

Terms and Conditions Governing Eazypay Web Application

Last updated date: 08 May, 2017

These terms and conditions ("Terms") apply to and regulate the provision of Facility provided by ICICI Bank. These terms are in addition to and not in derogation with the ICICI Bank's terms and conditions governing Account/s, Corporate Internet Banking, ICICI Bank 24-Hour Customer Care Centre and/or any other product / facility provided by ICICI Bank and/or its Affiliates in relation to the Facility ("Primary Terms") In case of any inconsistency between these Terms and Primary Terms, these Terms shall prevail.

DEFINITIONS:

In these Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

- (i) **"Application"** shall mean the application form prescribed by ICICI Bank for availing the Facility.
- (ii) **"Affiliate"** of ICICI Bank shall mean and include:
 - (a) any company which is the holding company or subsidiary of ICICI Bank, or
 - (b) a person under the control of or under common control with ICICI Bank, or
 - (c) any person, in which ICICI Bank has a direct or beneficial interest or control in more than 26% of the voting securities of which it has a direct or beneficial interest or control.For the purpose hereof, the expression "control" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the board of directors or owning the largest or controlling percentage of the voting securities of such person or otherwise.
- (iii) **"Business Day"** shall mean a day, not being a Sunday or a public holiday, on which banks in Mumbai are open for business and, in the context of a payment being made to or from a commercial bank in a place other than Mumbai, in such other place.
- (iv) **"Bill Amount"** shall mean the amount payable by the Payer to the Merchant towards the Product/s availed from such Merchant.
- (v) **"Facility"** shall mean payment collection facility and other services provided by ICICI Bank through its eazypay platform to the Merchant thereby enabling the Merchant to receive payment of Bill Amount payable by the Payer/s.
- (vi) **"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.
- (vii) **"ICICI Bank 24-Hour Customer Care Centre"** refers to ICICI Bank Phone Banking Service provided by ICICI Bank.
- (viii) **"Infinity"** refers to the trade name of ICICI Bank's Internet Banking Service / website owned, established and maintained by ICICI Bank at the URL www.icicibank.com.
- (ix) **"Other Bank"** shall mean any bank in India other than ICICI Bank which has opened an account and/or provided other product or services to the Payer, which may be permitted by ICICI Bank to be used by the Payer for making payments to the Merchant from time to time.
- (x) **"Payer"** shall mean such customers/members of the Merchant, from whom ICICI Bank collects payment of the Bill Amount on behalf of the Merchant through the Facility as per the details provided by the Merchant. The Payer may be an ICICI Bank customer or Other Bank customer.
- (xi) **"Product"** shall mean goods, services, consultancy, training or any other product or service, tangible or intangible provided by Merchant to the Payer, whether before or after receipt of payment through the Facility.

- (xii) **"Settlement Account"** shall mean a current and/or saving account opened by the Merchant with ICICI Bank for the purpose of collection and settlement of Bill Amount collected by ICICI Bank through the Facility.
- (xiii) **"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.
- (xiv) **"Website"** refers to www.icicibank.com, which is owned, operated and maintained by ICICI Bank.

APPLICABILITY OF TERMS AND CONDITIONS

These Terms form the contract between the Merchant and ICICI Bank for availing the Facility. By availing the Facility, the Merchant acknowledges and accepts these Terms.

1. ICICI Bank, in its sole discretion, may require submission/execution of additional documents/agreements, in a form and manner acceptable to it and/or compliance with other requirements with regard to the Facility or any related matter. The Customer shall comply with any such request/instruction of ICICI Bank within the time stipulated and in a manner satisfactory to ICICI Bank.
2. The Merchant for availing the Facility shall open a Settlement Account as may be prescribed by ICICI Bank, for the purpose of collection of Bill Amount from the Payers.
3. The Merchant undertakes to make payment of the charges/fees along with all applicable taxes, prescribed by ICICI Bank with respect to Facility. The Merchant understands that the charges/fees levied by ICICI Bank shall be dependent on the services obtained by the Merchant under the Facility. ICICI Bank reserves the right to revise any charges/ fees, for providing the Facility, if it deems appropriate by notifying the same on the Website. Continuation to avail the Facility shall be deemed acceptance of such revised charges/fees by the Merchant. The Merchant shall be liable to pay and bear the cost of telephone, communication charges and costs of internet access and any other costs incurred by it for availing of the Facility.
4. The Merchant hereby authorizes ICICI Bank for debiting its Settlement Account towards all charges/fees levied by ICICI Bank and/or charge backs, refunds raised by the Payer and/or Other Bank with respect to the Facility. The Merchant agrees to maintain sufficient balance in its Settlement Account for the purpose of debiting the said charges/fees, charge backs and/or refunds, from time to time.
5. The Merchant irrevocably and unconditionally authorizes ICICI Bank to access all his account/s for effecting banking or other transactions under the Facility and to share the account information and/or other information/details provided by the Merchant for effecting the transaction, with any third parties for the purpose of accepting/ executing such transactions.
6. The Merchant shall be liable for providing ICICI Bank with any incorrect, inadequate data or information with respect to the Payer/s, Bill Amount, and other details as may be mutually agreed between the Merchant and ICICI Bank in relation to the Facility. Any issues or complaints raised by the Payer/s in this regard shall be resolved by the Merchant and ICICI bank shall not be held responsible for the same. ICICI Bank shall not be held liable for any loss and/or damage arising out of or resulting from sharing of such incorrect, inadequate data or information by the Merchant.
7. The Merchant shall share and upload the relevant data/information as may be required by ICICI Bank for the purpose of providing the Facility, in the form and manner mutually agreed between ICCI Bank and the Merchant. In the event the data/information is not shared in the mutually agreed format, the same shall be rejected by ICICI

Bank either fully or partially. The Merchant agrees that in the event the data is shared through e-mail the same shall be shared only through the Merchant's email ID registered in ICICI Bank's records.

8. Merchant understands that for the purpose of providing the Facility ICICI Bank may obtain additional details from the Payers as may be required for carrying out the payment transaction depending upon the channel selected by the Payer in this regard.
9. The Merchant agrees that Payer's Bill Amount shall be rounded up to the next integer by ICICI Bank and payments in paise are not accepted through the Facility. The Merchant also agrees that data file formats where Bill Amount/s is mentioned in paisa may not be accepted by ICICI Bank. However, ICICI Bank reserves the right to collect the Bill Amount as per instructions received from Merchant including collection of Bill Amount in paise if mutually agreed between the Merchant and ICICI Bank.
10. The Merchant declares and confirms that the Bill Amount/s collected and/or being collected by ICICI Bank as per the data records provided by the Merchant, is due and payable to the Merchant by the Payer mentioned in such data records. ICICI Bank shall not be in any manner whatsoever held responsible for delivery and/or quality of Product/s delivered by the Merchant and/or refund of the Bill Amount, by merely collecting funds on behalf of the Merchant.
11. The Merchant shall ensure that it does not offer any Product, which are illegal or offensive or banned as per prevalent applicable laws, and regulations whether central, state, local or international, judicial pronouncement of all jurisdiction from where the Payers avail the Products or Specified Purpose Services. The Merchant agrees and understands that ICICI Bank reserves the right to suspend its services to the Merchant, until such time that the Merchant does not discontinue selling such banned/illegal Products or does not conform with all applicable laws and regulations in force from time to time. In addition, the Bank reserves the right to terminate this relationship forthwith, in the event of breach of the obligations in this term.
12. The Merchant agrees that ICICI Bank, Payment Gateway Service Provider and/or the Acquiring Banks reserve the rights to call for dispatch proof at any time and the Merchant agrees to comply with such requests forthwith.
13. The Merchant agrees to maintain the dispatch proof for a period of at least one (1) year from the date of delivery and shall be open to inspection by ICICI Bank, Payment Gateway Service Provider and the Acquiring Banks at all time.
14. The Merchant shall take all such precautions and measures directed by Payment Gateway Service Provider and ICICI Bank to ensure that there is no breach of security and the integrity of the link. The Merchant shall take appropriate steps to ensure that all Customers upon accessing the links are properly directed to the Net banking. The Merchant shall ensure that it has proper encryption and robust security measures to prevent any hacking into the information of the Customers and other data.
15. ICICI Bank, the Payment Gateway Service Provider and Acquiring banks reserves the right to set-off any amounts (i) deducted by the Acquiring Banks or Merchant in the event of (ii) rejection of Settlement Amount, (iii) refund requests, (iv) due to a valid Charge Back request raised by the Payer provided that, the Charge Back request is not resolved within 15 days or (ii) any excess credit given to the Merchant inadvertently by the Payment Gateway Service Provider from the amount payable to the Payer via ICICI Bank. Payment Gateway Service Provider may also deduct the Outstanding Amount from future Settlement Amount payable to the Payer with respect to subsequent transactions.
16. The Payment Gateway Service Provider shall have the right to directly interact with the Merchant with respect to the Net Banking Services. All Settlement Amount due to the Merchant may be suspended or delayed till such time as Payment Gateway Service Provider and/or the Acquiring Banks and/or Nodal Bank deems fit, if:

(a) The Merchant or its Payer and/or any third party commits any fraud or violates any law or legal requirement;

- (b) Payment Gateway Service Provider and/or the Acquiring Banks have reasons to believe that a fraud has been committed against the Payer, Payment Gateway Service Provider, Acquiring Banks or any third party by the Merchant, its Payers or any other third party; or has reason to believe that the Merchant or the Payer has in connivance with any other person done any fraud or assisted in the same; or any transaction has been fraudulently initiated. If after the investigation/enquiry, Payment Gateway Service Provider is satisfied that Merchant have been involved in fraudulent, misleading, illegal, unlawful, unfair/unwarranted activities and/or business practices;
- (c) the Merchant has pending Chargebacks or poses high Chargeback and/or refund Risk;
- (d) Continuous non-delivery or delayed delivery of Products to Customers; or
- (e) For any other reasonable reasons.

- 17 As a risk management tool, Payment Gateway Service Provider and/or the Acquiring Banks have reserved the right to limit or restrict transaction size, amount and/or monthly volume at any time. For the purpose of clarity such limitations or restrictions may be imposed for the following reasons including but not limited to limits/restrictions on the number of purchases which may be charged on a net banking account during any time period, rejection of Payment in respect of Payer Orders from Payers with a prior history of questionable charges, unusual monetary value of transaction, etc.
- 18 The Merchant understands that all refunds must be routed through the same Acquiring Bank payment gateway through which the Transaction was made. In the event that the Payer initiates refunds through any other mode, the Merchant shall be fully liable for all Chargebacks raised in respect of the Transaction refunded. The Merchant shall ensure that Payment Gateway Service Provider at all times have sufficient funds of the Merchants to process refunds initiated. Payment Gateway Service Provider and ICICI Bank shall not be liable to process any refund initiated in the event of insufficient funds.
- 19 The Merchant will prior to accepting any instructions from the Payers ensure that the Payers are duly registered on the website and the website will have the appropriate cancellation policy, refund policy, privacy policies, disclosures/disclaimers and terms of use pertaining to the website, the terms of the Products provided by the Merchant and terms of paying the Payers Charge are displayed conspicuously on the Website in accordance with the terms of this Agreement.
- 20 The Merchant shall permit the authorised representatives of Regulatory Authorities including RBI, to carry out physical inspections of the place(s) of business of the Merchant and other facilities of the Merchant to verify if it is in compliance with its obligations hereunder and under law.
- 21 12. The data records appearing on eazypay platform/portal shall be accordingly updated upon receipt or reversal of the payment of the Bill Amount from the Payer.
22. ICICI Bank's record/s with respect to instructions issued and/or transactions processed shall be conclusive proof and shall be binding for all purposes and may be used as evidence in any proceeding by ICICI Bank.
23. All queries and/or disputes raised by Payers with respect to failure or rejection to provide Product/s, levy of penalties, charge backs and quality of Product/s shall be handled by Merchant and ICICI Bank shall not be responsible for handling the same.
24. The Merchant hereby undertakes to execute all documents and/or comply with all the requirements / details as may be required by ICICI Bank's aggregator/s for facilitating the payment transactions. The Merchant undertakes that it shall be responsible for any loss / damage suffered by ICICI Bank as a result of or arising out of sending alerts or reminders to Payers through SMS or e-mail.

25. ICICI Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of Merchant's and Payer's information but shall not be held liable for any loss and/or damage whatsoever caused on account of breach of secrecy/confidentiality of such information due to reasons beyond the control of the Bank.
26. Any instruction and/or data or information received by ICICI Bank with respect to the Facility authenticated by the Merchant's Corporate Internet Banking credentials and /or in any other manner as may be prescribed by ICICI Bank in this regard from time to time shall be deemed to be the instruction and/or data or information shared by the Merchant. ICICI Bank shall not be held liable for carrying out any instruction and/or relying on data / information authenticated by the Merchant in the manner prescribed by ICICI Bank in this regard from time to time.
27. The Merchant agrees that ICICI Bank shall not be liable for any loss and/or damages whatsoever either direct, indirect, incidental, consequential sustained by the Payer(s) and/or Merchant and/or any other person, due to non availability of the Facility in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, hacking, changes in regulatory guidelines, software or hardware error or any other reasons arising out of any act or omission on part of the Merchant and/or Payer and/or for reasons beyond the control of ICICI Bank.
28. The Merchant agrees that ICICI Bank shall not be liable for (i) any unauthorized transactions through the Facility which can be attributed to the fraudulent or negligent conduct of the Merchant and/or Payer and/or any other Party (ii) breach of secrecy/confidentiality of any information/data related to the Merchant and/or Payer due to negligent conduct on part of the Merchant or Payer and/or any reasons beyond the control of ICICI Bank.
29. The Merchant understands that in the event of collection of an amount equal to or exceeding INR 50,000/- through the Facility the option of cash as a payment mode would be disabled for the Payer.
30. The Merchant agrees that the settlement of the Bill Amount shall vary as per the mode/channel of payment selected by the Payer. The Merchant agrees to abide with the settlement period, decided by ICICI Bank in its sole discretion from time to time, for transactions effected through different channels of payment. The settlement cycles for various payment instruments/channels is provided in the following table. 'T' refers to payment date

Payment Channel	Settlement period ('T' is the transaction date)
Cash	T
Transfer cheque	T
Clearing cheque	T+2
NEFT/ RTGS	T
Net Banking (ICICI Bank)	T
Net Banking (Non ICICI Bank)	T+1
Debit Card (ICICI Bank)	T
Debit Card (Non ICICI Bank)	T+1
Credit Card (ICICI Bank)	T+1
Credit Card (Non ICICI Bank)	T+1
ICICI Bank as PG	Same as debit and credit card

The Merchant agrees that the settlement of the transactions for payment of Bill Amount shall be carried out by ICICI Bank as per the settlement time lines mentioned above.

After receipt of the Bill Amount by ICICI Bank the same shall be credited in the Settlement Account of the

Merchant in next settlement cycle as stated above. The Merchant shall not hold ICICI Bank liable for any delay in settlement of the Bill Amount for any reasons beyond the control of ICICI Bank.

31. ICICI Bank may reject the transaction initiated by the Payer, if the Payer does not pay the exact Bill Amount as stated by the Merchant (rounded up to the next integer in case of decimals) in the data record shared with ICICI Bank.
32. I/We agree that in case of any payment of Bill Amount received through any channel is not identifiable with data/information provided by the Merchant for validation of the Payer / Bill Amount, ICICI Bank shall return the Bill Amount/funds unless validation is waived by the Merchant in writing.
33. The Merchant undertakes that it shall refund to the Payer any excess or wrong amount received through the Facility and ICICI Bank shall not be liable for any loss / damage arising out of or resulting from such excess or wrong receipt of funds or failure to refund the same by the Merchant. However, in case of double payment or where there is wrong or multiple payment due to system or other error on part of ICICI Bank or if such payment is required to be refunded as per regulations and banking practice governing the settlement cycle of the payment channel used, ICICI Bank shall return such amount fully or partially and also deduct charges, if any, for handling of exceptional transactions. The Merchant agrees that any update or change in the bill upload format will be considered for update only after expiry of the current bill file uploaded on the eazypay portal/platform. The Merchant understands that the modification in the bill upload format would reflect within 48 hours after the expiry of the current bill file uploaded on Eazypay portal/platform.
34. The Merchant agrees that any update or change in the bill upload format will be considered for update only after expiry of the current bill file uploaded on the Eazypay portal/platform. The Merchant understands that the modification in the bill upload format would reflect within 48 hours after the expiry of the current bill file uploaded on Eazypay portal/platform.
35. The minimum and maximum transaction amount to be collected through the Facility shall be as stipulated in Application and the same shall be subject to regulatory guidelines and/or ICICI Bank's policy in this regard based on channel opted by Payer.
36. The due date for any Bill Amount shall be the last date of collection of the said bill mentioned in the data record file uploaded by the Merchant in the eazypay platform/portal. In the absence of due date field in the data file uploaded by the Merchant, ICICI Bank shall continue to collect the Bill Amount as and when paid by the Payers.
37. The bill uploaded on eazypay platform/portal will be removed from eazypay portal post selection by the Payer of a mode/option for payment or actual payment (depending upon payment channel selected) and the same shall not be visible to Payer after expiry of the due date thereof.
38. The Merchant agrees and undertakes that in case of dishonoring of cheque/s submitted by the Payer, the penalty levied by ICICI Bank for such dishonor of cheque shall be borne by the Merchant and not by Payer.
39. The Merchant agrees that for NACH (National Automated Clearing House) payment, the responsibility for accepting the NACH mandate lies with the Merchant and ICICI Bank will only be involved in processing the mandate submitted by Payer for NACH based payment where the Payer is an ICICI Bank customer.
40. The Merchant agrees not to hold ICICI Bank liable for any disputes arising out of charges or applicable taxes levied by ICICI Bank to the Payer. The Merchant agrees that the payment information for bills collected through eazypay will be available on the eazypay portal for a period as mutually agreed between ICICI Bank and Merchant or up to last date up to which payment against such bill can be received.

41. ICICI Bank shall in no way be held responsible or liable for delay, failure and/or untimely delivery of SMS password/OTP and/or Email /SMS Alerts due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of ICICI Bank and/or its service provider(s).
42. ICICI Bank reserves the right to change any of these Terms without giving any prior notice or intimation to the Merchant in this regard.. ICICI Bank may communicate the amended Terms by hosting the same on its website or in any other manner as decided by ICICI Bank, which amended terms will be binding on the Merchant. The Merchant shall be responsible for regularly reviewing these Terms including amendments there to as may be posted on the website of ICICI Bank and shall be deemed to have accepted the amended Terms by continuing to use the Facility.
43. In consideration of ICICI Bank providing the Facility, the Merchant, at its own expense, without any delay and demur, agrees to indemnify, defend and hold harmless, ICICI Bank, its directors and employees, representatives, agents and/or its affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that ICICI Bank may incur, sustain, suffer or be put to at any time due to or arising out of or related to:
 - (i) ICICI Bank acting on or omitting or refusing to act on any instructions given by the Merchant and/or Payer or otherwise for use of the Facility or
 - (ii) failure to provide the Facility or any delay in providing the Facility due to any failure, issue, error or discrepancy in the technology network of ICICI Bank and/or any service provider and/or
 - (iii) the Merchant permitting any third party to use the Facility.
 - (iv) breach of any Intellectual property rights and confidentiality obligations.
44. ICICI Bank will collect payments from other third party bill payment channels i.e. third party aggregators and provide a consolidated MIS and payment only if such third party aggregator provides the information on Bill Amount/s paid in the specified format as required by ICICI Bank and they also provides the Bill Amount paid by the Payers.
45. The Merchant agrees that unless validation support is availed by the Merchant under the Facility and appropriate bill upload data is provided to ICICI Bank by the Merchant in this regard, ICICI Bank will collect payment of Bill Amount without validation and credit the Settlement Account and will provide MIS in form of transaction details. ICICI Bank in such scenario shall not be held liable for collection of amount that may be different from the amount payable by the Payer to the Merchant.
46. The Merchant agrees that ICICI Bank is not liable for reconciliation of collections made through the Facility and shall merely provide support to the Merchant in reconciliation by providing reports in the formats prescribed by ICICI Bank in this regard. The Merchant agrees to pay charges levied by ICICI Bank for receiving such support.
47. These Terms and/or use of the Facility by the Merchant shall be governed by the laws of India. The Merchant hereby agrees that any dispute, legal action or proceedings arising out of or with respect to the Facility and/or the Terms shall be brought in the courts or tribunals at Mumbai in India. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings with respect to or arising out of the Facility and/or the Terms in any other court, tribunal or other appropriate forum, and the Merchant hereby consents to that jurisdiction. Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.
48. Besides the above, the Merchant agrees that terms and conditions stipulated by ICICI Bank with respect to the various payment channels provided by ICICI Bank in relation to the Facility and terms and conditions of third party aggregators would be applicable in relation to the Facility.

49. The Merchant can call ICICI Bank 24-Hour Customer Care Centre to find the status of any request placed by the Merchant. Any complaints with respect to the Facility can be registered at ICICI Bank 24-Hour Customer Care Centre.
50. The settlement of funds will be done on next available settlement cycle on next working day in geography in which settlement in Merchant account is being effected.
51. The Merchant shall obtain appropriate consent from its Payers for receiving payment reminders, links, transaction messages from ICICI Bank including One Time Password and other communications for facilitating payments of Bill Amount, through e-mail, mobile or any other channel as may be used by ICICI Bank from time to time. The Merchant hereby agrees that it shall indemnify ICICI Bank its Affiliates, directors, employees for any loss or damage suffered due to sending such e-mails, messages or other communications to the Payers. Further, the Merchant shall be responsible for resolution of issues raised by the Payers with respect to receipt of said communications.
52. The Merchant shall inform the Payers, through its website or through any other mode of communication such as emails, short messaging service (SMS), about the payment options available on Eazypay and the probable receipt of communications which the Payer will receive from Eazypay portal for making payments of the Bill Amount.