

CORPORATE API SUITE: TERMS AND CONDITIONS

- I / We hereby declare that all the particulars and information given in the Application are true, correct, complete and up-to-date in all respects and I / We have not withheld any information
- I / We agree and undertake to provide any further information that ICICI Bank Ltd. / its Group Companies may require
- I / We agree and understand that ICICI Bank Ltd. reserves the right to reject any application without providing any reason
- I / We agree and understand that ICICI Bank Ltd. reserves the right to retain the Application, and the documents provided therewith including photographs, and will not return the same to me / us
- I / We have read, understood and hereby agree to terms and conditions governing the ""Cash Management Services"", ""UPI"", ""IMPS"" & ""AEPS"" "API Service" together with Terms and Conditions pertaining to "Current Account" and "Corporate Internet Banking" as displayed on www.icicibank.com and agree to abide by the same
- I / We understand that the said terms are subject to revision from time to time and I / we agree to keep ourselves updated of such changes and be bound by the terms as are in force from time to time
- Save and except to the extent as disclosed in this Application or in such further applications by me / us to ICICI Bank, I / we (if a person other than a subsidiary of ICICI Bank, or a section 25 company or a Government company, or in cases of Facility/ies not encompassed by the restrictions specified by the Reserve Bank of India from time to time) represent that: no director or a relative / near relation (as specified by the Reserve Bank of India) of a director of a banking company (including ICICI Bank) or a relative / near relation (as specified by the Reserve Bank of India) of a senior officer of ICICI Bank (as specified by Reserve Bank of India) is a partner of mine / us, a director, manager, employee of mine / us or of a subsidiary of me / us, or of the holding company of me / us, or a guarantor on behalf of / for / to me / us, or holds substantial interest, in me / us or a subsidiary or holding company of me / us
- I/We undertake that we shall not, without the prior written consent of ICICI Bank, display or disclose all or any part of any confidential information including the APIs shared with us, in any manner or circumstances whatsoever, to any person or any third party and the confidential information shall be used by us, solely for the purpose captured herein.
- I / We declare that I / we have had no insolvency proceedings initiated against me / us nor have I / we ever been adjudicated insolvent
- I / We agree, undertake and authorize ICICI Bank / its group companies to exchange, share or part with all the information, data or documents relating to my / our application to other ICICI group companies / banks / financial institutions / credit bureaus / agencies / statutory bodies / such other persons as ICICI Bank / its group companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person(s) / or furnishing of the processed information / data / products thereof to other Banks / Financial Institutions / credit providers / users registered with such persons and shall persons and shall not hold ICICI Bank Ltd. / its Group companies liable for use of this information.
- I / We hereby declare that all the particulars and information given in this Application with respect to the GSTIN / UIN / SEZ number and the billing address is correct and ICICI Bank can update the same in its record.
- In case my / our PAN is not updated for availing Cash Management Services, please update the same as mentioned in this Application. I / We hereby declare that the information provided can be used by ICICI Bank for the purposes of charging GST and reporting of transactions on the GSTN portal and for other related aspects in relation to reporting as stated under the CGST Act 2017, the SGST Acts and the applicable rules in this regard In case my / our PAN is not updated for availing Cash Management Services, please update the same as mentioned in this Application
- I / We are aware of charges applicable for banking services and I / we further authorize ICICI Bank to debit my / our account(s) towards any charges for the selected services.
- I / We further agree that if any additional / customized facilities are availed by me / us, I / we shall be charged separately for such additional / customized facilities
- I / We have read the Application form and am/ are aware of all the terms and conditions for availing this facility.
- I / We have not at any time been in non-compliance of the applicable rules/ regulations/ guidelines in force from time to time, as framed by the Reserve Bank of India
- I / We also understands that continuation of the facility provided in pursuance to this Application Form is at ICICI Bank's sole discretion and in case ICICI Bank is dissatisfied with our conduct of the facility, ICICI Bank has the right to close the Facility after giving me/ us 15 days' notice.
- I/We further undertake and confirm that the Composite & CIB payment APIs shall not be used by us for Domestic Money Transfers (DMT). DMT is a cash to account fund transfer product used to send money instantly to any account holder with any bank within India by submitting cash at DMT service provider.
- I / We agrees and undertakes to pay the IMPS Transaction fees for the services provided by the ICICI Bank by RTGS/Bank Transfer/cheque only.
- I/We shall process the invoice and make payments within a period of Seven (7) working days from the date of the receipt of the invoice raised by the ICICI Bank. Failing which ICICI Bank shall be entitled to debit our account held with ICICI Bank for the pending invoice amount with no further notice and shall in no way be liable or responsible for any direct, indirect, special or exemplary losses that may occur to me/ us as a result of such debit.
- ICICI Bank shall not be liable for any financial loss, damages, claims, liabilities and expenses that may be suffered by me/us as a result of me/us opting for the services of any third party vendor including but not limited to any technical support whatsoever provided by such third party vendor or as a result of us exposing any IT infrastructure or sharing any data to such third party vendor for the purpose of API integration.
- I/We declare, confirm and agree that. I/We understand that certain particulars given by me/us are required by the operational guidelines governing banking companies, and that the existing Account details registered with ICICI Bank (including the authorised signatories and their respective transaction limits) remain unchanged.

- I/We declare that, I/we am/are duly empowered to avail of this API Service or terminate the same and at no point of time shall I/we challenge/question ICICI Bank for provision of this API Service or for doing any transactions there under on my/our request.
- I/We hereby agree, undertake and authorise ICICI Bank Limited to make payments by debiting the Accounts as per the instructions contained in the transaction file transferred through the API Service from our server and hereby agree and undertake that we shall be bound by any and all actions taken pursuant to such requests even if such requests have been countermanded by a subsequent instruction or written instruction or direction of ours. Such instructions shall be sent as per ICICI Bank's prescribed format and we shall comply with such authentication procedures as may be prescribed by ICICI Bank from time to time for purposes of transmitting such transaction files through API Service.
- I/We agree to hold ICICI Bank harmless and indemnify ICICI Bank against any and all suits, costs, claims, proceedings counterclaims, actions, losses, damages, liabilities, demands, expenses, third party claims or penalties from regulators (including, without limitation, attorney's fees and court costs) whatsoever which ICICI Bank may suffer / incur on account of it executing such instructions received through our platform under API service.
- I/We agree and confirm that all activities undertaken by us or our partners/merchants, the customers or through the application programming interface ("API(s)") provided to us by ICICI Bank for facilities provided shall be undertaken by us only for the purposes subscribed through this form ("Purpose"). I/We shall not use the APIs any other purpose other than the Purpose mentioned herein (including but not limited to domestic money transfer transactions). We hereby undertake to indemnify and hold ICICI Bank harmless against any claims including third party claims, losses, damages, costs, charges, expenses or liabilities arising from non-compliance or breach of the terms herein any non-compliance/breach of applicable laws.
- Set-Off and Lien:
 - a) ICICI 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 Client, 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 ICICI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Client in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of ICICI Bank's or its group companies' services extended to and/or used by the Client and/or as a result of any other facilities that may be granted by ICICI Bank and/or its group companies to the Client. ICICI Bank and/ or its group companies are entitled without any notice to the Client to settle any indebtedness whatsoever owed by the Client to ICICI 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 Client with ICICI 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. ICICI Bank's and its group companies' rights hereunder shall not be affected by the Client's bankruptcy, death or winding-up. It shall be the Client's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.
 - b) In addition to the above mentioned right or any other right which ICICI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Client authorizes the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Client with or to any branch of ICICI Bank and/or its group companies; (b) to sell any of the Client's 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 ICICI Bank and/or its group companies from the Client, 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 ICICI Bank and/or its group companies.
- I/We understand that Tax Payment through APIs is subject to the terms and conditions of respective regulatory authorities applicable for payment of such taxes and am/are expected to be aware of the same, as updated from time to time.
- I/We confirm that we shall not make any false representation to our customers through debit advice provided by ICICI Bank and debit advice shall be provided in the same format as shared by ICICI Bank.
- I/We confirm that we will not affix any seal or make any other modification to the debit advice received from ICICI Bank.
- I/We hereby declare, confirm, and agree that the acknowledgement / status of payment shall be updated to our customer (through API service) as and when the transactions initiated through our platform are completed / delivered.
- I/We undertake that customers will be notified that transactions will be completed only once the API is triggered from our side.
- I/We also undertake that ICICI Bank will be provided clear funds prior to the processing of each transaction initiated by us or our customers.
- I/We confirm that the tax transaction would be initiated through ICICI Bank on the same day as the day on which our account is credited by our customers for payment of such taxes.
- I/ We understand that in case of any changes/addition/modification/deletion initiated by regulator or Bank, the same will be replicated at our end within stipulated timelines and may affect transaction processing for the referred period.
- I/We acknowledge that ICICI bank reserve rights to provide the additional services of any further type of tax payments as provided by regulator.
- I/We undertake that I/we shall avail Direct TAX API only for tax payments for our own company/ group companies and shall not extend to our customer/s or any other service provider/s or associate/s for their tax payments.

- I/We understand under Direct Tax API, only Minor head codes 100 (Advance Tax), 200 (TDS/TCS) and 300 (Self-Assessment Tax) are covered. Any type of tax payment which needs to be initiated from the regulator portal and any additional type of tax payments shall not form part of the services herein.
- I/We undertake that GST API services will not be further extended to any third party/merchants for processing GST payments of their end customers.
- I/We understand that transaction API will be processed between 4 am till 11 pm. I/We shall ensure to send these API within stipulated time.
- I/ We understand that ICICI Bank does not have any role in challan preparation hence for any request for correction/reversal/refund for Direct Tax payments, taxpayer shall have to follow normal route of challan correction mechanism, which is either through Assessing Officer or through e-Filing portal of the Income Tax Department on <https://www.incometax.gov.in/iec/foportal/contact-us>
- I/We confirm that no fees shall be sought or revenue shall be made from my/our customer/s for processing any Tax payment transactions.
- I/We hereby accept the above clauses. I/We hereby undertake to maintain the consent logs of our customers' consent(s)/ acceptance(s) if I/we am/are availing API services for processing tax payments and shall make the consent logs available to ICICI Bank within 1 business day of a request by ICICI Bank for the same.
- I/ We have read, understood and shall abide by all the terms and conditions as well as definitions as shall be applicable pertaining to the Facility provided by ICICI Bank through DSB (DoorStep Banking), as displayed on www.icicibank.com.