

Notice of Amendment to ICICI Bank Limited, Hong Kong Branch Terms and Conditions for FX transfers

Dear Customers,

With effect from April 18, 2022, the Terms and Conditions for FX transfers of ICICI Bank Limited, Hong Kong Branch shall be amended as follows:

Amended New Clause	Existing Clause
<p>Clause 2: The Bank will not be liable or responsible in any manner for delays in processing by beneficiary banks, including without limitation, for any losses or damages caused by such delay.</p> <p>Clause 3: Payment of transferred funds is subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, the Bank will not be liable to the extent a payment is not allowed or is restricted in the currency in which the transferred funds are to be sent under any government, regulatory or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of the Euro, the European Union or any of its member countries, at the time the payment instructions are received or are to be carried out. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by or as a result of any act or order of any government or government/regulatory agency or the failure of any clearing, settlement or payment system or statute, regulation or any other causes whatsoever.</p> <p>Clause 5: The Bank reserves the right to refuse to accept any application without assigning any reason whatsoever. The Bank does not process FX transfers being done, either directly or indirectly, on behalf of third party.</p> <p>Clause 8: Unless it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into foreign values the funds received from the applicant at the rate as determined by the Bank at its discretion. The Bank's statement in writing that it has effected such conversion shall be conclusive evidence thereof.</p> <p>Clause 16: Upon entering into a transaction on this platform, I, the applicant confirm the following details with you:</p> <p>Clause 24: The applicant understands and agrees that the display or printed output that is produced by the applicant at the time of operation of the CIB Website is a record of the operation of the Internet access and shall not be</p>	<p>Clause 2: The Bank will not be liable or responsible in any manner for delays in processing by beneficiary banks, including without limitation, for losses or damages caused by such delay.</p> <p>Clause 3: Payment of transferred funds is subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, the Bank will not be liable to the extent a payment is not allowed or is restricted in the currency in which the transferred funds are to be sent under any government or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of the Euro, the European Union or any of its member countries, at the time the payment instructions are received or are to be carried out. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by or as a result of any act or order of any government or government agency or the failure of any clearing, settlement or payment system or statute, regulation or any other causes whatsoever.</p> <p>Clause 5: The Bank reserves the right to refuse to accept any application without assigning any reason. The Bank does not process FX transfers being done, either directly or indirectly, on behalf of third party.</p> <p>Clause 8: Unless it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into foreign values the funds received from the applicant at the rate as determined by the Bank at its discretion. The Bank's statement in writing that it has effected such conversion shall be conclusive.</p> <p>Clause 16: Upon entering into a transaction on this platform, I, confirm the following details with you:</p> <p>Clause 24: The applicant understands and agrees that the display or printed output that is produced by the applicant at the time of operation of the Website is a record of the operation of the Internet access and shall not be</p>

<p>construed as record of the transactions. Record of transactions maintained through computer systems of ICICI Bank shall be conclusive and binding for all purposes.</p> <p>Clause 29(c): ICICI Bank does not warrant that access to www.icicibank.hk (“CIB Website”) and online platform service will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the use of the online platform service or as to the accuracy or reliability of the same. ICICI Bank makes no warranty regarding the Transactions entered into through the Website.</p> <p>Clause 31: ICICI Bank shall not be responsible for any liability that may arise as a consequence of incomplete/incorrect data or information provided by the applicant to ICICI Bank online or over the phone and/or any error in the execution of an instruction/request due to such incomplete/incorrect data. The applicant understands and agrees that ICICI Bank shall not be liable for any loss that may be incurred by the applicant due to a third party placing instruction/requests through the online platform service using the applicant’s personal identification details. Under no circumstances shall ICICI Bank, its employees, directors, affiliates and third party agents involved in processing, delivering or managing the online platform service, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the online platform service or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the online platform service or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the applicant or to transmit any related message for any reason whatsoever, whether based on</p>	<p>construed as record of the transactions. Record of transactions maintained through computer systems of ICICI Bank shall be conclusive and binding for all purposes.</p> <p>Clause 29(c): ICICI Bank does not warrant that access to the CIB Website and online platform service will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the use of the online platform service or as to the accuracy or reliability of the same. ICICI Bank makes no warranty regarding the Transactions entered into through the Website</p> <p>Clause 31: ICICI Bank shall not be responsible for any liability that may arise as a consequence of incomplete/incorrect data or information provided by the applicant to ICICI Bank over the phone and/or any error in the execution of an instruction/request due to such incomplete/incorrect data. The applicant understands and agrees that ICICI Bank shall not be liable for any loss that may be incurred by the applicant due to a third party placing instruction/requests through the online platform service using the applicant’s personal identification details. Under no circumstances shall ICICI Bank, its employees, directors, affiliates and third party agents involved in processing, delivering or managing the online platform service, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the online platform service or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the online platform service or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the applicant or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.</p>
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Below New Disclaimer is included in T&C:

These terms and conditions are in addition to and not in derogation of the Terms and conditions governing the corporate internet banking services of ICICI Bank Limited Hong Kong branch (the “Internet Banking Terms”) and the General Terms and Conditions Governing Accounts and Facilities (the “GTC”), as made available to me/ us at the time of account opening and as readily available and updated from time to time on the website of the Bank at www.icicibank.hk. In the event of any inconsistency between the Internet Banking Terms read with the GTC and these terms and conditions, for the purpose(s) of the services availed hereunder and to the extent of such inconsistency, these terms and conditions shall prevail.

Apart from the above mentioned changes in the T&C for FX transfers all others terms and conditions applicable on the account(s), product(s) and /or service(s) remain same. Please refer to our website <http://www.icicibank.hk/gtc.page> for the complete revised version of the T&C for FX transfers. The above amendments to the T&C shall be binding on

you if you continue to use or maintain the relevant account(s), product(s) and /or service(s) on or after 18 April 2022. You may also refuse to accept the above amendments and thereby have the right to terminate the account(s), product(s) and /or service(s) before the effective date in accordance with the relevant clause of the T&C for FX transfers.

If you wish to indicate refusal to accept the amendments and terminate any of the account(s), product(s) and /or service(s), or should have any queries, please contact us by visiting our branches or calling us at +852 2234 2651.

ICICI Bank, Hong Kong

ICICI Bank Limited is banking company incorporated and regulated under Indian laws, having its head office in Mumbai, India and operates in Hong Kong through ICICI Bank Limited, Hong Kong Branches ("ICICI Bank"). ICICI Bank is a bank licensed by the Hong Kong Monetary Authority. Product/services specific terms & conditions apply and must be read and understood prior to availing such products/services. "ICICI Bank" and the "I man" logo are trademarks and property of ICICI Bank Limited. Misuse of any intellectual property or such other ancillary or related content with respect to these products/services is strictly prohibited.