

General Terms and Conditions for Governing Accounts & Services at ICICI Bank Limited Sri Lanka

In these General Terms and Conditions for Governing Accounts (the **"Terms"**) of ICICI Bank Limited Sri Lanka, the term **"Bank"** refers to all branches of ICICI Bank Limited in Sri Lanka.

These Terms & Conditions shall be read in conjunction with the relevant Application(s) or account opening form(s) of the Bank, the terms of which are incorporated herein by reference. The Bank shall have the sole discretion to grant the request in accordance with the relevant Application(s) or account opening form(s). In the event of inconsistency between these Terms, the terms and conditions in the relevant Application(s) and account opening form(s), then: (a) the terms and conditions in the Application(s) or account opening form(s), as the case may be, shall prevail over these Terms.

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

"Account" refers to any account of the Customer with the Bank including without limitation any fixed deposit account, current account, savings account and any other account which may be made available by the Bank from time to time in local currency or in the foreign currency.

"Application" refers to any application form or mandate to be provided by the Customer in relation to any banking service provided by the Bank

"Customer" refers to the holder of an Account with the Bank or who subscribes to any banking services and where it is more than one such person, shall be construed, as the context requires, to any, all or each of them.

"Guardian/Parent" shall mean the natural/court appointed guardian appointed under the applicable laws in Sri Lanka.

"Group Companies" means ICICI Bank Limited, Sri Lanka branch, its parent company, ICICI Bank Limited incorporated under the laws of India and all its subsidiaries.

"LKR" shall mean the lawful currency in Sri Lanka.

"Services" shall mean the services provided by ICICI Bank in connection with the Account and more particularly described in these Terms.

"Services Directory" shall mean a directory of services provided by the Bank

"Website" refers to the website owned, established and maintained by the Bank at the <http://www.icicibank.lk/>

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.

All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

Part I

1. Terms and conditions for establishing account relationship and Operating Accounts

1.1 Person(s) desiring to open an Account or to avail of any banking facilities from the Bank must execute such agreements/forms and provide and furnish all such documents as may be required by the Bank. The documents listed in the application forms are not an exhaustive list of requirements and the Bank reserves the right to require submission of such other documents or information as may be determined by the Bank on a case by case basis. By applying for opening the Account, the Customer acknowledges that he / she has read, understood and accepted these terms and conditions.

1.2 The Bank will allocate a distinct and unique Customer Identification No. ("Cust ID") for each Customer.

2. Operating Accounts

2.1 A relationship can be opened in the names of:

- An individual in his / her own name;
- A minor (person less than 18 years of age) under guardianship;
- Two or more persons in their joint names (subject to the discretion of the Bank may from time to time determine);
- A company, sole trader, partnership firm, trust, association or other entity as may be permitted by the Bank in their respective names. The Bank may permit the opening of fiduciary accounts in the name of a trust, firm of solicitors or accountants or such other intermediaries as may be determined by the Bank.

2.2 All the Accounts maintained in the sole name of a Customer shall be operated singly, by the individual or the holder of Power of Attorney of such individual (as permitted by the Bank), and in the case of joint accounts, by both/all account holders jointly or by the specific account holder(s) in the Application Form(s), or by their holder of Power of Attorney (as permitted by the Bank) as indicated in the account opening forms or as otherwise instructed by the joint account holders and accepted by the Bank in its discretion.

2.3 Accounts can be opened & maintained in such designated foreign currencies other than LKR as may be indicated in the Application

2.4 In case of joint accounts, any change in operational instructions/signing conditions or any other information contained in the application form shall be given by all the joint account holders, irrespective of mode of operation.

2.5 Accounts in the names of a company, sole trader, partnership firm, trust, association or other entity shall be operated by the authorised signatory (ies) of the respective entities, as specified in the application form/resolution submitted by such entity at the time of opening the account or as varied in accordance with these Terms. Changes to authorised signatories of such entities shall be recognised only upon due submission of the requisite authorisations/resolutions approving such changes, to the satisfaction of the Bank.

2.6 Where the Customer has requested the Bank to provide e-statements instead of hard copies, it is incumbent upon the Customer to inform the Bank of any changes in e-mail address immediately. The Bank will not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of the Customer not informing the Bank of change in mailing address or e-mail address or for any other reasons whatsoever.

2.7 The Cust ID is common for all accounts opened in the same name and capacity, in addition to a unique account number for each account. Cust ID, once allotted, needs to be quoted when opening any further accounts or applying for any banking facilities in the same name and capacity. The Cust ID and relevant account number is to be quoted in pay-in-slips issued by the Customer and in all correspondence.

2.8 The Customer (or guardian, in case of minor accounts or the trustee in case of trust accounts or the relevant intermediary in case of any other fiduciary account or the authorised signatories in case of corporate accounts) shall examine the entries in any statement of account or balance confirmation certificate that may be sent to it by the Bank and within 14 days of the date of such statement or certificate, to draw the attention of the Bank to any errors or omissions. Except in cases of fraud or forgery, if no such notification is received by the Bank after the expiration of the said 14 day period, the Bank reserves the right to regard as conclusive the details and information contained in such statement of account or balance confirmation certificate and the contents and entries therein shall be binding on the Customer or any person claiming under or through the Customer without the requirement for any further proof. The Bank does not accept any responsibility for any loss arising out of failure on the part of the Customer to examine the entries in the statements and report, within the said 14-day period.

The Bank will be sending through courier or post from time to time to the mailing address furnished by the applicant or who subscribes to any related service in banking, statements of account, balance confirmation certificate, cheque books, Debit cards, various PIN mailers and such other items. Hence, it is incumbent upon the applicant(s) to intimate change in mailing address, if any, immediately without any loss of time. The Bank will not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing address.

2.9 The account holder(s) shall examine the entries in the Savings/Current account statement on receipt, and draw the attention of the Bank to any errors or omissions that might be discovered. The Bank does not accept any responsibility for any loss arising out of failure on the part of the account holder to carry out examination of entries in the statement and to point out such error and / or omission within 14 days from the date of the statement.

2.10 A minimum deposit is prescribed for opening any Account. A minimum average balance (MAB) during a month or any other prescribed period may also be required to be maintained in the accounts ("MAB"). Failure to maintain the prescribed MAB may attract service charges as may be stipulated by the Bank from time to time.

3. Cheque Books

3.1 Cheque books may be provided only for such types of accounts as may be permitted by applicable regulations and as may be determined by the Bank in its sole discretion. The terms and conditions hereunder pertaining to cheque book shall be applicable only if a cheque book facility is offered by the Bank for any account as permitted by applicable regulations and determined by the Bank. A cheque book shall be posted directly to the mailing address given by the Customer, provided all formalities are completed. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book, subject to satisfactory conduct of the account in the Bank's sole opinion. Cheque books may be issued subject to such fees as may be stipulated by the Bank from time to time.

3.2 Alterations, if any, on cheques are required to be authenticated by the drawer's signature against each such alteration. The Bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by the drawer under full signature in accordance with the specimen of the signature of the drawer on record with the Bank. Cheques should be drawn in the currency of the account and in such a way as to prevent alteration after issue and the drawer's signature should be uniform with that on record.

3.3 The Bank will record instructions from the drawer regarding cheques lost, stolen or unavailable for any other reasons whatsoever, but cannot guarantee against loss in the event of such a cheque being paid.

3.4 The Customer may countermand payment of a cheque by giving written instructions to the Bank (the authenticity of which the Bank should be able to verify) to that effect and including complete and accurate details of the Cust ID, cheque number, the name of the payee, the account number and the date on which and the amount for which the cheque had been drawn and such other details as the Bank may require. The Bank shall comply with the countermand instructions only in the event that all the aforesaid details accord strictly with those of the cheque presented and the cheque remains unpaid at the time the countermand instructions are recorded by the Bank. The Bank shall not be liable for any losses that the Customer may incur in the event that the Bank, in its absolute discretion, follows or refuses to follow any instruction to countermand payment on a cheque that does not set out all the above mentioned details. If the Customer countermands payment of a cheque by means of an instruction which the Bank cannot verify (including but not limited to telephone, facsimile or other electronic instructions), the Bank shall not be obliged to take any action; or, may (but shall not be obliged to) at the Bank's absolute discretion, follow such instruction, without any liability.

Service charges as may be stipulated by the Bank from time to time will be levied on the Customer for handling such countermanding instructions.

3.5 The Bank may dishonour and/or return cheques unpaid which are altered, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment more than six months after the date the cheque is drawn.

3.6 The Customer agrees that:

- cheques drawn by the Customer which have been paid may, after having been recorded in electronic form or other form as determined by the Bank, be retained by the collecting bank or any designated agency for such period as is stated in the rules relating to the operation of the clearing house for the related currency and after this, they may be destroyed by the collecting bank or as the case may be; and
- the Bank is authorised to contract with collecting banks in accordance with the terms in paragraph (a) above.

3.7 Customers should exercise caution in the safekeeping of cheque books, and should report the loss of signed cheques, blank cheques or cheque books as soon as possible. Cheques should never be pre-signed in blank, it is safer if cheques are always crossed and not made out "to bearer".

4. Conduct of Account

4.1 Transactions are entertained during normal banking hours at the Bank.

4.2 The Bank reserves the right to return cheques or any other payment instructions for insufficient balance in the account or for being in excess of any pre-determined limit or mandate, for errors or other reasons, and to levy a charge on returned cheques. Similarly, if any cheque or other instrument deposited by the Customer is returned unpaid, a service charge will be imposed.

4.3 No overdrawing is permissible in accounts unless an overdraft facility has been specifically sanctioned by the Bank.

4.4 Standing instructions are subject to service charges stipulated by the Bank from time to time.

4.5 The Bank has the authority to debit any Accounts even creating an OD to recover any amount credited by the Bank erroneously.

5. Charges and Fees

5.1 Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed in the Services Directory for the respective type of Accounts (as per approved tariffs of the Bank) and as put up on the Website from time to time. The Charges shall be revised by ICICI Bank from time to time and as and when notified on its website the same shall be made applicable to the respective Accounts. Charges will be debited to the Account at such intervals as may be deemed fit by the Bank.

5.2 The Bank will also have the right to set-off the service charges, charges for non-maintenance of Monthly Average Balance (MAB) or any wrong credit or late returns reported by the correspondent Bank/counter party by debiting the Account, without requirement of providing further notice or seeking additional consent/authorisation. In case the balance in the Account becomes overdrawn as a result of such set-off, ICICI Bank will be entitled to charge interest at such rates as the Bank may deem fit in its sole discretion, for the period for which the Account remains overdrawn at any time during the maintenance of the Account. In case of any shortfall in the Account or in the event of closure of the Account, the Customer shall be liable to pay the amount outstanding on Account of charges/interest or otherwise to the Bank, forthwith, without demur or protest.

5.3 The Customer agrees and confirms that in the event any of the Services in connection with the Account are become liable to tax under the applicable laws and regulations, the Customer shall bear all the taxes or duties (by whatever name called) in connection with such Services and ICICI Bank is hereby authorised to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent/authorisation. Further, it is the duty and the responsibility of the Customer to reconcile the taxes levied on the account and make appropriate claims from the bank, within the prescribed time period, where making claims on tax collected are applicable.

5.4 In the event of occurrence of any of the above events, the Customer shall receive balance amounts, net of all deductions made as per the terms and conditions hereof. The Customer shall be intimated at the last address provided by the Customer and required to collect all such amounts, from the Bank; in case the Customer does not collect the amounts within the time period stipulated by the Bank in the communication sent to him / her as above, then the Bank shall send the amounts at the last known address of the Customer and will not be liable for any reason whatsoever in case of non-receipt of such amount/s by the Customer or for any losses or damages incurred by the Customer as a consequence thereof.

7. Holiday Processing

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

8. Collection Facility

8.1 Cheques, drafts, bills, dividend / interest warrants and other instruments issued in favour of Customers are accepted for collection on account holders' behalf, subject to applicable service charges. Applicable fees and charges for collection of outstation instruments/overseas instruments shall be payable by the Customer. The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. The Bank does not accept or share any responsibility for realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. Withdrawals of proceeds of such instruments are permissible only after the Bank has received the actual proceeds into account.

8.2 Withdrawals against clearing cheques will be normally permitted only against cleared balances at the discretion of the bank.

8.3 In cases where a cheque is returned, the amount in respect of which had already been credited to the Customer and/or in respect of which withdrawal was permitted, if any, the Bank will reverse the credit of such amount and debit the amount equal to the amount of the returned cheque. In such cases, if the account does not have sufficient funds, the outstanding amount shall be deemed to be a temporary overdraft by the Bank and shall be forthwith repaid by the customer without requiring any notice from the Bank. In debiting the amount as aforesaid, the Bank would debit the amount credited or the Rupee amount equivalent to the relevant foreign currency denominated cheque whichever is higher. The service charges, penalties and other charges as applicable will also be levied by the Bank in such instances.

9. Statement of Account

9.1 Unless it is inappropriate for the type of account the Customer holds and the Account is dormant or suspended, the Bank will give monthly account statements that will be mailed to Customer's communication address as per the Bank's records. The Bank shall not be responsible for statements of Account lost in mail/post. The Customer shall be required to contact the Bank promptly if the statement of Account is not received and request for a duplicate statement of Account, if required. At the request of the Customer, the statement of Account may be sent to the Customer's e-mail address. Customers are required to verify the authenticity of the E-Statement received by them and the Bank shall not be liable for any liability whatsoever in the event of any statement of Account is received by the Customer from fraudulent persons/imposters. The Bank shall not be liable in the event of any defects or failure in the computer system / network of the Customer on account of receipt of E-statement by the Customer from the Bank.

9.2 Subject to a charge, duplicate statement for a specific period on the Account may be provided. Ordinarily, duplicate statements can only be issued for periods not earlier than 36 months from the date of request. The Customer account statements will show all amounts added to or taken from the Account since the previous statement along with details of individual transactions. Information about changes and new and existing products and services may be provided on the statement. If the Customer(s) have a joint account, the statement shall be provided to each account holder/s. It is the Customers responsibility to review the Account statements and other advice provided by the Bank to the Customer, regularly and to notify promptly in case any discrepancy is observed.

9.3 The Bank reserves the right to rectify discrepancies in the statement of Account, if any, at any point of time.

10. Cheque Deposit Box Service

10.1 Drop-boxes shall only be used for instruments, facilities, etc. for which it is intended to be offered by ICICI Bank. The Customer shall carefully read the relevant instructions prior to usage of the drop boxes. ICICI Bank shall not be held liable for instruments lost/not processed as a result of the Customer dropping the instrument in the incorrect drop box.

10.2 ICICI Bank will not be liable for any loss, including but not limited to, consequential loss due to delay in forwarding the instruments for clearing due to reasons which are beyond the reasonable control of ICICI Bank.

11. Notice of Death or Incompetence

11.1 In the case of sole accounts, the Bank shall not be under any obligation to release monies standing to the credit of a deceased Customer's sole account until the Bank is satisfied in its sole discretion that the proper disposition of the deceased's interest in the account has been finally and validly determined and that any applicable duty or taxes have been paid, and that the person seeking release or withdrawal of such monies is duly entitled to do so.

11.2 In the case of joint accounts, if any one of the depositors should die, the Bank is authorised to pay or deliver to the order of the survivor(s) any moneys, assets or documents standing to the credit of the account without prejudice to any right the Bank may have in respect of the same arising out of any set-off, combination and consolidation, counterclaim, lien, charge, pledge or otherwise.

11.3 Without being under any obligation to do so, the Bank may decline to effect any withdrawal from an account (whether sole or joint) where a depositor has died until the Bank has received evidence satisfactory to it as to payment of any applicable taxes and such other matters as it may reasonably require.

11.4 In the event there is no nominee for the Account, the legal heirs of the deceased Account holders shall submit such proof as may be notified by the Bank from time to time for the release of the monies to the legal heirs of the deceased. Where the nomination has been provided by the deceased Account holder in the application form submitted to the Bank, the monies will be released upon obtaining sufficient proof (in the sole opinion of the Bank) for the identification of the nominee.

12. Nomination

12.1 Nomination facility is available for certain Account types that are in the names of individuals and proprietorship firms. Any number of persons could be nominated and the balance in the Account / Deposit could be apportioned among nominees on equal basis or in any ratio as specified. Nomination comes into effect only upon death of the Customer. The nomination is to be made by the Customer duly witnessed by a third person. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of deposit with ICICI Bank. A nomination made on the primary account Relationship form shall have effect on all Savings/Term deposit Accounts subsequently opened with ICICI Bank, unless otherwise instructed. However, the Customer may have liberty to request for different persons to be nominees for different Accounts under the same Customer identification number.

13. Sharing of Information

13.1 The Customer undertakes and authorises the Bank/its Group Companies to exchange, share or part with all the information, data or documents relating to his/her/its application to other ICICI Group Companies/Banks/Financial Institutions/Credit Bureaus/Agencies/Statutory Bodies / Financial Intelligence Unit (FIU) such other persons as the Bank/its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information/data by such persons or furnishing of the processed information/data/products thereof to other Banks/Financial Institutions/credit providers/users registered with such persons and shall not hold the Bank/its Group Companies liable for use of this information.

13.2 The Customer hereby irrevocably authorises the Bank to disclose, as and when the Bank is required to do so in order to comply with the applicable laws or when the Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from the Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his / her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:

- the head office, affiliates, or any other branches or subsidiaries of ICICI Bank Limited the auditors, professional advisers and any other person(s) under a duty of confidentiality;
- vendors, installers, maintainers or services of the Bank's computer systems;
- any exchange, market, or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch of ICICI Bank or over any transactions effected by the Customer or the Customer's Account;
- any party entitled to make such demand or request;
- any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
- any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of services in respect of the Customer's Account(s) or Facilities (as the case may be) or in connection with the operation of the Bank's business;
- any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the Customers or processing transactions pertaining to the Customers' Accounts or Facilities; and
- enable the Bank to centralise or outsource its data processing and other administrative operations) to the Bank's head office, its affiliates or third parties engaged by the Bank for any such services / operations and any regulators, credit bureau etc, auditors.

13.3 The Customer hereby agrees and consents that the Bank shall be entitled, in connection with the Customer's application for any Account, facilities or services provided by the Bank, or during the course of the Customer's relationship with the Bank, to obtain and procure information pertaining to the Customer or any of his / her / its Accounts, legal or financial position from whatever sources available to the Bank.

14. Change of Terms & Conditions

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

15. Non-Transferability

15.1 Accounts with the Bank are not transferable under any circumstance and no right, title, interest therein or any part thereof can be transferred or secured by the Customer to or in favour any person without the prior written consent of the Bank. However, the Bank shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms & Conditions shall continue to be in force and effect for the benefit of the successors and assigns of the Bank.

16. Electronic Transactions

16.1 The Bank does not normally act on telephone, teleservice operations, fax and other electronic instructions from the Customer. However, the Customer may authorise the Bank to execute instructions by telephone, teleservice operations, fax and/or other electronic means of communications upon specifically indemnifying the Bank for carrying out telephone, teleservice operations, fax and/or other electronic instructions in a form and manner acceptable to the Bank. The Bank reserves the right not to act on any telephone, teleservice operations, fax or electronic instructions in its sole discretion, and may require written confirmation of instructions given by telephone, teleservice operations, fax, or other electronic instruction as directed by the Bank

16.2 The Customer agrees to adhere to and comply with all such terms and conditions as the Bank may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Webiste, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Bank, for and in respect of the Account or its terms, or the Bank's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Bank's terms and conditions for such facilities, as may be prescribed from time to time.

17. Waiver

17.1 No failure or delay by the 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 constitute as a waiver. The rights and remedies of the Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

18. Indemnity

18.1 The Customer hereby agrees that he/she/it shall, at his/her/its own expense, indemnify, defend and hold harmless the Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms & Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.

18.2 Under no circumstances shall ICICI Bank be liable to the Customer for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.

18.3 ICICI Bank shall not be liable for any failure to perform any obligation contained in these Terms & Conditions or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

18.4 The Customer shall indemnify ICICI Bank as collecting Banker for any loss or damage which ICICI Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by ICICI Bank shall be deemed to have been given in every case at the Customer's express request.

18.5 The Customer shall keep ICICI Bank indemnified at all times against, and save ICICI Bank harmless from

- all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in resolving any dispute relating to the Customer's Account with ICICI Bank or in enforcing ICICI Bank's rights under or in connection with the Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with ICICI Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.

- If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as ICICI Bank may from time to time stipulate from the date the payment is due up to the date of payment.

18.6 The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his / her / its relationship with ICICI Bank and shall indemnify and keep indemnified ICICI Bank from all actions, proceedings, claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in connection with any failure to comply with any such applicable laws / regulations.

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

19. No Encumbrances

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

20. Banker's Lien and Set-Off

- 20.1 The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held / balances lying in any Accounts of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of the Bank's services extended to and / or used by the Customer or as a result of any other facilities that may be granted by the Bank to the Customer. The Bank is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to the Bank, whether actual or contingent, or whether primary or collateral, or whether joint and / or several, including without limitation indebtedness under any indemnity given by the Customer to the Bank hereunder or under any other document / agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with the Bank, notwithstanding that the deposit(s) / balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. The Bank's rights hereunder shall not be affected by the Customer's bankruptcy, incapacity, insolvency, death or winding-up.
- 20.2 The Bank is further entitled under the prevailing laws of Sri Lanka, to sell any of the Customer's securities or properties held by the Bank on deposit or otherwise by way of public or private sale without any judicial proceeding whatsoever and retain from the proceeds derived from the total amounts outstanding to the Bank from the Customer, or whatever other expenses incurred by the bank, whether such expenses relevant to such sale or not.
- 20.3 In addition to the Bank's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorises the Bank: (a) to combine or consolidate at any time all or any of the Accounts and liabilities of the Customer with or to any branch or office of ICICI Bank Limited (whether in Sri Lanka or elsewhere); and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any Account, in the Customer's name or jointly with any other person, with any branch or office of ICICI Bank Limited (whether in Sri Lanka or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under these Terms & Conditions or for the Customer's Account(s) or under the terms of any other facilities that may be granted by the Bank to the Customer. For this purpose, the Bank is authorised to use all or part of such credit balance to purchase (at prevailing exchange rates quoted by the Bank) other currencies as may be necessary to effect the application, provided always that the Bank shall not be under any liability to the Customer whatsoever in respect of any loss arising from any conversion of any amount from one currency to another or fluctuations in the rate of exchange for which any currency is for this purpose converted into any other currency.
- 20.4 In respect of a joint account, the Bank shall be entitled to set-off any sums standing to the credit of such joint account against the debit balance in other Accounts which may be held by one or more holders of such joint account.
- 20.5 The Bank shall not be under any obligation to exercise any of its rights under this Paragraph.
- 20.6 The above mentioned rights of the Bank are without prejudice to the obligations of the Customer to pay to the Bank when due all its indebtedness and without prejudice to any other rights that the Bank may have against the Customer for recovery of outstanding from Customer to the Bank.
- 20.7 The Bank shall be entitled to withhold payments out of the Customer's Account or dishonor the Customer's cheque/instructions in case any amounts outstanding from the Customer to the Bank are not paid when due.

21. Dormant Account

- 21.1 If there has been no activity on an Account for a period of 15 months or more (or such other period as the Bank may at its discretion determine from time to time), the Bank may, by at least 14 days notice to the Customer at its last notified address, inform the Customer that the account has been classified as "INACTIVE" and specify the charges accrued thereon for the first time. Any charges imposed by the Bank may be deducted by the Bank from the dormant account, and in the event of insufficiency of funds the Bank can initiate the process for closure of the account. Post the "INACTIVE" classification, if there is no Customer induced transaction in the Account for further three months such Accounts shall be classified as "DORMANT". The Customer shall be notified of the change in classification. No account statements would be sent for a dormant account. Customer-induced transactions shall mean any credit or debit transactions done by a Customer in the Account through the following modes:

1. Transactions through Cheque
2. Cash or Cheque Deposit
3. Transaction through Internet and/or wire transfer

For information regarding how to avoid dormant account, the Customer should contact the Bank or visit the Bank's Website for further details.

22. Conduct of Account

- 22.1 When a Customer wants his/her operative account at one branch to be transferred to another branch, he/she has to give his/her request in writing stating justifiable reasons for the transfer along with, ATM/Debit card, unused cheque books. The bank will close the account and arrange to open a new account at the other branch and will issue new cheque book, new ATM / debit card, etc.
- 22.2 Transactions are entertained normally during banking hours at the branch where the Relationship is maintained or at any other ICICI Bank Branches the Bank will not be liable for any delay on any account of failure of connectivity. Also this service will not be available on the day(s) when the branch where the account holder has his/her Relationship, is closed.
- 22.3 If a cheque issued by a Customer is required to be returned for insufficient balance in the account or due to uncleared effects, a penalty/charge is levied. Similarly, if any cheque deposited by the Customer is returned unpaid, service charge is recovered.
- 22.4 No overdrawing is permissible in accounts, unless it is arranged for an over limit.

23. Closure / Freeze of the Account

- 23.1 The Bank reserves the right to terminate / close or Freeze the banking relationship with a Customer and/or close the Account(s) for any reason whatsoever, including without limitation:
- a. Return of Account opening cheque given by Customer as part of the Account opening formalities pre / post commencement of Account operations.
 - b. Any false/misleading information given or suppression of any material fact.
 - c. In case fraudulent/forged/fake cheques / bank drafts or any such instruments are attempted to be cleared/cleared through the Account.
 - d. In case of frequent returns of inward/outward cheques in the Account.
 - e. Unsatisfactory conduct of the Account in terms of volume / type of transactions, frequent dishonor of cheques issues by the Customer, Non-maintenance of MAB, as applicable..
 - f. Non intimation of change in communication address leading to Customer's whereabouts being unknown.
- 23.2 The Bank may by at least 14 days notice to the Customer at its last notified address inform the Customer that the Bank shall freeze or close the Account and specify charges accrued thereon. However, the Bank reserves the right not to give any such notice where in the opinion of the Bank there exists exceptional circumstances which necessitate the closure of account (e.g., where the account is being used for criminal activities)
- 23.3 The Bank may discharge its entire liability with respect to an account which it closes by deducting a service charge as may be imposed by the Bank from time to time and mailing to the Customer's last known address a draft or cheque without recourse to the Bank as drawer payable to the Customer's order in the amount of the then credit balance in the account from time to time.
- 23.4 Where a Customer's account has been terminated and the Customer has not claimed the monies or assets lying therein, the Bank shall treat such money and assets as abandoned property and deal with it in accordance with such guidelines as may be published by the Central Bank of Sri Lanka, from time to time

24. Complaints

- 24.1 If the Customer is not satisfied with the products & services provided by ICICI Bank, the Customer may contact the Bank vide any of the mediums as mentioned below and register a complaint.
- a. Visit the complaint officer at ICICI Bank Limited, Sri Lanka Branch, No 58, Dharmapala Mawatha, Colombo 07, Sri Lanka; or
 - b. Email the complaints at customercare.srilanka@icicibank.com; or
 - c. Mail us at ICICI Bank Limited, Sri Lanka Branch, No 58, Dharmapala Mawatha, Colombo 07, Sri Lanka; or
 - d. Contact Helpline: +94 11 4242400; or
 - e. Contact the Financial Ombudsman of Sri Lanka;
Contact details:
Address : No 143A, Vajira Road, Colombo 05.Tel :+94 11 2595624.
Fax: +94 11 2595625
Email: fosril@sltnet.lk
Web site : www.financialombudsman.lk
- 24.2 Upon receipt of complaint (as intimated to the Customer), the Bank shall make all reasonable endeavours to address the complaints within 30 days.

25. Rules

- 25.1 The Bank reserves to itself the right to alter, delete or add any of these rules at any time without prior intimation to individual Customers. Copies of the current version of these Terms and Conditions may be sought from the Branch where the Relationship is established. The Bank reserves the right to refuse to open an account or to close any account.

26. OFAC and other sanctions

- 26.1 The Customer hereby represents to the Bank (which representation shall be deemed to be repeated on each day) that neither the Customer nor any other person benefiting in any capacity, directly or indirectly, from or in connection with the Account or from the Terms and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned under the sanctions (and related laws) promulgated by the United States (including its Office of Foreign Assets Control's (OFAC)), India, United Nations, European Union and/or any other country(collectively, the "Sanctions").
- 26.2 The Customer agrees that the Bank shall have the unconditional right to refuse to take any action in respect of the Account and/or any credit (including making any payments) that in the opinion of the Bank may violate/subject it to any Sanctions. The Customer agrees (i) to ensure that the transactions entered into do not violate any Sanctions and (ii) to not use the proceeds from the Accounts in any transaction with, for the benefit or for the purpose of financing the activities of, any person subject to any Sanctions, whether directly or indirectly. No action taken by the Bank pursuant to the Account, including processing of any transaction, shall be deemed to be a waiver of any of the Bank's rights hereunder related to the Sanctions nor shall they act to relieve the Customer of the Customer's obligations in relation thereto and the Bank shall have the absolute right to take any action in respect of the Accounts as deemed necessary by it to ensure compliance with the Sanctions.
- 26.3 The Customer shall immediately notify the Bank if any Sanctions become applicable to the Accounts in any manner.
- 26.4 The Customer/Borrower hereby agrees to indemnify and hold harmless the Bank, to the fullest extent permitted by applicable law, for all losses and liabilities (including due to claims by a third party), incurred by the Bank as a result of any breach by the Customer of the Customer representations and undertakings contained herein pertaining to the Sanctions and/or due to any action taken by the Bank pursuant to the Sanctions. No action taken by the Bank pursuant to the Account, including use of the Account, issuance of any financial instruments thereunder or processing of any payments or transactions, nor any action taken by the Customer in relation thereto, shall be deemed to be a waiver of any of the Bank's rights under any provisions of the Account related to the Sanctions nor shall they act to relieve the Customer of the Customer's obligations or liabilities in relation thereto.

27. Foreign Currency

- 27.1 Where an account is maintained with credit balance in a currency other than LKR ("Foreign Currency"), the amount of such credit balance (together with other credit balance in the same Foreign Currency deposited by other Customers with the Bank) may be held by the Bank, at the Customer's sole and exclusive risk, with a bank or financial institution in which such Foreign Currency is legal tender (or if such Foreign Currency is legal tender in more than one country, in any such countries as the Bank may in its absolute discretion decide). Such deposit will therefore be subject to all applicable laws and clearing house rules which may have effect in the place where such account is maintained and in the country or part thereof in which the bank or financial institution at which such deposit is maintained carries on business or is incorporated or registered or resident. The Bank does not accept any responsibility whatsoever if all or any part of such deposit becomes unavailable because of any applicable laws for the time being in force in the place where such account is located or in any such country or part thereof, including expropriation, acts of God, civil strike, war or other similar causes beyond the control of the Bank (whether arising in the place where such account is maintained or in any place which the Bank has deposited such funds). There shall be no recourse by the Customer against the Bank, its head office or any other branch of ICICI Bank Limited in any of the above events.

28. Taxes

- 28.1 In the event that any taxes, levies or charges whatsoever are now or hereafter required by law to be paid on or in respect of any sums able to the Bank or any other matters under or relating to the Account, the same shall be borne by the Customer and the Customer shall pay to the Bank the amount of any such taxes, levies or charges (or such part thereof which the law does not prohibit the Bank from collecting from the Customer on or before the same becomes due under law, in addition to all other sums payable to the Bank in relation to the Account, and the Customer shall indemnify the Bank against payment thereof.
- 28.2 All sums payable by the Customer shall be paid free of any restriction and condition, free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax and without deduction or withholding except to the extent required by law on account of any other amount, whether by way of set-off or otherwise.
- 28.3 In the event the Customer or any other person is required by law to make any deduction or withholding on account of any such tax or other amount from any sum paid or payable in relation to the Account, or the Bank (or any person on its behalf) is required by law to make any deduction or withholding from or (except on account of tax on the overall net income of the Bank) any payment on or calculated by reference to the amount of any sum received or receivable by the Bank under the Facility, the sum payable by the Customer or such other person shall in respect of which the relevant deduction withholding or payment is required be increased to the extent necessary to ensure that, after the making of that deduction withholding or payment, the Bank receives on the due date and retains (free from any liability in respect of any such deducted withholding or payment) a net sum equal to what it would have received and so retained had no such deduction withholding or payment been required or made. However, if the Customer has submitted declaration to the Bank in the prescribed form confirming that the total interest earned by the Customer or such other person as relevant does not exceed the applicable threshold, no withholding tax will be deducted. At the request of the Customer a certificate will be issued at the end of each financial year showing the balance on the last date of the financial year, cumulative interest paid during the period and also the tax withheld.
- 28.4 Debit Tax is a requirement imposed by the Inland Revenue Department of Sri Lanka, from time to time. In computing the aggregation, it excludes transfers made between LKR current or savings accounts of the Account holder, banks posting errors and debit tax charged. This calculation is done on the basis of exact amounts without any rounding off. This amount is charged on the first day of the following month. The Customer shall reconcile the debit tax charged from the Account and if recovery is discrepant to inform the Bank within one month. Upon receipt of the prescribed form signed by the Customer, the Bank will reverse such charges from the government collection account. Debit tax is not applicable for foreign currency current and savings accounts.
- 28.5 In the event the Bank is required to make any payment of or on account of tax (except on account of tax on the overall net income of the Bank) on or in relation to any sum received or receivable under or in connection with the Facility (including any sum deemed for purposes of any tax (except on account of tax on the overall net income of the Bank) to be received or receivable by the Bank, whether or not actually received or receivable by such Bank) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Bank, the Customer or the Borrower (as the case may be) shall (within three Business Days of demand by the Bank) indemnify the Bank against such payment or liability together with any interest penalties, costs and expenses payable or incurred in connection therewith.

29. Governing Law & Conditions

29.1 These Terms & Conditions shall be governed by, and construed in accordance with the laws of Sri Lanka as prevailing from time to time. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts in Colombo in Sri Lanka, in connection with any action or proceeding that may arise out of or in connection with these Terms & Conditions. Such submission shall not prejudice the Bank's right to commence action against the Customer in any other court of competent jurisdiction. Further the bank may have to adhere to the laws of overseas jurisdictions if required from time to time. In such cases the customer is also bound by such laws (FATCA etc)

Part II Fixed Deposits

The terms and conditions set out in this Section shall, in addition to Part I, apply to fixed deposit accounts ("Fixed Deposits") opened and maintained with the Bank.

01. Date of Fixed Deposit

01.1 The effective date of a Fixed Deposit shall be the date on which the Bank receives funds to the relevant account of the Customer and the complete documents relating to the Fixed Deposit without any discrepancy. If such a day is not a Business Day, the effective date shall be the Business Day immediately following such day. No fixed deposit receipt shall be issued in anticipation of clearance of a cheque. The Bank reserves the right not to accept the moneys and the right to reject the Customer's application.

02. Currency, Period and Minimum Balance

02.1 A Fixed Deposit can only be opened in such currency, with such minimum balance and for such periods, as the Bank may stipulate from time to time. Fixed Deposits are accepted with auto-renewal facility at such periods as offered by the Bank and opted for by the Customer. A Deposit Confirmation Advice will be issued to the Customer (either in electronic or in physical form, unless the Customer specifically requires issuance of a physical form advice).

03. Requirements

03.1 The Customer shall execute such agreements/forms and provide and furnish such documents as may be required by the Bank. The documents listed in the Applications are not an exhaustive list of requirements and the Bank reserves the right to require submission of such other documents as may be determined by the Bank on a case by case basis.

04. Non-Transferable and Non-Negotiable

04.1 Fixed Deposits placed with the Bank are non-transferable and non-negotiable and no right, title or interest therein or any part thereof can be transferred or secured by the Customer to or in favour of any person without the prior written consent of the Bank.

05. Taxes

05.1 Applicable taxes shall be deducted from any payment to be made in connection with a Fixed Deposit if such deduction is required by applicable law. The interest on Fixed Deposit is subject to the applicable taxes deducted at source as per Inland Revenue Act.

06. Interest on Fixed Deposits

06.1 Interest on Fixed Deposits will be credited into the Customer's account at the rate(s) as may be from time to time prescribed by the Bank. The interest that is accrued on Fixed Deposits shall be payable on maturity, or in case the Bank has offered the Customer the option to receive interest payments either monthly/quarterly/semi-annually/annually/or at such other intervals, then interest shall be payable at such intervals as may be selected by the Customer in the application form. Simple interest is paid at the applicable rate for deposits up to a period of 12 months. For deposits above 12 months, interest at the applicable rate, if not paid out to the Customer, shall be compounded annually. Where periodic interest is payable by the Bank, the Bank shall pay such interest by crediting the same into the account of the Customer, unless the Customer has given to the Bank specific prior written instructions to the contrary. Where no such prior instruction is given by the Customer and the Customer also does not maintain an account with the Bank, the Customer shall be required to open with the Bank an account in the name of the Customer, subject to the Terms & conditions and credit interest payments into the new account, and the Customer shall promptly execute such agreements/forms and provide and furnish such documents as may be required by the Bank to open such account.

07. Maturity of the Fixed Deposits

07.1 Maturity instructions in respect of a Fixed Deposit should be given in writing to the Bank at the time the deposit is made or, in respect of any renewal, not less than 7 days before the renewal date and for this purpose the Customer shall promptly execute such agreements/forms and provide and furnish such documents as may be required by the Bank, otherwise the deposit (together with any accrued unpaid interest) will be automatically rolled over for the period as may be stipulated by the Bank from time to time, with the other terms & conditions of the deposit remaining unchanged.

07.2 Fixed Deposits will not be ordinarily allowed to be withdrawn before maturity, whether partially or in full. The Bank may, however, at its sole discretion, consider requests for premature withdrawal of Fixed Deposits in extraordinary circumstances. In the event of the Bank consenting to part or all of a Fixed Deposit being withdrawn before maturity, interest will accrue for such period as may be determined by the Bank in its sole discretion and the Bank may deduct a premature withdrawal fee from the account as may be decided by the Bank in its discretion. Premature withdrawal in case of joint accounts requires signatures of all depositors even though repayment instructions may be on a different basis. Premature withdrawal of Fixed Deposits may also lead to a loss or reduction in the principal amount of the Fixed Deposit, and no interest shall be payable on any portion of a Fixed Deposit which is withdrawn within one month after its effective date.

07.3 If the Fixed Deposit matures on a day which is not a Business Day, the deposit shall be payable on the next succeeding Business Day and interest shall be paid up to but excluding that succeeding day.

Part III Current Accounts

The terms and conditions set out in this section shall, in addition to Part I, apply to current accounts opened and maintained with the Bank.

01. Currency and Minimum Balance

01.1 Account can only be opened in such currency and with such minimum balance as the Bank may stipulate from time to time

02. Requirements

02.1 The Customer shall execute such agreements/forms and provide and furnish such documents as may be required by the Bank. The documents listed in the Applications are not an exhaustive list of requirements and the Bank reserves the right to require submission of such other documents as may be determined by the Bank on a case by case basis.

03. Non-Transferable

03.1 The current account and amounts standing to the credit therein are non-transferable and no right, title or interest therein or any part thereof can be transferred or secured by the Customer to or in favour of any person without the prior written consent of the Bank.

04. Statement of Account

04.1 Customers are advised to keep the cheque books/statement of accounts in a place of safety to avoid the risk of loss, misuse or contributing to negligence.

04.2 Duplicate statements of account will be issued at the request of the Customer for a fee, which may be imposed, by the Bank in its discretion. Ordinarily, duplicate statements of account will be issued only for a period not exceeding 36 months prior to date of the Customer's request for the same.

04.3 No statement of account shall be provided if there are no transactions on the account since last statement

05. Payment of Interest

05.1 No interest is generally payable on the balance maintained in a current account.

06. Other Terms and Conditions

06.1 The specimen signatures of the persons entitled to operate the account are to be furnished to the Bank in advance.

06.2 Where the Bank is able to accept cash deposits, the Bank will provide the Customer with deposit slips for deposits paid into the current account(s). When paying in cheques or cash into the account(s), the Customer should fill in the relevant data on the deposit slip and see that their copy of the deposit slip is stamped and initialed by the teller. The Bank reserves the right to impose service charges on accounts and the services in connection therewith as may be determined by the Bank in its sole discretion including without limitation any charges which may be permitted or suggested pursuant to the rules of any regulatory body or organization of which the Bank is a member.

07. Overdrawing:

07.1 If for whatever reasons the Account has a debit balance, Customer shall pay interest and other charges in accordance with the Bank's prevalent rates and practice. The Bank shall notify the Customer as soon as reasonably practicable. Any temporary overdraft in the Account should be construed as a one time facility only and not a continuous arrangement, unless otherwise agreed to, by the Bank in writing.

08. Legal Consequences of Cheque Returns due to Lack of Funds

08.1 As a cheque returns with insufficient funds is a criminal offence in Sri Lanka, sufficient funds need to be available in your current account at ICICI Bank Ltd-Sri Lanka Branch when issuing cheques. It is not the Bank's practice to maintain improperly conducted accounts.

Part IV Savings Account

The terms and conditions set out in this section shall, in addition to Part I, apply to savings accounts opened and maintained with the Bank.

01. Demand Drafts / Pay Orders:

01.1 The Customer may place a request for issue of demand drafts/pay orders (the "Instrument") by visiting the Bank or through such other mode and subject to such terms and conditions as the Bank may intimate from time to time. The Bank shall have the right to reject the request in the event of insufficient balance at any point of time from acceptance of request till dispatch of the Instrument to the Customer. The Bank shall be entitled, at its sole discretion to accept or reject such requests. The provision of such service shall be subject to such charges as may be applicable and the Customer authorises the Bank to recover such charges by debiting the Account.

01.2 If the Instrument is lost or has to be cancelled once the same is with the Customer or his agent, the request for cancellation shall be accepted at the Instrument issuing the Bank. The Bank reserves the right to discontinue the Service at any time without prior notice to the Customer.

02. Payment of Interest:

01.1 Interest will be paid on the credit balance maintained between at end of day of each calendar month in the Account at the rate in force after deduction of tax if any at applicable rates. Interest so calculated will be rounded off to the nearest currency value, ignoring fractions. Interest will be paid monthly.

Part V ICICI Bank Salary Accounts

The terms and conditions set out in this section shall, in addition to Part I, apply to salary accounts opened and maintained with the Bank.

1. It is the responsibility of the Customer to ensure that he has read and understood the "terms and conditions" under which the Salary Accounts scheme is offered to the specific corporate employer of the Customer.
2. The employer has full right to reverse any instruction given by him to credit the Customer's account for any amount within a period of 3 working days and the account holder will not dispute or hold the bank responsible for any such debits in the Customer's account.
3. It is the responsibility of the Customer to inform the Bank immediately on termination of his employment with the current employer whereupon he will cease to enjoy any / all benefits under Salary Accounts scheme.
4. If no credits are made to the account for a continuous period of 6 months, the Bank reserves the right to change the status of the Salary account to the Bank saving account without any intimation to the account holder and the terms and conditions as applicable to the Bank saving account shall apply to this account from the date of change of the status.
5. In case of a joint account, both the applicant and joint applicant are singly and jointly liable for Overdraft if any, even if the application cum demand promissory note is signed by the applicant alone.

Part VI ICICI Bank Minor Savings Accounts

The terms and conditions set out in this section shall, in addition to Part I and Part IV apply to Minor Savings Accounts opened and maintained with the Bank. To the extent of any inconsistency, the terms and conditions as set out herein, shall prevail for all intents and purposes.

For the purpose of this section "Customer" shall mean the minor holding an Account with the Bank. However, for all the operational purposes it shall imply the Guardian/Parent wherever applicable.

01. Account

01.1 The Guardian/Parent hereby undertake that the account shall be opened and operated at all times by Guardian/ Parent for the benefit of the minor irrespective of the channel/mode of operation/account opening. ICICI Bank shall honour any transactions/instructions as received by it through any mode/channel with respect to the account on the assumption that the same are being carried out/provided by the Guardian/Parent for the benefit of the minor without independent verification thereof. The Account shall be either a Normal Savings Account or a Fixed Term Deposit.

01.2 In case of joint accounts, the same shall be opened with the Guardian in accordance with the applicable laws and policies of the Bank, which may be revised from time to time.

01.3 The Account and the Services shall be also used by the Guardian/Parent in order to operate the Account on behalf of the Customer.

02. Conversion of the Account to a Normal Savings Account:

02.1 Upon the Customer attaining majority, the Guardian shall not be permitted to operate the Account. The death or insolvency of the Guardian or the fact that the Minor has attained the age of majority shall not affect the liability of the Guardian hereunder. The liability of the Guardian will be binding on his/her/its heirs, executors and administrators and his/her/its estate and effects. The Guardian shall do, perform and execute and cause to be done, performed and executed any act, deed, matter or thing which the Bank may require for the Bank's further security.

- 02.2 A communication letter from the Bank shall be sent to the Customer intimating him about the facility of conversion of his Account to a normal savings account. Upon the Customer attaining majority, the Bank shall have the right to freeze the Account. Such freeze shall be released only upon the fulfillment of all account opening formalities by the Customer (minor) as applicable to savings account.
- 02.3 Any cheques issued by Guardian prior to the date of the Customer attaining majority and which has been presented for clearing after the conversion of the Account shall not be honoured by the Bank.
- 02.4 The death or insolvency of the Guardian/Parent or the fact that the minor has attained the age of majority shall not affect the liability of the Guardian hereunder. The liability of the Guardian/Parent will be binding on his/ her/its heirs, executors and administrators and his/her/its estate and effects. The Guardian/Parent shall do, perform and execute and cause to be done, performed and executed any act, deed, matter or thing which the Bank may require for the Bank's further security.

Part VII
ATM CARDS

01. Definitions:

"Account Holder" refers to any person(s) holding an account with the Bank and authorised to operate the account.

"ATM" refers to the Automated Teller Machines at which cardholder's card will be accepted and which may be operated by the Bank or another party.

"ATM Card" refers to a card which has been issued by the Bank in the name of the person (named upon it) for use in connection with the facilities provided by the Bank.

"Bank" refers to ICICI Bank Limited, Sri Lanka branch

"Cardholder" refers to a person to whom an ATM Card has been issued and whose name appears on it

02. ICICI Bank ATM Card Issuance :

- 02.1 An Account Holder may be issued an ATM card by the Bank (the "ATM Card") at its discretion, if he/she has satisfactorily conducted savings and/or current account and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of the ATM Card. The Account Holder shall give his/her preference of such account(s) held by him in writing in the Relationship form for issue of the ATM Card. A Minor's account or an account in which a minor is a joint Account Holder, is not eligible for issuance of the ATM Card.
- 02.2 There may be more than one such account in which case one account shall be designated as "Primary Account", and the others as "Secondary Account 1" and "Secondary Account 2" at the option of the Cardholder.

03. Issue of ATM Card:

- 03.1 The ATM Card shall be issued to an approved Account Holder in respect of his account to enable him to operate the ATM.

04. ATM Facilities:

- 04.1 The facilities offered under ATM facility will include withdrawal of cash by the Cardholder from his account up to a stipulated amount limit only during a cycle of 24 hours deposit of cash and cheques in the account enquiry about the balance in the account(s), cash/cheque deposits requisition for a statement of account, request for changed Personal Identification Number (PIN), request for issue of cheque-books, request for transfer of amount from the Primary Account to the Secondary Account(s) or vice-versa and such other facilities as the Bank may decide to provide, from time to time.
- 04.2 The facilities offered under the ATM facility are subject to the availability of such options in each ATM offered by the Bank and by any terminal offered by another bank.

05. Minimum Balance in Primary Account :

- 05.1 The Cardholder shall maintain, at all times, such minimum balance in his account, as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules from time to time, or withdraw the ATM facility, if at any time the amount of deposit falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder(s) and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

06. Fees:

- 06.1 The ATM card is issued free of cost to customers and no charges are levied for transactions made through the ATM. However, the Bank reserves the right to charge fees for the ATM facilities in future with prior intimation to customers. The Bank also reserves the right to levy such additional charges for the use of any ATM of another bank by the Cardholder.
- 06.2 All such charges or fees shall be notified by the Bank and be available on the Website at the branch.

07. Bank's Lien :

- 07.1 The 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 Cardholder'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 ATM Card services extended to and /or used by the Cardholder.
- 07.2 The Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Customers whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of the Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Customers in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's or its group companies' services extended to and/or used by the Customers and/or as a result of any other facilities that may be granted by the Bank and/or its group companies to the Customers. The Bank and/ or its group companies are entitled without any notice to the Customers to settle any indebtedness whatsoever owed by the Customers to the Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Customers with the Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. The Bank's and its group companies' rights hereunder shall not be affected by the Customers bankruptcy, death or winding-up. It shall be the Customers sole responsibility and liability to settle all disputes/objections with any such joint Account Holders.

- 07.3 In addition to the above mentioned right or any other right which the Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Customers authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customers with or to any branch of the Bank and/or its group companies; (b) subject to applicable law, to sell any of the Customers securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank and/or its group companies from the Customers including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the Bank and/or its group companies.

08. Multiple Cards :

- 08.1 In case of joint account(s) where more than one person has been issued an ATM Card, the total sum of all the Cardholders withdrawals put together, shall not exceed the permissible limit allowed to Account(s), within 24 hours.

09. Joint Account :

- 09.1 In case of joint accounts where only one card is issued to a joint Account Holder, the other joint Account Holder(s) shall expressly agree with and give his/her consent on the application form for issue of the ATM card. In case any of the joint Account Holder(s) giving "stop payment transactions" instructions in respect of operations through the use of the ATM card, on any of the accounts held jointly by them, no operations will be allowed on such account(s) through the use of the ATM card. The "stop payment transactions" instruction can be given only in respect of such accounts in which he/she is a joint Account Holder.

10. Non-Transferability:

- 10.1 The ATM Card is not transferable under any circumstance and shall be used only by the Cardholder.

11. Personal Identification Number :

- 11.1 Each Cardholder will be issued a sealed envelope containing a four digit number called Personal Identification Number (PIN) to gain access to the ATM services. This number can be changed to any other convenient four digit number by the Cardholder, at the ATM. The PIN shall under no circumstances be revealed to any third party. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorised use of ICICI Bank ATM Card and shall be liable for any increased liability which he/she may incur on account of unauthorised use of the PIN and the ATM Card. If the Cardholder forgets the PIN, he/she should make an application in writing for a fresh PIN. The selection of a new Personal Identification Number and/or the replacement of the ATM card shall not be construed as the commencement of a new contract.

12. Funds in the Accounts:

- 12.1 The Cardholder shall not use or attempt to use the ATM card without sufficient funds in the account he/she wants to operate through the card.

13. Loss/ Theft of Cards:

- 13.1 The Cardholder shall be responsible for the safe custody of the ATM Card. In case of loss or theft of the ATM card, the Cardholder shall advise any of our branches, preferably the ATM card issuing branch as promptly as possible in writing, of the loss of the ATM card, however occurring. The Cardholder shall however be responsible and liable for all transactions effected by the user of the ATM Card until it is confiscated/cancelled. Another ATM card will be issued to the Cardholder, in lieu of lost/stolen the ATM card, upon request in writing and payment of issue fee.

14. Authority to Debit the Account:

- 14.1 The Cardholder along with the joint Account Holder(s), if any, shall authorise the Bank to debit the account(s) with the amount of withdrawals, or transfers effected by the use of the ATM card, as per the Bank's records. The Bank's record for transactions processed by the ATM shall be binding on all the joint Account Holders, jointly and severally.

15. Deposits :

- 15.1 The amount of cash/cheque deposits shall be verified by two members of the Bank's staff, one of whom will be an officer. The amount verified by the Bank shall be deemed to be correct amount deposited by the Cardholder. The statement issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank. If there are soiled, mutilated notes in such deposits, the acceptance of such deposits shall be subject to final acceptance and reimbursement by Central Bank of Sri Lanka/ Reserve Bank of India as per the extant directions. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared. Deposits of foreign currency cash/cheques /soiled and mutilated notes or any other deposits which are unacceptable, shall be returned, at the Cardholders cost, risk and responsibility.

16. Responsibility for All Transactions Processed through the ATMs:

- 16.1 Operations through the ATM facility on the Cardholders account(s) can only be through the use of the ATM card on the machine. The Cardholder shall in all circumstances, accept full responsibility for all transactions processed by the use of his/ her ATM Card, whether or not processed with the Cardholder's knowledge or authority, express or implied. The printed output that is produced at the time of operation of the ATMs is a record of the operation of the ATMs and shall not be construed as the Bank's records. The Bank's records of transactions shall be accepted as conclusive and binding for all purposes.

17. Closure of Account(s):

- 17.1 If the Cardholder desires to close his account(s) or withdraw any ATM Card linked deposit, or even otherwise decides to terminate the use of the ATM Card facility, he shall give written notice of at least two days and surrender the ATM Card to the Bank. The Cardholder shall also pay dues, if any, payable to the Bank in connection with the ATM facility.

18. Change of Terms and Conditions:

- 18.1 The Bank has the absolute discretion to withdraw the ATM card and the services thereby provided or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.

19. Honouring the Card:

- 19.1 The Bank shall in no circumstances be held liable to the Cardholder if the ATM Card is not honoured in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure, temporary insufficiency of cash in the ATM or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising therefrom.

20. Ownership of the ATM Card:

- 20.1 The ATM card shall be the property of the Bank and will be surrendered to the Bank on request or in the event of the Cardholder no longer requiring the service. The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.

21. Disclaimer:

- 21.1 The Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services.

Part VIII
Internet Banking

These Terms and Conditions apply to the Customer, of the internet banking service provided by the Bank. These Terms and Conditions, together with our General Terms and Conditions Governing Accounts and the terms and Conditions on any account opening forms (as amended from time to time) are a contract between you and the Bank in connection with the internet banking service.

01. Definitions

The following words and phrases shall have the meanings as set out below unless the context indicates otherwise:

"Account" means any Current Account, Savings Account, Time Deposit Account and/or such other account(s) which you hold with the Bank and which has been registered for use via the Service and/or for e-Statements.

"Access Code" means the ID, User ID, Password and other security code(s) provided to the Customer or the User (as the case may be) by the Bank, to gain Internet access to the Account(s) in accordance with the Bank's required procedures, which may vary from time to time.

"Customer/you" means the holder of an Account.

"e-Statement" means a statement of Account(s) in electronic form.

"Fee Schedule" means the Bank's schedule fees and charges that are applied from time to time, a copy of which is available from the website: www.icicibank.lk or at the Bank.

"ID" means an identification number issued to you and to be used to access the Service.

"Non-Personal Customer" is a reference to a corporate customer.

"Password" refers to the password issued by us to a personal Customer or a User of a non-personal Customer to access the Service. The password may be changed by the personal Customer or that User from time to time.

"Service" means the internet banking service offered by us to you on the Bank's website. The Service may be provided by us or through our associates or contracted service providers.

"Terms and Conditions" means these terms and conditions (as amended from time to time) which apply to the use of the Service.

"Transaction" has the meaning as given to it in Clause 9.2.

"User" means in respect of a non-personal Customer or a person authorised by you to access the Account(s) through the Service. A User does not need to be an authorised signatory in respect of the Service.

"User ID" means the identification provided for each User of a Non-Personal Customer of the Service to enable access to the Accounts of a Non-Personal Customer.

"Website" refers to the website owned, established and maintained by us located at www.icicibank.lk.

"We/us/our/Bank" means ICICI Bank Limited, Sri Lanka Branch, which is regulated by the Central Bank of Sri Lanka in Sri Lanka and has its registered office at No. 58, Dharmapala Mawatha, Colombo 7, Sri Lanka. The Bank agrees to notify you in writing immediately upon any change of its registered office address from time to time.

02. Personal Customer's Confirmation of Eligibility

02.1 Where the Customer is a personal Customer, he/she confirms that he/she is:

- a. An individual person aged 18 years or older;
- b. Either the owner of the Customer's computer or that the owner of such a computer system which has duly authorised the Customer to use it to access and use the Service; and
- c. Ordinarily a resident of and the Customer's computer is located in Sri Lanka or in such other jurisdiction where the Service may lawfully be used by the Customer and provided by the Bank.

02.2 The Customer agrees to immediately notify the Bank in writing if any of the above confirmations ceases to be correct. Unless special arrangements are then agreed upon in writing with the Bank, the Customer must immediately cease using the Service.

03. Your duties

03.1 To access the Service you need to have legal and valid access to the internet.

03.2 If you are a Non-Personal Customer, we will issue each User authorised by you with an User ID.

03.3 We will issue you and each User (as the case may be) with a Password with which to sign in initially and which must be changed after accessing the Service for the first time.

03.4 Passwords must be changed every 180 days otherwise they will expire. The new Password must not be the same as the previous 10 Passwords used. If you or an User (as the case may be) is unable to log in after three attempts their Password will be disabled.

03.5 You and each User agree to keep the ID, User ID and Password secure and secret at all times and to take steps to prevent their unauthorised use, including the following:

- a. Never, in writing or otherwise, record the Password in such a way that it can be understood by someone else;
- b. (i) Never reveal the Password, ID and/or User ID (as the case may be) to someone else including our staff and police;
- c. Destroy any advice from us concerning the Password immediately after its receipt;
- d. Avoid using a Password that may be easy to guess (such as information incorporating birthday, telephone number or a recognisable part of your name or the User's name);
- e. Not to record the Password, ID and/or User ID on any software which retains it automatically;
- f. Keeping the ID and User ID in a safe place at all times;
- g. Keeping the ID and User ID in a safe place at all times;
- h. We will never contact you to ask you to reveal your user ID or Password.

03.6 Once you or an User (as the case may be) has logged on to the Service, you or that User must not leave the terminal or other device from which the Service has been accessed at any time or let anyone else use it until you log out from the Service.

03.7 You and each User shall be responsible for informing the Bank of any unauthorised access or any disclosure of a Password to an unauthorised third party, which you know or have reason to believe may have taken place, whether caused by your or the User's own negligence or otherwise.

04. Unauthorised Access

04.1 You shall take all reasonable precautions to prevent unauthorised or illegal use of the Service, including but not limited to those mentioned in Clause 3 (Your Duties). We shall take all reasonable steps to ensure the security of and to prevent unauthorised access to the Service.

04.2 You realize and accept that any person who possesses, knows or is allowed to find out the ID, User ID and Password will be able to access or withdraw funds from any of the Accounts and the Bank will not be responsible for any losses in relation thereto.

04. Unauthorised Access

04.1 You shall take all reasonable precautions to prevent unauthorised or illegal use of the Service, including but not limited to those mentioned in Clause 3 (Your Duties). We shall take all reasonable steps to ensure the security of and to prevent unauthorised access to the Service.

04.2 You realize and accept that any person who possesses, knows or is allowed to find out the ID, User ID and Password will be able to access or withdraw funds from any of the Accounts and the Bank will not be responsible for any losses in relation thereto.

04.3 Once you have notified us in accordance with your obligations under Clause 3 (Your Duties) of any unauthorised access to the Service or that you suspect that a Password is known to an unauthorised third party, you will not be responsible for any direct loss arising from the unauthorised instructions carried out after we have had reasonable time to suspend the Service in respect of your Account(s) unless we can show that you have acted with gross negligence or fraudulently or have logged out from the Service at the end of any session.

04.4 You must inform us immediately of any unauthorised access to the Service or instruction (including without limitation to any such access which is revealed by information relating to logging attempts provided to you on each log in) which you know or suspect or if you or a User suspects that someone else knows your or the User's Password. You may call the Help Desk at +94-11-4242400 or any other contact number as advised by the Bank. Calls may be recorded or monitored. You or the User (as the case may be) must also change your/the User's Password immediately to the one you/the User have not used before. You must assist us and the police in our efforts to recover any losses. We may disclose information about you or your Account to the police or other necessary third parties if we think it will help prevent or recover losses. You shall check your Accounts and statements on a regular basis and inform us about any errors or unauthorised access to the Services.

04.5 In addition to other provisions of these Terms and Conditions, to ensure the security of the use of the Service, you and each User agree to adopt the following security measures and others as the Bank may advise you or the User(s) from time to time:

- a. Avoid the use of the same Password to access other online services (e.g. for internet access);
- b. Never access the Service through public or shared computers (e.g. at public libraries);
- c. Ensure that the computers used by you or the User for the Service are securely configured and are adequately protected from computer viruses and malicious programs by using a firewall, regularly updating anti-virus software, etc.;
- d. Avoid accessing the Website through hyperlinks embedded in e-mails unless you or the User has verified the genuineness of the website and adopt other measures advised by the Bank to ensure that you are always communicating with the official website for the Service;

04.6 You shall ensure that the Service or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms and Conditions.

04.7 The Bank shall bear no responsibility for any loss suffered as a consequence of unauthorised access to your Account which is caused by the failure to comply with any of the abovementioned security measures.

05. Issue of new Password

05.1 If a personal Customer forgets the Password, the Customer may request the issue of a new Password by sending us a written request. If a User of a Non-personal Customer forgets the Password, that User may request the issue of a new Password by sending us written request that is signed by both the User and the authorised signatory of the Non-personal Customer to which the User is accredited to.

06. Internet Banking Records

06.1 With this Service you and each User (as the case may be) can view your Account(s) and also be able to:

- a. Know real time balances of the Accounts, namely, the un-cleared balance, the available balance and lien Amount.
- b. View Account transactions for the last one month period.
- c. View mini-statements that will have the last 10 transactions in the Account.
- d. Know the status of cheques in clearing, which will be shown as available balance.
- e. View funds transferred between your Accounts.

06.2 Download Account statements. Download can be done in Excel, Text, Tab and Pipe formats.

06.3 The information provided to you through the Service is not updated continuously but at regular intervals. Consequently, any information supplied to you through the Service is correct as on the date and time it was last updated which is not necessarily as on the date and time it is supplied to you. We shall not be liable for any loss that you may suffer by relying on or acting on such information.

06.4 We may keep records of the transactions in any form we wish. In the event of any dispute, our records shall be conclusive evidence of the transactions carried out through the Service and the balance shown therein, in the absence of clear proof that our records are wrong or incomplete. You agree to waive your rights to raise objections or pursue any remedies against the bank in respect thereof unless you inform the Bank in writing of any errors within 14 days after the e-mail notification of such e-Statement to you or within the same period after your e-Statement for your Account(s) is made available on internet banking.

07. e-Statements

07.1 By enrolling for and using the e-Statement service provided by the Bank, you agree and understand that the Bank will send a notification by e-mail to your designated e-mail address at regular intervals (subject to change at the Bank's sole discretion) informing you when your e-Statement of your Account(s) is available for viewing online.

07.2 The availability of the e-Statement online shall be deemed the delivery of physical statements by the Bank to you, and you authorise the Bank to stop printing and sending physical statements of your Account(s) to you commencing from the next statement date.

07.3 The Bank will retain the e-Statements of your Account(s) at internet banking for a maximum period of one month (or other period prescribed by the Bank from time to time) for your examination.

07.4 You agree that you shall give a prior notification, according to the specific requirements given by the Bank from time to time, informing the Bank to terminate or update any changes on the e-Statement service for your Account(s).

08. Authority to use the Service by Users of non-personal Customers

08.1 This Clause applies if you are a Non-Personal Customer.

08.2 You may authorise your employees to access the Account (s). There is no restriction on the number of persons who can access the ID. However, you shall inform us if any User has left your employment / services so that we can block such User / User ID promptly. If you need additional User IDs you must inform us in writing through your authorised signatory.

08.3 Each User ID will have a Password, therefore each User under the ID will have different Passwords.

08.4 You must ensure that all Users are both informed of these Terms and Conditions and abide by these Terms and Conditions.

08.5 We are not obliged to verify the authenticity of any instruction received or purported to have been received from you through the Service or purported to have been sent by you other than by the verification of the ID, User ID and Password.

08.6 Not all Accounts may be accessed under the Service. We will give you details of whether or not you can access the Service on the Account you subscribe to when you become our customer.

09. Joint Account/s

- 09.1 If an Account is a joint account, the reference in these Terms and Conditions to "Customer" shall be deemed to mean each of the joint account holders. Each of the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.

10. Giving of Instructions

- 10.1 The Bank shall be entitled (but not bound) to accept and rely on all instructions, directions, notices or other communications, whether given by telephone, through the internet or in writing that are given in accordance with the Access Code arrangements for the Service (or which the Bank otherwise reasonably believes to be genuine) and the Customer shall be responsible for and bound by all such instructions or communications.
- 10.2 The Bank will receive and act on instructions with respect to the Customer's Accounts or other relationships with the Bank ("Transactions"), subject always to the following:
- The Bank shall ensure that before carrying out any instruction, the instruction is authenticated by checking the Access Code, but without carrying out any further authentication or other steps;
 - The Bank shall be entitled (but not bound) to give effect to any instruction received, in the terms in which it was received. The Bank's record of any instruction shall (unless there is an obvious error) be final and binding;
 - The Bank accepts no responsibility for the accuracy or completeness of data, or corruption, interception, deletion or loss of data due to fault, failure or malfunction of the computer, software and other devices used by the Customer; and
 - The Customer will be bound by any instruction received in conjunction with Customer's Access Code; and
 - (Generally an electronic acknowledgement will be issued once the Bank receives instructions, but these may not be processed until the next batch processing day for instructions of that kind.
- 10.3 The Customer undertakes to confirm any instruction in writing as soon as possible if requested by the Bank.

11. Effect of Instructions

- 11.1 Once given, an instruction may not be amended, cancelled or withdrawn. All instructions, (as understood and acted on by the Bank in good faith), shall be irrevocable and binding on the Customer whether given by the Customer or by any other person. The Bank shall have no obligation or duty to verify authenticity of any Instruction or the identity or authority of any person giving any Instruction, other than to verify the Access Code.
- 11.2 Every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by the Customer unless the Bank shall receive the Customer's written notice to the contrary within 90 days after the date such statement is deemed to have been received by the Customer.

12. Acknowledgement of Instructions

- 12.1 The Customer agrees to notify the Bank as soon as possible if:
- Immediately after issuing an instruction, the Customer has not received:
 - An order reference number; and
 - An accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means); and
 - Acknowledgement is received (whether by hard copy, electronic or verbal means) of a Transaction which the Customer did not instruct or if any other query or issue arises. Transactions involving transfer of funds between any Accounts or between any Account and any other accounts of the Customer and/or third parties held within the Bank and/or with other banks can only be accepted if the necessary arrangements have been established by the Bank. Such fund transfers shall wherever practicable be processed on the same day or otherwise on the next bank business day at the discretion of the Bank or any other day specified by the Customer and agreed by the Bank.

12. Time Deposit

- The Bank may from time to time accept instructions to establish time deposits at the Bank through the Service for the Customer and the terms of the time deposit (such as the interest rate and maturity date etc.) as received via such instructions and held in the Bank's record shall be conclusive evidence of the instructions given. The Bank will provide the Customer receipts or advice for all time deposits.
- If the Customer requests cash withdrawals from a deposit prior to its maturity date, the Bank may at its discretion permit such early withdrawals, subject to payment of such interest and other charges as determined by the Bank at its discretion.

13. Daily Transaction Limit

- 13.1 The Bank will set a maximum daily transaction limit for the Accounts in connection with all or part of the Service from time to time as notified to you. You may apply for a daily transaction limit applicable to your Accounts or each of your User within the limit set by the Bank by submitting an application form. In addition, notwithstanding the standard maximum daily transaction limit, you agree that the Bank may reduce the limit applicable to you or any of your Users on its own discretion.

14. Application of Product Terms and Conditions

- 14.1 The terms and conditions for the products to which any transaction under the Service relates (for example, the Current Account, Overdraft Account, Loan and Savings Accounts, Deposit Accounts, or other Bank products or services, accessible from time to time via the Service, etc), shall apply in addition to these Terms and Conditions. If there is any inconsistency, the provisions of these Terms and Conditions shall prevail for the purpose of the Service.

15. Fees and Charges

- 15.1 The Bank is committed to providing Customers clear information about its fees and charges in respect of the Service:
- The Bank may impose fees and charges for effecting Transactions and/or provision of e-Statements under the Service, as shown in the Fee Schedule. The Customer agrees that such fees and charges may be debited from any account of the Customer conduct with the Bank; and
 - Changes in the Fee Schedule shall be notified by posting them on the Website and shall not become effective until 30 days after being posted.
 - If you choose to continue to use the Service after the imposition (or increase) of the charge, you authorise us to debit the charge to any Account. Before we debit your Account we will give you at least 14 days' notice of the amount of the charge.
- 15.2 There may be other costs or taxes imposed by third parties in connection with the Service. We will inform you of such costs before any are incurred.

16. Internet security: The Bank's assurance to Customers

- 16.1 Provided that the Customer complies with all applicable Terms and Conditions and provided that the Customer has not been fraudulent or grossly negligent, then the Customer shall not be liable for any direct losses arising from unauthorized Transactions conducted through the Account(s) due to:
- A computer crime that is not prevented by the security system of the Service; or
 - A human or system error caused by or which is under the control of the Bank; or

17. Miscellaneous

- 17.1 These Terms and Conditions will stand automatically amended if such amendments are necessitated by law, government regulations or instructions issued by the Central Bank of Sri Lanka.

18. Governing Law

- 18.1 These Terms and Conditions shall be governed by, and construed in accordance with the laws of Sri Lanka as prevailing from time to time. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts in Colombo in Sri Lanka, in connection with any action or proceeding that may arise out of or in connection with these Terms.

Part IX SMS Alerts

01. Introduction and Definitions

Please read the below Terms and Conditions carefully. These Terms and Conditions ("Terms and Conditions"), the application made by the Customer and as accepted by ICICI Bank Limited, Sri Lanka (the "Bank"), the General Terms and Conditions Governing Accounts, the Bank's Website Terms of Use, and any other agreement or terms and conditions as may be stipulated by the Bank from time to time shall form the contract between the Customer and the Bank, and shall be further subject to such terms as the Bank may agree with the other service providers. These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing the Account generally. In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings:

"Account/s" shall mean any one or more accounts held and/or facilities provided by/to the Customer by the Bank including but not limited to current accounts and/or facilities as may be determined by the Bank from time to time.

"Alert(s)" means the customized messages sent to the Mobile Phone Number provided by the Customer as a SMS/Text message in response to the Triggers set by the Customer.

"Bank", "we", "us" and "our" refers to ICICI Bank Limited, Sri Lanka

"Customer", "you" and "your" shall mean a customer of the Bank or any person who has applied for any product/service of the Bank.

"Facility" shall mean the mobile banking facility, which provides the Customers with Services such as information relating to Account/s, details about transactions and such other services as may be provided on the Mobile Phone Number by the Bank from time to time.

"Mobile Phone Number" shall mean the registered mobile telecommunications number with the Bank through which the Customer will receive Alerts and make use of the Alert Facility.

"Service(s)" shall mean the service provided by the Bank that enables the Customer to obtain Alert(s).

"SMS" or "Text" shall mean Short Messaging Service, which is the transmission of short text messages to and from SMS enabled mobile phones.

"Triggers" shall mean the customized triggers that are required to be set by the Customer with the Bank, which shall enable the Bank to send the Alerts relating to the subject Account/s to the Mobile Phone Number.

"Website" shall mean www.icicibank.lk or such other website as may be designated by the Bank from time to time.

02. Operation

- 02.1 You can register only one Mobile Phone Number per service registration. This will apply to all individual Accounts registered in your name.
- 02.2 Each joint account holder can register only one Mobile Phone Number per service registration, belonging to the primary account holder in the joint account. This will apply to all accounts registered in his/her name.
- 02.3 Confirmation from all joint account holder(s) will be required to register mobile number belonging to the primary account holder. We will end the use of the Service immediately if any of the joint account holder(s) notifies us that the primary account holder(s) no longer consents to the registered mobile number for use of the Service.
- 02.4 When you register for the Service, you request us to send information about your Account to your Mobile Phone Number. Such information may include, but may not be limited to:
- Last 3 digits of your account number;
 - Transaction amount;
 - Transaction date;
 - Transaction remarks; and
 - Available balance after the transaction has occurred

- 02.5 Only the Mobile Phone Number will be eligible for the Service, and the Text messages will be sent to this number only.

- 02.6 We can only provide the Service to a mobile phone in Sri Lanka, and one that is compatible with all the telecommunication networks in Sri Lanka (carrier/cellular service provider) and not, for example, to a fixed line telephone, a computer capable of receiving text messages or a 'virtual' mobile phone number. Some older mobile phones may not be compatible with the Service.

- 02.7 We will only send you each text message once. If you delete a text message we cannot send it again. The text messages will not be encrypted by the Bank or any intermediary delivering the messages. You must inform us as soon as possible if you receive any text messages that appear to be irregular. For individual Customers, the Service is restricted to information about your Savings or Current Account.

- 02.8 We may have to interrupt the Service from time to time under certain circumstances; for example, in order to carry out maintenance or in circumstances beyond our reasonable control.

- 02.9 We may, at our discretion, withdraw temporarily or terminate the Service, either wholly or in part, at any time without giving prior notice to you. We may, without prior notice, suspend the Service at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons which require the suspension of the Service.

03. The Service

- 03.1 You must not permit anyone else to access this Service other than a joint account holder(s).
- 03.2 If you suspect that any unauthorized transactions have been carried out you must notify us immediately by calling the Bank on +94-11-4242400 or visit the branch at No. 58, Dharmapala Mawatha, Colombo 07, Sri Lanka. You should review all Account information that we send you and let us know of any errors immediately.

04. Lost / Stolen / change of mobile/ mobile number

- 04.1 You must inform us immediately if your mobile phone carrying the registered Mobile Phone Number is lost or stolen, or if you change your Mobile Phone Number. You may do so by unsubscribing yourself from the Service by visiting our branch(es) or by writing to us. You may re-subscribe at anytime with the new mobile phone information. If you do not inform us of such loss, theft or change in Mobile Phone Number, we will continue to send text messages to your lost, stolen or old mobile phone and we cannot be held responsible or liable for any consequences, including the possible release of private or banking information.
- 04.2 You should take all reasonable steps to prevent unauthorized access to confidential information stored in your mobile phone, or prevent your mobile phone from being used if it is lost or stolen.

05. Liability for Loss

We are not liable for any loss or damage, direct or indirect, caused by:

- (i) any breach of confidentiality resulting directly or indirectly from your use of the Service;
- (ii) the Service being unavailable for any reason whatsoever;
- (iii) delays, interruptions or errors in transmission;
- (iv) the unauthorized access of the Service at your Mobile Phone Number by someone other than you, irrespective of how such unauthorized access may occur; or
- (v) other circumstances beyond our reasonable control.

06. Charges

- 06.1 We reserve the right to charge you for the provision of this Service. For details regarding charges, please refer to our Schedule of Charges provided on our Website.
- 06.2 If we are unable to collect the charge of this Service, we may, without prior notice, suspend the Service.
- 06.3 There may be other costs or taxes imposed by third parties (for instance, your cellular service provider) in connection with the Service. You shall be responsible with respect to knowledge or information on these charges. You acknowledge and agree that the Bank shall not be liable in any manner whatsoever for charges that may be levied by third parties.

07. Our Right To Change This Agreement

- 07.1 You acknowledge that we have the absolute discretion to amend or supplement any of the Terms and Conditions at any time without notice, and such amended Terms and Conditions will there upon apply to and be binding on you with immediate effect. Such revised Terms and Conditions shall be displayed on our Website.
- 07.2 We make no representation and give no warranty with respect to the quality of the telecommunications service provided by the cellular service provider that you utilize and we make no representation and warranty, and make no guarantee with respect to the timely delivery or accuracy of the contents of each SMS, text message or Alert. We cannot be held responsible for any message that is not delivered or delayed as a result of delivery problems with cellular service providers or for any loss or damage caused to you as a result of the use of the Service (including relying on the Service for your commercial, investment or business purposes).
- 07.3 We shall not be involved in any dispute that may arise between you and your cellular service provider in connection with the Service and we shall not be liable in any manner to you in connection with your use of the Service.

08. Your Right To Cancel This Agreement

- 08.1 You may end the Service and cancel this agreement at any time by unsubscribing yourself from the Service by visiting any of our branches or by writing to us. You must give us at least five working days' notice to cancel the Service. We will try to process your cancellation request within the above mentioned timeframe but do not give any guarantee that such request will be processed within such allotted time frame.

09. Service Quality

- 09.1 We may monitor and record calls made to our helpdesk.
- 09.2 If for some reason you are not satisfied with the Service, you may cancel the subscription to the Service within 14 days of the initial registration, in accordance with Section 7.1 above.
- 09.3 We make no representation and give no warranty with respect to the quality of the telecommunications service provided by the cellular service provider that you utilize and we make no representation and warranty, and make no guarantee with respect to the timely delivery or accuracy of the contents of each SMS, text message or Alert. We cannot be held responsible for any message that is not delivered or delayed as a result of delivery problems with cellular service providers or for any loss or damage caused to you as a result of the use of the Service (including relying on the Service for your commercial, investment or business purposes).
- 09.4 We shall not be involved in any dispute that may arise between you and your cellular service provider in connection with the Service and we shall not be liable in any manner to you in connection with your use of the Service.

10. The Governing Law

- 10.1 These Terms and Conditions shall be governed by the laws of Sri Lanka. You agree that any suit, action or proceeding arising out of or relating to the Service against you or any of your assets may be brought in any court in Sri Lanka having jurisdiction over the subject matter of any such suit, action or proceeding, and you hereby irrevocably and unconditionally submit to the jurisdiction of such courts. You irrevocably waive and agree not to raise any objection you might now or thereafter have to the bringing of any such suit, action or proceeding in any such court including, without limitation, any objection that the place where such court is located is an inconvenient forum or that there is any other suit, action or proceeding in any other place relating in whole or in part to the same subject matter.
- 10.2 You agree that any judgment or order in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon you and consent to any such judgment or order being recognized and enforced in any courts, by registration of such judgment or order, by a suit, action or proceeding upon such judgment or order, or any other means available for enforcement of judgments or orders, at the option of the Bank, provided that service of any required process is effected upon you as permitted by law. Nothing in this section shall restrict the bringing of any such suit, action or proceeding in the courts of any other jurisdiction.

11. Language

- 11.1 Messages delivered as part of the Service will only be delivered in English.
- 11.2 The Bank and you have expressly agreed that these Terms and all related documents, including notices, be drawn up in the English language.
- 11.3 This information is correct as at the date of publication and is subject to change without notice.