

## **Terms & Conditions for Platform provided by TRANSUNION CIBIL LIMITED**

Last update date: 12<sup>th</sup> September 2019

### **1. DEFINITIONS**

- 1.1 **"Primary Terms and Conditions"** shall mean the terms and conditions applicable to current accounts offered by ICICI Bank and the corporate internet banking channel ("CIB") operated by ICICI Bank.
- 1.2 **"Partner's Page"** shall mean the webpage hosted and maintained by the Partner for providing the Service.
- 1.3 **"ICICI Bank Customer"** shall mean a person who holds a current account with ICICI Bank and uses CIB.
- 1.4 **"Partner"** shall mean **"TRANSUNION CIBIL LIMITED"**, who has entered into an arrangement with ICICI Bank for purpose of providing the Service.
- 1.5 **"Seller"** shall mean an entity providing the Services through the Partner's Platform maintained by the Partner.
- 1.6 **"Partner's Platform"** shall mean the platform provided on the Partner's Page maintained by the Partner.

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.

### **2. GENERAL**

- 2.1 ICICI Bank – CIBIL Rank (CCR) is a platform only for ICICI Bank Customer(s).
- 2.2 The Partner's Platform is being provided solely by the Partner and ICICI Bank is not providing the Partner's Platform.
- 2.3 ICICI Bank is not undertaking the business of providing on-line retail trading or shopping or directly or indirectly selling or bartering of goods by display of best price options aggregated by Partner on the Partner's Platform, located on the Partner's Page. By facilitating registration on the Partner's Platform. ICICI Bank is merely facilitating an option for obtaining CIBIL Rank to ICICI Bank Customers and shall not earn any fee or commission for such facilitation.
- 2.4 ICICI Bank is neither an express or implied agent of the Partner and/or Seller nor that of the ICICI Bank Customers.

### **3. Partner's Platform**

The Partner's Platform, located on the Partner's Page shall provide the CIBIL Rank of the customers.

### **4. TERMS AND CONDITIONS AS PRESCRIBED BY ICICI BANK**

- 4.1 ICICI Bank shall not share ICICI Bank Customer's personal sensitive information with the Partner or any other third party without ICICI Bank Customer's consent.
- 4.2 The offers that are displayed on the Partner's Platform are as provided by the Partner which are available to ICICI Bank Customer(s) are in line with the ongoing promotional policies of the Partner.
- 4.3 The role of ICICI Bank is limited to facilitating ICICI Bank Customers for obtaining their CIBIL Rank. ICICI Bank does not guarantee and make any warranty or representation about the usefulness or worthiness of the Partner's Platform or any services provided by the Partner and/or Seller.
- 4.4 ICICI Bank has not verified the authenticity or veracity of any information provided by the Partner or any Seller.
- 4.5 ICICI Bank shall not be responsible or liable in any manner whatsoever, if an ICICI Bank Customer purchases or avails any service under any offer shown on the Partner's Platform.
- 4.6 Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the ICICI Bank Customer due to purchase of any service on the Partner's Platform, shall be to the sole account of the ICICI Bank Customer. Tax deducted at source, if any, on the monetary value of the purchase of such services shall be payable by the ICICI Bank Customer.
- 4.7 The Partner's Page and the Partner's Platform is maintained by the Partner and the Partner is responsible for the content available on the same.
- 4.8 ICICI Bank Customer shall be redirected to the Partner's Page maintained by the Partner. ICICI Bank Customer acknowledges and accepts all the risks associated with using a third party website.
- 4.9 All issues / queries / complaints / grievances relating to the purchase or use of services on the Partner's Platform, if any, shall be addressed to the Partner and/or Seller directly without any reference to ICICI Bank.
- 4.10 The existence of a dispute, if any, regarding the purchase or use of any services on the Partner's Platform shall not constitute a claim against ICICI Bank and shall be addressed directly by the Partner and/or Seller.
- 4.11 The services on the Partner's Platform are not available wherever prohibited and / or for which such offers cannot be made available for any reason whatsoever.
- 4.12 ICICI Bank/ Partner reserves the right to modify/ change all or any of the terms applicable to the registration of ICICI Bank Customers on the Partner's Platform without assigning any reasons or without any prior intimation whatsoever.

- 4.13 ICICI Bank also reserves the right to discontinue the services of ICICI Bank Customers on the Partner's Platform without assigning any reasons or without any prior intimation whatsoever.
- 4.14 ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the services available on the Partner's Platform or the offers provided by the by the Partner and/or Seller along with such services.
- 4.15 Any dispute or claim regarding the services available on the Partner's Platform and the offers pertaining to such services must be resolved by the ICICI Bank Customer with the Partner/Seller directly without any reference to ICICI Bank.
- 4.16 ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any services/offers provided by the Partner/Seller by the ICICI Bank Customer on the Partner's Platform
- 4.17 ICICI Bank reserves the right to disqualify ICICI Bank Customers from the benefits of the registration on the Partner's Platform if any fraudulent activity is identified as being carried out for the purpose of availing such benefits
- 4.18 ICICI Bank Customer shall also be bound by the terms and conditions stipulated by the Partner with regard to the Partner's Platform in addition to these Terms.
- 4.19 ICICI Bank Customer shall also be bound by the terms and conditions stipulated by the Seller with regard to purchase of any services on the Partner's Platform in addition to these Terms.
- 4.20 ICICI Bank shall not be held liable for any delay or loss that may be caused in respect of the services availed on the Partner's Platform
- 4.21 ICICI Bank, its affiliates, directors and/or employees shall be held harmless and indemnified by the ICICI Bank Customer for any losses caused due to any act and/or omission of the ICICI Bank Customer while he/she avails the services on the Partner's Platform.
- 4.22 In the event of inconsistency between the Terms of ICICI Bank and the terms provided by the Partner; the Terms of ICICI Bank shall have a superseding effect.