

SMS Alerts 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 Limited, Hong Kong (the "Bank"), the General Terms and Condition Governing Accounts and Secured Loan Facilities 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 an SMS/Text message in response to the Triggers set by the Customer.

"Bank", "we", "us" and "our" refers to ICICI Bank Limited, Hong Kong.

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

1. Your Mobile Phone

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

We can only provide the Service to a mobile phone in Hong Kong, and one that is compatible with a Hong Kong 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.

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.

3. Joint Account Holders

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.

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.

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 may 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

5. The Service

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 Current Account. We cannot send individual customers information about loans or any other accounts.

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 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.

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 visiting our branches 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.

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 Schedule of Charges provided 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. 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.

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 with immediate effect. Such revised Terms and Conditions shall be displayed on our Website.

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 visiting any of our branches or by writing to us. You must give us a notice of at least five working days' 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 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. The Law Covering This Agreement

These Terms and Conditions shall be governed by the laws of Hong Kong. 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 Hong Kong having jurisdiction over the subject matter of any such suit, action or proceeding, and you hereby irrevocably and unconditionally attorn and submit to the jurisdiction of such courts. You irrevocably waive and agree not to raise any objection you 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. 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.

13. 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.

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

ICICI Bank Limited (incorporated in India, the liability of its members is limited)