

Terms and Conditions for Eazypay- Aadhaar pay collection offer (Valid from June 1, 2017 to June 30, 2017)

Last Updated date: 5th June'17

I. DEFINITIONS

- **"Eazypay"** shall mean the mobile application owned by ICICI Bank for payment collection.
- **"ICICI Bank"** refers to ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat Pin – 390 007, and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.
- **"ICICI Bank Customer Care Centre"** refers to ICICI Bank Phone Banking Service provided by ICICI Bank.
- **"Merchant"** shall mean such establishments/entities on boarded by ICICI Bank on Eazypay platform for providing the Facility, as per the Bank's sole discretion and process in this regard, in pursuance to an Application submitted by such Merchant.
- **"Incentive"** shall mean the amount credited back to the account of the Merchant, calculated as 0.25% on every successful Aadhaar pay transaction/collection via Aadhaar pay on the basis of the Eazypay app.
- **"Offer"** shall mean the process of providing Incentive to Merchants for successful transaction if the Merchants fulfil the eligibility criteria as laid down in this terms and conditions.
- **"Program/Offer Period"** shall mean the period commencing from, 1st June 2017 up to, 30th June 2017.
- **"Aadhaar Pay"** shall mean aadhaar based merchant payment protocol which allows Merchants to take payments using customer's aadhaar number.
- **"Offer Period"** shall mean a period of June 01, 2017 to June 30, 2017 (both days inclusive).
- **"Primary Terms and Conditions"** shall mean the terms and conditions applicable to e ICICI Bank's internet banking facility/service.

All capitalized terms used but not defined herein shall have the respective meanings prescribed to them in the Primary Terms and Conditions. These terms ("Terms") shall be in addition to and not in derogation of the Primary Terms and Conditions. To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail.

II. OFFER

- Merchant shall be eligible for Incentive for every successful transaction done on Eazypay during the Offer Period.
- Merchant shall be eligible for a maximum cumulative Incentive upto Rs. 2000 per month.

- Merchants shall be eligible for Incentives only on Aadhar Pay transactions from Eazypay.
- Incentive would be credited monthly in the ICICI Bank current account of Merchant linked to Eazypay on a best effort basis.

- In case of non-receipt of Incentive, please contact ICICI Bank customer care and give your transaction id/reference number.

III. General Terms and Conditions

- ICICI Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the products/services of the Merchant.
- Any tax, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Offer shall be the sole responsibility of the Merchant ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- The participation in this Offer is entirely voluntary and it is understood, that the participation by the Merchants shall be deemed to have been made on a voluntary basis.
- The Offer shall not be available wherever it is prohibited under law and / or cannot be offered for any reason whatsoever. ICICI Bank shall be entitled, at its sole discretion, to cancel the Offer and / or the eligibility criteria of the Merchants of the Offer.
- No dispute of any nature whatsoever shall lie against ICICI bank with respect to this Offer.
- All disputes under this offer are subject to the exclusive jurisdiction of the competent courts / tribunals of Mumbai.
- All communication / notices with regard to this Offer should be addressed to eazypay@icicibank.com.
- The Merchants will not hold ICICI Bank, its group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages. costs, taxes, charges and expenses, which the participant claims to have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and/or on account of the Offer.
- If the Offer and/or anything to be done by ICICI Bank or any other entity in respect of the offer is prevented or delayed by causes, circumstances or events beyond the control of ICICI Bank or any other entity, including but not limited to computer viruses, tampering, unauthorized intervention, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government or other causes of like or similar or other character beyond the control of ICICI Bank or the other entity/ies, then ICICI Bank and/or the other entity/ies shall not be liable for the same to the extent so prevented or delayed, and will not be liable for any consequences.
- In all matters relating to this Offer, the decision of ICICI Bank shall be final and binding in all respects.
- The Merchants agree to be bound by the terms and conditions contained herein above.