Internet Banking Terms and Conditions

These Terms and Conditions apply to the use by you, the customer, of the Internet banking service provided by us, ICICI Bank Limited, Bahrain Branch (the “Bank”). They, together with our General Terms and Conditions Governing Accounts and the terms on any account opening forms (as amended from time to time), are a contract between you and us in connection with the Internet banking service. Please read these Terms and Conditions carefully.

Your request to add your Accounts (as defined below) to our Internet banking service and your use of the Internet banking service will indicate your acceptance of these Terms and Conditions.

The Accounts you may access through our Internet banking service have their own respective terms and conditions.

If there is any discrepancy between these Terms and Conditions and the General Terms and Conditions Governing Accounts or the terms on any account opening forms, these Terms and Conditions shall prevail for the purpose of the Internet banking service.

You should print out a copy of these Terms and Conditions for your records.

1. 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, Call 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.icicibankbahrain.com or at the Bank.

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

"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.icicibankbahrain.com.

"We/us/our/Bank" means ICICI Bank Limited, Bahrain Branch, which is regulated by the Central Bank of Bahrain in Bahrain as a Retail banking branch and has its registered office at Manama Centre, Manama, P. O. Box-1494, Bahrain. The Bank agrees to notify you in writing immediately upon any change of its registered office address from time to time.

2. Personal Customer's Confirmation of Eligibility

Introduction

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

(a) An individual person aged 21 years or older;

(b) Either the owner of the Customer's computer or that the owner of such a computer system 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 Bahrain or in such other jurisdiction where the Service may lawfully be used by the Customer and provided by the Bank.

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.

3. Your duties

(i) To access the Service you need to have legal and valid access to the Internet.

(ii) If you are a non-personal Customer, we will issue each User authorised by you with a User ID.

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.

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 a User (as the case may be) is unable to log in after three attempts their Password will be disabled. 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:

- Never, in writing or otherwise, record the Password in such a way that it can be understood by someone else;
- Never reveal the Password, ID and/or User ID (as the case may be) to someone else including our staff and police or any other security agencies;
- Destroy any advice from us concerning the Password immediately after its receipt;
- 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);
- Not to record the Password, ID and/or User ID on any software which retains it automatically;
- Keeping the ID and User ID in a safe place at all times;
- Treat emails that you receive with caution and be wary of emails or calls that ask you to reveal any personal security details.

We will never contact you to ask you to reveal your ID, User ID or Password.

(iii) Once you or a 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. You and each User will be responsible for ensuring that you and that User have logged out from the Service at the end of any session.

(iv) You must tell 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 +979 1757 6161 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.

(v) 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:

- Avoid the use of the same Password to access other online services (e.g. for Internet access);
- Never access the Service through public or shared computers (e.g. at public libraries);
- 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.;
- 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;

(vi) 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.

4. Unauthorised Access

i) 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.

(ii)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.

(iii) 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.

5 . Issue of new Password

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.

6. Internet Banking Records

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

- Know real time balances of the Accounts, namely, the uncleared balance, the available balance and lien Amount.
- View account transactions for the last one month period.

- View mini-statements that will have the last 10 transactions in the Account.
- Know the status of cheques in clearing, which will be shown as available balance.

(ii) Download Account statements for a period up to one month date range. Download can be done in Excel, Text, Tab and Pipe formats.

(iii) 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.

(iv) 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 7 days after the email 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.

7. e-Statements

(i) 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 availableCfor viewing online.

(ii) 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 statement of your Account(s) to you starting from next statement date.

(iii) 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.

(iv) 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).

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

i) This Clause applies if you are a non-personal Customer.

(ii) 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. (iii) Each User ID will have a Password, therefore each User under the ID will have different Passwords.

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

(v) 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.

(vi) 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.

9. Giving of Instructions

(i) 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.

(ii) 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:

(a) 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;

(b) 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;

(c) 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

(d) The Customer will be bound by any instruction received in conjunction with Customer's Access Code; and

(e) Normally an electronic acknowledgment 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.

(iii) The Customer undertakes to confirm any instruction in writing as soon as possible if requested by the Bank.

10 . Effect of Instructions

(i) Once given, an instruction may not be amended, canceled 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.

(ii) 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 7 days after the date such statement is deemed to have been received by the Customer.

11 . Acknowledgement of Instructions

The Customer agrees to notify the Bank as soon as possible if:

(a) Immediately after issuing an instruction, the Customer has not received :

(i) An order reference number; and

(ii) An accurate acknowledgment of the instruction or of its execution (whether by hard copy, electronic or verbal means); and

(b) Acknowledgment 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.

12. Bill Payment

The Customer may from time to time instruct the Bank to effect payments to merchants, government, charity organizations or any other third parties as pre-defined by the Bank from time to time for bill settlement on the date as specified by the Customer subject to acceptance by the Bank.

13. Fund Transfer Services

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.

14. Daily Transaction Limit

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.

15. Application of Product Terms and Conditions

The terms and conditions for the products to which any transaction under the Service relates (for example, the Current, Overdraft, 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.

16. Fees and Charges

(i) The Bank is committed to providing Customers clear information about its fees and charges in respect of the Service :

(a) 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 (including the Account) Customer has with the Bank; and

(b) Changes in the Fee Schedule shall be notified in advance. Incase the same is not acceptable; the customer has the option of terminating the relationship with us with in 15 days from the date of implementation of the charges. If the customer does not get back to us with in such time the same will be treated as accepted

(c) 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.

(ii) There may be other costs or taxes imposed by third parties in connection with the Service. We will tell you about those before any are incurred.

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

Provided that the Customer complies with Clause 3 (Your Duties) 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) A computer crime that is not prevented by the security system of the Service; or

(b) A human or system error caused by or which is under the control of the Bank; or

(c) Fraud or negligence by the Bank, its staff or agents; which results in loss, delay in transfer or misplacement of funds or missed or mis-directed payments.

The Customer shall be entitled to reimbursement from the Bank exclusively for interest, charges or late penalties incurred by the Customer for missed payments if attributable to any of the foregoing causes. The Bank shall not have any further or other obligations or liabilities to the Customer howsoever arising from the Service.

However, should the Customer be in breach of Clause 3 (Your Duties), the Customer shall bear any loss or damage arising from (a), (b) or (c) above as the case may be.

18. Liabilities of the Customer and the Bank

(i) The use of the Website is at your sole risk.

(ii) We shall endeavour to carry out your instructions promptly; we shall not be responsible for any loss or damage suffered due to delay or failure in carrying out the instructions due to any reason beyond our control whatsoever, including failure of operational systems or any requirement of law.

(iii) We will use reasonable efforts to inform you without undue delay through the Service and/or the Website if any Service is not available.

(iv) We are not liable to you for any loss or damage caused by any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them.

(v) We do not warrant that access to the Website, the Service and any information provided shall be uninterrupted, timely, secure, or error free nor do we make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of the Service.

(vi) We are not responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you or any other third party using the Service.

(vii) Exclusion of liability of the Bank: The Bank shall have no liability for any claim, loss or damage in relation to the Service:

(a) Where any functionality of the Service is not available, restricted, suspended or terminated or becomes inoperative; and/or

(b) Where any instruction is not effected, or is delayed or in error for any reason unless due to causes listed in Clause 18; and/or

(c) If the Customer fails to perform those duties set out in Clause 3 (Your Duties); and/or

(d) To the extent such claim, loss or damage is in respect of any loss of profits or opportunity or any other consequential or indirect loss or liability arising from use of or inability to use the Service or from errors or deficiencies in system of the Service, whether caused by negligence or otherwise.

19 . Indemnity

You agree to indemnify us fully against all losses and damage incurred by us arising from your instructions.

20 . Change of Terms

Changes in the Terms and conditions shall be notified in advance. Incase the same is not acceptable; the customer has the option of terminating the relationship with us with in 15 days from the date of implementation of these terms and conditions. If the customer does not get back to us with in such time the same will be treated as accepted.

21. Transferability

The grant of the Service to you is not transferable under any circumstance and shall be used only by you.

22. Termination of the Service

(i) You may terminate your use of the Service at any time by giving 15 days' written notice to us. Termination shall take effect at the end of the fifteenth day after you have given notice to us. You will remain responsible for any transactions made through the Service until such termination takes effect.

(ii) We may withdraw or terminate the Service at any time either entirely or with reference to a specific service or User after giving notice to the User, as may be determined by the Bank.

(iii) We may terminate the registration of any Account(s) of the Customer if such Account has not been accessed via the Service for three months or more. Wherever practicable, prior notice of any such action will be given on the Bank’s website, but in certain circumstances giving prior notice may not be practicable.

23. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Bahrain and any dispute arising under or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Bahrain, to which each of us irrevocably submits.

24. Governing version

To the extent permitted by law, the English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Arabic versions.

25. Applicability To Future Accounts

If you open any further accounts with the Bank in the future, you may opt to extend the Service to those accounts, in which case these Terms and Conditions shall apply to such Accounts after the Bank has accepted your application.

26. Proprietary Rights

We shall tell you, from time to time, about any Internet software which may be required to use the Service. There is no obligation on us to support all or any versions of the Internet software. The software underlying the Service as well as other Internet related software which are required to access the Service are the legal property of the respective vendors. The permission given by us to access the Service does not convey any proprietary or ownership rights in such software. You shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Service or create any derivative product based on the software.

27. Copyrights, Trademarks and Copying Materials

(i) "ICICI" and our logo are the registered trademarks of ICICI Bank Limited.

(ii) We have a license for, or own all copyrights for the Website through which you access the Service and all trademarks and other materials used on it.

28. Third Party Internet User Services for Customer

To enrich its website and provide more comprehensive customer services, the Bank may from time to time make available to Customers optional Internet-based services. These are provided by third party service providers and in all such cases, the Customer agrees and accepts that:

(a) Such services and their contents are provided by a third party service provider under a separate arrangement not involving the Bank, and the Customer will be subject to the service provider's terms and conditions;

(b) While the Bank takes reasonable steps when selecting such service providers, no assurance or guarantee can be given and no warranty or representation is made as to the service, or its suitability, content, performance, accuracy, reliability or completeness or otherwise;

(c) Under no circumstances will the Bank be liable for any damage, whether direct or indirect, incidental or subsequent arising by use of and/or from suspension, disruption or other non-availability of the service provided by the third party service providers, or for any errors or omissions or other problems in connection therewith;

(d) To enable the Customer to use certain services, the Bank may need to transfer certain personal data to the service provider. Before applying, the Customer should consider and understand any such requirements carefully,together with the terms and conditions and the personal data policy of that service provider;

(e) It is solely the Customer's responsibility to decide if such services are suitable and whether or not to apply, (having due regard to the descriptions provided by the supplier) and whether or not to accept the service provider's terms and conditions and personal data policy (if any);

(f) No party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information and neither the Bank, its affiliates, nor any disseminating party shall be liable in any way

for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information whether or not due to any negligent act of any such person, or to any other cause beyond the reasonable control of any such party; and

(g) The Customer shall use all such data, information and real-time quotes for the Customer's own use and reference only, and these must not to be reproduced, duplicated, sub-listed or transmitted or used for commercial purposes or framed on a third party web site, and the Customer shall not furnish such data to any other person or entity for any reason.

The Customer is strongly recommended to contact the relevant service provider to resolve any questions and/or obtain further information and/or clarifications before applying for any such services.

29. Service Availability, etc.

The Bank's service objective is that the functionality of the Service will be introduced in different phases, and once introduced, will normally be available at all times, however:

(a) Whenever the Bank considers it necessary to do so, it may modify, update, restrict, suspend or terminate :(i) The availability or any functionality of the Service; or

(ii) The Customer's access privileges in respect of all or any of the Service; and

(b) The Bank may terminate the registration of any Account(s) of the Customer if such Account has not been accessed via the Service for three months or more.

30 . Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

31 . Personal Data

The Customer and each User agree to be bound by General Terms and Conditions Governing Accounts (as amended from time to time) relating to the Personal Data (Privacy) which will apply to all data provided by the Customer or each User as well as to data arising as a result of use of the Service.