

Terms and Conditions

Please read these terms and conditions carefully. These terms and conditions ("Terms and Conditions"), the application made by the Customer and as accepted by ICICI Bank Canada (the "Bank"), the Cardholder Agreement, the Direct Banking Terms, the Bank's Privacy Policy, the Account Terms and Conditions, 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 savings accounts, current accounts, credit card or debit card accounts, loans, investments or such other 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 an SMS/Text message in response to the Triggers set by the Customer.

"Bank", "we", "us" and "our" refer to ICICI Bank Canada.

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

"ICICI Bank Contact Number" refers to the number/s provided by the Bank to its Customers for using the request facility or such other facilities which may be provided through the ICICI Bank Contact Number, as communicated by the Bank from time to time.

"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 mobile telecommunications number through which the Customer wishes to receive Alerts and make use of the Alert Facility.

"Service(s)" shall mean the service we provide that enables you to obtain information from us regarding your Account(s) via mobile phone based SMS/Text messages and includes the Alert Facility.

"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.ca or such other website as may be designated by the Bank from time to time.

1. Your Mobile Phone

When you register for the Service you will be asked to provide us with the Mobile Phone Number to which you would like us to send Text messages.

We can only provide the Service to a mobile phone compatible with a Canadian network (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.

The Service will be available on carriers:

- Aliant Mobility
- Bell Mobility
- Fido Solutions
- MTS Mobility
- NorthernTel Mobility
- Rogers Wireless
- SaskTel Mobility
- Télébec Mobilité
- TELUS Mobility
- Virgin Mobile Canada
- Koodo Mobile
- Mobilicity
- Solo Mobile
- Vidéotron
- Freedom Mobile

2. Sole Account Holders

You can register only one Mobile Phone Number per service registration. This will apply to all individual Accounts registered in your name. For Retirement Savings Plans, only the annuitant may register for the Service.

3. Joint Account Holders

Each joint account holder can register only one Mobile Phone Number per service registration. This will apply to all accounts registered in his/her name.

Confirmation from all joint account holder(s) will be required to register mobile number belonging to any one of the joint account holder(s). We will end the use of the Service immediately if any of the joint account holder(s) notifies us that the joint account holder(s) no longer consents to the registered mobile number belonging to one of the joint account holder(s) for use of the Service.

4. Personal Information

When you register for the Service, you request us to send you information about your Account to your Mobile Phone Number.

The information shall include, but may not be limited to:

- Last 3 digits of your account number
- Transaction amount
- Transaction date
- Transaction remarks
- Available balance after the transaction has occurred

For example, for a cash deposit of Canadian dollars 1,000.00 in your account, the message will be:

" Your Ac XXXXXX101 is credited CAD1,000.00 on 03 Aug. Info: CASH DEPOSIT. Total Avbl. Bal is CAD5,000.00. "

5. The Service

We will only send you each text message once. If you delete a text message we can not 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 HiVALUE Chequing account, Premium Savings account, HiSAVE Savings account, RSP Savings account and Tax-Free savings account. We cannot send individual customers information about loans or any other accounts.

For certain type of deposits transactions, the entire amount may be "Held" as outlined in Hold Funds Policy, which may be found in the Disclosure Statement of the Bank. We will only send you an Alert after the applicable hold period has expired.

We will not send alerts between 10:00 pm (EST) and 7:55 am (EST). For any transactions carried out between 10:00 pm (EST) and 7:55 am (EST), the alerts will be sent at or after 7:55 am (EST).

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. We will attempt to keep such interruptions to a minimum.

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. We shall endeavor to give you reasonable notice of withdrawal or termination of the Service by displaying such notice on the Website.

6. Security

You must not permit anyone else to access this Service other than a joint account holder(s).

If you suspect that any unauthorized transactions have been carried out you must notify us immediately by calling the number in the "Contact Us" section of the Website. You should review all Account information that we send you and let us know of any errors immediately.

You must inform us immediately if your mobile phone is lost or stolen, or if you change your mobile phone number. You may do so by unsubscribing yourself from the Service by logging onto the Website and following the instructions there or by calling us at the telephone number in the "Contact Us" section of the Website 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 and banking information.

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. Such steps could include using the personal identification number (PIN) code on your mobile telephone at all times, not leaving your mobile phone switched on without having set the PIN and deleting text messages from the Service once you have read them.

7. Liability for Loss

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

- any breach of confidentiality resulting directly or indirectly from your use of the Service;
- the Service being unavailable for any reason whatsoever;
- delays, interruptions or errors in transmission;
- 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
- other circumstances beyond our reasonable control.

8. Charges

We reserve the right to charge you for the provision of this Service. For details regarding charges, please refer to our Disclosure Statement on our Website.

If we are unable to collect the charge of this Service, we may, without prior notice, suspend the Service.

There may be other costs or taxes imposed by third parties (for instance, your cellular service provider) in connection with the Service and it is your responsibility to inform yourself with respect to 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.

9. Our Right To Change This Agreement

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.

10. Your Right To Cancel This Agreement

You may end the Service and cancel this agreement at any time by unsubscribing yourself from the Service by logging onto the Website and following the instructions or by calling us at the telephone number in the "Contact Us" section of the Website, or by writing to us. You must give us at least five working days' notice of your wish 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.

11. Service Quality

We may monitor and record calls made to our helpdesk.

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 9 above. We will reimburse any charges collected by the Bank pertaining to this Service if the cancellation is requested within the 14 day period set out in the preceding sentence.

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).

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.

12. Your Personal Data And ICICI Bank Canada

You agree that we may keep your personal details given to us by you or other people during your relationship with us and we may use and update this information in accordance with the Bank's Privacy Policy. By subscribing to the Service, you agree to be bound by the terms and conditions of the Privacy Policy.

You agree that the purposes for which we may use your personal information shall include, but may not be limited to:

- to provide you with the Service;
- to identify products and services which might be suitable for you;
- to prevent and detect fraud; and
- for research and statistical analysis with the aim of improving our services.

You should let us know if you think any information we have about you is inaccurate, so that we can correct it. We will treat all your personal information as private and in accordance with applicable privacy legislation.

You agree that the Bank may share your personal details with any external service providers required for performance of the service and acknowledge that your personal details may be sent outside of Canada as part of the Service, including to the Bank's parent company, ICICI Bank Limited, in India.

13. The Law Covering This Agreement

I agree that any suit, action or proceeding arising out of or relating to this Agreement against me or any of my assets may be brought in any court in the Province of Ontario or elsewhere in Canada having jurisdiction over the subject matter of any such suit, action or proceeding, and I hereby irrevocably and unconditionally attorn and submit to the jurisdiction of such courts. I irrevocably waive and agree not to raise any objection I might now or hereafter 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. I agree that any judgment or order in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon me 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 ICICI Bank, provided that service of any required process is effected upon me 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.

14. Language

Messages delivered as part of the Service will only be delivered in English.

The Bank and you have expressly requested that these Terms and all related documents, including notices, be drawn up in the English language. Vous et moi avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

This information is correct as at the date of publication and is subject to change without notice.