true, correct and complete.
- iv. Customer hereby gives consent to use/exchange or share their Aadhaar number,

Aadhaar/identity information for registration of client information or for any other purpose with UIDAI, ED, NPCI, CKCY, KRA, CERSAI and with any other authority or regulatory body or as per requirements of law.

XL. Deposit Insurance and Credit Guarantee Corporation:

Each depositor is insured by the Deposit Insurance and Credit Guarantee Corporation up to a maximum of ₹1 lakh or as updated from time to time, for both principal and interest amount held by him in the same right and same capacity.

XLI. Other Products

Customer agrees and confirms that he/she wishes to invest in Mutual Funds ("MF") and in this regard, consents to share their account details and other KYC details (including PAN, contact details) with Securities and Exchange Board of India, Know Your Client Registration Agencies, other entities as may be required for enabling registration/verification for MF investments. Customer further authorizes the Bank and its representatives to contact them in relation to MF investments.

ADDITIONAL TERM AND CONDITIONS FOR OPERATION OF ACCOUNTS BY POWER OF ATTORNEY HOLDER:

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

- i. The Customer hereby agrees that he shall, at his own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the POA holder of any of these terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the POA holder in performance of their obligations.
- ii. Under no circumstances shall ICICI Bank be liable to the POA holder for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- iii. ICICI Bank shall not be liable for any failure to perform any obligation contained in these POA holder terms and conditions or for any loss or damage whatsoever suffered or incurred by the POA holder howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever. ICICI Bank shall not be responsible for ensuring that the POA holder operates the Account for the purposes mentioned in the POA

or for

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monitoring the transactions carried out by the POA holder in any manner whatsoever. Any dispute regarding the operation of the Account by the POA holder shall be settled by the Customer directly with the POA holder without any reference to ICICI Bank.

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

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

TERMS AND CONDITIONS APPLICABLE FOR ACCOUNT OPENING AND OPERATION OF CERTAIN SPECIFIC ACCOUNT VARIANTS:

A. YOUNG STARS ACCOUNT (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the specific product page on the Website.

The Customer, hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products, offers and services for and in respect of the Young Stars Account ("Young Stars Account"). These terms and conditions pertaining to the Young Star Account as mentioned in this Section of the Terms and Conditions (the "Young Stars terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Young Stars Account shall prevail for all intents and purposes with respect to Young Stars Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions

1. Definitions:

Irrespective of the definition provided in section I of the Terms and Conditions, the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to only the Young Stars Account:

- (i) A **"Customer"** shall mean the minor holding an Account with ICICI Bank and for all the operational purposes shall include the Guardian/parent as well.
- (ii) **"Guardian"** means the guardian of the User, who is a minor, at whose request ICICI Bank issues the login id.

2. Young Star Account Opening:

The Customer hereby undertakes that the Young Stars Account shall be opened and operated, at all times, by Guardian/parent for the benefit of the minor irrespective of the channel / mode of operation/account opening. ICICI Bank shall honour any transactions / instructions as received by it through any mode / channel with respect to the Young Stars Account on the assumption that the same are being carried out / provided by the

Guardian / parent for the benefit of the minor without independent verification thereof. The Young Stars Account shall be either a savings account or a fixed/recurring term deposit.

3. Operating Young Stars Accounts:

- i. A Young Stars Account shall be opened in the name of minor under guardianship.
- ii. The mode of operation, in this Young Stars Account will be single.
- iii. In case of requirement of mode of operation to be by both the Guardians (mother and father), the operations will be on Either or Survivor or joint basis by both the Guardians. Such Young Stars Accounts with mode of operation to be by both the Guardians will be opened in accordance with the applicable laws and policies of ICICI Bank, which may be revised from time to time.
- iv. In case the Young Stars Account is to be opened as a fixed / recurring term deposit, the Guardian is not required to have an existing savings account.
- v. That as on date of filling the account opening form, the said Guardian of the Applicant is the natural/court appointed Guardian of the Applicant.
- vi. That the Guardian shall represent the said minor in all transaction in connection with Young Stars Account opened with ICICI Bank.
- vii. The Guardian shall utilize the money withdrawn from the Young Star Account/s for the sole benefit of the minor. The Guardian shall further indemnify ICICI Bank against any claims of the minor for any withdrawal/transaction made by the Guardian in Young Stars Account/s.
- viii. The Guardian hereby agrees, confirms and authorizes issuance of ICICI Bank debit card and provision of internet banking (including but not limited to the issuance of login ID and password to the minor), phone banking and mobile banking services.

4. Cheque Book:

Personalized cheque book will be issued to the Guardian in the name of minor under Guardianship.

5. Non Transferability:

The Young Stars Account and the Services can be used by the Guardian/parent in order to operate the Young Stars Account on behalf of the minor.

6. Conversion of the Young Star Account to a regular savings account

A communication from ICICI Bank shall be sent to the Customer intimating him about the facility of conversion of the Customer's Young Stars Account to a regular savings account through letter/E-mail and SMS. Upon the Customer attaining majority, ICICI Bank shall have the right to freeze the Young Stars Account. Such freeze shall be released only upon the fulfillment of all account opening formalities by the Customer (minor) as applicable to enable conversion of a Young Stars Account to a regular savings account. A confirmation will be obtained from the customer on attaining majority that he/she ratifies transactions made in his/her Account during his/her minority, the final balance in his/her account before conversion. Young Stars Account status will be converted to regular savings account basis said customer confirmation.

7. On Attaining Majority:

Any cheques issued by Guardian/parent prior to the date of the Customer attaining majority and which has been presented for clearing after the conversion of the Young Stars Account shall not be honoured by ICICI Bank. Upon the Customer attaining majority, the Guardian/parents shall not be permitted to operate the Young Star Account.

8. Additional terms and conditions:

For terms and conditions for issuance of login and password for retail internet banking/Mobile Banking for minors, please refer below:

- i. "User": for login id password and other permissible activities under login password, it shall mean the minor to whom an internet banking login id and password have been issued by ICICI Bank, at the request of the Guardian, as defined below/Parent.
- ii. For login id and password and other permissible activities under transaction id password, it shall mean the Guardian/Parent.
- iii. "Parties" means the Guardian/Parent and ICICI Bank.

All the capitalised words and expressions used herein, but not defined shall have the same meaning respectively assigned to them under Terms for Internet Banking.

All indemnities/undertakings/representations to be made by the User in respect of the Terms & Conditions of internet banking shall be deemed to have been made by the Guardian/Parent.

The Guardian/parent agrees, confirms and undertakes that:

- a) ICICI Bank is issuing the login id and password to the User, who is a minor at the request of and at the sole risk and liability of the Guardian/parent.
- b) The login id and password will be issued by ICICI Bank to the User who is the Guardian/parent himself, on the specific understanding that all amounts paid to or to the order of the User on the basis of the said login id and password and all commission/fees, interest, costs, charges, expenses in relation thereto shall be debited to the Account.
- c) The Guardian is solely and exclusively bound by these terms and conditions for issue of the login and password to the minor/ the Guardian/parent as applicable and the Guardian/parent further agrees, confirms and undertake that he is solely and exclusively liable and responsible for all charges/expenses/other monies incurred/due and payable on the internet and debited by ICICI Bank from the Account.
- d) The issue of the login id and password is subject to there being adequate credit balance in the Account (in accordance with ICICI Bank's applicable rules).
- e) The User shall have no claim for damages or otherwise against ICICI Bank or its affiliates, in the event of refusal by any website, to honour the transaction, presented by the User, on the grounds of his minority or in the event that the daily limit has been exhausted or otherwise howsoever.
- f) The Guardian/parent shall, without demur or default, make payment to ICICI bank of all amounts due within 7 (seven) days of ICICI Bank notifying the Guardian/parent of the same, so as to bring the Account to the required minimum

credit balance, failing which the ICICI Bank may close the Account and cancel login id and password without prejudice to ICICI Bank's right to recover the balance outstanding in the Account.

- g) A notice signed by an officer of ICICI Bank shall be conclusive evidence of the fact of the amount outstanding and the Guardian/parent shall not be entitled to question or dispute the same.
- h) The death or insolvency of the Guardian/parent or the fact that the User has attained the age of majority shall not affect the liability of the Guardian/parent hereunder. The liability of the Guardian/parent will be binding on his/ her/their heirs, executors and administrators and his/her/its estate and effects. The Guardian/Parent shall do, performs and execute and cause to be done, performed and executed any act, deed, matter or thing which ICICI Bank may require for ICICI Bank's further security.
- i) Any notice from ICICI Bank in respect of the Account/ may be given by ICICI Bank by delivering it to the Guardian/parent via electronic mode or to the communication address registered in the account. The Guardian/parent must notify ICICI Bank of any change to his/her/their address. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered. ICICI Bank may also give notice of variation of these additional terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/branch of ICICI Bank or by a press advertisement or by a message in the Account Statement.
- j) The Guardian/parent hereby agrees, undertakes to indemnify, defend and hold harmless ICICI Bank and its respective directors, officers, employees, representatives, agents and assigns from and against any and all loss / liability / expense / damages / costs (including legal costs and lawyer's fees incurred) in relation to any judgments, suit, action, claims, regulatory investigation or action arising out of:
 - i. a breach by the Guardian/parent of its obligations under the terms and conditions contained herein
 - ii. the acts, errors, representations, misrepresentations, willful misconduct or negligence of Guardian/parents in performance of the Guardian's/parent's obligations under the terms and conditions contained herein
 - iii. the issuance of the login id and password to the User
 - iv. any transaction done / instruction provided / information given by the User / Guardian / parent with respect to the Account through ICICI Bank's internet banking whether the same is done directly from the ICICI Bank internet banking login id of the User or by virtue of it being linked with the Guardian's / parent's ICICI Bank internet banking login id.

The Guardian/parent hereby declares that this indemnity is in addition to and not by way of limitation of or in substitution for, any other indemnity or security that the ICICI Bank may hold and will not revoke or limit any such other indemnity.

9. Terms and Conditions for issuance of debit card to Customer:

Except to the extent as specified in the terms and conditions contained herein (**"Terms** for Young Stars Debit Card"), the terms & conditions for debit card shall apply to the

issuance of the debit card to the Customer holding a Young Stars Account ("Young Stars Debit Card"). To the extent of any inconsistency, the Terms for Young Stars Debit Card, shall prevail for all intents and purposes.

1. Definitions:

"Young Stars Cardholder" means the minor, to whom a Young Stars Card is issued by ICICI Bank, at the request of the Guardian/ Parent basis the limits specified in the request.

- i. Choice of fixing the withdrawals / spending limit as one of the following:
 - Rs. 2,500/- / Rs. 2,500/-
 - Rs. 5,000/- / Rs. 5,000/-
- ii. **"Parties**" means the Guardian and ICICI Bank.

All the capitalised words and expressions used herein, but not defined shall have the same meaning respectively assigned to them under Young Stars Terms. All indemnities/undertakings/representations to be made by the Young Stars Cardholder in respect of the terms and conditions of debit cards shall be deemed to have been made by the Guardian/parent and he/she is solely and exclusively liable and responsible for all charges/expenses/other monies incurred/due and payable on the Young Stars Debit Card and will be debited by ICICI Bank from the Young Stars Account.

2. UNDERTAKINGS BY GUARDIAN/PARENT:

The Guardian/ parent agrees, confirms and undertakes that:

i. ICICI Bank is issuing the Young Stars Debit Card to the Young Stars Cardholder at its own discretion and solely at the request of and at the sole risk and liability of the Guardian/ parent. It may be withdrawn by ICICI Bank at any time at its sole discretion

ii. The Guardian/parent is the legal and/or natural guardian of the Young Stars Cardholder.

- iii. The Young Stars Debit Card will be issued by ICICI Bank to the Young Stars Cardholder on the specific understanding that all amounts paid to or to the order of the Cardholder on the basis of the said Young Stars Debit Card and all commission/fees, interest, costs, charges, expenses in relation thereto shall be debited to the Young Stars Account.
- iv. All charge slips in respect of the Young Stars Debit Card signed by the Young Stars Cardholder shall be deemed to have been signed by the Guardian/parent.
- v. The issue of the Young Stars Debit Card to the Cardholder by ICICI Bank at the sole and exclusive request of the Guardian/ parent constitutes supply by the Guardian/parent of necessaries suitable to the condition in life of the Young Stars Cardholder in terms of section 68 of the Indian Contract Act, 1872, subject to there being adequate credit balance in the Account (in accordance with ICICI Bank's applicable rules) the Young Stars Debit Cardholder will be permitted to use the Young Stars Debit Card for cash withdrawals and for expenses/ purchases of goods by use of the Young Stars Debit Card in accordance with the daily limit set at the time of opening the account (the 'daily limit') or such other further amount as ICICI Bank may specify, and ICICI Bank shall be entitled to refuse to authorize any intended withdrawal/ expenses/ purchases if the amount of such withdrawal/expenses/purchase is wholly or in part in

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excess of such daily limit, even though there may be adequate balance in the Young Stars Account.

- vi. The Guardian/parent/Young Stars Cardholder shall have no claim for damages or otherwise against ICICI Bank or its affiliates, in the event of refusal by any person, to honour the Young Stars Debit Card, presented by the Cardholder, on the grounds of his minority or in the event that the daily limit has been exhausted or otherwise.
- vii. ICICI Bank shall be entitled to refuse authorization for any withdrawal/purchase/expenses in excess of the daily limits or in the event of ICICI Bank being under a reasonable apprehension that a fraud is sought to be perpetrated, or there being circumstances, which in the reasonable opinion of ICICI Bank, merit that authorization should be refused. Without prejudice to the provisions of the foregoing clause, if ICICI Bank acting in good faith, permits withdrawals/purchases/ expenses in excess of the daily limit, the debit made to the Account by ICICI Bank in excess of the available credit balance, shall be treated as a temporary overdraft (however nothing contained in this clause shall entitle the Guardian/parent to claim overdraft) and will carry interest as per ICICI Bank's rules generally applicable to overdraft accounts.
- viii. The Young Stars Debit Card issued to the Young Stars Cardholder shall not be used for purchase of alcoholic beverages, tobacco products and/ or similar goods or services by the Cardholder. The Guardian/parent further agrees, confirms and undertakes that in the event that expenses are incurred on the Young Stars Debit Card issued by the Young Stars Cardholder which pertain to the purchase of any or all of the aforesaid goods and/or services, the Guardian/parent shall be deemed to have consented to the said expenses being incurred.
- ix. The continuance of the Young Stars Debit Card issued to the Young Stars Cardholder, being a special facility issued at the request of the Guardian/parent, will be solely dependent on the continuation of the Young Stars Account.
- x. The Guardian/parent shall, without demur or default, make payment to ICICI Bank of all amounts due within 7 (seven) days of ICICI Bank notifying the Guardian/parent of the same, so as to bring the Account to the required minimum credit balance, failing which the ICICI Bank may close the Account and cancel the Card without prejudice to ICICI Bank's right to recover the balance outstanding in the Account. A notice signed by an officer of ICICI Bank shall be conclusive evidence of the fact of the amount outstanding and the Guardian/parent shall not be entitled to question or dispute the same.
- xi. The death or insolvency of the Guardian/parent or the fact that the minor has attained the age of majority shall not affect the liability of the Guardian/parent hereunder. The liability of the Guardian will be binding on his/her/their heirs, executors and administrators and his/her/its estate and effects. The Guardian/parent shall do, perform and execute and cause to be done, performed and executed any act, deed, matter or thing which ICICI Bank may require for ICICI Bank's further security.
- xii. Any notice from ICICI Bank in respect of the Young Stars Account/Debit Card may be given by ICICI Bank by delivering it to the Guardian/parent personally or by posting it to the latest address recorded with ICICI Bank. The Guardian/parent must notify ICICI Bank of any change to his/her/their address. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered.

- xiii. ICICI Bank may also give notice of variation of the Terms for Young Stars Debit Card by displaying a notice on or within the immediate vicinity of the site of an ATM/branch of ICICI Bank, on its website www.icicibank.com, by a press advertisement or by a message in the Account Statement.
- xiv. The Guardian hereby agrees, undertakes to indemnify, defend and hold harmless ICICI Bank and its respective directors, officers, employees, representatives, agents and assigns from and against any and all liability including but not limited to liabilities to third parties, judgments, damages, losses, claims, costs and expenses, including attorneys' fees and expenses arising from or related to:
 - i. a breach by the Guardian/parent of its obligations under these terms and conditions
 - ii. the acts, errors, representations, misrepresentations, willful misconduct or negligence of Guardian/parent in performance of the Guardian's/parent's obligations under these terms and conditions
 - iii. the issuance of the Young Stars Debit Card to the Young Stars Cardholder
- xv. The Guardian hereby declares that this Indemnity is in addition to and not by way of limitation of or in substitution for, any other indemnity or security that the ICICI Bank may hold or any other indemnity which the Guardian may have previously given to ICICI Bank or may hereafter give to ICICI Bank and that this indemnity will not evoke or limit any such other indemnity.

B. SMART STAR (MINOR SELF OPERATED ACCOUNT) (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the ("**Smart Star Account**"), or ICICI Bank's other products and services, shall constitute legally binding and validtransactions.

These terms and conditions pertaining to the Smart Star Account as mentioned in this section of the Terms and Conditions (the "**Smart Star terms**") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Smart Star Account shall prevail for all intents and purposes with respect to Smart Star Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions

1. Definitions:

Irrespective of the definition provided in section I of the Terms and Conditions the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to Smart Star Account:

i. **"Customer"** shall mean the minor, above the age of ten years, holding an Account with ICICI Bank, with the mode of operation as 'single'.

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2. Operating Smart Star Account:

- i. A Smart Star Account shall be opened only in the name of minor.
- ii. The mode of operation in such account will be single. The Guardian/parent of the Customer will also be responsible for transactions undertaken by the Customer during the period of his/her minority.
- iii. The cumulative value of the total debits ("**Total Debit Limit**") in the account in a financial year is restricted for the Smart Star Accounts in the following manner: -

a) For minor operated accounts without the Guardian/parent's consent the Total Debit Limit is ₹50,000.

b) For minor operated accounts with the Guardian/Parent's consent the Total Debit Limit is ₹5,00,000.

The Customer/Guardian/Parent understands and agrees that ICICI Bank retains the right to freeze operation of the Young Stars Account, if the cumulative value of the total debits in the account in a financial year exceeds the Total Debit Limit, as applicable to the particular Young Stars Account.

3. Cheque Book:

Personalized cheque book will be issued to the Customer.

4. Conversion of the Smart Star Account to a regular savings account:

Upon the Customer attaining majority, ICICI Bank shall have the right to freeze the Smart Star Account. Such freeze shall be released only upon the fulfillment of all account opening formalities by the Customer as applicable, to enable conversion of Smart Star Account to a regular savings account.

C. THE ONE SAVINGS ACCOUNT (IFAPPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to The One Savings Account ("The ONE Account") as mentioned in this section of the Terms and Conditions (the "The ONE Account Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for The One Account shall prevail for all intents and purposes with respect to The One only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer shall be required to maintain the Monthly Average Balance (MAB) as per the respective variant, as specified in the service charges & fee available in service and charges section. Non-maintenance of the required MAB in the account in any month attracts a non-maintenance charges. <u>Click here</u> for detail.

1. The ONE Account may be opened:

- (a) By the Customer in his own name.
- (b) Two or more persons in their joint names, however the primary account holder shall be a resident Indian Male.

2. Debit Card:

- (a) The ONE Account Terms for ICICI Bank's The ONE Account Debit Cardholders apply to and regulate the issuance and usage of ICICI Bank's The ONE Account Debit Card. These Terms are in addition and not in derogation to the standard terms and conditions of ICICI Bank's Debit Cards ("The ONE Account Debit Card Terms"). In case of any inconsistency between these Terms and Debit Card for the One Account Terms, these the One Account Debit Card Terms shall prevail. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.
- (b) The ONE Account Debit Card shall be issued at a nil annual fee. However, fees shall be subject to change, at the sole discretion of ICICI Bank, post giving a one-month prior notice to the The ONE Account Cardholder as per the standard terms and conditions of ICICI Bank's Debit Cards. For any other fees and charges applicable on the The ONE Account Debit Card, the Cardholder shall need to refer to the details in the tariff guide/schedule of charges of Debit Card.
- (c) The ONE Account Debit Card can be given to all the The ONE Account Customers for The ONE Magnum Privilege Account, as defined below (only household) & The ONE Titanium Privilege Account (for household & salary), as defined below.
- (d) The ONE Account Debit Card will be issued to only those customers who are opening new The ONE Account effective from 9th Jan 2019.
- (e) The ONE Debit Card will be deactivated upon closure of The ONE Account.
- (f) The ONE Account Debit Card will be delivered to Customer as per their savings account variant within 45 days of account opening.
- (g) Offers on debit card are subject to the savings account variant opted by the Customer and are subject to change from time to time at the sole discretion of ICICI Bank. The Customer shall be responsible for regularly reviewing the terms and conditions including amendments thereto as may be posted on the Website.

3. THE ONE TITANIUM SALARY SAVINGS ACCOUNT:

- (a) These terms are in addition to and not in derogation to the Salary Account Terms.
- (b) Minimum Net Salary credit requirement for The ONE

Salary Variant	Minimum Net Salary per month*
The ONE Titanium Salary Savings Account	Rs. 100,000 and above

- (c) Minimum Net Salary as per the required norms above to be credited latest in 3 calendar months after account opening month. For example, an account is opened on 10th Jan 2019. Minimum net salary as per the norms above to be credited latest on 30th April 2019.
- (d) While there is no MAB requirement for Salary Account. However, in case there are

no salary credit(s) for 3 consecutive months, even if other transactions are being conducted, then ICICI Bank may choose to (with or without notice to the Customer):

- i. not treat such a Salary Account as a salary variant; and/or
- ii. migrate the Salary Account to a variant other than the Salary variant held by the Customer and

the Customer may/may not be required to maintain the MAB as applicable from time to time (Click here for details- <u>https://www.icicibank.com/servicecharges/regular- savings-account.page</u>?) on the revised Account variant and shall have to comply with the schedule of charges and the other terms and conditions as applicable to the specific Account variant.

The Customer understands that post conversion of the Salary Account to a nonsalary variant (as detailed above), if ICICI Bank identifies that there are salary credits received in the Account for 3 consecutive months, ICICI Bank at its sole discretion has the right with or without prior notice or intimation to convert the said Account back to a Salary Account variant in line with the salary credits received and the Customer shall have to comply with the terms and conditions of the Salary Account asapplicable.

In addition to other Account closure rights of ICICI Bank, in the event there are no salary credits for 3 consecutive months, and there are no transactions in the Salary Account/ the Salary Account is not maintained by the Customer in a manner satisfactory to ICICI Bank, ICICI Bank also reserves the right to close the Salary Account and terminate the relationship; or to freeze all operations in the Salary Account.

ICICI Bank may further choose to hot-list of The ONE Account Debit Card.

- (e) ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms at any time. ICICI Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website. Such amended Terms and conditions stipulated by ICICI Bank and/or its affiliates will thereupon apply to and be binding on the User at the expiry of one month from the date of notice.
- (f) ICICI Bank may also offer additional benefits in the form of Promotional Offer to the ONE Account customers.

D. ADVANTAGE WOMAN SAVINGS ACCOUNT: (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to the Advantage Woman Savings Account ("AWSA") as mentioned in this Section of the Terms and Conditions (the "AWSA

Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for AWSA shall prevail for all intents and purposes with respect to AWSA only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the AWSA, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

1. Definitions:

Irrespective of the definition provided in section I-- of the Terms and Conditions, the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to AWSA:

"Customer" refers to resident Indian Women holding an Account with ICICI Bank.

2. Operating AWSA:

- i. An AWSA Account may be opened:
 - a. By the Customer in her ownname.
 - b. Two or more persons in their joint names, however the primary account holder shall be a resident Indian woman.

All the AWSA maintained in the name of an individual shall be operated singly by the individual or the power of attorney holder / mandate holder of such individual and in the case of joint accounts, by the account holders jointly, or by either of the joint-holder/s or as may be specified by the joint account holder/s in the opening form, or by their power of attorney holder's / mandate holders and accepted by ICICI Bank in its discretion.

ii. The Customer shall be issued non personalized payable-at-par cheque-book consisting of 10 leaves along with the I-KIT free of charge.

3. Debit Card:

These terms and conditions ("Women Debit Card Terms") for ICICI Bank's Women Debit Cardholders ("Woman Cardholder/s") apply to and regulate the issuance and usage of ICICI Bank's debit card that is only offered to primary account holders of ICICI Bank's Woman's Savings Account ("Women Debit Card"). These Women Debit Card Terms are in addition and not in derogation to the standard terms and conditions of ICICI Bank's debit card ("Debit Card Terms"). In case of any inconsistency between these Women Debit Card Terms and Debit Card Terms and conditions, these Women Debit Cards Terms shall prevail. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Debit Dard Terms.

(a) The Woman Debit Card shall be issued at an annual fee of Rs.150/- and which fees

shall be subject to change, at the sole discretion of ICICI Bank, post giving a onemonth prior notice to the Woman Cardholder. For any other fees and charges applicable on the Woman Debit Card, the Woman Cardholder shall need to refer to the details in the Tariff Annexure of Debit Card.

- (b) ICICI Bank may also offer additional benefits in the form of Promotional Offer to Woman Cardholder/s. These Promotional Offer/s may be brought to the Woman Cardholder from time to time based on additional terms and conditions which shall be communicated with such Promotional Offer/s.
- (c) The Woman's Debit Card can be given to all AWSA customers irrespective of the product variant they are holding.

E. ADVANTAGE WOMAN AURA SAVINGS ACCOUNT (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the Advantage Woman Aura Savings Account ("AWAS Account"), or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These terms and conditions pertaining to the AWAS Account as mentioned in this Section I of the Terms and Conditions (the "AWAS Account Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for AWAS Account shall prevail for all intents and purposes with respect to Advantage Woman Aura Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

1. Definitions:

Irrespective of the definition provided in section 1 of the Terms and Conditions, the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to AWAS Account:

"Customer" refers to Resident Indian Working Women holding an Account with ICICI Bank.

2. Operating AWAS Account:

- a) An AWAS Account may be opened:
 - i. By the Customer in her own name.
 - ii. Two or more persons in their joint names, however the primary account holder shall be a resident Indian woman.
- b) All the AWAS Account maintained in the name of an individual shall be operated singly by the individual or the power of attorney holder / mandate holder of such individual and in the case of joint accounts, by the account holders jointly, or by

either of the joint- holder/s or as may be specified by the joint account holder/s in the opening form, or by their power of attorney holder's / mandate holders and accepted by ICICI Bank in its discretion.

- c) The Customer shall be issued non personalized payable-at-par Cheque-book consisting of 10 leaves along with the I-KIT free of charge.
- d) The Customer shall be required to maintain the Monthly Average Balance (MAB) as per the respective variant, as specified in the Tariff of charges available in service and charges section. Non-maintenance of MAB shall attract penalty as specified in service and charges page on the Website.
- e) The salary variant of the AWAS Account shall also be governed by the Salary Account Terms. Salary credit requirement for AWAS Account for salary account Customers will be as per the variant of salary account.
- f) While there is no MAB requirement for Salary Account. However, in case there are no salary credit(s) for 3 consecutive months, even if other transactions are being conducted, then ICICI Bank may choose to (with or without notice to the Customer):
 - i. not treat such a Salary Account as a salary variant; and/or
 - ii. migrate the Salary Account to a variant other than the Salary variant held by the Customer and

the Customer may/may not be required to maintain the MAB as applicable from time to time (Click here for details- <u>https://www.icicibank.com/service-</u> <u>charges/regular- savings-account.page</u>?) on the revised Account variant and shall have to comply with the schedule of charges and the other terms and conditions as applicable to the specific Account variant.

The Customer understands that post conversion of the Salary Account to a nonsalary variant (as detailed above), if ICICI Bank identifies that there are salary credits received in the Account for 3 consecutive months, ICICI Bank at its sole discretion has the right with or without prior notice or intimation to convert the said Account back to a Salary Account variant in line with the salary credits received and the Customer shall have to comply with the terms and conditions of the Salary Account as applicable.

In addition to other Account closure rights of ICICI Bank, in the event there are no salary credits for 3 consecutive months, and there are no transactions in the Salary Account/ the Salary Account is not maintained by the Customer in a manner satisfactory to ICICI Bank, ICICI Bank also reserves the right to close the Salary Account and terminate the relationship; or to freeze all operations in the Salary Account.

In case the salary is not credited as per the required norms, benefits of AWAS Account will be withdrawn and the Woman's Debit Card, as defined below, will get hot listed without any further/ prior notice.

3. Debit Card:

These terms and conditions ("Women Aura Debit Card Terms") for ICICI Bank's

Women debit cardholders ("**Woman Aura Cardholder**") apply to and regulate the issuance and usage of ICICI Bank's debit card ("Women Aura Debit Card") that is only offered to primary account holders of ICICI Bank's AWAS Account. These Women Aura Debit Card Terms are in addition and not in derogation to the standard terms and conditions of ICICI Bank's debit cards. In case of any inconsistency between these Terms and Debit Card terms and conditions, these Terms shall prevail. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Debit Card terms and conditions.

a) The Woman Debit Card shall be issued at a nil annual fee. However, fees shall be subject to change, at the sole discretion of ICICI Bank, post giving a one-month prior notice to the Woman Cardholder as per the standard terms and conditions of ICICI Bank's Debit Cards.

For any other fees and charges applicable on the Woman Aura Debit Card, the Woman Aura Cardholder shall need to refer to the details in the Tariff Annexure of Debit Cards.

- b) Women Aura Debit Card will be delivered to woman customer as per their savings account variant within 45 days of account opening. AWAS Account Debit card will be deactivated upon closure of the account. The debit card Cashback shall be provided on the basis of total spends in the account through the Debit Card subject to the terms and conditions applicable thereto.
- c) ICICI Bank may also offer additional benefits in the form of Promotional Offer to Woman Cardholder/s. These Promotional Offer/s may be brought to the Woman Cardholder from time to time based on additional terms and conditions which shall be communicated with such Promotional Offer/s.

F. SENIORS CLUB SAVINGS ACCOUNT (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the Seniors Club Savings Account ("Senior Citizen Account"), or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These terms and conditions pertaining to the Senior Citizen Account as mentioned in this Section of the Terms and Conditions (the "Senior Citizen Account Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Senior Citizen Account shall prevail for all intents and purposes with respect to Senior Citizen Account only. All capitalized terms used but not defined herein shall have the respective meanings

ascribed to it in the Terms and Conditions.

- a. The Bank will automatically convert a fully KYC compliant savings account into a senior citizen account on the first/primary account holder completing 60 years based on the date of birth available/updated in the Bank's records.
- b. ICICI Bank may also offer additional benefits in the form of Promotional Offer to Senior Citizen Account Customers.

G. SILVER SAVINGS ACCOUNT (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the Silver Savings Account, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These terms and conditions pertaining to the Silver Savings Account as mentioned in this Section of the Terms and Conditions (the "Silver Savings Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Silver Savings Account shall prevail for all intents and purposes with respect to Silver Savings Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

- a) ICICI Bank shall have the sole and absolute discretion, without assigning any reasons (unless required by applicable law) and without providing any notice, to downgrade the status of the Silver Saving Account of the Customer to any other appropriate status at any time if the Customer/s do not fulfill the specified criteria and/or minimum MAB/Monthly Average Balance, as may be applicable as per ICICI Bank policy and/or any other criteria which ICICI Bank may deem necessary for them to maintain this Silver Saving Account.
- b) Under no circumstances shall ICICI Bank be liable to the Customer/s for any direct, indirect, incidental, consequential, special or exemplary costs, losses, damages or expenses, incurred by the Customer/s due to any change in the status of the Silver Saving Account.
- Accounts having a joint mode of operation shall not be eligible for up-gradation through ICICI Bank's mobile, internet and phone banking services (alternate channels).

c) By applying through any of the alternate channels, the Customer accepts that he has read, understood and accepted the Terms and Conditions and the applicable to Silver Savings Terms and terms applicable to the specific alternate channels through which the request has been made.

H. PRIVILEGE BANKING SAVING ACCOUNT, GOLD, MAGNUM

SAVINGS ACCOUNT & TITANIUM SAVINGS ACCOUNT (IFAPPLICABLE) For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These terms and conditions pertaining to the Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account as mentioned in this Section of the terms and conditions are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account shall prevail for all intents and purposes with respect to Privilege Banking Saving Account & Titanium Savings Account, Gold Savings Account All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

ICICI Bank shall have the sole and absolute discretion, without assigning any reasons unless required by applicable law) and without providing any notice, to downgrade the status of the Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account of the Customer to any other appropriate Account at any time if the Customer/s do not fulfill the specified criteria or requirement of maintaining total relationship value (TRV) and/or minimum MAB/Monthly Average Balance, as may be applicable as per ICICI Bank policy and/or any other criteria which ICICI Bank may deem necessary for them to maintain any of the Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account.

- a) Under no circumstances shall ICICI Bank be liable to the Customer/s for any direct, indirect, incidental, consequential, special or exemplary costs, losses, damages or expenses, incurred by the Customer/s due to any change in the status of the Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account.
- b) Accounts having a joint mode of operation shall not be eligible for up-gradation through ICICI Bank's mobile, internet and phone banking services (alternate channels).
- c) By applying through any of the alternate channels, the Customer accepts that he has read, understood and accepted the Terms and Conditions applicable to Privilege Banking Saving Account, Gold Savings Account & Titanium Savings Account and terms applicable to the specific alternate channels through which the

request has been made.

I. FAMILY BANKING (IF APPLICABLE)

I. SAVINGS FAMILY BANKING (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the Savings Family Banking product, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These terms and conditions pertaining to the Savings Family Banking product ('Family Banking Terms') as mentioned in this section of the terms and conditions are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Savings Family Banking product shall prevail for all intents and purposes with respect to Savings Family Banking product only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

1. General Terms and Conditions:

- i. A Savings Family Banking ID ("**Family ID**") can be formed with a minimum of two and maximum of six family members.
- ii. All Savings Accounts, except the No Frills Savings Account, Bank@Campus Account, HUF and NRI accounts can be a part of the Family ID under the Silver Family, old/Titanium Privilege Family and Wealth Management/GPC Family.
- iii. Only savings account, the ONE Account, AWSA, Senior Citizen Account and Young Stars Account can be a part of the Family ID under Savings Family Banking.
- iv. Each family will have a Primary Customer ID for the Family ID. A Young Stars account holder cannot be a Primary holder in the Savings Family ID.
- v. If one of the accounts is rejected at the time of account opening, then the request for linking of that accounts under Family ID would be null & void.
- vi. Upgrade facility to be available for upgrading a Family ID from a Normal to any higher family variant.
- vii. Each customer of the family gets facilities according to the Savings Family Banking variant

i.e. if a family is a Gold Privilege Family then each account will get the benefits of the Gold Privilege Account.

- viii. If the primary account holder dies, the Family ID shall be dissolved.
- ix. In the event of the death of one of the family members, it would be the responsibility of the family members/primary account holder to communicate/inform this to the Bank.
- x. Tax Deduction at Source to be at the account level only.
- xi. The requirement of Minimum Average Balance to be at family level and called 'Family Monthly Average Balance' ("**FMAB**"). FMAB is the sum of the Monthly

Average Balance maintained by all linked accounts under a Family ID.

For the purpose of these Terms and Conditions, total relationship value will be calculated at the family level and called the Family Total Relationship Value ("FTRV").

Family Total Relationship Value consists of the following products held either singly or jointly:

- a. Balances in bank accounts
- b. Fixed Deposits
- c. Mutual Funds
- d. Bonds / Small Savings
- e. Investment portion of Life Insurance policies
- f. Alternative Products (Real Estate Funds, Private Equity Funds, Structured Products, etc.)
- xii. For the purpose of these terms and conditions, deposits and investment value will be calculated at the family level and called 'Family Deposits and Investment Value' ("FDIV"). Family Banking Deposits and Investment Value Family Deposits and Investment Value consists of the following products held either singly or jointly.
 - a) Savings and Current account balance
 - b) Term Deposits
 - c) Mutual Fund and ULIP Holding Value

2. Eligibility criteria:

The eligibility criteria for Wealth Management and Private Banking Family is that at least one of the members of the family should hold the Wealth Management and Private Banking account respectively with ICICI Bank at the time of creation of the Family ID.

3. Family Total Relationship Value / Family Deposits and Investments Value requirement to be as follows:

- o Wealth Management Family FDIV of Rs. 25 lacs
- o Private Banking Family FTRV of Rs. 5 crore

4. CASA family

In case of CASA family variant, if the family quarterly average balance is not maintained by the linked Savings Accounts then the Saving Accounts will be de-linked with prior written notice and converted to regular Savings Accounts with a monthly average balance of Rs 10,000.

5. Existing Family Banking Relationships Where Family ID Was Formed Prior to September 14, 2018)

In addition to general terms & conditions as mentioned above, below mentioned terms & conditions will be applicable:

i. In the event of non-maintenance of FMAB/FDIV/FTRV, the charges will be recovered from the primary customer-ID's operative account. If the funds in this

account are found to be insufficient, any other account in the Family ID will be charged.

- ii. Family modification requests such as:
 - a) New family member linking New member and primary member signature required.
 - b) Family member delinking Signature of exiting member only required.
 - c) Family ID closure/deletion, upgrade and Down Grade of Family ID All family member signature required.
- iii. If the Primary Customer ID is to be de-linked/modified from the family ID, then consent from all the members in the family is required.

6. New Family Banking Relationship Where Family ID Was Created Basis the Consent Obtained by Primary Member On Behalf of Family Members (W.E.F. September 14, 2018):

In addition to Terms as mentioned above, below mentioned terms & conditions will be applicable:

- i. In the event of non-maintenance of FMAB/FDIV/FTRV under the Family ID, the charges will be recovered from the primary customer-ID's operative account only.
- ii. In case the required FMAB is not maintained by the linked Saving Accounts and the bank is unable to recover non-maintenance charges from primary account then the Savings Accounts will be de-linked with prior written notice and all linked Savings Accounts will be converted to regular Savings Account with a MAB requirement of RS 10,000.
- iii. Family modification requests such as:
 - a) New family member linking new member and primary member signature required.
 - b) Family member delinking Signature of exiting member only required.
 - c) Family ID closure/deletion, Upgrade and Down Grade of family ID All family member signature required.
- iv. On receipt of request from primary member for creation of Family ID, bank will send communication via e-mail and SMS to all the members being linked in the Family ID informing them if they do not wish to link their account, they have an option to opt out by calling our Customer Care Centre or visiting your nearest ICICI Bank branch.
- v. In case any family member wishes to opt out of the family linking request, the bank will not process the Family ID creation request.
- vi. In the event the Primary member chooses to close his/her relationship post creation of Family ID with the Bank or ceases to exist/de-links from the Family Banking ID, the Family ID shall stand dissolved and the benefits under the Family Banking facility shall be cancelled and the original obligations of all the linked family members shall revert back as per the contracted terms and conditions applicable at the time of account opening.
- vii. In the event any of the linked family member chooses to close his/her relationship post creation of Family ID with the Bank or ceases to exist/de-links

from the Family ID, the benefits under the family banking facility shall be cancelled and the original obligations of such family member(s) shall revert back as per the contracted terms and conditions applicable at the time of account opening.

- viii. In case of dissolution of the Family ID the benefits of the Family Banking facility shall be withdrawn from all members without any notice.
- ix. Post successful linking, the benefits offered/accruing under the Family Banking facility will be offered to all the members linked under the Family ID.
- x. Any member from the Family ID can be de-linked by the respective member by giving a request for de-linking.
- xi. If the account being linked in the family banking holds a higher variant than the proposed family variant, his/her account will be linked under the Family ID.
- xii. On closure of Family ID all related benefits will be withdrawn.
- xiii. Family ID will be deleted/dissolved if there is only 1 member left in the Family ID.
- xiv. Bank will not downgrade the account variant of any family member/s without their explicit consent.
- xv. No data/details/documents with respect to the family banking facility/family members will be shared by the Bank.
- xvi. Linking your account to the Family ID, does not grant any access or permit other members of the Family ID to view/make any requests / instructions in your / other linked account/s.
- xvii. The Primary member hereby agrees to hold harmless ICICI Bank from and against any and all liability any other loss that may occur, if any claims are raised by any Family Members, their representatives/heirs against the Bank, pursuant to the Family ID creation and linking of the Family Members under the Family Banking Facility.
- xviii. Bank reserves the right to withdraw the privilege banking/wealth management/private banking status if the operation of the account is not as per the terms and conditions governing the account.
- xix. ICICI Bank reserves the right to discontinue the services/benefits at any time without prior notice to the family members.

7. Family Banking Debit Card:

These terms ("Terms for Family Banking Debit Card") for ICICI Bank's Family Banking Cardholders ("Family Banking Cardholder/s") apply to and regulate the issuance and usage of ICICI Bank's Family Banking Debit Card ("Family Banking Debit Card") that is only offered to primary member. These Terms are in addition and not in derogation to the standard terms and conditions of ICICI Bank's debit cards("Debit Card Terms"). In case of any inconsistency between these Terms for Family Banking Debit Card and Debit Card Terms , these Terms for Family Banking Debit Card shall prevail. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Debit Card Terms.

i. The Family Banking Debit Card will be issued only to new Gold, Magnum New Titanium, Select Circle and Salary Family ID created effective 14th September 2018 wherein atleast one account being linked under Family ID is opened in the current financial year.

- ii. The Family Banking Debit Card will get deactivated on dissolution/closure of the family ID without any prior notice.
- iii. Debit card will be delivered within 15 days from the date of creation of Family ID.
- iv. ICICI Bank may also offer additional benefits in the form of Promotional Offer to the Family Banking Cardholder. These Promotional Offer/s may be brought to the Family Banking Cardholder from time to time based on additional terms and conditions which shall be communicated with such Promotional Offer/s.

II. ICICI BANK BIZSAVINGS ACCOUNT TERMS AND CONDITIONS (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Account Holder(s) hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the ICICI Bank BizSavings Account banking product, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These terms and conditions pertaining to ICICI Bank BizSavings Account banking facility (the "ICICI Bank BizSavings Account Terms") apply to and regulate the operation of the variants of ICICI Bank BizSavings Account namely Titanium / Gold - ICICI Bank BizSavings Account offered by ICICI Bank to eligible Savings/Current account holders (the "Account Holder(s)") as part of the group family banking proposition. The ICICI Bank BizSavings Account Terms are in addition and not in derogation to the ICICI Bank BizSavings Account application form terms, conditions and declarations, ICICI Bank's savings bank account Terms and Conditions, ICICI Banks current account terms and conditions, any other applicable product/variant/feature/service related terms and conditions, schedule of charges etc. (the "Primary Terms") as available on www.icicibank.com. Further, in case of inconsistency between the ICICI Bank BizSavings Account Terms and the Primary Terms, the terms and conditions as set out herein for ICICI Bank BizSavings Account shall prevail for all intents and purposes with respect to ICICI Bank BizSavings Account only.

1. ICICI Bank BizSavings Account Eligibility

1.1. Entry to the ICICI Bank BizSavings Account is based on the Account Holder(s) satisfying the prevailing eligibility criteria for the respective Account variant and acceptance of the ICICI Bank BizSavings Account Terms by the Account Holder(s).

1.2. The Account Holder(s) reserves the right to decline/opt out of the upgrade to the ICICI Bank BizSavings Account through acceptable electronic or physical means as prescribed by ICICI Bank.

1.3 On receipt of request from primary member for creation of ICICI Bank BizSavings

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Account family ID, Bank will send communication via e-mail and SMS to all the Account Holder(s) registered email and mobile number being linked in the ICICI Bank BizSavings Account ID informing them if they do not wish to link their account, they have an option to opt out by calling the Bank Customer Care Centre or visiting your nearest ICICI Bank branch.

1.4 In case any Account Holder/family member wishes to opt out of the ICICI Bank BizSavings Account linking request, the Bank will not process the family ID creation request.

1.5 In the event the primary member chooses to close his/her/its relationship post creation of Family ID with the Bank or ceases to exist/de-links from the ICICI Bank BizSavings Account Banking ID, the ICICI Bank BizSavings Account ID shall stand dissolved and the benefits under the ICICI Bank BizSavings Account Banking shall be cancelled and the original obligations of all the linked Account Holders/family members shall revert back as per the contracted terms and conditions applicable at the as per account variant before linking to the family ID.

<u>2. ICICI Bank BizSavings Account terms and conditions and Features and Benefits</u> (the "Features")

2.1. Features refers to any of the facilities, discounts, services or arrangements offered to the Account Holder(s) as a result of being a part of the ICICI Bank BizSavings Account family ID. The Features may be introduced/amended from time-to-time and may vary by ICICI Bank BizSavings Account type. Features may also vary within the same ICICI Bank BizSavings Account(s), depending on whether the Account Holder(s) continues to satisfy the prevailing criteria for that ICICI Bank BizSavings Account variant.

2.2. The Features are applicable till the time the Account Holder(s) are a part of the ICICI Bank BizSavings Account family ID.

2.3. The Features are subject to prevailing regulatory guidelines for various customer types (Resident Individuals//HUF).

2.4. Taxes as applicable would be charged separately.

2.5. ICICI Bank reserves the right to appoint / change the Relationship Manager of the Account Holder(s) under the ICICI Bank BizSavings Account ID.

2.6. Locker facility is subject to availability at branch.

2.7. The Features may be extended to such Account Holder(s)'s (primary member, business and/or family relationship(s)) to form a ICICI Bank BizSavings Account Banking family ID at the discretion of the Bank and based on consent (through electronic or physical means) received from both the primary member and the prospective linked Account Holder(s).

2.8. The Account Holder(s) agree that If the QAB required as per ICICI Bank BizSavings Account requirement and eligibility are not maintained for a quarter or three consecutive months (for any other reason as deemed fit by the Bank), the Bank reserves the right to withdraw the prevailing ICICI Bank BizSavings Account Features and dissolve/close the ICICI Bank BizSavings Account family ID with or without prior intimation. In case of such withdrawal of prevailing ICICI Bank BizSavings Account entitlement, all the Features will be withdrawn/delinked and Account Holder(s) previous account variant will be reinstated with the minimum balance (MAB/QAB) requirements as applicable, fees & charges will be applicable as per the standalone product / account variant/s held by the Account Holder(s). The Bank shall not be responsible / liable in any manner whatsoever for any costs, losses, damages or expenses, or other consequences, caused by reason of such instance/ migration/downgrade.

2.9. An ICICI Bank BizSavings Account family ID can be formed with a minimum of two (One Current account and one Savings Account) and maximum of six accounts with a combination of current and savings account.

2.10. All Savings Accounts and current account variants (except the Small Account, No Frills Savings Account, Bank@Campus Account, society banking, NRI, escrow accounts including, RERA, & Overdraft) or any other savings or current account variant as applicable from time to time can be a part of the ICICI Bank BizSavings Account ID under the Titanium Privilege Family/ Gold Privilege Family. The variants may be modified/deleted/updated as per ICICI Bank's discretion.

2.11. Each family will have a primary customer/member ID for the family ID. A Young Stars (Minor) account holder cannot be a primary holder in the family ID.

2.12. The Family Monthly Average balance (FMAB) (or) Family Deposit & Investment Value (FDIV) (or) Family Total Relationship Value (FTRV) shall be maintained collectively by all the Account Holder(s) linked under the ICICI Bank BizSavings Account family ID or in a single account of the Account Holder.

2.13 If any of the Account Holder(s) rejects/opt outs of the linking request at the time of ICICI Bank BizSavings Account creation, then the request for linking of such accounts under Family ID would be cancelled.

2.14 Upgrade facility to be available for upgrading a ICICI Bank BizSavings Account family ID from a normal/regular to any higher family variant.

2.15 Acceptance of these ICICI Bank BizSavings Account Terms overrides the acceptance of any other conflicting terms and conditions accepted by Account Holder(s) in relation to the individual account variant existing with the Bank.

2.16 In case registered email ID or mobile number is linked to multiple Customer IDs of the Bank then the consent through such means will be deemed to have been received for all the Customer IDs linked to those e-mail ID/address or mobile number.

2.17 The Account Holder(s) agree that the primary Member would be the first and primary point of contact for the Bank in relation to the ICICI Bank BizSavings Account.

2.18. Consent to be part of the ICICI Bank BizSavings Account family ID & acceptance of the P a g e 56 | 59

ICICI Bank BizSavings Account Terms also includes consent for future downgrade to suitable ICICI Bank BizSavings Account family ID or to regular status based on Account Holder's/Group's balances.

2.19. The Account Holder(s) in the ICICI Bank BizSavings Account family ID hereby agrees that the Bank may upgrade the ICICI Bank BizSavings Account to a higher program with better benefits depending on the eligibility and relationship value.

2.20. The Account Holder(s) further agrees to inform/communicate to the Bank for the change of primary member in the event of death /account closure/conversion from the Resident to Non Resident status of the primary member.

2.21. The Account Holder(s) hereby authorises and provides consent in favour of the primary member ID for addition of any new Account Holder(s) to the ICICI Bank BizSavings Account Family ID without any specific consent. Each of the Account Holder(s) hereby agrees that such decision of the primary member would be final and binding on us and that the Bank shall not be liable for any claims arising from relying on such instructions from the of the Account Holder(s).

ICICI Bank BizSavings Account modification requests such as:

- a) New family member linking new member and primary member signature required.
- b) Family member delinking Signature of exiting member only required.
- c) Family ID closure/deletion, Upgrade and Down Grade of ICICI Bank BizSavings Account family ID – All family member(s) consent/signature required.

2.22. Linking your account to the ICICI Bank BizSavings Account family ID, does not grant any access or permit other members of the ICICI Bank BizSavings Account family ID to view/make any requests / instructions in your / other linked account/s.

2.23 The family ID including the Karta for HUF accounts and all Current account signatories hereby agrees to hold harmless ICICI Bank from and against any and all liability or any other loss that may occur, if any claims are raised by any Account Holder(s), their representatives/heirs against the Bank, pursuant to the ICICI Bank BizSavings Account family ID creation and linking of the family members under the ICICI Bank BizSavings Account Banking Facility.

2.24 The Bank reserves the right to amend and change/discontinue all or any of the Features / services

/fees / charges / eligibility criteria of the ICICI Bank BizSavings Account. However, any such amendment shall be made effective after prior notification. The Bank may communicate such amendments by hosting them on the Website or in any other manner as decided by the Bank.

III. ICICI BANK SALUTE DOCTORS ACCOUNT (IF APPLICABLE)

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For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website for more information.

The Customer, hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products, offers and services for and in respect of the Salute Doctors Account ("Salute Doctors Account") The terms and conditions ("Salute Doctor Terms") as mentioned in this section are in addition and not in derogation to the Terms and Conditions. To the extent of any inconsistency between the Salute Doctor Terms and the Terms and Conditions, Salute Doctors Terms shall prevail.

Definitions:

i. **"Customer**" here means a resident Indian doctor holding a Salute Doctors Account with ICICI Bank.

1. Salute Doctors Account may be opened:

- I. By the Customer in his/her own name.
- II. Two or more persons in their joint names, however the primary account holder shall be a resident Indian doctor.

2. Operating Salute Doctors Account

a) ICICI Bank shall have the sole and absolute discretion, without assigning any reasons (unless required by applicable law) and without providing any notice, to downgrade the status of the Salute Doctors Saving Account of the Customer to any other appropriate status at any time if the Customer/s do not fulfil the specified criteria and/or minimum MAB/Monthly Average Balance, as may be applicable as per ICICI Bank policy and/or any other criteria which ICICI Bank may deem necessary for them to maintain this Salute Doctors Saving Account.

b) Under no circumstances shall ICICI Bank be liable to the Customer/s for any direct, indirect, incidental, consequential, special or exemplary costs, losses, damages or expenses, incurred by the Customer/s due to any change in the status of the Salute Doctors Account.

c) In case if the Customer opts for any family banking variant, in that case terms & condition of the Family Banking, Savings Family Banking & ICICI Bank Biz-Savings Account will be applicable. The Customer understands and agrees that Salute Doctors Accounts having a joint mode of operation shall not be eligible for up-gradation through internet based channels like internet banking or ICICI Bank's mobile banking application.

d) Offers on debit cards associated with the Salute Doctors Account are subject to change from time to time at the sole discretion of ICICI Bank. The Customer shall be responsible for regularly reviewing the terms and conditions including amendments thereto as may be posted on the Website.

IV. TERMS AND CONDITIONS FOR PRIME AND PRIME PRO (If Applicable):

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PRIME AND PRIME PRO

For all details on the features, rates, charges, and general information on this account variant, please refer to the specific product page on the Website.The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products, offers and services for and in respect of the Prime and Prime Pro Savings Account variant (hereinafter referred to as "Prime Program" collectively and "Prime" and "Prime Pro" individually wherever the context requires). These terms and conditions pertaining to the Prime Program are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for the Prime Program shall prevail for all intents and purposes with respect to the Prime Program only.

The Prime & Prime Pro program is available on select locations only.

All capitalized terms used but not defined herein shall have the respective meanings described to it in the Terms and Conditions

1. Definitions:

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

"Customer" refers to any person holding an Account or maintaining any deposit, any other account, any other relationship, whether loan based or otherwise with ICICI Bank and shall include his heirs, executors, legal representatives, executors, as applicable to the specific type of Customer. In case of the Customer being a minor shall mean the minor acting through his/her natural Guardian or by a Guardian appointed by a court of competent jurisdiction.

2. Eligibility Criteria:

The Customer understands that by enrolling into the "Program", the Customer will be required to maintain threshold values as defined hereunder and as may be revised from time to time at the sole discretion of ICICI Bank the end of every calendar quarter. The Customer agrees that any revision to the threshold values shall be updated by revision of these Terms and Conditions and shall be binding and effective from the date on which the Terms and Conditions are updated. Continuous usage of the Account shall be deemed to be considered as an acceptance of any change in the Terms and Conditions.

The Customers have a choice to maintain a threshold balance in either of the categories, at least once in three consecutive months to continue to enjoy the benefits of the Prime Program.

Prime

Customer may adhere to any of the below threshold values:

- Deposits (Current Account + Savings Account + Fixed Deposit) >= Rs. 5 lakhs
- Deposits + Loans/Credit Card Spends + Demat balances > = Rs. 10 Lakhs
- Savings and Current on Average balances
- Fixed Deposits on Month end balances

- Demat Balances only Equity holdings
- Auto/Personal/Business/Education Loans on disbursed amount
- Credit cards spends: average of 12 months or period of holding the card whichever is lower
- LAS/LMF on Amount approved for Disbursement
- Home Loan = Rs. 25 Lakhs

Prime Pro

Customer may adhere to any of the below threshold values:

- Deposits (Current Account + Account + Fixed Deposit) > = Rs. 10 Lakhs
- Deposits + Loans/Credit Card Outstanding+ Demat balances > = Rs. 20 Lakhs
- Savings and Current on Average balances
- Fixed Deposits on Month end balances
- Demat Balances only Equity holdings
- Auto/Personal/Business/Education Loans on disbursed amount
- Credit cards spends: average of 12 months or period of holding the card whichever is lower
- LAS/LMF on Amount approved for Disbursement
- Home Loan = Rs. 50 Lakhs

Single initial funding cheque will be collected as follows:

- Prime: Rs. 50,000
- Prime Pro: Rs. 1,00,000

All loan values are considered based on the disbursement value of such loan and if the loan disbursed is active in the quarter of evaluation, then the disbursed value will be considered for calculation of the threshold. Credit Card outstanding shall be taken as an average of the given financial year.

Only Individual Current Account holders and Proprietor current accounts will be considered for the Current Account balances and fixed deposits linked to the current account.

Deposit balances will be calculated at monthly average balances except for fixed deposits that will be calculated on a month end balance basis.

The Customer can add immediate family members (upto 5 members) to the Prime Program. All the family member's relationships including cumulative value of the savings, eligible current accounts, deposits, eligible loan disbursement values, credit card average spends (including add on cards) and demat balances only equity balances will be considered for the cumulative threshold value under the program.

Prime & Prime Pro Program will be available for family banking. All relevant relationships as captured in the threshold criteria of such family held with ICICI Bank will be taken into

consideration when determining the eligibility for the Prime Program.

Customer after availing the Prime Program needs to meet any of the threshold levels set out in these Terms and Conditions at least once in preceding 3 months failing which the Customer shall be downgraded to a lower Prime Program variant if applicable or to a regular Account variant.

3. Non-Maintenance of MAB:

Customer shall not be liable to maintain MAB for their Accounts and no charges for nonmaintenance of MAB shall be levied on the Customer provided the threshold/eligibility criteria is adhered to. Customers who do not meet the said requirement, will be downgraded to a lower Prime Program variant if applicable or to a regular Account variant with prior intimation. In addition to such downgrade any other features extended to the Customer by virtue of being a part of the Prime Program shall also stand withdrawn.

In case the Customer has opted for family banking under the Prime Program, the benefits of the entire family will be migrated to a regular family Account and the corresponding benefits will be applicable.

If the Customer is downgraded to a regular Account variant due to non-adherence to the threshold defined herein, the MAB obligations corresponding to such variant in accordance with the Terms and Conditions shall become applicable to the Customer from the date of such downgrade and Customer shall be obligated to non-maintenance of MAB charges to ICICI Bank as prescribed by ICICI Bank and such charges may be deducted from the Account. In case of family banking relationship, the charges will be levied only on the primary account holder.

ICICI Bank shall not be liable in any manner whatsoever for any costs, losses, damages or expenses, or other consequences, caused by reason of such migration and/or downgrade.

J. BANK@CAMPUS (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third parties from time to time, for all transactions, products and services for and in respect of the Bank@Campus Account, or ICICI Bank's other products and services, shall constitute legally binding and valid transactions. These terms and conditions pertaining to BANK@CAMPUS ("Bank@Campus Terms") as mentioned in this Section of the Terms and Conditions are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for BANK@CAMPUS shall

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prevail for all intents and purposes with respect to BANK@CAMPUS only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

- i.Applicant(s) desiring to open a Bank@Campus relationship should be resident students who have completed 18 years of age at the time of opening of the account. This account variant is available only at select campuses/institutions/colleges.
- ii.The Applicant need(s) to sign a relationship form and declare therein that he/she has agreed to abide by the rules which are in force from time to time.
- iii.On the completion of current educational course customer shall intimate ICICI Bank of the same, update his/her latest communication address in the Account and also communicate his/her intention to continue the account, if eligible to do so, at the sole discretion of ICICI Bank. Further, he/she is aware that in the absence of any such communication about the completion of his/her current educational course and/or completion of 5 years from date of account activation and/or his/her attaining the age of 27 (Twenty-seven) years whichever is earlier, Bank reserves the right to freeze the account for all banking transactions. Upon submission of relevant KYC documents, account will be unfreezed and converted to a regular savings account and Terms and Conditions applicable to ICICI Bank Savings accounts shall apply henceforth.

K. ICICI BANK SALARY & EMPLOYEE REIMBURSEMENTACCOUNTS (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to the ICICI Bank Salary and Employee Reimbursement Accounts ("Salary Account" and/or "ERA") as mentioned in this section of the Terms and Conditions (the "Salary Account Terms" and/or "ERA Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Salary Account and/or ERA, these Salary Account and/or ERA Terms shall prevail for all intents and purposes with respect to Salary Accounts and ERA only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the Salary Account and/or ERA or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

These Salary Account and/or ERA Terms are applicable for operating a salary account ("Salary Account").

1. Definitions:

Irrespective of the definition provided in section I of the Terms and Conditions, the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to Salary Account and/or ERA:

i."Customer" for the purpose of the Salary Account and/or ERA shall mean the individual employed with the entity (the "**Employer**") who has been offered a Salary Account scheme (the "**Scheme**") by ICICI Bank and which Scheme has been duly accepted by the Employer.

2. Other terms and conditions

i. The Customer represents that he/she has read and understood the terms and conditions under which the Salary Accounts Scheme is offered to the corporate and agrees to be bound by the terms of the Scheme for the purpose of operation of the Salary Account. The Customer/primary account holder, in employment with the Employer agrees that the Employer has the full right to reverse any instruction given by them to credit the Customer's Account for any amount and the Customers and joint account holders (if any), will not dispute or hold the Bank responsible for any such debits in the Account. For this purpose, the entity/ organization from whom the last salary credit has been received shall be considered as the Employer.

- ii. In the event the employment of the Customer with the Employer ceases, the Customer shall immediately notify ICICI Bank regarding such termination of employment. On termination of the employment, ICICI Bank reserves the right to close the Salary Account or to treat the Salary Account as an Account wherein the customer will cease to enjoy any/all benefits under Salary Account scheme, provided however the Customer deposits all documents as required by ICICI Bank and under such circumstances, these Terms shall cease to apply to such Account and it shall be governed by the Terms and Conditions.
- iii. In the event of change in Employer, the Customer shall immediately notify ICICI Bank regarding change in employment status and authorize ICICI Bank to change the Employer details based on such information being received from the Customer or his current employer or otherwise.
- iv. In the event of change in employment status, the benefits applicable to the Salary/ reimbursement account stand to be modified. The joint a/c holders agree to these terms and will not dispute the same due to change in employer status of the primary A/c holder.
- v. While there is no MAB requirement for Salary Account. However, in case there are no salary credit(s) for 3 consecutive months, even if other transactions are being conducted, then ICICI Bank may choose to (with or without notice to the Customer):
 - i. not treat such a Salary Account as a salary Account type; and/or
 - ii. migrate the Salary Account to type than Salary Account held by the Customer and

the Customer may/may not be required to maintain the MAB as applicable from time to time (Click here for details- <u>https://www.icicibank.com/service-</u> <u>charges/regular-</u> <u>savings-account.page</u>?) on the revised Account type and shall have to comply with the schedule of charges and the other terms and conditions as applicable to the specific Account type.

The Customer understands that post conversion of the Salary Account to a nonsalary type (as detailed above), if ICICI Bank identifies that there are salary credits received in the Account for 3 consecutive months, ICICI Bank at its sole discretion has the right with or without prior notice or intimation to convert the said Account back to a Salary Account variant in line with the salary credits received and the Customer shall have to comply with the terms and conditions of the Salary Account as applicable.

In addition to other Account closure rights of ICICI Bank, in the event there are no salary credits for 3 consecutive months, and there are no transactions in the Salary Account/ the Salary Account is not maintained by the Customer in a manner satisfactory to ICICI Bank, ICICI Bank also reserves the right to close the Salary Account and terminate the relationship; or to freeze all operations in the Salary Account.

- vi. The Customer authorizes the bank to transfer his/her account from one branch to another on request received from the Customer's employer.
- vii. That any modification in the salary account with respect to addition, deletion of name, address modification shall be applicable to the Employee Reimbursement Account as well.
- viii. In case of a joint account, both the applicant and joint applicant are singly and jointly liable for Overdraft if any, even if the application cum demand promissory note is signed by the applicant alone.
- ix. For opening and operating the Employee Reimbursement Account ("ERA"), the applicable Employee Reimbursement Account terms ("ERA Terms") shall be read in addition to the other terms and conditions applicable to ICICI Bank products and services including but not limited to the savings account(s), salary account(s), current account(s) etc. (hereinafter referred to as the "Primary Terms and Conditions"). Wherever there is a conflict between these ERA Terms and the Primary Terms and Conditions, these ERA Terms shall prevail. All capitalized terms not defined herein shall have the meaning as ascribed to in the Primary Terms and Conditions.
- x. For the purposes of the ERA Terms, "Customer" for the purpose of the Salary Account and/or ERA shall mean the individual employed with the entity (the "Employer") who has been offered a Salary Account scheme (the "Scheme") by ICICI Bank and which Scheme has been duly accepted by the Employer. All terms no
 xi. The Customer declares, understands, confirms and agrees that:
- i. All the particulars and information given in the ERA application form (and all documents referred or provided therewith) are true, correct, complete and up to date in all respects and I/we have not withheld any information.
- ii. Customer has read and fully understood the contents of the schedule of charges provided in the Tariff guide as set forth at Website.
- iii. The mode of operation and nomination of the ERA shall be the same as specified at the time of opening of the Salary Account. On successful opening of the ERA, the Salary Account debit card will be linked to the ERA.
- iv. Customer shall not be entitled to receive any deliverable including but not limited to cheque book facility, additional debit card etc. for the ERA opened.
- v. ICICI Bank reserve the right to reject the Customer's application made for the ERA without providing any reason.

- vi. It is the responsibility of the Customer to inform ICICI Bank immediately on termination of the Customer's employment with the Employer as mentioned in the application form whereupon the Customer will cease to enjoy any or all benefits under the ERA. In the event ICICI Bank receives intimation from any source of termination of the employment with the Employer, ICICI Bank reserves the right to close/freeze the ERA with or without any further notice. ICICI Bank further reserves the right to close any ERA opened in relation to the Salary Account, with or without notice, if there are no credits in the Salary Account for 3 consecutive months, or for any other reason regulatory or otherwise. Further the Customer hereby authorize ICICI Bank to change the Employer details based on such information being received from the Customer or his current employer or otherwise.
- vii. Customer is only permitted to open a single ERA with ICICI Bank and affirms that the Customer does not hold any ERA with ICICI Bank at the time of filling this application form. Further, the Customer is aware that such ERA can be opened at any branch of ICICI Bank irrespective of the Branch where the Salary Account is maintained.
- viii. Any modification in the Salary Account with respect to addition, deletion of name, address modification, shall be applicable to the ERA.
- ix. ICICI Bank is authorized to issue a consolidated certificate for Tax Deducted at Source, if applicable, on interest paid or credit during the financial year in accordance with prevailing Income Tax Laws unless otherwise requested by me/us through prior intimation.
- Tax will be deducted at source as per prevailing income tax laws subject to a certificate from Indian tax authorities for nil / concessional rate of tax deduction.
 Customer also understands and agrees that tax implications including documentation requirement are subject to change from time to time.
- xi. Cash deposits are prohibited in the ERA.
- xii. In the event the Employer instructs ICICI Bank to reverse any deposit made by the in the ERA within three (3) working days from the date of such deposit, ICICI Bank shall act upon such instruction and the Customer will not dispute or hold the bank responsible for any such debits in the ERA. For this purpose, the entity/organization from whom the last salary credit has been received shall be considered as the Employer. ICICI Bank shall however not be liable in any manner whatsoever for having acted upon the aforesaid instruction of the Employer.
- xiii. Customer authorises the bank to transfer the ERA from one branch to another on request received from Employer.

L. ICICI ASSET LINKED SAVINGS ACCOUNT (ALSA) (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to the ICICI Bank Asset Linked Savings Account ("ALSA Account") as mentioned in this section of the Terms and Conditions (the "ALSA Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for ALSA, these ALSA Terms shall prevail for all intents and purposes with respect to ALSA Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the ALSA Account or ICICI Bank's other products and services, shall constitute legally binding and valid transactions. All capitalized terms used herein but not defined shall have the same meaning assigned to them under Savings Account Terms and Conditions.

1. Definitions:

Irrespective of the definition provided in section I of the Terms and Conditions, the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to ALSA:

- i. "ALSA Account" shall mean an ICICI Bank's savings account, through which at least one equated monthly instalment ("EMI") is paid (either by giving standing instruction mandate or through post-dated cheque) towards repayment of ICICI Bank Ioan / facility and/or in which a minimum Monthly Average Balance (MAB) of Rs.10,000/- (Rs.5,000/- in selected cities*) is maintained.
- ii. **"Standing Instruction**" shall mean instruction/s in the manner specified by ICICI Bank from time to time, issued by the Customer to debit amount equal to EMI from his ALSA Account towards the repayment of ICICI Bank's loan amount / facility amount on a specified date of a month / quarter.
- iii. **"Pre signed cheques"** shall mean post-dated cheques signed and furnished by the Customers towards the repayment of ICICI Bank's loan amount / facility amount.
- iv. "ALSA Account Holder" shall mean such Customer who holds an ALSA Account with ICICI bank.

2. Terms:

- i. The ALSA Account Holder shall not be required to maintain a minimum MAB in the ALSA Account if EMI for repayment of ICICI Bank's loan amount / facility amount is received in the month either by way of standing instructions towards such payment or by rendering of post-dated cheque through the ALSA Account towards such ICICI Bank's loan repayment.
- ii. Any EMI Payment towards ICICI Bank's loan / facility, by cash will not be eligible for zero minimum balance facility in the ALSA Account.
- iii. In the event the ALSA Account Holder chooses not to repay ICICI Bank's facility amount

/ loan amount through his ALSA Account by either providing standing instructions

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or rendering post-dated cheques, the ALSA Account Holder shall be required to maintain below specified minimum balance in ALSA Account. The ALSA Account Holder shall be required to maintain minimum MAB requirement of Rs.10,000/- (Rs.5,000 in selected cities*) for the ALSA Account.

- iv. In the event the above said MAB requirement is not maintained the ALSA Account Holder shall be obliged to pay the MAB charges as may be applicable during the period of the quarter and as may be specified by ICICI Bank from time to time.
- v. The above changes are applicable with effect from July 01, 2008.

M.BASIC SAVINGS BANK DEPOSIT ACCOUNT ("BSBD Account") (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to the Basic Savings Bank Deposit Account ("BSBD Account") as mentioned in this Section of the Terms and Conditions (the "BSBD Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions ('Terms and Conditions'). To the extent of any inconsistency, the terms and conditions as set out herein for BSBD Account, these BSBDTerms shall prevail for all intents and purposes with respect to BSBD Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the BSBD Account or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

- i. The Basic Savings Bank Deposit Account is available only to resident Indians (or Foreign Nationals fulfilling the residency criteria) above the age of 18 years. The account is not available to individuals in the capacity of Karta of Hindu Undivided Family ("HUF") Karta's, Non-resident Indians ("NRI") and foreign nationals not completing residency criteria as per Income tax are not eligible to open the Basic Savings Bank Deposit Account
- ii. The Customer confirms that he/she does not have any BSBD account with ICICI Bank or any other Bank. The customer also agrees and confirms that he/she does not have any existing savings bank account with ICICI Bank prior to opening of BSBD Account and is aware that an existing BSBD account customer cannot open another BSBD account or regular savings account with ICICI Bank . In case another savings account is identified for existing BSBD account customer, then ICICI Bank shall close the latest opened savings account without any further notice, due to the incorrect/false declaration provided by the Customer. For Eg. If existing BSBD account customer has opened a regular savings account subsequently, Regular savings account will be closed and if regular savings account holder has opened BSBD account subsequently, BSBD account will be closed.

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iii. Fees and Charges

- a) There is no monthly average balance requirement for this account.
- b) The Bank will issue ATM-cum-Debit Card free of cost.
- c) Customer will be eligible for unlimited deposits through various channels.

iv. Transaction Charges

All banking transactions like issuance/ revalidation/ cancellation of DD/ PO, outstation cheque clearing etc. are subject to charges. The Bank may charge the customer such service charges as decided by the Bank from time to time, for all or any of the facilities availed by the customer as provided by the Bank with intimation to the customer. Further, any government charges, duties or taxes developing from the provision of any of the facilities shall, if imposed upon the Bank (either directly or indirectly), shall be debited from the customer's account.

N. BASIC SAVINGS SMALL DEPOSIT ACCOUNT ("Small Deposit Account") (IF APPLICABLE)

Customer agrees and understand that a Small Deposit Account is opened for customers who do not have KYC documents. This account can be opened basis a recent photograph and signature of the Customer.

All the BSBD Terms shall apply to Small Deposit Accounts. In addition to the BSBDA Terms, Customer agrees to the restrictions on operations for Small Deposit Account and that he/she is aware that the Small Deposit account will be frozen if:

- a. If the total withdrawal in a month exceeds Rs. 10,000/-.
- b. If the account balance exceeds Rs. 50,000/·at any point of time.
- c. If the total credits in the account exceeds Rs. 100,000/ in a financial year.
- d. If there is Foreign remittance in the Small DepositAccount
- i. Customer needs to submit the evidence of having applied for KYC document within 12 months of opening of the BSBD Account or else account will be marked credit freeze without any prior intimation.
- ii. Customer has to submit the KYC documents within 24 months from the opening of Small Deposit Account or else, total freeze will be marked in account without any prior intimation.
- iii. On the Small Deposit Account being put under freeze, customer can get the account activated anytime by submitting the valid KYC documents at any ICICI Bank branch.

O.NO FRILLS ACCOUNT (IF APPLICABLE- This is discontinued from-November 26th 2012.)

Except to the extent as specified in the terms and conditions contained herein, the terms & conditions applicable to savings account "**Terms and Conditions**" shall apply to No Frills Accounts. To the extent of any inconsistency, the terms and conditions as set out herein, shall prevail for all intents and purposes with respect to No Frill Accounts. All Terms and Conditions applicable to savings bank accounts for the establishment of a relationship and the opening and operating of savings accounts are applicable to this account. For specific charges and restrictions on this account please refer the Tariff Sheet.

- i. The No Frills Account is available only for resident Indians above the age of 18 years. The account is not available to individuals in the capacity of Hindu Undivided Family ("**HUF**")- Kartas.
- ii. Non Resident Indians ("**NRI**") will not be offered this product.

P. FOREIGN NATIONAL RESIDENT ACCOUNT (IF APPLICABLE):

For all details on the eligibility, features, rates and charges and general information on this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to the Foreign National Resident Account ("FNR Account") as mentioned in this Section of the Terms and Conditions (the "FNR Account Terms") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for FNR Account, these FNR Account Terms shall prevail for all intents and purposes with respect to FNR Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the FNR Account or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

Foreign nationals employed in India and holding valid visas are eligible to maintain Foreign National Resident Accounts with ICICI Bank as per extant Reserve Bank of India ("**RBI**") regulations.

- i. The resident savings account is opened by foreign nationals residing in India for more than 182 days and holding a valid visa for taking up employment or for carrying on business or vocation in India ("FNR AccountHolders").
- ii. The FNR Account holders have to get their renewed visa details updated with the Bank at least 5 working days before the date of expiry of the visa.
- iii. If the renewed visa details are not updated, the account shall be marked with total freeze basis which no transaction would be performed from the date of expiry of the Visa of the Foreign national.
- iv. The foreign national can collect their pending dues in India by requesting the redesignation of their Account to a Non-Resident Ordinary Account ("NRO") on leaving the country after their employment to enable them to receive the pending dues, subject to regulatory guidelines issued by RBI and the applicable terms and conditions with respect to NRO accounts as detailed by the Bank. PAN will be required in accounts with taxable income.
- v. The freeze can be removed by submitting the renewed visa details at the nearest ICICI bank branch

Q. ICICI FREEDOM SAVINGS ACCOUNTS (DISCONTINUED SINCE April 1, 2010) (IF APPLICABLE)

For all details on the eligibility, features, rates and charges and general information on

this account variant, please refer to the Website (product page) for more information.

These terms and conditions pertaining to the ICICI Freedom Savings Account ("**Freedom** Savings Account") as mentioned in this Section of the Terms and Conditions (the "**Freedom Savings Account Terms**") are in addition and not in derogation to ICICI Bank's savings bank account Terms and Conditions. To the extent of any inconsistency, the terms and conditions as set out herein for Freedom Savings Account, these Freedom Savings Account Terms shall prevail for all intents and purposes with respect to Freedom Savings Account only. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Terms and Conditions.

The Customer hereby agrees to adhere to and comply with all such terms and conditions, as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products and services for and in respect of the Freedom Savings Account or ICICI Bank's other products and services, shall constitute legally binding and valid transactions.

1. Definitions:

Irrespective of the definition provided in section I of the Terms and Conditions, the following words and phrases shall have the meanings as set herein below unless the context indicates otherwise with respect to Freedom Savings Account:

- (a) **"Freedom Account"** shall mean an Account, in which a minimum MAB of Rs. 10000 is maintained and which can be operated at Non-ICICI ATMs without levy of any added charge for such operation at Non-ICICI ATMs.
- (b) "Non-ICICI ATMs" shall mean such ATMs other than ICICI Bank ATMs that are affiliated to Master Card and VISA.
- (c) "Freedom Account Holder" shall mean such Customer who holds a Freedom Account.

2. Registration:

The Customer shall be required to submit registration form at any ICICI Bank branch or by giving instruction to that effect at ICICI Bank Customer Care Centre, or by submission of written request at the time of submission of AOF. On such successful registration the Customer shall be deemed to be a Freedom Account Holder.

3. Terms:

- (a) A Freedom Account Holder shall be entitled to carry out all permissible operations with respect to the Freedom Account, at Non-ICICI ATMs, without payment of any charge/fees for the same, provided the MAB requirement for a Freedom Account is maintained at all times.
- (b) In the event the above said MAB requirement is not maintained the Freedom Account Holder shall be obliged to pay the requisite charges as may be applicable for transacting on Non-ICICI ATMs during the period of the quarter.

NOTE: For each Account variant/product feature(s) and benefits, including the applicable charges, fees, MAB requirements, default charges for non-maintenance of MAB and other applicable terms and conditions please visit the ICICI Bank website ("Website").

+ FOR TERMS & CONDITIONS GOVERNING THE USE OF THE MOBILE BANKING P a g e 70 | 59

SERVICE PROVIDED BY ICICI BANK LIMITED- please refer the below link: <u>Click here</u>

- FOR TERMS AND CONDITIONS GOVERNING THE INTERNET BANKING SERVICE OF ICICI BANK- please refer the below link: <u>Click here</u>
- TERMS AND CONDITIONS FOR THE ISSUE AND USE OF ICICI BANK ATM CARDSplease refer the below link:

Click here

• TERMS AND CONDITIONS FOR THE ISSUE AND USE OF ICICI BANK DEBIT CARDSplease refer the belowlink:

Click here

• TERMS AND CONDITIONS FOR ICICI BANK DEBIT CARDS - With effect from 31st July, 2020 a standard Debit Card* and account opening kit will be issued to the Customer. Customers can choose their desired transaction limits by using the "Set your own Transaction limit" feature through iMobile, Internet Banking or by calling Customer Care. For details refer link

Click here

*Excluding, wealth customers and defence customers.

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