

Terms and Conditions governing Foreign Exchange SMS Services (FXSMS).

1. DEFINITIONS

In these terms and conditions the following words and phrases shall have the meaning as stated hereunder unless the context indicates otherwise:

"Affiliate" of ICICI Bank shall mean and include: (i) a subsidiary of ICICI Bank, (ii) a person under the control of or under common control with ICICI Bank, or (iii) any person in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control. For the purpose of this clause, "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, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

"Application" shall mean the application form prescribed by ICICI Bank for subscription to the Foreign Exchange SMS Services of ICICI Bank.

"Customer" shall mean a person who has applied for the Service offered by ICICI Bank.

"ICICI Bank" shall mean ICICI Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under Banking Regulation Act, 1949 having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

"Mobile Phone Number" shall mean the number specified by the Customer and noted by ICICI Bank in the Application, through the call centre, on the Website or in writing either through any form provided by ICICI Bank or otherwise for the purpose of availing the Service.

"Website" refers to www.icicibank.com or any other website as may be notified by ICICI Bank from time to time.

2. INTERPRETATION

All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Words importing any gender include the other gender. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

3. APPLICABILITY

The Customer shall submit an Application to ICICI Bank for availing the Services. ICICI Bank shall be entitled at its sole discretion to accept or reject any Application as may be submitted by the Customer. By applying for or availing of the Services, the Customer acknowledges as having read, understood and accepted these Terms and Conditions.

4. SERVICES

- i) The Service(s) shall refer to the facility of providing information regarding foreign exchange rates of the Currency or prices of the Commodities mentioned in the Application and such other information as may be provided on the Mobile Phone Number by ICICI Bank from time to time. This shall include Push based services where ICICI Bank shall provide information pertaining to the Services to the Customer on his Mobile Phone Number at such time intervals as decided by ICICI Bank from time to time and Pull based services where the Customer shall be able to request for information pertaining to the Services by sending a Short Messaging Service ("SMS") in manner prescribed by ICICI to a number provided by ICICI Bank for the purpose.
- ii) Under the Services, the Customer shall receive SMS alerts on the Customer's Mobile Phone Number in the form of customized messages, pertaining to the Services. The Customer shall while subscribing for the Services provide his/her Mobile Phone

- Number and the access of the Customer to the Services shall be restricted to the said Mobile Phone Number.
- iii) Such Services will be available to the Customer only if the Customer is within the cellular service range of the particular cellular service provider or within such area which forms part of the roaming network of such cellular service provider providing services to the Customer availing such roaming facility from respective cellular service provider. ICICI Bank reserves the right to offer the Service for those Customers who are availing the services of specific cellular service providers only.
 - iv) The Customer agrees and understands that the information provided through this Service is indicative and is for information purposes only. Customer should exercise his/her own judgment before making any decisions based on this information. The Customer understands that the information provided under the Services does not represent binding commitments on ICICI Bank and the actual rates at which ICICI Bank would transact may vary significantly.

5. CUSTOMERS OBLIGATION

The Customer agrees and undertakes that he/she shall immediately inform ICICI Bank of any change, including any change in the ownership, with respect to the Mobile Phone Number. The Customer understands and agrees that unless specifically informed, ICICI Bank shall continue providing the Services at the Mobile Phone Number. In case the Customer wishes to discontinue the Services, he/she shall send a request regarding the same, in a form and manner prescribed by ICICI Bank from time to time for this purpose. The Customer understands that ICICI Bank shall not be responsible in any manner whatsoever for any liabilities arising, directly or indirectly, due the failure on Customer's part to inform ICICI Bank regarding any change in the Mobile Phone Number.

6. LIMITATION OF LIABILITY

The Customer understands and agrees that ICICI Bank shall not be liable for any inaccuracy, error or delay in, or omission of any data, information or message, or the transmission or delivery of any such data, information or message; or any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message in relation to the Services. Under no circumstances shall ICICI Bank, its employees, directors, Affiliates and third party agents involved in processing, delivering or managing the Service, 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 provision of or any inadequacy or deficiency in the provision of Service or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Service or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

7. AMENDMENT TO THE TERMS

ICICI Bank has the absolute discretion to amend or supplement any of the Terms and Conditions at any time. ICICI Bank will endeavor to give notice of the same by email or by displaying the amended Terms and Conditions on the Website or in any manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

8. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and the Customer irrevocably submits to the non-exclusive jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

9. AGENTS

The Customer acknowledges that ICICI Bank may appoint agents for rendering Services to the Customers from time to time.

10. SEVERABILITY

Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

11. CHARGES/ FEES

The Customer shall be liable to pay fees and charges for the Services as specified by ICICI Bank from time to time. The Customer shall be solely responsible for the payment of all past, present and future central, state and local levies, direct/indirect taxes, duties fines, penalties and charges (including without limitation service tax, sales taxes, value added taxes, excise duties and customs duties, if any), by whatever name called, as may become due and payable in relation to the Services. ICICI Bank is entitled to recover the charges/fees together with applicable taxes, duties levies or any other statutory dues, or enforce any indemnity by adjusting the same against the debit proceeds or other funds belonging to the Customer or in any other manner. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by ICICI Bank.

12. NON-TRANSFERABILITY

The Service is not transferable under any circumstance and shall be used only by the Customer.

13. ASSIGNMENT

The Customer shall not assign its rights or obligations under the Service to any person. ICICI Bank may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Customer.

14. WAIVER

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