

## **Terms and Conditions for Gift Card – Individual**

These terms and conditions apply to and regulate the issuance and usage of the Gift Cards facility offered by ICICI Bank. These terms and conditions (the “Terms and Conditions”) shall be in addition to and not in derogation to any other terms as stipulated by ICICI Bank from time to time

### **1. DEFINITIONS:**

In these Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

**"Affiliate"** means and includes:

Any company which is the holding or subsidiary company of ICICI Bank, or a person under the control of or under common control with ICICI Bank, or any person in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

**"Application"** or the **"Gift Card Application"** shall refer to the application made by the Buyer, to ICICI Bank for the issuance of the Gift Card. The Buyer may make such an Application through any of the channels provided by ICICI Bank and subject to the terms specified by ICICI Bank from time to time. The Application may be in the form of a written application made in the manner and format prescribed by ICICI Bank or a voice application, made via the phone banking channel by calling the ICICI Bank 24hr Customer Care number(s) Centre.

**"Card"** or **"Gift Card"** refers to a VISA card issued by ICICI Bank to the Cardholder.

**"Cardholder(s)"** or **"Card Member"** shall mean such individual/s, to whom the Card has been issued by ICICI Bank and who is authorized to hold and use the Card.

**"Buyer"** shall mean and include any individual who makes an Application for the issuance of the Gift Card subject to such terms and conditions as may be specified by ICICI Bank.

**"ICICI Bank"** or **"the Bank"** shall mean ICICI Bank Limited, the proprietors / owners of the Card, its successors, assigns and nominees / representatives.

**"ICICI Bank 24-Hour Customer Care Centre"** shall mean the ICICI Bank -Phone Banking Service provided by ICICI Bank, which shall be available to all Cardholders. All Cardholders availing of the ICICI Bank 24-Hour Customer Care Centre shall be bound by the Terms and Conditions stipulated by ICICI Bank in this regard, a copy of which is given herewith.

**"Merchant Establishment"** shall mean such physical establishments, located in India, which honor a VISA / VISA Electron/ MasterCard/ American Express card and shall include, among others, stores, shops, restaurants, hotels (whether retailers, distributors or manufacturers).

**"Merchant"** means any person who owns or manages or operates a Merchant Establishment.

**"POS Terminal"** means the point of sale (POS) electronic terminals at Merchant Establishments in India, which are capable of processing card transactions and at which, the Cardholder can use his Card to access the funds from the Card Account held with ICICI Bank.

**"Shared Network"** shall mean the VISA/ MasterCard/ American Express network which honour the said Card.

**"Statement"** refers to the e-statement.

**"Transactions"** shall mean any instruction given by the Cardholder, using a Card, directly or indirectly to ICICI Bank to effect a transaction.

## **2. INTERPRETATION:**

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words importing any gender include the other gender.
- c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms and Conditions.
- e) References to VISA/ MasterCard/ American Express regulations pertain to the guidelines issued by VISA/ MasterCard/ American Express to all the member banks of its network.
- f) The rules of interpretation as set out in the General Clauses Act shall, unless it be repugnant to the subject or context thereof, apply to the Terms and Conditions as if incorporated herein.

## **3. APPLICABILITY OF TERMS:**

The Buyer shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by submitting the Application for the Card and/or designating any individual to receive the Card and/or by any such individual signing, or using or accepting the Card, in the form and manner prescribed by ICICI Bank from time to time. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms and Conditions by acknowledging the receipt of the Card in writing, and/or signing on the reverse of the Card, and/or by performing a transaction with the Card. The usage of the products and services available through various channels of ICICI Bank, including but not limited to internet banking and phone

banking facilities, with the use of Card, shall be subject to such primary terms and conditions (the "Primary Terms and Conditions") as applicable for such channels/products/services and as specified by ICICI Bank from time to time.

#### **4. ISSUANCE OF CARDS:**

ICICI Bank may issue the Gift Card to the Cardholder on the request of the Buyer and pursuant to the Buyer making an Application for the Gift Card and agreeing to the applicable terms and conditions in the form and manner prescribed by ICICI Bank in this regard. ICICI Bank shall maintain records of these Applications and other consents/instructions in such manner as may be deemed suitable by ICICI Bank. At the time of making the Application for issuance of the Gift Card, the Buyer shall be able to load the Card only once subject to a minimum value of Rs. 500/- (Rupees Five Hundred only) and a maximum value of Rs. 10,000/- (Rupees Ten Thousand only) or such other limit as may be specified by ICICI Bank subject to internal and applicable regulatory and statutory guidelines. The Card cannot be reloaded thereafter by the Buyer and/or any other person. The Cardholder shall be able to use the Card only to the extent of the amount loaded onto the Card at the time issuance. The Card shall be activated subject to the desired amount being loaded on the Card by the Buyer, as the case may be by the means of Cash/ Debit mandate/ cheque/ pay order/demand draft / funds transfer as is acceptable to ICICI Bank. Such funds shall be loaded on the Card after deduction of the applicable charges/ fees etc. payable by the Buyer to ICICI Bank for availing the said Card facility. The Cardholder and the Buyer shall be bound to comply with the Terms and Conditions and all the policies stipulated by ICICI Bank from time to time in relation to the Gift Card. ICICI Bank may, at its sole discretion, refuse to accept the Application or to issue Gift Card to the Cardholder.

#### **5. FEATURES OF CARD:**

The Cardholder may use the Card to make payments at Merchant Establishments within India. The facility of balance transfer from one Card to another, cash withdrawal facility and the facility to make offline / MOTO transactions shall not be available on the Gift Card. No interest shall be payable by ICICI Bank on the amount available/loaded on the Card.

#### **6. LOST OR STOLEN CARDS:**

If a Card is lost or stolen, the Cardholder must file a report with the local police and send a copy of the same to ICICI Bank. The Cardholder must immediately report the loss/ theft over the telephone to any of ICICI Bank's 24-Hour Customer Care Centers and /or lodge a complaint with ICICI Bank branch. ICICI Bank shall, upon adequate verification, hotlist/cancel /suspend the Card and terminate all facilities in relation thereto during working hours on a working day following the receipt of such intimation and on the request of the Cardholder and shall not be liable for any inconvenience caused to the Cardholder in this regard. The Cardholder shall take cognizance of the fact that once a Card is reported lost, or stolen and is subsequently found, the same shall be promptly cut in half, returned to ICICI Bank and adequate care taken to prevent its misuse. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safe keeping thereof. The Cardholder will be liable for all charges incurred on the Card until the Card is reported lost /stolen. Further, in the event ICICI Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. In case of any dispute relating to the time of reporting and/ or transaction/s made on the Card or any other matter in relation to the said Card, ICICI Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction.

## **7. SURRENDER / REPLACEMENT OF CARD:**

The Card issued to the Cardholder shall remain the property of ICICI Bank and shall be surrendered to ICICI Bank, on request. The Cardholder shall return the Card to ICICI Bank for cancellation in the event the services are no longer required by the Cardholder or if the services are withdrawn by ICICI Bank for any reason whatsoever. In case of loss of the Card, the Card may be blocked by Cardholder by calling up the ICICI Bank's 24-Hour Customer Care Centers & furnishing the required information for blocking the Card and as more specifically provided for under clause titled as "Lost or Stolen Cards". ICICI Bank may issue a replacement Card to the Cardholder upon a request being made by the Buyer, in this regard and at its sole discretion. The replacement Card shall be sent to the address of the Buyer, as is registered and available with ICICI Bank or at the designated ICICI Bank Branches, as is deemed necessary, by ICICI Bank requiring the Buyer to have the same collected from the designated branch. In the event of the death of the Cardholder, a new replacement Card may be issued to the legal heir of the Cardholder by ICICI Bank, upon a request for the same being made by the Buyer on the same terms and conditions or such other terms and conditions as ICICI Bank may deem fit and subject to producing the required documents evidencing the legal heir status and any other document as required by ICICI Bank in this regard. In case of the permanent total disability of the Cardholder, a new replacement Card, on the same terms and conditions or such other terms and conditions as ICICI Bank may deem fit, may be issued in the name of the person specified by the Cardholder, subject to a request for such an issue being made by the Buyer. The issuance of the replacement Card shall be as per the internal policies and procedures of ICICI Bank and shall be subject to applicable laws.

## **8. TERMINATION:**

The Card is valid upto the expiry date exposed on the face of the card, upto a maximum of one year from the date of issuance of the Card. However, before the expiry of said period of one year the Card shall cease to remain valid if the balance in the Card reaches zero. ICICI Bank may, at any time, with or without notice, at its absolute discretion, terminate the Card.

## **9. USAGE GUIDELINES:**

The said Card is valid only in India. The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder shall sign the Card immediately upon receipt. The Cardholder shall be responsible for all facilities granted by ICICI Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and ICICI Bank.

## **10. LIABILITY IN CASE OF VISA / MASTERCARD / AMERICAN EXPRESS TRANSACTIONS:**

In case of VISA / MasterCard / American Express Cards, the liability of the Cardholder for disputed, unauthorized VISA / MasterCard / American Express Transactions shall be limited to zero provided the Cardholder notifies ICICI Bank in writing immediately of such disputed, unauthorized Transactions and the Cardholder is not, in the opinion of ICICI Bank, guilty of negligence, fraud or collusion. Provided, however, the liability of the Cardholder in respect of disputed, unauthorized VISA / MasterCard / American Express Transactions carried out under loss or stolen VISA / MasterCard / American Express Cards shall be limited to zero only if such disputed, unauthorized VISA / MasterCard / American Express Transactions have been done within a period of 10 days prior to the date of such written notification to ICICI Bank. In case of

a charge back being made to the Card, the Card would be credited with the said charge back amount. In case the Card is over 1-year-old, ICICI Bank shall issue a new replacement Card, and shall credit the said amount to the new replacement Card. The said replacement Card shall be valid for a period of 1 year or till the balance on the Card is zero (0), whichever is earlier.

#### **11. STATEMENTS AND RECORDS:**

The Cardholder shall inform ICICI Bank in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Card Account on any Statement that is made available to the Cardholder. If ICICI Bank does not receive any information to the contrary within 15 days, it shall assume that the Statement and the transactions are correct. All records maintained by ICICI Bank, in electronic or documentary form of the instructions of the Cardholder and such other details (including, but not limited to payments made or received) pursuant to the Terms and Conditions, shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

#### **12. MERCHANT LOCATION USAGE:**

The Card is acceptable at all Merchant Establishments in India which display the logos of ICICI Bank/VISA / MasterCard/American Express and/or such other agencies recognised by ICICI Bank and which have a POS terminal. The Card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. The Cardholder must sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved as being authorised by the Cardholder shall be his liability. The amount of the transaction is debited from the balance available on the Card immediately. The Card is operable with the help of the Cardholder's signature at POS terminals installed at Merchant locations depending on the functionality of the POS Terminal. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant, including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to ICICI Bank. However, the Cardholder should notify ICICI Bank of this complaint immediately. The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the balance available on the Card, with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales slip must be cancelled by the Merchant and a copy of the cancelled sales slip must be retained in the Cardholder's possession. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by the Cardholder, if called for. The Card is not to be used at hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

#### **13. EXCLUSION FROM LIABILITY:**

In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder and the Buyer hereby agree to indemnify and keep ICICI Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which ICICI Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of ICICI Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder / Buyer ; breach or noncompliance of the rules/ Terms and Conditions relating to the Card and/or fraud or dishonesty relating to any Transaction by the Cardholder. The Cardholder shall also indemnify ICICI Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card. Without prejudice to the foregoing, ICICI Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- 1.Any defect in quality of goods or services supplied.
- 2.The refusal of any person to honor or to accept the Card.
- 3.The malfunction of any computer/ POS terminal.
- 4.Effecting Transaction instructions other than by a Cardholder.
- 5.Handing over of the Card by the Cardholder to anybody other than the designated employees of ICICI Bank at ICICI Bank's premises.
- 6.The exercise by ICICI Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by ICICI Bank or by any person or computer terminal.
7. The exercise by ICICI Bank of its right to terminate any Card.
8. Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card.
- 9.Any misstatement, misrepresentation, error or omission in any details disclosed by ICICI Bank except as otherwise required by law, if ICICI Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which ICICI Bank in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact on the Card, ICICI Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. ICICI Bank reserves the right to deduct from the balance available on the Card, a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving the Cardholder's Card.
- 10.Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction;
- 11.In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner.

#### **14. ADDITION/ WITHDRAWAL OF FACILITIES:**

ICICI Bank may, at its discretion, make available to the Cardholder more services on the Card, POS Terminals, Internet or otherwise and/or other devices through Shared Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by ICICI Bank from time to time will be recovered by a debit to the balance available on the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. ICICI Bank shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at POS Terminal/Internet / other devices within India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

#### **15. DISCLOSURES:**

The Cardholder hereby irrevocably authorizes ICICI Bank to disclose, exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms and Conditions or as expressed in the Application made for the Card to its Affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold ICICI Bank/its Affiliates/the other group companies of ICICI Bank Group and their agents liable for use of the aforesaid information.

#### **16. FEES AND CHARGES:**

The annual fees (Account Maintenance Fee) for the Card will be debited to the balance available on the Card on application/renewal at the Bank's prevailing rate. The said fees are not refundable. ICICI Bank reserves the right at any time, to charge the Cardholder, for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card. Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon ICICI Bank (either directly or indirectly), ICICI Bank shall debit such charges, duty or tax against the balance available on Card. In addition, operators of Shared Networks may impose an additional charge for each use of their POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the balance available on Card. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the balance available on Card. In the situation that the balance available on Card is not sufficient to deduct such fees, the Bank reserves the right to deny any further Transactions. The Cardholder also authorizes ICICI Bank to deduct from the balance available on his Card, and indemnifies ICICI Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees). ICICI Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time by updating the Terms & Conditions. The Cardholder authorises ICICI Bank to recover all charges related to the Card as determined by ICICI Bank from time to time by debiting the balance available on the Card. Details of the applicable fees and charges as stipulated by ICICI Bank shall be displayed on the website and / or at the branches. The details of the charges are attached herewith as Annexure I.

#### **17. DISPUTES:**

ICICI Bank accepts no responsibility for the refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between ICICI Bank and the Cardholder as to the extent of liability incurred by the Cardholder and ICICI Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Statement, the Cardholder shall advise details to ICICI Bank within 15 days of the Statement date failing which it will be construed that all charges are acceptable and in order. ICICI Bank may at its sole discretion accept any disputes on charges older than 15 days. ICICI Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Statement within two months of receipt of the notice of disagreement. If after such effort, ICICI Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the sales slip or payment requisition. Any dispute in respect of a Shared Network will be resolved as per VISA / MasterCard/ American Express regulations. ICICI Bank does not accept responsibility for any dealings the Cardholder may have with Shared Networks. Should the Cardholder have any complaints concerning any Shared Network ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will not relieve him from any obligations to ICICI Bank. However, the Cardholder should notify ICICI Bank of the complaint immediately.

#### **18. QUALITY OF GOODS AND SERVICES:**

ICICI Bank shall not in any way be responsible for the merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, no delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/or avail of services, ICICI Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card holder with the Merchant Establishment directly. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the charges due to ICICI Bank and agrees to pay such charges promptly.

#### **19. GOVERNING LAW AND JURISDICTION:**

ICICI Bank, the Cardholder and the Buyer agree that any legal action or proceedings arising out of this Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. ICICI Bank may, however, in its absolute discretion commence any legal or proceedings arising out of the Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. The Terms and Conditions shall be governed by and construed in accordance with the laws of India.

#### **20. NOTIFICATION OF CHANGES:**

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and



Conditions, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The balance available on the Card shall be liable to be utilized for all charges incurred and all other obligations under the revised Terms and Conditions. ICICI Bank shall notify / communicate the amended Terms and Conditions by hosting the same on the ICICI Bank's web site or in any other manner as decided by ICICI Bank. The Cardholder and the Buyer shall be responsible for regularly reviewing the Terms and Conditions, including amendments thereto as may be posted on ICICI Bank's website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card.

## **21. INDEMNITY:**

The Buyer agrees to indemnify and keep indemnified ICICI Bank against all and any claims, suits, liability, damages, losses, costs, charges, expenses, proceedings and action of any nature whatsoever made or instituted against ICICI Bank or incurred by ICICI Bank on account of usage of the Cards.

### **ANNEXURE I: Fees and Charges**

1. "Card Joining Fee" shall refer to the one-time fee/s, which is required to be paid by the Buyer, at the time of making the Application of the Gift card and shall amount to Rs.100 and GST additional (Rupees One Hundred and the GST only).
2. "Card Replacement Fee" shall refer to the fee/s to be paid by the Buyer for the replacement Card and shall amount to Rs. 199 and GST as applicable (Rupees One Hundred and Ninety-Nine and GST only). Card replacement fee is applicable on lost and expiry cards.
3. "Charge Slip Request/Retrieval Fee" shall refer to the fees to be paid by the Cardholder with respect to the request for the retrieval of a Charge Slip and shall amount to Rs.200 and GST additional (Rupees Two Hundred and GST only)
4. For Railway booking: "Cost of railway tickets will be recovered along with charges and taxes levied if any by the acquiring bank at actual."
5. For Fuel Surcharge: "Cost of fuel will be recovered along with charges and taxes levied if any by the acquiring bank at actual".
6. "Inactivity fee" will be levied on cards which have not been replaced for a period of 3 months post expiry where card replacement fee has been levied and shall amount to Rs. 25 and GST as applicable (Rupees Twenty-Five and GST only).