

Terms & Conditions for ICICI Bank Meal Card

These Terms & Conditions apply to and regulate the provision of Meal Card facility provided by ICICI Bank Limited.

Definitions:

"Affiliate" means and includes:

- (a) any company which is the holding or subsidiary company of ICICI Bank Limited (ICICI Bank), or
- (b) a person under the control of or under common control with ICICI Bank, or
- (c) any person, in 26% or more of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of the definition of Affiliate, "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;

"ICICI Bank" shall mean ICICI Bank Limited, i.e. the proprietors of the Meal Card, its successors, assignees and nominees as appointed by ICICI Bank.

"Card Account" means the account opened in the name of the Card Member and maintained by ICICI Bank for the purpose of usage of the Card as per the Terms and Conditions contained herein.

"Card Member" means such employees/consultants/agents/distributors of an Enterprise, to whom the Meal Card is issued by ICICI Bank, at the request of the Enterprise.

"Current Account" shall mean the current account of the Enterprise against which the Meal Card is provided to the Enterprise.

"Enterprise" shall mean any company, partnership firm and/or sole proprietorship firm that desires to utilize the facility of Meal Card provided by ICICI Bank, to its employees/consultants/agents/distributors, as the case may be.

"Meal Card" or "Card" shall mean a pre-paid Visa/VISA electron card issued by ICICI Bank for the limited purpose of meeting the food & beverage expenses only of the employees/agents/consultants/directors of the Enterprise, at the request of the Enterprise.

"ICICI Bank Customer Care Centre" refers to phone banking service provided by ICICI Bank, which is available to all ICICI Bank Card Members.

"Merchant Establishment" means eating joints or outlets selling food and/or beverages and which honour the Card and includes retailers, distributors, or manufacturers.

"Meal Card Agreement" means the agreement executed by the Enterprise with ICICI Bank, and includes any amendments made thereto from time to time.

"Statement" means the billing statement sent by ICICI Bank to the Card Member setting out the financial transactions carried out on the Card along with the balance, if any, in the Card Account.

"Tariff Annexure" refers to the annexure detailing the charges applicable for services offered on the Card. These charges are subject to changes at the sole discretion of ICICI Bank. However such changes in charges may be made only with prospective effect giving prior notice of 1 month to the Card Member. These charges are subject to change without prior notice at the sole discretion of ICICI Bank.

"Transaction Instruction" means any instruction given by a Card Member, directly or indirectly, to ICICI Bank, to effect a transaction on the Meal Card.

CARD SERVICES

Meal Cards shall be issued by ICICI Bank at the request of and upon nomination by the Enterprise. Also, the Card will be cancelled at the request of the Enterprise or if the Enterprise is unable or unwilling to meet its obligations under these Terms and/or the Meal Card Agreement. The Card Member and the Enterprise shall be bound jointly & severally by these Terms & Conditions, the Meal Card Agreement and policies stipulated by ICICI Bank, from time to time, in this regard.

Meal Card shall not be transferable.

The Card shall be valid only till the date of expiry as printed on the face of the Card. The Card Member shall sign on the reverse of the Card immediately upon receipt of the same.

In case the Card Member desires to alter his/her signature, the Card Member shall intimate ICICI Bank about the same and execute necessary documents as prescribed by ICICI Bank and/or under law, in this regard.

USE OF THE CARD:

- (a) The Card Member shall use the Card only for food, beverage and ready-to eat items. The Meal Card shall be valid only in India and only up to the last day of the month as indicated on the Card. ICICI Bank and the Merchant Establishment concerned, reserve the right, at anytime, to refuse the use of the Card at that Merchant Establishment, for any reason, whatsoever. Any charge levied by the Merchant Establishment on the purchase made by the Card Member using the Card, shall be settled by the Card Member with the Merchant Establishment directly and ICICI Bank shall not be responsible for the same.

- (b) Upon usage of the Meal Card at a Merchant Establishment, it shall be the Card Member's responsibility to sign and collect the customer copy of the charge slip/s upon making payment using the Card.
ICICI Bank shall not provide copies of the charge slips to the Card Member, provided however that if the Card Member makes such request within forty-five days of the relevant transaction, ICICI Bank may, at its sole discretion, provide copies of the charge slips at a charge mentioned in the Tariff Annexure.
- (c) The Card Member's right to use the Card shall be terminated by ICICI Bank forthwith in the event of:
- (i) closure and/or suspension of the Current Account by the Enterprise;
 - (ii) creation of any encumbrance or charge on the Current Account;
 - (iii) instructions for allocation of the money from the Current Account towards a Meal Card are not received from the Enterprise in accordance with the Meal Card Agreement;
 - (iv) loss or theft of the Card.
- (d) The Card Member shall act in good faith at all times in relation to all dealings with the Meal Card and ICICI Bank.
- (e) The Card Member shall accept full responsibility for wrongful use of the Meal Card and which is in contravention of these Terms and Conditions. The Card Member shall indemnify ICICI Bank to make good any loss, damage, interest, or any other financial charge that ICICI Bank may incur and/or suffer, whether directly or indirectly, as a result of the Card. Member committing violations of these Terms and Conditions
- (f) ICICI Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Meal Card, without assigning any reason there of
- (g) The Card Member agrees that he will not use the Card for payment of any illegal/unlawful purchase/purposes.
- (h) "ICICI Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."

BREACH & TERMINATION/WITHDRAWAL:

(A) Breach:

In the event of any breach of these Terms & Conditions by any Card Member:

- (i) notwithstanding any other provision of these Terms & Conditions, the Card Member will remain liable for any loss, directly or indirectly, resulting from such a breach; and
- (ii) the Card Member shall be liable to pay to ICICI Bank, upon demand, all amounts outstanding from the Card Member to ICICI Bank.

(B) Termination:

- (i) The Card Member may at any point of time, by giving 45 days prior notice in writing to ICICI Bank request for termination of provision of Meal Card facility. The aforesaid notice will not take effect till the Card has been cut in four (4) pieces and defaced by cutting off the top right hand corner ensuring that both the hologram and magnetic stripe have been cut, and has been

received by ICICI Bank. Save as aforesaid, the Meal Card may not be terminated. Notwithstanding the termination of the Meal Card Account, the Card Member shall continue to remain liable for all the Charges incurred before and subsequent to the termination of the Meal Card, till the cancelled Cards are returned to ICICI Bank as stated herein above.

The Card Member will indemnify ICICI Bank and hold ICICI Bank harmless for any / all losses caused due to cancellation (wrongful or otherwise) of a Card. No notification of employment termination by the Enterprise or instruction to cancel a Card by the Card Member shall be valid unless given in writing against acknowledgment.

- (ii) In the event charges are incurred on the Card after the Card Member claims to have destroyed the Card, the Card Member shall be entirely liable for charges incurred on the Card, whether or not, the same are as a result of misuse of the Card if ICICI Bank has not been intimated of the destruction of the Card.
- (iii) ICICI Bank may by giving 45 days prior notice in writing to the Enterprise terminate the Card Account and the Card, with or without cause and without liability on its part whatsoever. If ICICI Bank revokes the Card of any Card Member, ICICI Bank will notify the Enterprise thereof and the Enterprise will use their best efforts to promptly notify the Card Member of the revocation/ cancellation and to obtain each of the revoked/ cancelled Card, each cut in four pieces ensuring that the hologram and magnetic strip are destroyed, to surrender the same to ICICI Bank.
- (iv) On termination of the Card and notwithstanding any prior agreement between ICICI Bank and the Card Member to the contrary: (A) the total of all the Charges then outstanding, whether or not already reflected in the Statement and, (B) the amount of any voluntary charges incurred after termination (with effect from the date of relevant Transaction Instruction), shall become forthwith due and payable by the Card Member as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time
- (v) ICICI Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason thereof. In case of a temporary withdrawal, the privileges may be reinstated by ICICI Bank at its sole discretion. In case of a permanent withdrawal, ICICI Bank has a right to refuse membership to the Card Member permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Card Member shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by ICICI Bank.

Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the mailing address of the Card Member, as per the records of ICICI Bank, is received by the Card Member through ordinary post.

The Card Member agrees to surrender the Card to ICICI Bank, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

CHARGES:

A) Charges shall include voluntary and involuntary charge, details of which are given hereunder:

(a) Voluntary Charge:

- (i) The amount of any purchase of any goods made by a Transaction Instruction
- (ii) Any amount which the Card Member has requested ICICI Bank to debit the Card Account with, by virtue of a Transaction Instruction.

(b) Involuntary Charge:

- (i) Any fees charged by ICICI Bank in respect of the Meal Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable
- (ii) Service charges on specific types of transactions

The method of computation of such charges will be as notified by ICICI Bank, from time to time.

B) ICICI Bank's record of the amount of any charge shall, in the absence of manifest error, be final and binding on the Card Member, and shall be conclusive in any case where ICICI Bank has effected any payment which constitute a voluntary charge.

All statutory taxes, service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Card, will be borne by Card Member and shall be recovered in addition to service charges levied by ICICI Bank.

C) Delayed or Amended Charges

- (i) A Merchant Establishment may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for any transactions.
- (ii) A delayed or amended charge shall be processed within 90 calendar days of the transaction date of the related Transaction Instruction.

D) The Card Member shall become liable to pay as soon as a charge has been incurred by use of the Meal Card. For details on Charges, refer to Tariff Annexure. These charges are subject to changes at the sole discretion of ICICI Bank.

However such changes in charges may be made only with prospective effect giving prior notice of 1 month to the Card Member.

- E) ICICI Bank, at its sole discretion, may levy service charges for the facilities provided by Bank, in parts subject to maximum limit/s as decided by the Bank from time to time

LOST, STOLEN OR MISUSED MEAL CARDS:

If a Card is lost or stolen, the Card Member must immediately report such loss/theft to ICICI Bank's 24 Hour Customer Care. However, in case of loss of Card due to theft, the Card Member must also file a FIR with the local police and should be able to produce a copy of the same upon request by ICICI Bank. ICICI Bank will, upon adequate verification, suspend the Card and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Card Member/Enterprise.

The Card Member shall take cognisance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Card Member declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Card Member shall promptly cut the Card in 4 pieces and return the same to ICICI Bank for cancellation. The Card Member is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. In the event that ICICI Bank determines that the Card Member has failed to take the steps as mentioned above in case of loss / theft / destruction of the Card and the same are questionable, financial liability on the lost, stolen or damaged Card would rest with the Card Member and could even result in cancellation of the Card.

No liability shall accrue upon the Card Member for any unauthorized transactions done on the Card from the time such Card has been reported lost/ stolen/ damaged and upon ICICI Bank having suspended the Card. Liability of any transaction made on the Card post reporting its loss/ theft/ damage shall fall upon the Bank. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, ICICI Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction.

EXCLUSION OF LIABILITY:

Without prejudice to the foregoing, ICICI Bank shall be under no liability, whatsoever, to the Card Member, in respect of any loss or damage arising, directly or indirectly, out of:

- (a) any defect in any goods or services supplied,
- (b) the refusal of any Merchant Establishment to honour or accept the Meal Card,
- (c) the malfunction of any computer terminal,
- (d) the giving of Transaction Instruction by any person other than the Card Member,

- (e) any statement made by any person requesting the return of the Meal Card or any act performed by any person in conjunction,
- (f) handing over of the Meal Card by the Card Member to anybody other than ICICI Bank or its representatives,
- (g) ICICI Bank exercising its right to demand and procure the surrender of the Meal Card prior to the expiry date exposed on its face,
- (h) The exercise by ICICI Bank of its right to terminate usage of any Meal Card or the Current Account.
- (i) Any injury to the credit character and reputation of the Enterprise or the Card Member, alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any Merchant Establishment/mail order establishment to honour or accept the Card,
- (j) Any mis-statement, mis-representation, error or omission in any details disclosed to ICICI Bank.
- (k) Any discrepancy between the amount loaded to a Card upon receipt of instructions in this regard from the Enterprise and the amounts agreed upon between the Card Member and the Enterprise

DISPUTES

Any charge slip, or other payment requisition, received by ICICI Bank for payment shall be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Card Member, unless the Card is lost, stolen or fraudulently misused, the burden of proof for which, shall be on the Card Member. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Card Member at a Merchant Establishment by use of the Card, which is not recorded as a charge. Signature of the Card Member on such charge slips together with the Card number noted thereon shall be conclusive evidence of the liability incurred by the Card Member. ICICI Bank shall not be required to ensure that the Card Member has duly received the purchased goods or services.

SETTLEMENT OF DISPUTES:

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

QUALITY OF GOODS & SERVICES

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

DISCLOSURES:

The Card Member acknowledges that the information on his/her usage of the Card is exchanged amongst banks and financial entities that provide similar facilities. Acceptance of an application for a Meal Card is based on no adverse reports of the Enterprise's creditworthiness. Based on the receipt of adverse reports (relating to the credit-worthiness of the Card Member or his/her family members or the Enterprise), ICICI Bank may, after 15 days' prior notice in writing, cancel the Meal Card. ICICI Bank shall not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it received, or to which it disclosed information.

The Card Member shall forthwith notify ICICI Bank of any change in his/her address for communication as stated in the application form for the Card. ICICI Bank reserves the right to change the Card Member's address in its records if such change in address comes to the notice of ICICI Bank. The responsibility shall be solely of the Card Member to ensure that ICICI Bank has been informed of the correct address for communication, and ICICI Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Member.

The Card Member agrees to adhere to and comply with all such Terms & Conditions as ICICI Bank or its affiliates may prescribe, from time to time, for facilities/services availed of by the Card Member and, hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the World Wide Web, electronic data interchange or by means of electronic, computer, automated machines, network or through other means of telecommunication, established by or on behalf of ICICI Bank or its affiliates, for and in respect of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Terms & Conditions prescribed by ICICI Bank or its affiliates for such facilities/services, as may be prescribed from time to time.

The Card Member shall, prior to availing the Meal Card Services from ICICI Bank, obtain appropriate advice and shall familiarize himself with the associated risks and all the terms and conditions pertaining to the service. The Card Member shall further verify all facts and statutory provisions and seek appropriate professional advice including the relevant tax implications. The Card Member accepts and acknowledges that ICICI Bank is absolved of any liability to any person, in respect of anything done or omitted to be done by the Card Member in any manner what so ever.

CHANGING THESE TERMS & CONDITIONS:

ICICI Bank reserves the right to change, at anytime, these Terms & Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms. ICICI Bank may communicate the amended Terms and Conditions by hosting the same on its website, www.icicibank.com, or in any other

manner as decided by ICICI Bank. The Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions (other than interest charges and rates) shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.

TARIFF ANEXURE

Joining Fee Rs. 100 + Service Tax as applicable

Annual Fee Rs. 100 + Service Tax as applicable