

MINE Credit Card by ICICI Bank – Terms & Conditions (“Mine Terms”)

I. Definitions

1. **“Calendar Month”** means calendar month according to the Gregorian calendar.
2. **“Statement”** shall mean monthly statement/s of the Card Account (*defined below*) sent by ICICI Bank to a Card Member (*defined below*) setting out the financial liabilities as of on that date, of the Primary Cardholder (*defined below*) and any Supplementary Cardholder (*defined below*) to ICICI Bank in respect of the Card Account.
3. **“Card Account”** or **“Mine Account”** means the account opened by ICICI Bank for issuance, billing and maintenance in relation to the specific Card (*defined below*) issued to the Cardholder(s) (*defined below*).
4. **“Card(s)”** means the MINE credit card issued by ICICI Bank.
5. **“Cardholder(s)”** means the authorized holder of a valid Card(s).
6. **“ICICI Bank”** shall be mean ICICI Bank limited, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at ICICI Towers, Near Chakli Circle, Old Padra Road, Landmark, Race Course Circle, Vadodara, Gujarat 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051.
7. **“Key Brand(s)”** shall mean and include the merchants for whom, accelerated rewards will be provided, depending on the Plan selected by the Cardholder(s). These key brand(s) can be added, removed or altered at the sole discretion of ICICI Bank from time to time.
8. **“Merchant Category Codes (MCC)”** means the classification used by Network Partner(s) (*defined hereinafter*) to classify the Merchant(s) (*defined below*) and Key Brand(s) on the basis of the type of goods or services provided by them.
9. **“Merchant(s)”** means a provider of goods and services that accepts payments made through the Card(s).

10. **"MineCash"** means reward points earned by the Cardholder(s) on the basis of the Qualifying Transactions (*defined hereinafter*) and in accordance with the Plan (*defined hereinafter*) chosen by the Cardholder(s).
11. **"Network Partner(s)"** shall mean and refer to VISA/Mastercard/American Express or any other partner that processes transactions between merchants and issuers.
12. **"Non-Qualifying Transaction(s)"** means the payment(s) made by the Cardholder(s) to the Merchant(s) or the Key Brand(s) using the Card(s), which do not qualify for MineCash or any other Plan Benefits (*defined below*), in accordance with the terms and conditions prescribed by ICICI Bank, from time to time. Spends incurred over fuel transactions, utility transactions, electricity transactions, cash withdrawal through ATM and/or exchange houses, balance transfers, cash-on-call, Merchant EMI (Equated Monthly Instalment) transactions, EMI-on call transactions, any insurance and fee levied by ICICI Bank, any adjustment entries made by the bank and/ or other transactions on the Card that ICICI Bank determines as not eligible for MineCash, from time to time at its sole discretion.
13. **"Plan"** refers to the different set of benefits offered to the Cardholder(s), as prescribed by ICICI Bank from time to time.
14. **"Plan Benefit(s)"** means the set of benefits including but not limited to MineCash, that is offered to the Cardholder(s) based on the Plan chosen by such Cardholder(s). The benefits provided shall be on the basis of the Qualifying Transactions (*defined hereinafter*) completed by such Cardholder(s) while to purchase the goods/services offered by the Merchant(s) under Key Brand(s).
15. **"Plan Change(s)"** means change of the Plan previously selected by the Cardholder(s) to another Plan by such Cardholder(s).
16. **"Plan Cycle"** means the cycle starting from 1st of calendar month up to last day of the same month, during which the Card remains enrolled for a specific Plan.
17. **"Plan Enrolment Date"** means the date of activation of the selected Plan which shall always be the 1st day of the next month after the Plan was selected.

18. **"Plan Fees"** is the monthly fee charged to the Cardholder(s), on the basis of the Plan selected by them.
19. **"Posting Date"** means the date specified in a Statement when a transaction made on the Card is received by ICICI Bank and posted to the Card Account.
20. **"Primary Card"** means a Card other than the Supplementary Card(s) (*defined below*) but linked to the same Card Account as the Supplementary Card(s).
21. **"Primary Cardholder"** means the person in whose name the Card Account has been opened and to whom the Primary Card has been issued.
22. **"Qualifying Transaction(s)"** refers to transactions made by the Cardholder(s) to the Merchant(s) or the Key Brand(s) using the Card(s), which qualify for MineCash or any other Plan Benefit(s), in accordance with the terms and conditions prescribed by ICICI Bank, from time to time.
23. **"Redemption Handling Fee"** shall mean the fee levied by ICICI Bank upon every reward redemption request. The fee is charged towards the handling of the rewards.
24. **"Scheme Termination Date"** means the date at which ICICI Bank decides to close the Card-related program.
25. **"Spend(s)"** shall be authorized transactions counted on the basis of the Qualifying Transaction(s) made by the Cardholder(s), excluding the Non-Qualifying Transactions(s), transactions that are reversed or refunded by the Merchant(s) or the Key Brand(s), ICICI Bank or the Network Partner(s) and transactions that are cancelled by Cardholder(s).
26. **"Supplementary Card(s)"** means a card other than the Primary Card but linked to the same Card Account as the Primary Card.
27. **"Supplementary Cardholder(s)"** means the person nominated by the Primary Cardholder to use the Card Account and in whose name ICICI Bank has issued a Supplementary Card(s).

28. **"Transaction Date"** means the date specified in Statement as the day on which a transaction using the Card(s) took place.

II. Interpretation

1. Any term referenced but not defined herein would be interpreted in accordance with the agreement pertaining to Card(s) entered into between the Primary Cardholder and ICICI Bank (the **"Credit Card Agreement"**).
2. These terms and conditions governing the Card supplement, but does not in any way amend or contradict the terms and conditions Credit Card Agreement.
3. In addition to these Mine terms, the Card(s) shall be governed by the 'Terms & Conditions Governing Credit Card Facilities' (the **"Credit Card Terms"**) and the 'Most Important Terms and Conditions' (**"MITC"**), as revised by ICICI Bank, from time to time. In the event of any contradiction between Credit Card Terms and these Mine Terms, the latter shall supersede.

III. The Card program

1. The program provides accelerated rewards under various Plans on usage of the Card at specified merchants, as decided by ICICI Bank from time to time. The detail of the benefits, the terms and qualifications are provided in these Mine Terms below.
2. The Card(s) allow eligible Cardholder(s) to accumulate MineCash on Qualifying Transaction(s) posted on their Card(s) during the Plan Cycle, in accordance with the applicable terms and conditions and subject to the cap on MineCash as prescribed by ICICI Bank from time to time.
3. In case a Qualifying Transaction is reversed at a later date, the MineCash earned on account of the such transaction shall be deducted from the Cardholder(s)' Card Account in accordance with the applicable Plan at the time such transaction took place strictly on a best effort basis.
4. A Plan fee is charged for the Plan Cycle in full, regardless of cancellation of the Plan or Plan Change(s) during the month. The Plan fee shall be reversed and refunded to the

Cardholder(s) if their total spends on the Card(s) during a Plan Cycle is equal to or more than the amount defined by ICICI Bank from time to time at its absolute discretion

5. All Cardholder(s) shall be billed on a monthly basis for all charges incurred by the use of the Card(s) and for all charges applicable to the Card Account. However, there may be no Statement generated for the period in which there has been no outstanding due and no transaction on the Card Account in the past month. This billing Statement will be dispatched on a monthly basis to Cardholder(s) at their mailing address according to our records by post and/or by e-mail.
6. Only the Qualifying Transaction(s) posted in the Card Statement during the Plan Cycle would be considered eligible for the Plan Benefit(s). The billed amount of the Qualifying Transaction(s) will be considered for calculation of MineCash in the Statement.
7. The calculation of the MineCash shall be on a best effort basis during the Plan cycle. However, the transactions posted on the last day of the Plan Cycle may not be considered for MineCash. In such scenario, these transactions posted on the last day of the Plan Cycle shall be considered in the following calendar cycle for MineCash calculation, in accordance with the applicable Plan selected by the Cardholder(s) in the following Plan Cycle.
8. ICICI Bank reserves the right to revise, change or discontinue Plan Benefits on the Card(s), from time to time, without assigning any reason whatsoever. Notwithstanding anything contained in these Mine terms, the Credit Card Terms or the MITC, shall not be construed as an obligation on ICICI Bank to continue the Plan Benefit(s) on the Card(s).

IV. MineCash eligibility

1. The Cardholder(s) shall by default be eligible for Plan Benefit(s) depending on the Plan(s) selected by them.
2. Provided however that, Plan Benefit(s) shall be open only to such Cardholder(s) as determined by ICICI Bank from time to time and whose Card(s) are not blocked, and are in good standing as determined by ICICI Bank at its sole discretion.

V. Plan enrolment

1. ICICI Bank may impose Plan Fees at its absolute discretion.

2. For new Cardholder(s), the Plan shall be default be 'Plan 149' until the 1st of the following month.

VI. MineCash

1. The Cardholder(s) will earn MineCash on Qualifying Transactions calculated in accordance with the Plan chosen by the Cardholder(s) during a Plan Cycle.
2. Merchant identification for Merchant(s) transactions towards whom shall result in accrual of Plan Benefits shall be based on a combination of merchant category codes (MCC) as defined by the Network Partner(s) and the merchant names as captured in the Statement.
3. It may be noted that MCCs are classified by Network Partner(s) and may vary from time to time. ICICI Bank has no control over the MCC classification and will not entertain or be liable for any claims made by the Cardholder(s) relating to incorrect classification or interpretation of the MCCs, including claims made by the Cardholder(s) relating to incorrect Merchant names including the misspellings, incorrect word sequences etc.
4. The maximum value of MineCash that can be earned in a Plan Cycle shall be prescribed by ICICI Bank from time to time and may be changed by ICICI Bank at its sole discretion.
5. Any waivers, reversals or reductions in Plan Fees shall be at the sole discretion of ICICI Bank.
6. All Qualifying Transactions posted to the Card Account are eligible to earn MineCash. This will include the transactions from Merchant(s) as defined in the Plan selected by the Cardholder(s).
7. MineCash earned during a Plan Cycle will be rounded off to the nearest whole number. ICICI Bank at its sole discretion may round up or round down the MineCash to the nearest whole number.
8. Cardholder(s) shall earn the MineCash as per the reward rate and on the basis of whether the specific Merchant(s) has been listed by ICICI Bank under their selected Plan. If the Cardholder(s) wishes to change the Plan, the enrolment for any other Plan shall only be effective after the Plan Enrollment Date which shall be 1st of the following month.
9. MineCash accumulated by Cardholder(s) on the Card(s) cannot be combined or used in conjunction with rewards that have accrued to the Cardholder(s) on their other cards at the

time of redemption. MineCash cannot be transferred to any other card or cardholder loyalty program unless otherwise specifically notified by ICICI Bank.

10. MineCash is not transferable by operation of law or otherwise to any other person or entity. MineCash is an accrual payable solely at the discretion of ICICI Bank; it is not an attachable account (account with INR balance) balance and neither is it a balance which may be transferred to any other person or entity.
11. In the event of Cardholder(s) have multiple Card Account(s), ICICI Bank at its sole discretion may choose not to reward the MineCash in the either/second Card Account.
12. In the event ICICI Bank, at its sole discretion, determines that the Card(s) is(are) being used for commercial purposes and is not in line with the fair usage of the product, ICICI Bank at its sole discretion may debit the MineCash so earned in such Card Account.
13. The validity of earned MineCash is for 03 years from the date of crediting the MineCash in the Card Account.
14. MineCash earned by a Supplementary Cardholder(s) will accrue to the account of the Primary Cardholder.

VII. Redemption & forfeiture

1. The Cardholder(s) will be able to redeem the MineCash through the I-mobile application only.
2. The Cardholder(s) must be in good standing with ICICI Bank across their banking relationship including any accounts, deposits, loan, overdraft or card facilities, to be eligible for MineCash. Specifically, their credit cards with ICICI Bank, including the Card(s), must not be overdue, suspended, blocked, cancelled or terminated by ICICI Bank. In the event the aforementioned conditions are not met, ICICI Bank at its sole discretion may decide to disallow MineCash redemption.
3. If any time before the Scheme Termination Date, the use of the select Card is withdrawn, or cancelled, or is liable to be cancelled, or the Card Account is blocked due to defaulting, all MineCash then standing to the credit of the Cardholder(s) shall *ipso facto* stand immediately and automatically cancelled.

4. MineCash earning in a Plan Cycle shall be restricted to the value of Qualifying Transaction(s), up to the credit limit assigned to the Card. For the sake of clarity, if the credit limit on the Card(s) is Rs. 50,000, then only Qualifying Transactions of a total value of Rs. 50,000 in a billing cycle would be eligible for MineCash.
5. In the event a Qualifying Transaction is reversed or cancelled at a later date, the MineCash credited to the customer will be debited from the accrued balance of the MineCash.
6. The MineCash redemption request shall be accepted from the Primary Cardholder only. On successful redemption, the MineCash redeemed shall automatically stand reduced or debited from the accrued balance of the MineCash for Cardholder. Option of redemption once invoked by the Primary Cardholder cannot be subsequently canceled / withdrawn / changed at the instance of the Cardholder. A Redemption Handling Fee + Goods and Services Tax (GST) will be charged on every ICICI Bank rewards redemption request for MineCash earned on the Cards. The same will be charged to the Cardholder(s) in the monthly statement.

The details of the Redemption Handling Fee to be levied are as under:

Reward Scheme	Redemption Handling Fee
MineCash	₹ 99 + Goods and Services Tax

VIII. Change of Plan

1. The Primary Cardholder will be able to change the Plan only through I-Mobile application. Only the Primary Cardholder may request for change in Plan.
2. All Plan Change requests received will be effective from the 1st of the next calendar month if the request is received on any date of the current calendar month. Accordingly, the Cardholder(s) will be billed in full as per the existing plan fee until the plan change takes effect.
3. In case of multiple Plan Change requests, ICICI Bank will apply the Plan Benefits and Plan Fee applicable to the last request received as on the last day of that month
4. ICICI Bank reserves the right to restrict or change the number of Plan Changes permissible from the Enrolment Date.

IX. General

1. The Plan Fee reversal on reaching the Plan-wise respective milestone spends in the Plan Cycle will be credited to the Cardholder(s) in the form of MineCash only.
2. All Card(s) shall have the fixed billing cycle: 16th of every month, there will be no billing cycle change allowed.
3. Fraud and/or abuse relating to earning and redemption of MineCash may result in forfeiture of the MineCash as well as termination and cancellation of the Card(s).
4. ICICI Bank reserves the right to cancel, suspend, change or substitute the MineCash or the MineCash conditions or the basis of computation of MineCash or the terms and conditions applicable thereto at any time, with notice to the Cardholder(s), without assigning any reason(s) to the Cardholder.
5. ICICI Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder(s) in respect of any matter in relation to this program and the fulfillment of any redemption request.
6. The Cardholder(s) shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of ICICI Bank and the Cardholder(s) shall indemnify and hold ICICI Bank harmless in respect thereof.
7. ICICI Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-installment of MineCash shall be final, conclusive and binding on the Cardholder(s).
8. On the termination of this Card program,, ICICI Bank may decide to either continue the Card(s) with an alternate program or replace such Card(s) with any other credit card(s) as issued by ICICI Bank from time to time.
9. ICICI Bank may at its sole discretion decide to outsource the program, creation and maintenance of the Mine Account to a third-party legal entity for provision of redemption and other services linked to the one account.
10. Any variation, alteration, modification, and/or amendment to the terms and conditions shall be published on ICICI Bank's website [https://www.icicibank.com/Personal- Banking/rewards/index.page](https://www.icicibank.com/Personal-Banking/rewards/index.page) and shall supersede the earlier terms and conditions communicated to the Cardholder(s).

X. Additional terms and conditions for the Card(s)

1. Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of ICICI Bank / third party.
2. If the Cardholder(s) ceases to be a cardholder at any time during the subsistence of the Card(s) program, all the benefits shall lapse and shall not be available to the Cardholder(s).
3. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.

4. All communication / notices with regard to this Offer should be addressed to "ICICI Bank Limited, ICICI Phone Banking Centre, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032".
5. In all matters relating to the Card(s), the decision of ICICI Bank shall be final and binding in all respects.
6. ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Card(s) without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Card(s) or any benefit being offered on the Card(s) without assigning any reasons or without any prior intimation whatsoever.
7. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under this program shall be borne solely by the Cardholder(s) and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
8. ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the third parties. Any dispute or claim regarding the goods, services and assured gifts / prizes must be resolved by the Cardholder(s) with the third parties directly without any reference to ICICI Bank.
9. 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 goods/ services / offer availed by the Cardholder(s) offered by the third parties.
10. ICICI Bank reserves the right to disqualify the third parties or Cardholder(s) from the benefits of the alliance if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under any alliance or otherwise by use of the Card(s).
11. The benefits shall be provided by the third parties and the Cardholder(s) shall be bound by the terms and conditions stipulated by the third parties in this regard.
12. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services.
13. The benefits shall not be available wherever prohibited and / or on products / services for which such alliances cannot be offered for any reason whatsoever.
14. Notwithstanding anything contained in this document, ICICI Bank shall not be held liable for any default or delay in performance of any obligation pertaining to these offers, due to unavoidable situations, beyond the reasonable control of ICICI Bank and not attributable to ICICI Bank including but not limited to fire, flood, casualty, pandemic or outbreak of any disease, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, national calamity, riot, Act of God, any enactment by a law-making authority or the act of any other legally constituted authority, changes in the applicable law, or default of third party or any cause or event arising out of or attributable to war, other than shortage or lack of money.

