

## Terms & Conditions

1. Definitions: In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:  
"Account(s)" or "Accounts" or "Account" refers to the Client's depository account(s) maintained with ICICI Bank.  
"Client(s)" means refers to a customer of ICICI Bank maintaining a depository account with ICICI Bank and availing of the Services (herein below defined). "Website" refers to the website owned, established and maintained by ICICI Bank located at the URL [www.icicibank.com](http://www.icicibank.com).
2. The Client may subscribe/request for receiving the transaction statements of the Account with ICICI Bank through electronic medium such as e-mail or website (here in after referred to as the "Services"). These Terms and Conditions (hereinafter referred to as the "Terms") form the contract between the Client and ICICI Bank for availing the said Services. The Client shall apply to ICICI Bank in the prescribed form for use of the said Services. By applying for or availing of the said Services, the Client acknowledges, accepts and agrees to these Terms.
3. ICICI Bank shall endeavour to provide to the Client, through electronic medium such as e-mail or website the transaction statements pertaining to the Client's account. The electronic delivery may be in the form of an electronic mail or an attachment to the electronic mail or in any other form as decided by ICICI Bank and intimated to the Client.
4. ICICI Bank would be deemed to have fulfilled its legal obligations to deliver to the Client the transaction statements if such transaction statements are sent through electronic means at the email address provided by the Client to ICICI Bank. Failure on the part of the Client to advise ICICI Bank of any difficulty in opening any transaction statement so delivered within twenty-four (24) hours after delivery by ICICI Bank shall serve as an affirmation regarding the acceptance of such transaction statement.
5. The Client agrees not to receive transaction statements in a physical form from ICICI Bank once the Client has agreed to avail such Services. However, notwithstanding the above, the Client will receive the annual transaction statement in physical form. In the event ICICI Bank is unable to provide transaction statements through an electronic medium due to any unforeseen problems and/or temporary technological lapses/failure, ICICI Bank shall ensure that the transaction statement reaches the Client in physical form as per the time schedule stipulated in the By Laws & Business Rules of Regulator. In case of BSDA, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.
6. In the event the Client selects to avail the Services, the Client shall immediately inform ICICI Bank about any change in his/her/it's email address as provided earlier to ICICI Bank.
7. ICICI Bank does not provide any warranty and makes no representation whatsoever about the accuracy, authenticity and/or completeness of the transaction statements provided through electronic medium. While ICICI Bank shall endeavour to provide the transaction statement as requested by the Client promptly, ICICI Bank shall not be responsible for any non-response or delay in providing the transaction statements to the Client due to any reason whatsoever, including but not limited to, due to failure of operational systems or any requirement of law.
8. The Client will take all the necessary steps to ensure confidentiality and secrecy of the login name and password of the internet/email account.
9. The Client is aware that the transaction statements may be accessed by other entities in case the confidentiality/secrecy of the login name and password is compromised.
10. The Client accepts full responsibility for the monitoring and safeguarding of the Client's accounts with ICICI Bank. The Client shall immediately notify ICICI Bank in writing, delivered via e-mail and/or Registered AD: (a) if the Client becomes aware of any loss, theft or unauthorised use of the passwords or digital signatures of the Client, as the case may be and the Client's account number; or (b) Any inaccurate information in the account balances, investment products positions, or transaction history.
11. If the Client fails to notify ICICI Bank immediately upon the Client's knowledge about the time when any of the above conditions (as mentioned in clause 10) occur, neither ICICI Bank nor any of its officers, directors, employees, agents, affiliates or subsidiaries can or will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims including but not limited to claims arising with respect to the handling, mishandling or loss of any order. Under no circumstances, including negligence, shall ICICI Bank or anyone involved in creating, producing, delivering or managing the Services for ICICI Bank be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Services, or out of any breach of any warranty.
12. Both ICICI Bank and the Client have the right to terminate such Services provided a written notice is given at least 10 (ten) days in advance to the other party.
13. ICICI Bank reserves the discretion to revise/modify/alter the Terms herein.
14. All disputes arising out of or in relation to these terms and conditions shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the competent courts at Mumbai.
15. Notwithstanding anything contained here in, all terms and conditions stipulated by ICICI Bank pertaining to the Account(s) and/or to any services/facilities offered by ICICI Bank, shall continue to be applicable to the Client. The above terms are in addition to and not in contravention of the terms and conditions forming part of the Rights & Obligations document and the "LETTER OF CONFIRMATION" signed by the Client at the time of opening the account with ICICI Bank and the terms and conditions relating to any Account(s) of the Client and/or to those relating to services/facilities offered by ICICI Bank and availed by the Client. However, in the event of a conflict in such other terms and conditions stipulated by ICICI Bank, Rights and Obligations document, Letter of Confirmation and the Terms herein, these Terms shall have an overriding effect to the extent of such conflict. The Client agrees that in the event the Client avails of any services/facilities offered by ICICI Bank through the Website, the Client shall be bound by all the terms and conditions stipulated by ICICI Bank pertaining to such services/facilities, offered by ICICI Bank and availed by the Client through the Website.