

## Terms And Conditions of CIB

### Terms and Conditions for Corporate Internet Banking

ICICI Bank Limited (“ICICI Bank”) owns, operates and maintains a website (hereinafter called as “the Website” located at [www.icicibank.com](http://www.icicibank.com)), offering online Banking and Transaction services like Corporate Internet Banking, Debt Online, Forex Online, Derivatives Online and such other similar services that may be offered in future (hereinafter referred to as Online Services). The Website acts as a facilitator for transactions between ICICI Bank and its Affiliates (collectively referred to as “ICICI Bank”) and Client and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the Website may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators.

#### 1. DEFINITIONS

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

1. ICICI Bank refers to ICICI Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at ‘Landmark’, Race Course Circle, Alkapuri, Vadodara, India, 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, which term shall include its successors and assigns.
2. AFFILIATE of ICICI Bank shall mean and include: (a) any company which is the holding company or subsidiary of ICICI Bank; or (b) a Person under the control of or under common control with ICICI Bank; or (c) any Person, in 26% or more of the voting securities of which ICICI Bank has a direct or beneficial interest or control.
3. For the purpose of this definition of AFFILIATE, “control” together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, right to appoint member(s) to the Board of Directors by contract or otherwise howsoever; and “Person” means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
4. ACCOUNT refers to the CLIENT’s Current Account and/ or any other type of account so designated by ICICI BANK to be eligible account(s) for operation of the ONLINE SERVICES. The account(s) for which the ONLINE SERVICES is availed should be in the name of the CLIENT.
5. CLIENT refers to a corporate customer of ICICI Bank availing online Banking and Transaction services like Corporate Internet Banking, Debt Online, Forex Online, Derivatives Online and such other similar services (hereinafter referred to as ONLINE SERVICES) that may be offered in future.
6. In the case of CLIENT being a Company, the Board of Directors, and in the case of an CLIENT being a corporate body other than a company, the person or persons having substantial power of management and control over such corporate body shall authorize specific person(s) (hereinafter referred to as USER and defined in the following paragraph) who will be allowed to have access to the ONLINE SERVICES and the said authorization by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with ICICI Bank.
7. CLIENT INFORMATION refers to the information about the CLIENT obtained in connection with the ONLINE SERVICES. CLIENT ID means the user identification provided to the CLIENT by ICICI BANK to enable access to its accounts with ICICI Bank.

8. CLIENT PASSWORD means the password, digital signatures or other means of authentication as ICICI Bank may specify, from time to time provided to/required to be provided by the CLIENT for accessing its accounts with ICICI Bank, using which the CLIENT may authorize or authenticate the Transactions; PERSONAL INFORMATION means the information provided by the CLIENT to ICICI Bank in the application form for availing any of the ONLINE SERVICES, as may be provided by ICICI Bank from time to time; TRANSACTION means any transaction for purchase or sale of shares, stocks, securities, currency or any other financial, fiscal and monetary instrument or banking or other services now existing or being availed of or hereafter entered into or to be provided between/by ICICI Bank and/to the CLIENT. ICICI Bank may decide to permit other Transactions or to discontinue existing Transactions from time to time, which shall be communicated in such form or manner as ICICI Bank may determine.
9. USER refers to a person authorized by the CLIENT who would be actually operating the ONLINE SERVICES as agent of the CLIENT. Any communication addressed to the USER by ICICI Bank is deemed to have been addressed to the CLIENT as well. Similarly, any communication and/or action of the USER through the ONLINE SERVICES offered by ICICI Bank will be legally binding on the CLIENT.
10. WEBSITE refers to www.ICICIBank.com, which is owned, operated and maintained by ICICI BANK for inter alia offering its ONLINE SERVICES to its CLIENT. The WEBSITE acts as a facilitator for transactions between ICICI Bank Limited and its AFFILIATES (collectively referred to as ICICI) and CLIENT and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the WEBSITE may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators.
11. Corporate Internet Banking is the trade name of ICICI Bank's Internet Banking Service. The words Corporate Internet Banking and Internet Banking Service are used interchangeably in this document.
12. Internet Banking Service or Internet Banking Services or Internet Banking refers to ICICI Bank's Internet services through which access is provided to account information, products and other services as advised by ICICI Bank from time to time to ICICI Bank's customers through the Internet. Such Internet Banking services may be provided by ICICI Bank directly or through its associates or contracted service providers.

#### 1) **INTERPRETATION**

All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". All Transactions are entered into in reliance on the fact that the Online Terms and Conditions and all other terms and conditions specified are to be read together.

In this document, all references to the CLIENT and/or USER being referred in masculine gender will also include the feminine gender.

#### 2) **CORPORATE INTERNET BANKING SERVICES**

1. CICI Bank shall endeavor to provide to the Client through Corporate Internet Banking, services such as enquiry about the balance in the Client's Account(s), type of assistance to the Client, details about transactions, Statement of Account, Request for transfer of funds and such other facilities as ICICI Bank may decide to provide from time to time. ICICI Bank may also make additions/ deletions to the services offered through Corporate Internet Banking at its sole discretion. The availability/non availability of a particular service shall be advised through email, web page of ICICI Bank or written communication.

The information provided to the Client through the Internet Banking Service is not updated continuously but at regular intervals. Consequently, any information supplied to the Client through Internet Banking Services will pertain to the date and time when it was last updated and not as the date and time when it is

supplied to the Client. ICICI Bank shall not be liable for any loss that the Client may suffer by relying on or acting on such information.

As part of the Internet Banking Services, ICICI Bank may provide the Client access to data / information / reports compiled / provided by a third party. ICICI Bank does not give any representation or warranty as to the accuracy / veracity of such data / information / reports. Further, the Client shall not disseminate, publish or circulate such data / information/ report or any part thereof without the prior consent of ICICI Bank (as the case may be) and the third party.

ICICI Bank may keep its records of the transactions in any form it wishes. In any dispute, ICICI Bank's records shall be binding as the conclusive and best evidence of the transactions carried out through Corporate Internet Banking in the absence of clear proof that ICICI Bank's records are erroneous or incomplete.

Any request for any service, which is offered as a part of Corporate Internet Banking, shall be binding on the Client as and when ICICI Bank receives such a request.

If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Client, ICICI Bank shall not be required to act on the request until it receives such documentation from the Client.

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

ICICI Bank shall take all reasonable care to, ensure the security of and to prevent unauthorized access to the Corporate Internet Banking Service using technology reasonably available to ICICI Bank.

The client shall ensure that Corporate Internet Banking or any related service is not used for any purpose which is illegal, or which is not authorized in terms of this agreement or which is improper.

The client understands and consents that by availing the said Corporate Internet Banking services, the client will be receiving a Business Banking Card /Debit card card, having selected grid values printed on the back of the said card. This card is for the purposes of a greater level of security to Internet Banking transactions.

## **I. ACCESSING ONLINE SERVICES**

ICICI Bank may offer ONLINE SERVICES to selected CLIENTS at its discretion. The CLIENT would need to be an Internet user or have legal access to the Internet and knowledge of how the Internet works. ICICI Bank will advise from time to time the Internet software such as Browsers, which are required for accessing the ONLINE SERVICES. There will be no obligation on ICICI Bank to support all the versions of this Internet software.

### **1) NOTICES**

ICICI BANK and the CLIENT may give notices under these terms :

1. Electronically to the mailbox of either Party.
2. In writing by delivering them by hand or by sending them by post to the last address given by the CLIENT and in the case of ICICI Bank to the below mentioned address.

ICICI Bank Limited  
3B, 3<sup>rd</sup> Floor, Chandivli Farm Road,

Near Chandivli Studio, Andheri (East),  
Mumbai - 400 072.

In addition, ICICI Bank may also publish notices of general nature on its WEBSITE, which are applicable to all CLIENTS. Such notices shall have the same effect as a notice served individually to each CLIENT.

## 1) **AUTHENTICATION PROCEDURE**

1. The Client acknowledges, represents and warrants that the Client Password which will be issued to it, provides access to Client's account and that Client is the sole and exclusive owner and is the only authorized user of the Client Password and accepts sole responsibility for use, confidentiality and protection of the Client Password, as well as for all orders and information changes entered into Client's account using such Client Password. The Client grants express authority to ICICI Bank for carrying out Transactions and instructions authenticated by the Client Password.

ICICI Bank would have the right to require the Customers to authorize use, operate or otherwise authorize, the Transactions by means of digital signatures or other means of authentication as ICICI Bank may require and/or discontinue the usage of the Client Password.

The Client shall comply with such guidelines, instructions or terms as ICICI Bank may prescribe from time to time with respect to the Client Password.

2. The CLIENT shall comply and confirm with the prescribed requirements for the purposes of due authentication:  
The CLIENT agrees to confirm to the prescribed authentication technologies and security measures required for TRANSACTIONS and undertakes to take all reasonable steps to ensure that the CLIENT PASSWORD is not revealed to any third Party.
  - a. The USER would be allotted a Corporate Id, User-Id and a secret CLIENT PASSWORD by ICICI Bank in the first instance. The USER will be required to change the CLIENT PASSWORD assigned by ICICI Bank on accessing the ONLINE SERVICES for the first time. As a safety measure the USER shall change the CLIENT PASSWORD as frequently thereafter as possible.  
In addition to User-Id and CLIENT PASSWORD ICICI Bank may, at its discretion, advise the USER to adopt such other means of authentication including but not limited to digital certification and/ or smart cards.
  - b. The CLIENT is entirely responsible for the safekeeping and use of the CLIENT ID and CLIENT PASSWORD and where applicable, any damages and other consequences of their misuse. As a precautionary measure, the link with the Service will be interrupted after five wrong entries of the CLIENT ID and/or CLIENT PASSWORD.
  - c. The CLIENT must exercise due care to see that the confidentiality of the CLIENT PASSWORD and CLIENT ID is maintained. If third parties gain access to the services, including CLIENT's accounts, CLIENT will be responsible and shall indemnify ICICI BANK against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use.
  - d. ICICI Bank has no obligation to verify the authenticity of any Transaction instruction sent or purported to have been sent from the CLIENT other than by means of verification of the CLIENT PASSWORD. The CLIENT accepts full responsibility for the monitoring and safeguarding of CLIENT'S accounts.
  - e. The CLIENT shall ensure that the USER shall not attempt to access the information and other details stored in the computers of ICICI Bank through any means other than the ONLINE SERVICES. The CLIENT should also ensure that unauthorized persons are not allowed to access its ACCOUNT(S).
  - f. The CLIENT shall ensure that the USER shall not use the facilities provided as a part of the ONLINE SERVICES to attempt to access information stored in the computers of ICICI Bank that pertains to accounts of a third party with ICICI Bank or transactions between ICICI Bank and any third party.
  - g. The CLIENT understands and agrees that the password is for the purpose of verifying the authenticity of the transactions undertaken by the CLIENT and shall have the same effect as the specimen signature

of authorized signatory of the CLIENT and the CLIENT shall be bound by the transactions initiated by use of password.

h.ICICI Bank shall advise the CLIENT that it must:

1. Keep the CLIENT ID and CLIENT PASSWORD confidential and not reveal the CLIENT PASSWORD to any third party.
2. Choose a CLIENT PASSWORD which shall be at least 6 characters and does not relate to any readily accessible personal data such as name, address, telephone number, etc. of the CLIENT or any other easy combination of letters and numbers;
3. Commit the CLIENT ID and CLIENT PASSWORD to memory and not record them in written or electronic form
4. Not let any unauthorized person have access to its computer and not to leave the computer unattended whilst accessing any product and/or service or the WEBSITE.
5. If the CLIENT forgets or loses the CLIENT ID or CLIENT PASSWORD, the CLIENT can request for change of the CLIENT PASSWORD by sending a duly authorized written request to ICICI BANK.

Without prejudice to and in addition to the authenticating procedure above, the client shall also be given a Business Banking Card /Debit card for the purposes of authentication, having selected grid values printed on the back of the said card.

For doing a successful Transaction using the ONLINE SERVICES of ICICI Bank the client shall be asked to put in the grid values and the transaction will be completed only after the client correctly puts in the grid values. In case of 5 consecutive attempts of incorrect grid value number the transaction password will get locked and the client will need to request for a new transaction password.

## **6.INSTRUCTIONS, ETC. BY THE CLIENT**

Any instruction, order, direction, request entered using Client's password shall be deemed to be an instruction, order, directive, request received from the Client or its duly authorized representative or Client's duly authorized designee's. All instructions, requests, directives, orders, directions, entered by the Client, either electronically or otherwise, are based upon the Client's decisions and are the sole responsibility of the Client. The Client understands that entering an instruction, direction, order, request with ICICI Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. ICICI Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Client until it confirms the receipt of such instruction, direction, order, request.

## **7.COMMUNICATIONS THROUGH ELECTRONIC MEANS**

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. ICICI Bank would be deemed to have fulfilled its legal obligation to deliver to the Client any document if such document is sent via electronic means. Failure to advise ICICI Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

## **Monitoring and Recording Telephone conversations and email**

For the protection of the Parties, and as a tool to correct misunderstandings, the Client understands, agrees and authorizes ICICI Bank, at its discretion, and without further prior notice to the Client, to monitor and record any or all telephone conversations or electronic communications between the Client and ICICI Bank and any of its employees or agents.

## **8.MINIMUM BALANCE AND CHARGES**

The Client shall maintain at all times such minimum balance in Account(s), as ICICI Bank may stipulate from time to time. ICICI Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation ICICI bank may levy service charges for use of Corporate Internet Banking, which will be notified by ICICI Bank to the Client from time to time. Any change in such service charges will also be notified to the Client. The Client authorizes ICICI Bank to recover all charges related to Corporate Internet Banking as determined by ICICI Bank from time to time by debiting one of the Client's Accounts.

ICICI Bank may withdraw the Internet Banking Services, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the Client and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

## **9.FUNDS TRANSFER**

The Client shall not use or attempt to use Corporate Internet Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with ICICI Bank for the grant of an overdraft.

ICICI Bank will endeavor to effect such funds transfer transactions received through Corporate Internet Banking provided there are sufficient funds available in the Account. ICICI Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of ICICI Bank.

If fund transfer is made available to the Client, it may be used for transfer of funds from Account of the Client to other accounts belonging to third parties maintained at ICICI Bank and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system. Only such User who has been specifically authorized by the Client in this behalf shall operate the fund transfer facility. Such User will be allowed to transfer funds using Corporate Internet Banking in accordance with the mandate / resolution submitted by the Client. If the mandate given by the client does not mention any upper limit for the funds transfer, ICICI Bank shall, at its discretion, be entitled to impose such limits for any funds transfer as it may decide and all transactions for amounts beyond such limits would be rejected. The current default upper limit for customers who have been granted CIB access after 10<sup>th</sup> October 2007 is Rs.5 lacs per transaction and for those having been granted access prior to such date, it is Rs.1 crore per transaction. Such default limits may change without any intimation to you. ICICI Bank shall be entitled to impose limits on the amount of funds that may be transferred through use of Internet Banking Services.ICICI Bank will notify such limits to the Client

## **AUTHORITY TO ICICI BANK**

Access to the Banking transactions in the Account(s) are permitted through Corporate Internet Banking by ICICI Bank only after due authentication of the User by any means including Corporate Internet Banking User-Id and password. The Client grants express authority to ICICI Bank for implementing the instructions given by the User. ICICI Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User and / or the Client through Corporate Internet Banking or purporting to have been sent by the Client via Corporate Internet Banking other than by means of verification of the Corporate Internet Banking User-Id and the password.

The display or printed output that is produced by the User at the time of operation of Corporate Internet Banking is a record of the operation of the Internet access and shall not be construed as ICICI Bank's record of the relative transactions. ICICI Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

## **ACCURACY OF INFORMATION**

Client is responsible for the correctness of information supplied to ICICI Bank through the use of Corporate

Internet Banking or through any other means such as electronic mail or written communication. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User. If the Client suspects that there is an error in the information supplied to ICICI Bank by him, he shall advise ICICI Bank as soon as possible. ICICI Bank will endeavor to correct the error wherever possible on a 'best efforts' basis.

If the Client notices an error in the account information supplied to him through Corporate Internet Banking or by the use of any of the Internet Banking services, he shall advise ICICI Bank as soon as possible. ICICI Bank will endeavor to correct the error promptly.

## GOVERNING LAW AND JURISDICTION

The provisions of these Terms and Conditions shall be governed by, and construed in accordance with Indian law and the courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter hereof.

- a. Any dispute, controversy or claims arising out of or relating to the ONLINE SERVICES or the breach, termination or invalidity of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. In the event of a dispute between the CLIENT and ICICI Bank or between the CLIENT and an AFFILIATE with respect to any matter arising hereunder, an arbitrator shall be appointed by ICICI Bank
- c. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- d. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- e. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction. Neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

## FOREIGN JURISDICTION

ICICI BANK accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India. The mere fact that the WEBSITE can be accessed by a person in a country other than India would not mean that the laws of the said country would govern the ONLINE SERVICES and any matter related to hereunder.

The ONLINE SERVICES shall not be available to foreign residents where the ONLINE SERVICES cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents to verify whether the ONLINE SERVICES can be legally accessed and/or utilised in their respective jurisdictions. The Services do not constitute an offer to sell or a solicitation of an offer to buy any Services to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

## PRIVACY POLICY

In the process of using this WEBSITE, ICICI BANK may be privy to information relating to the CLIENT, including information that is of a confidential nature. ICICI Bank is strongly committed to protecting the privacy of its CLIENT's and has taken steps to protect the information furnished to it. ICICI Bank has taken all necessary measures to protect the confidentiality of the information and their transmission under the Service and it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of ICICI Bank.

The CLIENT shall not disclose, in any manner whatsoever, any information relating to ICICI Bank of a confidential nature obtained in the course of availing the Services through the WEBSITE, to any other person. Failure to comply with this obligation shall be deemed a serious breach of these Terms and Conditions and shall entitle ICICI Bank to terminate the Online Services without prejudice to any damages to which it may be

entitled.

ICICI Bank undertakes not to disclose the information provided by the CLIENT to any person, unless acting under good faith that such action is necessary to:

- 1) conform to legal requirements or comply with legal process;
- 2) protect and defend our rights or property;
- 3) enforce the Terms and Conditions; or
- 4) act to protect the interests of our members or others.

ICICI Bank may also use information including the Personal Information of the CLIENT, share the information with Affiliates and third parties for providing Online Services and any service-related activities such as collecting subscription fees for those Online Services, and notifying or contacting the CLIENT regarding any problem with, or the expiration of, such Online Services. In this regard, it may be necessary to disclose the Personal Information to one or more agents and contractors of ICICI Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from ICICI BANK only for these purposes.

The CLIENT authorizes ICICI Bank to exchange, share, part with all information related to the details and transaction history of the CLIENT to banks / financial institutions / credit bureaus / agencies/participation in any telecommunication or electronic clearing network as may be required by law or customary practice and shall not hold ICICI Bank liable for use or disclosure of this information.

The CLIENT agrees that ICICI Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with Online Services as well as for statistical analysis and credit scoring.

## **RELATIONSHIP BETWEEN PARTIES**

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of availing the ONLINE SERVICES or use of this WEBSITE. All TRANSACTIONS shall be entered into by the Parties as principals and ICICI Bank and/or Affiliates shall have no fiduciary duty towards the CLIENT whatsoever notwithstanding that there may be an existing relationship between the Parties.

## **REPRESENTATION BY THE CLIENT**

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

The CLIENT has the power to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance;

It shall be the sole responsibility of the CLIENT to comply with all the internal approvals for entering into TRANSACTIONS as may be required.

Such execution, delivery and performance does not violate or conflict with any law applicable to it and/or any regulatory requirements, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

There is not pending or, to its knowledge, threatened against the CLIENT any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of these Terms and Conditions or its ability to perform its obligations; and

All applicable information that is furnished in writing, by or on behalf of the CLIENT, to ICICI Bank is, as of the date of the information, true, accurate and complete in every material respect. Provided that the CLIENT shall intimate ICICI Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the CLIENT from executing any Transaction.

## **TERMINATION EVENTS**

This ONLINE SERVICE may be terminated by the CLIENT by giving at least one (1) month written notice and upon ICICI Bank according its consent in writing to the same. The termination of the Service shall be without prejudice to the execution of all outstanding TRANSACTIONS entered into between the Parties. ICICI Bank shall be entitled to receive all fees and other monies becoming due up to the date of such termination. ICICI

Bank shall be entitled to deduct any sum payable to it from any amounts ICICI Bank may have to remit to the CLIENT on termination of the Service. ICICI Bank reserves the right to interrupt, suspend or terminate, at any time, without specifying any reason, the access of the CLIENT to the Online Services offered hereunder and will make best efforts to give the CLIENT appropriate notice of the same without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the CLIENT

The occurrence at any time with respect to a Party of any of the following events constitutes an event of default and the ONLINE SERVICES may be terminated forthwith:-

- a) Failure by the Party to make, when due, any payment required to be made by it, and if such failure is not remedied on or before the third Business Day after notice of such failure is given to the Party;
- b) Failure by the Party to comply with or perform any obligation under the Terms and Conditions specified hereunder and if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the Party;
- c) A representation made or deemed to have been made by the Parties proves to have been incorrect or misleading in any material respect when made or deemed to have been made;
- d) The occurrence of an "Additional Termination Event";
- e) The CLIENT:-
  - a) Having a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).
  - b) Becoming insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due.
  - c) Making a general assignment, arrangement or composition with or for the benefit of its creditors.
  - d) Instituting or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceedings or petition
    - a) Results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or
    - b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
  - e) Seeking or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or in respect of all or substantially all its assets;
  - f) Having a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
  - g) Causing or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); (8) taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

## **LIMITATION OF LIABILITY**

ICICI Bank shall not be liable for any inaccuracy, error or delay in, or omission of,

1. any data, information or message, or
2. the transmission or delivery of any such data, information or message; or
3. any loss or damage arising from or occasioned by
  1. any such inaccuracy, error, delay or omission,
  2. non-performance or
  3. interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to "force majeure" (e.g., flood, extraordinary weather

condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of ICICI Bank.

The CLIENT will immediately notify ICICI Bank in writing, delivered via e-mail or registered post, if CLIENT becomes aware of any loss, theft or unauthorized use of CLIENT's USER ID and PASSWORD; or any failure by CLIENT to receive a message from ICICI BANK indicating that an order was received and executed; or any failure by CLIENT to receive an accurate written confirmation of an execution; or any receipt by CLIENT of confirmation of an order and/ or execution which CLIENT did not place; or any inaccurate information in CLIENT's account balances, securities positions, or Transaction history. If CLIENT fails to notify ICICI Bank immediately upon CLIENT's knowledge when any of the above conditions occur, neither ICICI BANK nor any of its officers, directors, employees, agents can or will have any responsibility or liability to CLIENT or to any other person whose claim may arise through the CLIENT for any claims with respect to the handling, mishandling or loss of any order. ICICI Bank will upon notice, halt or take such steps as are necessary to protect the CLIENT's interest and which steps are capable or permitted for ICICI Bank to do or undertake. Prior to giving of the notice, any loss or damage shall be to the CLIENT's account.

Under no circumstances, shall ICICI Bank, its employees, directors, and its third party agents involved in creating, producing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the use/delivery/performance of the WEBSITE, the delay or inability to use the WEBSITE or any links or items on the WEBSITE, the provision of or any inadequacy or deficiency in the provision of services or resulting from unauthorized access or alteration of transmissions or data or arising from interruption, suspension or termination of the Services or for any loss arising from the failure by the CLIENT to comply with any software installation instructions or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the CLIENT or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

### **INTERRUPTION OF SERVICE**

Where the Service provided herein is interrupted for any reason whatsoever, the CLIENT may contact ICICI Bank. ICICI Bank shall in no way be liable for the consequences of any interruption in the Service.

### **RECEIVING CLIENT'S SECURITIES/MONIES**

ICICI Bank shall keep all securities/monies and other properties belonging to the CLIENT in separate account or segregated from its own assets and shall not use the same for any purpose other than as directed by the CLIENT or authorised under these Terms and Conditions or as required by rules, regulation or law for time being in force. ICICI Bank undertakes that a transfer to and from the account shall be made on the basis of order, instruction, direction or mandate, either standing or specific, duly authorized by the CLIENT

### **RIGHT TO ALTER THE SERVICES AND TERMS AND CONDITIONS OF THE SERVICES**

ICICI Bank reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the ONLINE SERVICES available through the WEBSITE, and will make best efforts to provide appropriate notice to the CLIENT. Any addition, suspension, revision, amendment, cancellation or suspension of the terms as notified on the WEBSITE may be made by ICICI Bank, by causing a notice of the same to be posted on the WEBSITE and the CLIENT shall be deemed to have accepted the same in the event of its executing any transaction through the WEBSITE after the addition, suspension, revision, amendment, cancellation or suspension has been notified. ICICI Bank may introduce new services in relation to the WEBSITE from time to time. The existence and availability of the new ONLINE SERVICES will be notified on the WEBSITE, as and when they become available.

## RESTRICTIONS ON USE

The CLIENT hereby agrees to use the WEBSITE strictly for its internal use and not for any illegal purpose or in any manner inconsistent with the Terms and Conditions. The CLIENT agrees not to use, transfer, distribute or dispose of any information contained in the WEBSITE in any manner that could compete with the business of ICICI Bank and/or Affiliates or otherwise compromise or imperil the interests of ICICI Bank and/or Affiliates. The CLIENT acknowledges that the WEBSITE has been developed, compiled, prepared, revised, selected and arranged by ICICI Bank and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of ICICI Bank and such others. The CLIENT agrees to protect the proprietary rights of ICICI Bank and other parties during and after the term of the Online Services and to comply with all reasonable written requests made by ICICI Bank or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the WEBSITE. The CLIENT agrees to notify ICICI Bank in writing promptly upon becoming aware of any unauthorized access or use of the WEBSITE by any party or of any claim that the WEBSITE infringes upon any copyright, trademark or other contractual, statutory or common law rights.

The CLIENT is allowed to download and retrieve data from the WEBSITE on its computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk for its exclusive personal use only. The CLIENT further acknowledges that all the intellectual property in the WEBSITE and the Service provided continues to vest with ICICI Bank.

The CLIENT shall not:

- A) reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the Service in violation of the Terms and Conditions or the laws of India;
- B) create a database in electronic or structured manual form by systematically downloading and storing all or any of the Service, save and except such information as relates to the CLIENT's accounts and Transactions, as the case may be;
- C) rent, lease, sell, sublicense, or lend any other person access to the WEBSITE and to the Service;
- D) cache or permit caching by any person
- E) do any act that violates the intellectual property right of ICICI BANK or of any other third party in the WEBSITE or the Service offered thereof;
- F) engage in any fraudulent, abusive or illegal activity, including but not limited to any activity designed or intended to fraudulently obtain the CLIENT PASSWORD or any private information of any user of the WEBSITE;
- G) use the WEBSITE or the Service to violate the security of any computer network, crack PASSWORD of any other user or security encryption codes, transfer or store illegal material including threatening or obscene material;
- H) run mail list or any form of auto-responder, or spam on the WEBSITE.

ICICI Bank may offer at the WEBSITE facility for discussions, chats, postings, transmissions, bulletin boards, and the like, and although ICICI Bank has the right to monitor or review any Service, ICICI Bank is under no obligation to do so and assumes no responsibility or liability arising from the content of any such discussions, postings, transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the WEBSITE. The CLIENT is prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. ICICI Bank will fully cooperate with any law enforcement authorities or court order requesting or directing ICICI Bank to disclose the identity of anyone posting any such information or materials. The CLIENT shall not delete copyright or other intellectual property rights notices from printouts, copies or reproductions of electronically accessed materials obtained from the WEBSITE.

## **PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS**

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

ICICI Bank neither warrants nor represents that the use of materials displayed on the WEBSITE by the CLIENT will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with ICICI Bank.

ICICI BANK grants the right to access the WEBSITE to the CLIENT and use the Services in accordance with these Terms and Conditions and the Schedules annexed hereto. The CLIENT acknowledges that the Services including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, ICICI Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the Terms and Conditions.

The CLIENT should assume that everything it sees or reads on the WEBSITE (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, collectively "the Content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these Terms and Conditions, without the prior written permission of ICICI Bank or the relevant copyright owner.

The CLIENT is also advised that ICICI Bank will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

Any breach of the restrictions on use provided in these terms and conditions is expressly prohibited by law, and may result in severe civil and criminal penalties. ICICI Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein. The CLIENT acknowledges that the software underlying the Services as well as other Internet related software which are required for accessing service are the legal property of the respective vendors. The permission given by ICICI Bank to access the Services shall not convey any patent, copyright and licence, proprietary or ownership rights or other intellectual property rights in the above software.

## **EXTRAORDINARY EVENTS/ TECHNICAL DIFFICULTIES**

The CLIENT specifically agrees to hold ICICI Bank harmless from any and all claims, and agrees that ICICI Bank shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, virus attacks, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorised access, theft, or any problem, technological or otherwise or other conditions beyond ICICI Bank's control, that might prevent CLIENT from entering or ICICI Bank from executing an instruction, order, direction. CLIENT further agrees that the CLIENT will not be compensated by ICICI Bank for "lost opportunity" viz., notional profits on orders,

instructions, directions which could not be executed.

## **LINKS TO WEBSITES**

This WEBSITE may contain links to other websites operated by other parties. Such links are provided for the convenience of the CLIENT only and ICICI BANK does not control or endorse such websites, and is not responsible for their contents. The use of such WEBSITE is also subject to the terms of use and other terms and guidelines, if any, contained within each such WEBSITE. In the event that any of the terms contained herein conflict with the terms of use or other terms and guidelines contained within any such WEBSITE, then the terms of use and other terms and guidelines for such WEBSITE shall prevail. The linked web sites are not under the control of ICICI BANK and it is not responsible for the contents of any linked website or any link contained in a linked website, advertisements appearing in or Services offered by or any changes or updates to such websites.

This WEBSITE may contain links to websites, web-pages and services also operated by ICICI BANK (the "ICICI BANK Sites"), and the CLIENT's use of each ICICI BANK Site is also subject to the Terms and Conditions herein and other terms and guidelines, if any, governing such ICICI BANK Site. In the event that any of the terms, conditions, and notices contained herein conflict with the terms and conditions governing such ICICI BANK Site, then the terms and conditions governing such ICICI BANK Site shall prevail.

## **PROCEDURE FOR CHANGING USERS**

The CLIENT can revoke the authority of an existing USER, change his USER access profile/authorize a new USER by giving a resolution/mandate in the format prescribed by ICICI Bank. However, all the terms and conditions herein shall continue to apply. In case an authorized USER leaves the services of the CLIENT, the CLIENT shall immediately notify ICICI Bank to disable the user access, giving ICICI Bank reasonable time to do so.

## **EXECUTION OF THE INSTRUCTIONS, ETC.**

The CLIENT agrees to provide ICICI Bank, and/or Affiliates, if so being required to do or if in case it is deemed necessary by ICICI Bank, with a power of attorney in such form, manner or substance as ICICI Bank may require.

## **DEDUCTION OR WITHHOLDING FOR TAX.**

All payments due to ICICI BANK arising under or in respect of these Terms and Conditions will be made free of any deduction or withholding for or on account of any tax, unless such deduction or withholding is required by any applicable law.

## **CLOSURE OF THE ACCOUNT**

The CLIENT agrees that it shall be able to exercise the right to close/freeze the accounts with ICICI Bank, only if there is no obligation pending to be met by the CLIENT towards either ICICI Bank and/or Affiliates.

## **RIGHTS GRANTED**

The CLIENT hereby acknowledges and agrees that any rights not expressly granted herein are reserved.

## **AMENDMENTS AND MODIFICATIONS**

ICICI Bank has the absolute discretion to amend or supplement the Terms and Conditions herein, by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by conspicuously posting notice of such amendment on the WEBSITE or by providing written notice to the CLIENT. Continued use of Online Services after such notice will constitute acknowledgment and acceptance of such amendment.

## **SURVIVAL OF OBLIGATIONS**

The obligations of the Parties under these Terms and Conditions shall survive the termination of any Transaction.

## **REMEDIES CUMULATIVE.**

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

## **NO WAIVER OF RIGHTS.**

A failure or delay in exercising any right, power or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

## **SEVERABILITY**

If any provision or condition of these Terms and Conditions shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms and Conditions shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

## **HEADINGS**

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term.

## **LEGALITY OF THE TERMS AND CONDITIONS**

ICICI Bank's performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained in these Terms and Conditions is in derogation of ICICI Bank's right to comply with governmental, court and law enforcement requests or requirements relating to the use of this WEBSITE by the CLIENT or information provided gathered by ICICI Bank in respect of such use.

## **NON-TRANSFERABILITY**

The grant of any facility to the CLIENT or its USERS under ONLINE SERVICES is not transferable under any circumstance.

## **DISCLAIMER OF WARRANTIES**

The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

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

ICICI Bank does not warrant that access to the Website and the Services will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use of the Services or as to the accuracy or reliability of the Services. ICICI Bank makes no warranty regarding the Transactions entered into through the Website.

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

## **HEADINGS**

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term.

## **ACCOUNT LINKING FOR CORPORATE INTERNET BANKING**

The Bank while opening an account opens the same under a customer ID. The Client agrees that the account number specified hereinabove or such account number that would get allotted pursuant to the request for opening of the account, shall be used to identify the Clients customer id and the account linking for corporate internet banking would be carried out on the basis of such customer id. In the event, at any point in time, a customer id has accounts other than the above-referred accounts linked to it, then the user shall be provided access to all such accounts and the Client hereby agrees to such access.

## **INDEMNITY**

The Client agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of the Service with reference to :

- (i) a violation of the Terms and Conditions contained herein by the Client;
- (ii) Any deletions, additions, insertions or alterations to , or any unauthorised use of, the Services by the Client
- (iii) Any misrepresentation or breach of representation or warranty made by the Client contained herein; or
- (iv) Any breach of any covenant or obligation to be performed by the Client hereunder. The Client agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The Client hereby agrees that under all circumstances, ICICI Bank's aggregate liability for claims relating to the Service, whether for breach or in tort including but not limited to negligence shall be limited to the transaction charges/fees or consideration paid by the client within the previous twelve (12) months for the service, excluding any amount paid towards transactions.

## **BANK'S LIEN**

ICICI Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Client's Primary Account and/ or; Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Service extended to and/ or used by the Client.

## **GENERAL**

The Client shall not assign these terms and conditions to anybody else. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under this contract. ICICI Bank may transfer or assign its rights and obligations under this contract to any company in the ICICI Bank Group of companies.

These terms and conditions contain ICICI Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and ICICI Bank for Corporate Internet Banking Services. The Client acknowledges that it has not relied on any representation made by ICICI

Bank or any of its employees or agents and has made its own independent assessment of Corporate Internet Banking. No third party will have any rights or claims under these terms and conditions.

**APPLICABILITY OF TERMS**

These Terms form the contract between the Client using the Internet Banking Service and ICICI Bank. By applying for Corporate Internet Banking and accessing the service the Client acknowledges and accepts these Terms. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Client.

**Supporting Documentation for Corporate Internet Banking (New and Existing Account Holders)  
Documents required to be submitted along with the current account form based on constitution.**

Letter Of Sole Proprietorship

Date:

The Branch Manager,

ICICI Bank Limited,

\_\_\_\_\_ Branch

Dear Sir,

Name of the firm: \_\_\_\_\_

I, the undersigned, declare that I am the sole proprietor carrying on business in the name and style of the captioned firm and am solely responsible for the conduct of the affairs of the firm.

I am desirous of opening an account in the name of the firm with ICICI Bank Limited ("ICICI Bank") at \_\_\_\_\_.

Until receipt of written notice to the contrary, I authorize you to debit my account with all cheques purporting to have been drawn thereon provided they have been signed by me.

I hold myself responsible for all such instructions, including but not limited to instructions given by me or by persons authorized by me for operating my account and/or entering into transactions through the Corporate Care Services and Corporate Internet Banking Services, and I agree to comply with and be bound by ICICI Bank's rules for the time being in force for the conduct and operation of my account. I also confirm that I am responsible for all transactions entered into and obligations incurred with you whether under the name of the firm or in my individual name in conjunction with others till I otherwise inform you in writing

I propose to avail of the financial, monetary and any other products and services offered by ICICI Bank through its website [www.icicibank.com](http://www.icicibank.com) (hereinafter "the Website") and/or Corporate Care Services (phone banking channels and E mail).

I accept the terms and conditions contained in the application form and as displayed on the Website [www.icicibank.com](http://www.icicibank.com) regarding the provision of products and services offered by ICICI Bank and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI

Bank from time to time.

I shall apply to ICICI Bank for the facility of Debit/ATM Card for purposes of the transactions to be made by the sole proprietorship with respect to the Account, and to singly operate the Account with the Debit/ATM Card; and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said proposed account in the name of the firm, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary and comply with all other formalities as prescribed by ICICI Bank in this regard.

The Debit/ATM Card issued to the sole proprietor shall have a Password allotted to it by ICICI Bank. The limit on withdrawals per Debit/ATM Card per day will be as specified by ICICI Bank from time to time.

I hereby authorize ICICI Bank to mail/ courier the Debit/ATM Card to my attention and the Password for the Debit/ATM card to the address as registered with the Bank.

\* "The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

I acknowledge and agree that inadequate protection of the Debit/ATM Card or any disclosure of the confidentiality of the Password is entirely at my risk, and all transactions conducted with use of the Password shall be to my sole liability and I shall not hold ICICI Bank liable for any unauthorized or fraudulent transactions done with the Debit/ATM Card allotted to me.

I agree to execute such deeds, documents and other writings as may be necessary or required for the purpose of availing the facilities and to execute all such documents as are necessary, in connection therewith, and to accept and adhere to all the terms and conditions as are necessary and comply with all other formalities as prescribed by ICICI Bank in this regard.

I further undertake that I shall advise you in writing of any change that may take place in the constitution of the firm resulting from my taking a partner in my business, its sale or disposal or my ceasing to have any interest in the firm, in any of which event I will be liable to you on any and all obligations and receipt by you of such notice and until all such obligations and liabilities shall have been liquidated or discharged.

Yours faithfully,

Sole Proprietor

*Partnership Letter*

Date:

The Branch Manager

ICICI Bank Limited,  
\_\_\_\_\_ Branch

Dear Sirs,

i. As the firm of \_\_\_\_\_,  
carrying on business of \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ and elsewhere (hereinafter referred to as “the firm”), we have  
or desire to have dealings with ICICI Bank Limited (“ICICI Bank”). We hereby inform you that we,  
the undersigned, are partners of the said firm and each of us have full and unrestricted authority to  
sign on behalf of and to bind the firm. We also give below the names of our other partners, if any, who  
also have unrestricted authority to bind the firm and who have not owing to absence or for other  
reason signed this form.

ii. We, the partners who have signed and the partners who have not signed, if any, are jointly and  
severally responsible to ICICI Bank for all the liabilities of the firm to ICICI Bank. ICICI Bank  
may recover its claims from the estates of any or all of the partners of the firm and in case the  
partner is a member of a joint family.

iii. Whenever any change occurs in the constitution of the firm, we, the partners, undertake  
immediately to inform ICICI Bank in writing and our individual responsibility and that of our  
respective estate to ICICI Bank will continue until we receive from ICICI Bank an acknowledgment  
of the change in our constitution and until all our liabilities to ICICI Bank prior to the aforesaid  
change are discharged.

iv. We, the partners, also undertake that all acts of the firm purporting to be done on behalf of the firm  
before ICICI Bank shall have received notice of any change in the constitution of the firm and shall be  
binding on the firm and each of us and our respective estates until all liabilities in respect of such acts  
shall have been discharged.

v. *The account of the firm will be operated severally by any of the partners of the firm.*

**OR**

*The account of the firm will be operated jointly by \_\_\_\_\_ and \_\_\_\_\_, and all  
documents, promissory notes, cheques etc. shall be signed by them in the name of the firm and shares,  
securities and valuables held by ICICI Bank in any account whatsoever of the firm may be withdrawn  
by them on their passing and receipt or discharge in the name of the firm, and all such acts and  
operations will be binding on the Firm.*

vi. The authorized partner(s) or any other person authorized by partners may avail the financial,  
monetary and any other products and services offered by ICICI Bank through its website  
[www.icicibank.com](http://www.icicibank.com) (hereinafter “the Website”), Corporate Internet Banking, Corporate Care  
Services (phone banking channels and e- mail) and/or Debit/ATM card facility on behalf of the  
firm, and do all such acts, deeds and things necessary, and to execute all such documents as are  
necessary, in connection therewith, and to operate the said account in the name of the firm, using  
the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary  
and comply with all other formalities as prescribed by ICICI Bank in this regard and agree to such  
changes and modifications in the said terms and conditions as may be suggested by ICICI Bank  
from time to time and to execute such deeds, documents and other writings as may be necessary  
or required for this purpose.

vii. And that we, the partner(s), do accept the terms and conditions for the current account as may  
be contained in the application form and displayed on the Website or any other terms and

conditions as may be notified by ICICI Bank from time to time in connection with the provision of products and services herein;

viii. And that ICICI Bank be and are hereby authorized to accept all valid and legal instructions through the Website and Corporate Care Services (phone banking channels and E mail) from any one of the above signatories in respect of Firm's account/s as per the mode of operation suggested above. The Firm does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by the above signatories in the manner provided

**Specific clauses for Corporate Internet banking ( clause no 9)**

ix. Further, the authorized partner(s) be and are hereby authorized to receive the login id and passwords, as may be sent by ICICI Bank, for entering into transactions on Corporate Internet Banking and are authorized severally to convey to ICICI Bank acceptance on behalf of the firm of any transactions as well as to enter into transactions on behalf of the firm on Corporate Internet Banking.

Names of the Authorised Officials with transaction limits (Corporate Internet Banking)

Name of the users	Limit (Rs.)		To be approved by (approvers should be a user in CIB)
	From	To	

**Specific Clause for Corporate Phone Banking (clause no 10)**

x. And that the following partner(s) be and are hereby authorized to receive the Login id and Password for accessing information, conveying the acceptance on behalf of the firm and entering into transactions through the phone banking medium (including by giving instructions for effecting fund transfer and/ or causing a debit balance in firm's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn.

\* "The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

Names of the Authorized Officials with transaction limits (Corporate Care Services)

Sr. No.	Name of Users	Limits

**Specific clause for Debit card (clause no 11,12,13, 14 and 15)**

xi. Further, the Users of Debit/ATM Card above named are authorized to avail and use all the facilities offered by ICICI Bank in respect of such Debit/ATM Card, irrespective of the fact that such Users are not authorized signatories or same/ similar transaction needs to be performed by any of the authorized signatories jointly or otherwise.

xii. The authorized partner(s) may apply to ICICI Bank for the facility of Debit/ATM Card for official purposes of the firm with respect to the Account, and to singly operate the Account of the firm with the Debit/ATM Card; and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said proposed account in the name of the firm, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary and comply with all other formalities as prescribed by ICICI Bank in this regard.

xiii. Such number of Debit/ATM Cards shall be issued by ICICI Bank to the firm as may be agreed to by ICICI Bank from time to time. Each Debit/ATM Card issued to the firm shall have a Password allotted to it by ICICI Bank. The limit on withdrawals per Debit/ATM Card per day will be as specified by ICICI Bank from time to time.

xiv. The firm hereby authorizes ICICI Bank to mail/ courier the Debit/ATM Card(s) to the attention of the partner(s) who applies for the Debit/ATM Card facility, and the Password to the address of the firm as registered with ICICI Bank.

xv. The firm acknowledges and agrees that inadequate protection of the Debit/ATM Card(s) or any disclosure of the confidentiality of the Password is entirely at the firm's risk, and all transactions conducted with use of the Password shall be to the sole liability of the firm, and the firm shall not hold ICICI Bank liable for any unauthorized or fraudulent transactions done with the Debit/ATM Cards allotted to the firm. It shall be the firm's responsibility to distribute the Debit/ATM Cards and the Password to its authorized users, as mentioned above, and to maintain without any reference to ICICI Bank, its own records of the people who have been given Debit /ATM Cards from time to time.

**We declare that the partnership is registered/ unregistered.**

**Yours faithfully,**

Fill the name of each Partner In Block Letters	To be signed here by the Partners

### Joint Hindu Family Letter

Date:

The Branch Manager,

ICICI Bank Limited,

\_\_\_\_\_ Branch

Dear Sir,

#### Declaration by HUF members

1. We, the undersigned, declare that we are the members of Joint Hindu Family (HUF) under the name and style of M/s. \_\_\_\_\_ (HUF) and further declare as under:

2. We are the only members of the Joint Hindu Family named M/s. \_\_\_\_\_ (HUF)

Shri \_\_\_\_\_ is the Karta/Manager of HUF and is authorized to open and operate singly the account with ICICI Bank Limited in the name of the HUF and sign all forms and documents for and on behalf of the HUF.

4. We request the Bank to honour all cheques, promissory notes and all other bills and negotiable instruments signed, accepted and/or endorsed by the said Shri

\_\_\_\_\_ for and on behalf of the HUF

5. We declare and confirm that all transactions entered into with you and obligations and liabilities entered or incurred by all or any one or more of us on behalf of the HUF for the account/s whether in credit or overdraft, shall be binding on each member of HUF, present and future, personally and on the estate of each of us. We further declare that all claims due to the Bank from the said HUF shall be recoverable personally from all or any of us and also from the entire properties of the said HUF.

6. "The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

7. That said the aforesaid Karta/Manager is authorized to sign on behalf of the HUF and has full and unrestricted authority to bind all the members of HUF however constituted from time to time.

8. That the aforesaid Karta/Manager is authorized to avail the financial, monetary and any other products and services offered by the bank through its website www.icicibank.com (hereinafter "the Website") and Corporate Care Services (phone banking channels and Email) on behalf of the HUF, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said proposed account in the name of the HUF, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary and to comply with all other formalities as may be prescribed by the bank in this regard.

9. Further, that the aforesaid Karta/Manager be and is hereby authorized to receive the login id and passwords as may be sent by the Bank, for entering into transactions on the Website and through the phone banking medium and is authorized to convey to the Bank acceptance on behalf of the HUF for any transactions as well as enter into transactions on behalf of the HUF on the Website and through the phone banking medium.

10. We undertake to inform you any change in the constitution of the HUF by any reason including due to any addition of members, or on account of the death of any members of the HUF

Yours faithfully

**Full Name :**

(in Block Letters)

Signature

**Note :** To be signed by all members including female members. Name should be given on left hand side with details like s/o, d/o, w/o with address where the address is different from the HUF address. Minors name (and date of birth) to be mentioned like 'A' (minor) through 'B' the natural guardian.

### **Board Resolution For Companies**

"Extracts of the minutes of the meeting of the Board of Directors of

\_\_\_\_\_ held at

\_\_\_\_\_ *Dated* \_\_\_\_\_.

#### ***Resolved***

That an account in the name of the Company be opened with ICICI Bank Limited ("ICICI Bank") at \_\_\_\_\_ and that Mr.

\_\_\_\_\_ \* and Mr. \_\_\_\_\_ (*give name and designation*) is/are authorized to do so and sign the necessary forms and documents therefor.

And that ICICI Bank be instructed to honour all cheques, promissory notes, and other instruments drawn by and all bills accepted on behalf of the Company, letter of credit application forms,

request letter for issuance of guarantee, instructions for negotiation/purchase/discounting of export and inland bills, request letters for booking of forward contracts in foreign currency (**limits for each transaction to be mentioned in the Board Resolution against each authorized signatory**) whether such account be in credit or overdrawn, and to accept and credit to the account of the Company all moneys deposited with or owing by ICICI Bank on any account or accounts at any time or times, kept or to be kept in the name of the Company and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipt provided they are endorsed/signed/issued by Mr. \_\_\_\_\_\* and Mr.

\_\_\_\_\_, the \_\_\_\_\_ (**mention status of the persons**) of the Company for the time being, jointly/severally (**strike off which is not applicable**) on behalf of the Company and such signature(s) shall be sufficient authority to bind the Company in all transactions between ICICI Bank and the Company including those specifically referred to herein.

And that the Company do accept the terms and conditions for the current account as may be contained in the application form and displayed on the website www.icicibank.com ("Website") or any other terms and conditions as may be notified by ICICI Bank from time to time in connection with the provision of products and services herein;

And that the said Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ (**strike off which is not applicable**) be and are hereby authorized severally may avail the financial, monetary and any other products and services offered by ICICI Bank through its Website and/or the Corporate Care Services (phone banking channels and E mail) and/or Debit/ATM card facility on behalf of the Company, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said proposed account in the name of the Company, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as set forth on the Website and comply with all other formalities as prescribed by ICICI Bank in this regard and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.

**Corporate Internet Banking (Specific clauses 5 & 6)**

And that the below mentioned authorized officials and/or any of the officials nominated singly/jointly (**strike off which is not applicable**) by the authorized officials are also authorized to operate on behalf of the Company through Corporate Internet Banking on the Company's accounts including by causing a debit balance in Company's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications (listed below).

Names of the Authorised Officials with transaction limits (Corporate Internet Banking)

Name of the users	Limit (Rs.)		To be approved by (approvers should be a user in CIB)
	From	To	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Further, the above mentioned authorized officials be and are hereby authorized to receive the login id and passwords, as may be sent by ICICI Bank, for accessing information and/or entering into transactions on the Corporate Internet Banking and are authorized to convey to ICICI Bank acceptance on behalf of the Company of any transactions as well as to enter into transactions on behalf of the Company through Corporate Internet Banking.

\* "The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

**Corporate Care Services (Specific clauses 7, 8 & 9)**

And that the below mentioned authorized officials and/or any of the officials nominated singly by the authorized officials are also authorized to operate on behalf of the Company through Corporate Care Services (phone banking channels and E mail) on the Company's accounts including by giving instructions for effecting fund transfer and/ or causing a debit balance in Company's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications (listed below).

Names of the Authorized Officials with transaction limits (Corporate Care Services)

Sr. No.	Name of Users	Limits

Further, the above mentioned authorized officials be and are hereby authorized to receive the Login id and Password for entering into transactions through the phone banking medium and are authorized to convey to ICICI Bank acceptance on behalf of the Company of any transactions as well as to enter into transactions on behalf of the Company through the phone banking medium.

And that ICICI Bank be and are hereby authorized to accept all valid and legal instructions through the Website and Corporate Care Services (phone banking channels and E mail) from any one of the above signatories in respect of Company's account/s as per the mode of operation suggested above. The Company does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by the above signatories in the manner provided.

**Debit Card (Specific clauses 10, 11, 12, 13, 14 & 15)**

That Debit / ATM Cards be issued, linked to our current account being opened with ICICI Bank Limited ("ICICI Bank), to such persons as specified below for purposes of transactions at ATM's, Point of Sale (POS) and such other places where a terminal/ devise for the use/ access of the Cards are placed.

Sr. No.	Name of Users

And that ICICI Bank has been instructed to honour all Transactions entered into on behalf of the Company by the authorized users on such terms and conditions as govern the Debit /ATM Card facility from time to time and the Transactions entered into by the authorized users shall be sufficient authority to bind the Company and further to deduct our account with all the amounts for the Transactions.

And that such number of Debit/ATM Cards shall be issued by ICICI Bank to the Company as may be agreed to by ICICI Bank from time to time. Each Debit/ATM Card issued to the Company shall have a Password allotted to it by ICICI Bank. The limit on withdrawals per Debit/ATM Card per day will be as specified by ICICI Bank from time to time.

And that the Company hereby authorizes ICICI Bank to mail/ courier the Debit /ATM Card(s) to the attention of the person(s) who applies for the Debit/ ATM Card facility, and the Password to the address of the Company as registered with ICICI Bank.

And that the Company acknowledges and agrees that inadequate protection of the Debit / ATM Card(s) or any disclosure of the confidentiality of the Password is entirely at the Company's risk, and all transactions conducted with use of the Password shall be to the sole liability of the Company, and the Company shall not hold ICICI Bank liable for any unauthorized or fraudulent transactions done with the Debit /ATM Cards allotted to the Company. It shall be the Company's responsibility to distribute the Debit /ATM Cards and the Password to its authorized users, as mentioned above, and to maintain without any reference to ICICI Bank, its own records of the people who have been given Debit/ATM Cards from time to time.

And that the company do accept the terms and conditions for the Debit/ATM Card facility or any other terms and conditions as may be notified by ICICI Bank in connection with the provision of Debit/ATM card facility.

And that the Rubber Seal/Common Seal of the Company be affixed to the application form for the aforesaid opening of account and availing products and services in the presence of the said Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ jointly/severally (***strike off which is not applicable***) who shall sign the same in token thereof and Mr. \_\_\_\_\_ Secretary / authorized person who shall sign / countersign the same in token thereof.

Resolved further that the Users of Debit/ATM Card above named are authorized to avail the facilities offered by ICICI Bank from time to time that are accessible through Debit/ ATM Card and use and conduct transactions by such Debit/ ATM Card and shall be treated as authorized signatories for all the activities and transactions performed by the use of Debit/ ATM Card. Notwithstanding anything to the contrary stated elsewhere in this resolution or in any other documents submitted to ICICI Bank, each User of Debit/ ATM Card are authorized to perform all the activities and transactions available under the Debit/ ATM Card either at present or any time in future, singly and independently, unless revoked by another Board Resolution and notified to ICICI Bank with a certified copy.

Resolved further that both Company Secretary and/or the statutory auditors of the Company be and are hereby severally authorized to furnish a copy of the resolution certified as true to ICICI Bank. And that a copy of any resolution of the Board if purporting to be certified as correct by either the Company Secretary or the statutory auditors of the Company shall, as between ICICI Bank and the Company, be conclusive evidence of the passing of the resolution so certified.

And that this resolution be communicated to ICICI Bank and shall remain in force until notice in writing of its withdrawal, or cancellation is given to ICICI Bank by the Company and accepted by ICICI Bank.

Certified that the above is a correct copy of the resolution passed on \_\_\_\_\_ by the Board of Directors of and that it has been entered in the usual course of business in the minutes book of the company and signed therein by the Chairman of the meeting/company and is in accordance with the Memorandum and Articles of Association of the Company.

**Note:** The Board resolution has to be certified either by the Company Secretary or the chairman of the meeting or two directors present in the meeting

### **Board Resolution For Trust / Associations / Society / Clubs**

“Extracts of the minutes of the meeting of the Board of Trustees/ Members of the Managing Council of \_\_\_\_\_ held at \_\_\_\_\_ Dated \_\_\_\_\_ .

#### **Resolved**

hat an account in the name of the Trust/Society be opened with ICICI Bank Limited (“ICICI Bank”) and that Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ is/are (give name and designation) authorized to sign the necessary forms and documents therefore.

And that ICICI Bank be instructed to honour all cheques, promissory notes, and other instruments drawn by and all bills accepted on behalf of the Trust/Society, letter of credit application forms, request letter for issuance of guarantee, instructions for negotiation/purchase/discounting of export and inland bills, request letters for booking of forward contracts in foreign currency (limits for each transaction to be mentioned in the Board Resolution against each authorized signatory) whether such account be in credit or overdrawn, and to accept and credit to the account of the Trust/Society all moneys deposited with or owing by ICICI Bank on any account or accounts at any time or times, kept or to be kept in the name of the Trust/Society and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipt provided they are endorsed/signed/issued by Mr.

\_\_\_\_\_ \* and Mr. \_\_\_\_\_, the \_\_\_\_\_ (mention status of the persons) of the Trust/Society for the time being, jointly/severally (strike off which is not applicable) on behalf of the Trust/Society and such signature(s) shall be sufficient authority to bind the Trust/Society in all transactions between ICICI Bank and the Trust/Society including those specifically referred to herein.

And that the Trust/Society do accept the terms and conditions for the current account as may be contained in the application form and displayed on the website [www.icicibank.com](http://www.icicibank.com) ("Website") or any other terms and conditions as may be notified by ICICI Bank from time to time in connection with the provision of products and services offered by ICICI Bank through the Website and Corporate Care Services (phone banking channels and E mail);

And that the said Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ (strike off which is not applicable) be and are hereby authorized severally may avail the financial, monetary and any other products and services offered by ICICI Bank through its Website and/or the Corporate Care Services (phone banking channels and E mail) on behalf of the Trust/ Society, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said proposed account in the name of the Trust/Society, using the aforesaid facilities, and to accept and adhere to all the terms and conditions set forth on the Website and comply with all other formalities as prescribed by ICICI Bank in this regard and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.

And that the below mentioned authorized officials and/or any of the officials nominated singly/jointly by the authorized officials are also authorized to operate on behalf of the Trust/Society through Corporate Internet Banking on the Trust/Society's accounts including by causing a debit balance in Trust/Society's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications (listed below).

Names of the Authorized Officials with transaction limits (Corporate Internet Banking)

Name of the users	Limit (Rs.)		To be approved by (approvers should be a user in CIB)
	From	To	

oFurther, the above mentioned authorized officials be and are hereby authorized to receive the login id and passwords, as may be sent by ICICI Bank, for entering into transactions on Corporate Internet Banking and are authorized severally to convey to ICICI Bank acceptance on behalf of the Trust/Society of any transactions as well as to enter into transactions on behalf of the Trust/Society on Corporate Internet Banking.\* "The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

p)That below mentioned authorized officials be and is hereby authorized to receive the Login id and Password for entering into transactions through the phone banking medium and is authorized to convey to ICICI Bank acceptance on behalf of the Trust/Society of any transactions as well as to enter into transactions on behalf of the Trust/Society through the phone banking medium.

Names of the Authorized Officials with transaction limits (Corporate Care Services)

**Sole Proprietorship Letter for Channel Services (Corporate Internet Banking /Corporate Care Services / Debit Card)**

(Required to be submitted if Transaction access is requested. If the user is other than the proprietor then, power of attorney issued in favor of the user in the bank format, to be submitted. )

In case Debit card is requested, clauses 6,7,8,9, also need to be included).

Place: \_\_\_\_\_

Date: \_\_\_\_\_

The Branch Manager,

ICICI Bank Limited,

\_\_\_\_\_ Branch

Dear Sir,

Name of the firm: \_\_\_\_\_

a) I, (Name of the Sole Proprietor) having CUSTID ..... with ICICI Bank at ..... Branch agree to avail the 'Corporate Internet Banking' and 'Corporate Care Services ' ,Debit card/ ATM card (choose whichever is applicable) , and accepts such terms, regulations, conditions, stipulations laid down by ICICI Bank for the purpose.

b) I \_\_\_\_\_, (Sole Proprietor of the firm), am authorized to convey to ICICI Bank Group acceptance on behalf of the firm of the terms and conditions contained in the application form and on the Website [www.icicibank.com](http://www.icicibank.com) and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank Group, nominate, substitute, revoke and vary mandate etc. from time to time and to execute such deeds, documents and other writings as may be necessary of required for this purpose.

c) I have read and understood the terms and conditions and are hereby approved and accepted and I am hereby authorized to accept such modifications therein as may be suggested by ICICI Bank Group.

d) I \_\_\_\_\_, (Sole Proprietor of the firm) am authorized to operate on behalf of the firm through 'Corporate Internet Banking' service and 'Corporate Care Services' service (choose whichever is applicable), on the firm's accounts including by causing a debit balance in company's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorized in the Corporate Internet Banking form & Corporate Care Services form.

e) I agree that ICICI Bank be and is hereby authorized to accept all valid and legal instructions

through the 'Corporate Internet Banking' service and through the 'Corporate Care Services' service (choose whichever is applicable), singly from me in respect of firms account/s. The firm does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by me in the manner provided.

f) "The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

**( CLAUSE 6,7,8 AND 9 TO BE ADDED ONLY IF APPLIED FOR DEBIT CARD)**

f)I shall apply to ICICI Bank for the facility of Debit/ATM Card for purposes of the transactions to be made by the sole proprietorship with respect to the Account, and to singly operate the Account with the Debit/ATM Card; and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said proposed account in the name of the firm, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary and comply with all other formalities as prescribed by ICICI Bank in this regard.

g)he Debit/ATM Card issued to the sole proprietor shall have a Password allotted to it by ICICI Bank. The limit on withdrawals per Debit/ATM Card per day will be as specified by ICICI Bank from time to time.

h) I hereby authorizes ICICI Bank to mail/ courier the Debit/ATM Card to my attention and the Password for the Debit/ATM card, to the address as registered with the Bank.

i) I acknowledge and agree that inadequate protection of the Debit/ATM Card or any disclosure of the confidentiality of the Password is entirely at my risk, and all transactions conducted with use of the Password shall be to my sole liability and I shall not hold ICICI Bank liable for any unauthorized or fraudulent transactions done with the Debit/ATM Card allotted to me.

This authority shall continue to be in force until I revoke it by a notice in writing delivered to you.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Signature:

Name(s)Signature in Individual Capacity & as Sole Proprietor

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**Annexure I.6**

**Partnership Letter for Channel Services (Corporate Internet Banking / Corporate Care Services / Debit Card )**

(Required to be submitted giving mode of operation and limits if a firm requests for TRANSACTION ACCESS Please include clauses 10,11 ,12,13 and 14 only if firm requests for a debit card).

To

Place: \_\_\_\_\_

The Branch Manager, Date: \_\_\_\_\_

ICICI Bank Limited,

(Branch)

Dear Sir,

❖ We, (Names of the Partners) agree to avail the 'Corporate Internet Banking' & 'Corporate Care Services', Debit card / ATM Card (choose whichever is applicable) for the CUSTID ... .. with ICICI Bank at ..... branch ,the firm accepts such terms, regulations, conditions, stipulations laid down by ICICI Bank for the purpose.

❖ We \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (all partners of the firm), are jointly authorized to convey to ICICI Bank Group acceptance on behalf of the firm of the terms and conditions contained in the application form and on the Website [www.icicibank.com](http://www.icicibank.com) and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank Group, nominate, substitute, revoke and vary mandate etc. from time to time and to execute such deeds, documents and other writings as may be necessary of required for this purpose.

❖ We \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (all partners of the firm), are authorized to operate on behalf of the firm through 'Corporate Internet Banking' service & 'Corporate Care Service' service (choose whichever is applicable) on the firms accounts including by causing a debit balance in company's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorized in the Corporate Internet Banking form & Corporate Care Services form.

❖ The authorized partner(s) or any other person authorized by partners may avail the financial, monetary and any other products and services offered by ICICI Bank through its website [www.icicibank.com](http://www.icicibank.com) (hereinafter "the Website"), Corporate Internet Banking, Corporate Care Services (phone banking channels and e- mail) and/or Debit/ATM card facility on behalf of the firm, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said account in the name of the firm, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary and comply with all other formalities as prescribed by ICICI Bank in this regard and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.

❖ And that ICICI Bank be and are hereby authorized to accept all valid and legal instructions through the Website and Corporate Care Services (phone banking channels and E mail) from

any one of the above signatories in respect of Company's account/s as per the mode of operation suggested above. The Company does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by the above signatories in the manner provided.

❖ We have read and understood the terms and conditions and are hereby approved and accepted and the partners be and are hereby severally / jointly authorized to accept such modifications therein as may be suggested by ICICI Bank Group.

**\*"The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".**

**Specific Clauses for Corporate Internet Banking ( 7 and 8 )**

❖ Further, the authorized partner(s) or any other person authorized by partners be and are hereby authorized to receive the login id and passwords, as may be sent by ICICI Bank, for entering into transactions on Corporate Internet Banking and are authorized severally to convey to ICICI Bank acceptance on behalf of the firm of any transactions as well as to enter into transactions on behalf of the firm on Corporate Internet Banking.

❖ Names of the Authorized Officials with transaction limits (Corporate Internet Banking)

Name of the users	Limit (Rs.)		To be approved by (approvers should be a user in CIB)
	From	To	

**Specific clause for Corporate Phone banking ( Clause 9 )**

❖ Names of the Authorized Officials with transaction limits (Corporate Care Services)

Sr. No.	Name of Users	Limits


**(Clause 10,11,12,13 and 14 to be added only if applied for debit card)**

j) Resolved further that the Users of Debit/ATM Card above named are authorized to avail all the facilities offered by ICICI Bank from time to time that are accessible through Debit/ ATM Card and use and conduct transactions by such Debit/ ATM Card and shall be treated as authorized signatories for all the activities and transactions performed by the use of Debit/ ATM Card. Notwithstanding anything to the contrary stated elsewhere in this resolution or in any other documents submitted to ICICI Bank, each User of Debit/ ATM Card are authorized to perform all the activities and transactions available under the Debit/ ATM Card either at present or any time in future, singly and independently, unless revoked by another Board Resolution and notified to ICICI Bank with a certified copy.

k) Such number of Debit/ATM Cards shall be issued by ICICI Bank to the firm as may be agreed to by ICICI Bank from time to time. Each Debit/ATM Card issued to the firm shall have a Password allotted to it by ICICI Bank. The limit on withdrawals per Debit/ATM Card per day will be as specified by ICICI Bank from time to time.

l) The firm hereby authorizes ICICI Bank to mail/ courier the Debit/ATM Card(s) to the attention of the partner(s) or any other person authorized by partners who applies for the Debit/ATM Card facility, and the Password to the address of the firm as registered with ICICI Bank.

) The firm acknowledges and agrees that inadequate protection of the Debit/ATM Card(s) or any disclosure of the confidentiality of the Password is entirely at the firm's risk, and all transactions conducted with use of the Password shall be to the sole liability of the firm, and the firm shall not hold ICICI Bank liable for any unauthorized or fraudulent transactions done with the Debit/ATM Cards allotted to the firm. It shall be the firm's responsibility to distribute the Debit/ATM Cards and the Password to its authorised users, as mentioned above, and to maintain without any reference to ICICI Bank, its own records of the people who have been given Debit /ATM Cards from time to time.

n) The firm does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by me in the manner provided.

This authority shall continue to be in force until any one of us revokes it by a notice in writing delivered to you.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Yours faithfully,

Fill the name of each Partner	To be signed here by ALL the Partners
In Block Letters	

**Annex.I.7**

**Joint Hindu Family Letter for Corporate Internet Banking and/or Corporate Care Services**

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(If the user is different from the HUF Karta , then the POA format to be used as per the format attached.)

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To

Place: \_\_\_\_\_

The Branch Manager, Date: \_\_\_\_\_

ICICI Bank Limited,

(Branch)

Dear Sir,

**Declaration by HUF Members**

We, the undersigned, declare that we are the members of Hindu Undivided Family under the name and style of M/s \_\_\_\_\_ CUST ID \_\_\_\_\_ with ICICI Bank Ltd

At \_\_\_\_\_ Branch and further declare as under:

We are the only members of Hindu Undivided family named M/s.  
\_\_\_\_\_ (hereafter referred to as "HUF").

That a \_\_\_\_\_ in the name of HUF be opened with ICICI Bank Limited ("ICICI Bank") at \_\_\_\_\_ (name of the branch) and that Mr. \_\_\_\_\_ is the Karta/Manager of the HUF and is authorized to open and operate singly the account in the name of HUF through the Corporate Internet Banking Service & Corporate Care Services (choose whichever is applicable) of the Bank.

We, (Name of the HUF) having CUSTID ..... with ICICI Bank at ..... Branch agree to avail the 'Corporate Internet Banking' service & Corporate Care Services service, (choose whichever is applicable) the firm accepts such terms, regulations, conditions, stipulations laid down by ICICI Bank for the purpose.

We hereby declare and confirm that Mr. \_\_\_\_\_, (Karta/Manager), is authorized to convey to ICICI Bank Group acceptance on behalf of the firm of the terms and conditions contained in the application form and on the Website [www.icicibank.com](http://www.icicibank.com) and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank Group, nominate, substitute, revoke and vary mandate etc. from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.

We have read and understood the terms and conditions and are hereby approved and accepted and we are hereby authorized to accept such modifications therein as may be suggested by ICICI Bank Group.

The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

Mr. \_\_\_\_\_, (Karta/Manager) is authorized to operate on behalf of the firm through 'Corporate Internet Banking' service & 'Corporate Care Services' service on the firm's accounts including by causing a debit balance in company's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorized in the Corporate Internet Banking form & Corporate Care Services form.

We agree that ICICI Bank be and is hereby authorized to accept all valid and legal instructions through the 'Corporate Internet Banking' service & 'Corporate Care Services' service singly from Mr \_\_\_\_\_ (Karta/Manager) in respect of HUF account/s. The firm does agree to hold ICICI Bank harmless and their interest protected on account of it

executing such instructions by Mr. \_\_\_\_\_ Karta/Manager) in the manner provided.

We declare and confirm that all transaction entered into with ICICI Bank and obligations and liabilities entered or incurred by all or any one or more of us on behalf of HUF for the account/s on such terms and conditions as govern the \_\_\_\_\_ and/or in accordance with the terms governing any facilities provided by ICICI Bank, and such terms and conditions shall be binding on each member of HUF, present and future, personally and on the estate of each of us. We further declare that all claims due to ICICI Bank from the said HUF shall be recoverable personally from all or any of us and also from the entire properties of the said HUF.

That the aforesaid Karta/Manager is authorized to sign on behalf of HUF and has full and unrestricted authority to bind all the members of HUF however constituted form time to time.

That the aforesaid Karta/Manager is authorized to avail the financial, monetary and any other products and services offered by ICICI Bank through its website [www.icicibank.com](http://www.icicibank.com) (hereinafter “the Website”) & through Corporate Care Services service (choose whichever is applicable) on behalf of the HUF, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said account in the name of the HUF, using the aforesaid facilities, and to accept and adhere to all the terms and conditions as are necessary and to comply with all other formalities as may be prescribed by the bank in this regard.

Further, that the aforesaid Karta /Manager be and is hereby authorized to receive the login id and passwords as may be sent by the Bank, for entering into transactions on the Website and through the phone banking medium and is authorized to convey to the Bank acceptance on behalf of the HUF for any transactions as well as enter into transactions on behalf of the HUF on the Website and through the phone banking medium.

We undertake to inform you any change in the constitution of HUF by any reason including due to any addition of members or on account death of any members of HUF.

Yours faithfully,

<b>FULL NAME (In Block Letters)</b>	
	<b>Signature</b>


Note:

To be signed by all members including female members. Name should be given on left hand side with details like s/o, d/o w/o with address where the address is different from HUF address. Minor name (and date of Birth) to be mentioned like 'A' (minor) through 'B' the natural guardian.'

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**Annex.I.8**

**Specimen Of Resolution by Trusts/Society for Corporate Internet Banking and/or Corporate Care Services**

(Required to be submitted giving mode of operation and limits if TRANSACTION ACCESS is requested ).

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“Extracts of the minutes of the meeting of the Board of Trustees/ Members of the Managing Council of \_\_\_\_\_ held at \_\_\_\_\_ on .....(date).

Resolved that the Trust/Society do avail the ‘Corporate Internet Banking’ service & ‘Corporate Care Services’ (choose whichever is applicable) service for the accounts having CUSTID \_\_\_\_\_ opened with ICICI Bank at \_\_\_\_\_ branch and the Trust/Society do accept such terms, regulations, conditions, stipulations laid down by ICICI Bank for the purpose.

Resolved that d Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ be and are hereby authorized severally / jointly may avail the financial, monetary and any other products and services offered by ICICI Bank through its Website, Corporate Internet Banking and the Corporate Care Services (Phone Banking Channel)(choose whichever is applicable) on behalf of the Trust/ Society, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary,

in connection therewith, and to operate the said account in the name of the Trust/Society, using the aforesaid facilities, and to accept and adhere to all the terms and conditions contained in the application form and on the Website [www.icicibank.com](http://www.icicibank.com) and comply with all other formalities as prescribed by ICICI Bank in this regard and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.

Resolved that the aforesaid terms and conditions be and are hereby approved and accepted and the authorized officials be and are hereby severally / jointly authorized to accept such modifications therein as may be suggested by ICICI Bank Group.

Resolved further that the above authorized officials namely, Shri \_\_\_\_\_, Shri \_\_\_\_\_ and Shri \_\_\_\_\_ and/or any of the officials nominated singly / jointly by the aforesaid authorized officials are also authorized to operate on behalf of the Trust/Society through 'Corporate Internet Banking' service & 'Corporate Care Services' service (choose whichever is applicable) on the Trust/Society's accounts including by causing a debit balance in Trust/Society's account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorized in the Channel Registration Form.

**Names of the Authorized Officials with transaction limits (Corporate Internet Banking)**

Name of the users	Limit (Rs.)		To be approved by (approvers should be a user in CIB)
	From	To	

Further, the above mentioned authorized officials be and are hereby authorized to

receive the login id and passwords, as may be sent by ICICI Bank, for entering into transactions on Corporate Internet Banking and are authorized severally to convey to ICICI Bank acceptance on behalf of the Trust/Society of any transactions as well as to enter into transactions on behalf of the Trust/Society on Corporate Internet Banking.

And the below mentioned authorized officials be and is hereby authorized to receive the Log in id and password for entering into transactions through the phone banking medium and is authorized to convey to ICICI Bank acceptance on behalf of the Trust/Society of any transactions as well as to enter into transactions on behalf of the Trust/Society through the phone banking medium.

**"The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".**

Names of the Authorized Officials with transaction limits (Corporate Care Services)

Sr. No.	Name of Users

The Trust/Society does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by the above signatories in the manner provided.

Resolved further that Chairman of the Board/Managing Council/ Secretary of the Trust/Society be and is hereby authorized to furnish a copy of the resolution certified as true to ICICI Bank Group.

Certified that the above is a correct copy of the resolution passed on \_\_\_\_\_ by the Board of Trustees/ Members of the Managing Council of \_\_\_\_\_ and that it has been entered in the usual course of business in the minutes book of the Trust/Society and signed therein by any of the Trustees/ Members and is in accordance with the Trust Deed /Society Deed and Bye laws.

Note : The resolution should be certified to be true copy by the Chairman of Board/Managing Council or Secretary of the trust/society.

**Annexure I.9**

**Specimen Of Board Resolution for Corporate Internet Banking, Corporate Care Services and/ or Debit Cards – for companies**

(Required to be submitted giving mode of operation and limits if TRANSACTION ACCESS is requested).

Extracts of the minutes of the meeting of the Board of Directors of

\_\_\_\_\_ held at  
\_\_\_\_\_ *Dated* \_\_\_\_\_.

**1.Resolved that** the company do avail the ‘Corporate Internet Banking’ services & ‘Corporate Care Services’, Debit / ATM card (**choose whichever is applicable**) for the accounts having CUSTID \_\_\_\_\_ opened with ICICI Bank \_\_\_\_\_ Branch and the company do accept such terms, regulations, conditions, stipulations laid down by ICICI Bank for the purpose.

2.Resolved that the said Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ be and are hereby authorized severally / jointly may avail the financial, monetary and any other products and services offered by ICICI Bank through its Website, Corporate Internet Banking and/or the Corporate Care Services (Phone Banking Channels) (**choose whichever is applicable**) on behalf of the Company, and do all such acts, deeds and things necessary, and to execute all such documents as are necessary, in connection therewith, and to operate the said account in the name of the Company, using the aforesaid facilities, and to accept and adhere to all the terms and conditions contained in the application form and on the Website [www.icicibank.com](http://www.icicibank.com) and comply with all other formalities as prescribed by ICICI Bank in this regard and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such deeds,

documents and other writings as may be necessary or required for this purpose.

**3.Resolved that** the aforesaid terms and conditions be and are hereby approved and accepted and the authorized officials be and are hereby severally / jointly authorized to accept such modifications therein as may be suggested by ICICI Bank Group.

**4.Resolved further** that the above authorized officials namely, Shri \_\_\_\_\_, Shri \_\_\_\_\_ and Shri \_\_\_\_\_ and/or any of the officials nominated singly / jointly by the aforesaid authorized officials are also authorized to operate on behalf of the company through ‘Corporate Internet Banking’ and “Corporate Phone banking service “ on the company’s accounts including by causing a debit balance in company’s account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorized in the Channel Registration Form.

**Specific Clause for Corporate Internet Banking – 5, 6**

5.Names of the Authorized Officials with transaction limits (Corporate Internet Banking)

Name of the users	Limit (Rs.)		To be approved by (approvers should be a user in CIB)
	From	To	

6.Further, the above mentioned authorized officials be and are hereby authorized to receive the login id and passwords, as may be sent by ICICI Bank, for accessing information and/or entering into transactions on the Corporate Internet Banking and are authorized to convey to ICICI Bank acceptance on behalf of the Company of any transactions as well as to enter into transactions on behalf of the Company through Corporate Internet Banking.

7."The Company/firm understands that all the Authorized users of CIB will be receiving a Business Banking Card /Debit card for the purposes of this CIB facility".

**Corporate care services ( Specific Clause for 7,8,9,10)**

8.Resolved further that the above authorized officials namely, Shri \_\_\_\_\_, Shri \_\_\_\_\_ and Shri \_\_\_\_\_ and/or any of the officials nominated singly/ jointly by the aforesaid authorized officials are also authorized to operate on behalf of the company through ‘Corporate Care Services’ service on the company’s accounts including by giving instructions for effecting fund transfer and/ or causing a debit balance in company’s account(s) with ICICI Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorized in the Channel Registration Form.

9..Names of the Authorized Officials with transaction limits (Corporate Care Services)

Sr. No.	Name of Users	Limits

10.Further, the above mentioned authorized officials be and are hereby authorized to receive the Log in id and Password for entering into transactions through the phone banking medium and are authorized to convey to ICICI Bank acceptance on behalf of the Company of any transactions as well as to enter into transactions on behalf of the Company through the phone banking medium.

11.And that ICICI Bank be and are hereby authorized to accept all valid and legal instructions through the Website and Corporate Care Services (Phone Banking channel and E mail) from any one of the above signatories in respect of Company's account/s as per the mode of operation suggested above.

**Debit Card (Specific clauses 11, 12, 13, 14 ,15,16,17)**

11.Resolved that Debit/ ATM Cards be issued, linked to our current account being opened with ICICI Bank Limited (“ICICI Bank), to such persons as specified below for purposes of transactions at ATM’s, Point of Sale (POS) and such other places where a terminal/ devise for the use/ access of the Cards are placed.

Sr. No.	Name of Users

12.And that ICICI Bank has been instructed to honour all Transactions entered into on behalf of the Company by the authorized users on such terms and conditions as govern the Debit /ATM Card facility from time to time and the Transactions entered into by the authorized users shall be sufficient authority to bind the Company and further to deduct our account with all the amounts for the Transactions.

13.And that such number of Debit/ATM Cards shall be issued by ICICI Bank to the Company as may be agreed to by ICICI Bank from time to time. Each Debit/ATM Card issued to the Company shall have a Password allotted to it by ICICI Bank. The limit on withdrawals per Debit/ATM Card

per day will be as specified by ICICI Bank from time to time.

14. And that the Company hereby authorizes ICICI Bank to mail/ courier the Debit /ATM Card(s) to the attention of the person(s) who applies for the Debit/ ATM Card facility, and the Password to the address of the Company as registered with ICICI Bank.

15. And that the Company acknowledges and agrees that inadequate protection of the Debit / ATM Card(s) or any disclosure of the confidentiality of the Password is entirely at the Company's risk, and all transactions conducted with use of the Password shall be to the sole liability of the Company, and the Company shall not hold ICICI Bank liable for any unauthorized or fraudulent transactions done with the Debit /ATM Cards allotted to the Company. It shall be the Company's responsibility to distribute the Debit /ATM Cards and the Password to its authorized users, as mentioned above, and to maintain without any reference to ICICI Bank, its own records of the people who have been given Debit/ATM Cards from time to time.

16. And that the company do accept the terms and conditions for the Debit/ATM Card facility or any other terms and conditions as may be notified by ICICI Bank in connection with the provision of Debit/ATM card facility.

17. Resolved further that the Users of Debit/ATM Card above named are authorized to avail all the facilities offered by ICICI Bank from time to time that are accessible through Debit/ ATM Card and use and conduct transactions by such Debit/ ATM Card and shall be treated as authorized signatories for all the activities and transactions performed by the use of Debit/ ATM Card. Notwithstanding anything to the contrary stated elsewhere in this resolution or in any other documents submitted to ICICI Bank, each User of Debit/ ATM Card are authorized to perform all the activities and transactions available under the Debit/ ATM Card either at present or any time in future, singly and independently, unless revoked by another Board Resolution and notified to ICICI Bank with a certified..

18. And that the Rubber Seal/Common Seal of the Company be affixed to the application form for the aforesaid opening of account and availing products and services in the presence of the said Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ jointly/severally (**strike off which is not applicable**) who shall sign the same in token thereof and Mr. \_\_\_\_\_ Secretary / authorized person who shall sign / countersign the same in token thereof.

19. The Company does agree to hold ICICI Bank harmless and their interest protected on account of it executing such instructions by the above signatories in the manner provided.

20. And that this resolution be communicated to ICICI Bank and shall remain in force until notice in writing of its withdrawal, or cancellation is given to ICICI Bank by the Company and accepted by ICICI Bank.

21. Certified that the above is a correct copy of the resolution passed on \_\_\_\_\_ by the Board of Directors of and that it has been entered in the usual course of business in the minutes book of the company and signed therein by the Chairman of the meeting/company and is in accordance with the Memorandum and Articles of Association of the Company.

**Note:** The Board resolution has to be certified either by the Company Secretary or the Chairman of the meeting or two directors present in the meeting

