

Main Terms and Conditions for the ICICI Bank Semi-Closed Card (Retail)

These terms and conditions apply to and regulate the provision of a semi-closed card by ICICI Bank Limited, a company under the Companies Act, 2013 and a bank under the Banking Regulation Act, 1949, with its registered address at <ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, Gujarat, India.> and its corporate office at <ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051> to the Cardholder (defined below).

Definitions

"Affiliate" of ICICI Bank shall mean and include:

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

For the purpose of this definition of Affiliate, **"control"**, together with its 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;

"Card" shall mean a semi-closed card issued in the name of the Cardholder, upon acceptance of the Semi-Closed Card Application Form and in accordance with these Terms and Conditions.

"Customer" or **"Cardholder"** shall mean employees/consultants/ agents/ distributors of an Enterprise, to whom a Semi-Closed Card is issued, at the request of the Enterprise or Customer.

"Charges" mean such charges as set out in these terms and conditions. All the details mentioned, herein, shall be provided in the Tariff Annexure, unless specifically communicated to the Cardholder, as amended from time to time. Such charges, as applicable on the usage of the Cards and as set out by ICICI Bank and communicated to the Cardholder in writing or as available on the website.

"Enterprise" shall mean and include any company appointed as DMA/DSA/BC by ICICI Bank that desires to provide the facility of a payment solution & utilise services, through the Semi-Closed Card to any KYC compliant individual person (its customers/employees/consultants/ agents/distributors.) on behalf of ICICI Bank.

"Semi-Closed Card Application Form" shall mean and include the application required to be made by the Cardholder in the form and manner stipulated by ICICI Bank, from time to time.

"ICICI Bank Customer Care Centre" refers to the ICICI Bank Phone Banking Service provided by ICICI Bank, which shall be available to all ICICI Bank Cardholders.

"Funder" shall mean any individual or organisation that transfers money onto the Semi-Closed Prepaid Card-Retail for a particular purpose, to the Cardholder.

"Merchant Establishment" shall mean establishments, wherever located, which honour a VISA Electron Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points, including ATMs and mail order advertisers.

"Statement" means a statement sent by ICICI Bank to the Cardholder, setting out the financial transactions that have been made utilising the Semi-Closed Card along with a balance, if any, in

the Card. The Cardholder will be issued e-statements.

“Tariff Annexure” means an annexure detailing the Charges applicable for the services offered on the Semi-Closed Card. These Charges are subject to change, at the sole discretion of ICICI Bank. However, such changes in charges may be made only with a prospective effect, giving a prior notice of <1> month to the Cardholder.

“Transaction Instruction” means any instruction given by a Cardholder, directly or indirectly, to ICICI Bank, to effect a transaction on the Semi-Closed Card.

In these Terms and Conditions, unless the contrary intention appears:

1. A reference to: an “amendment”, includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly; an “authorisation” or “approval” includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; “law” includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation or any published directive, guideline, requirement or governmental restriction having the force of law or any determination by or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/ submission of the Application Form or thereafter and each, as amended from time to time;
2. The singular includes the plural (and vice versa);
3. The headings in these Standard Terms are inserted for the convenience of reference only;
4. Reference to the words “include” or “including” shall be construed without limitation;
5. Reference to a gender shall include references to the female, male and neuter genders;
6. All approvals, permissions, consents or acceptances required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank;
7. In the event of any disagreement or dispute between ICICI Bank and the Cardholder regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank, as to the materiality of any of the foregoing, shall be final and binding on the Cardholder.

Semi-Closed Card

Semi-Closed Cards shall be issued by ICICI Bank basis the Application Form, subject to the Cardholder fulfilling ICICI Bank’s eligibility criteria. The Cardholder and the Enterprise shall be bound jointly and severally by these Terms and Conditions, the Semi-Closed Card Agreement and policies stipulated by ICICI Bank, from time to time, in this regard.

The Semi-Closed Card is non-transferable and a zero balance card, at the time of issue. Each time a Cardholder or Funder desires to reload the Card, it shall provide instructions to allocate the desired amount to the Card through the National Electronic Fund Transfer (NEFT) payment mode, with the desired amount to ICICI Bank in the specified bank account details, only. The Card issued to the Cardholder is valid for use only in India, for the purchase of goods in Indian currency, only.

The Semi-Closed Card is the property of ICICI Bank. It shall be subject to the Terms and Conditions mentioned, herein, and any additional conditions stipulated by ICICI Bank, from time to time. The Cardholder shall sign on the reverse of the Card, immediately upon receipt of the

same, and ensure that the signature on all transaction slips signed by the Cardholder are similar to the signature provided by the Cardholder on the Semi-Closed Card and Semi-Closed Card Application Form, submitted to ICICI Bank. In case the Cardholder desires to alter his/her signature, the Cardholder shall intimate ICICI Bank about the same and execute the necessary documents, as prescribed by ICICI Bank and/or under law, in this regard.

Use of the Card:

1. The Semi-Closed Card is valid only in India, for the purchase of goods and services in Indian currency, only. The Semi-Closed Card will be valid for a period of <5> years. Before the end of <5> years, a new Card may be issued to all such Cardholders who are active in the database of ICICI Bank and the Enterprise, i.e. some activity has taken place on the Card in the last <6> months and the card is not blocked, one month before the expiry of the said period of <5> years, from the date of issuance of the Card. Such renewed Card may be sent to the Enterprise's or Cardholders address, as available in the records of ICICI Bank
2. The features and usage of a Semi-Closed Card may be defined by ICICI Bank and may be customised, as per the business arrangement with the Enterprise. ICICI Bank and the Merchant Establishment concerned, reserves the right, at any time, to refuse the use of the Semi-Closed Card at Merchant Establishments or an ATM, for any reason, whatsoever. The Semi-Closed Card may be used only for bonafide personal or official purposes. It is clarified that Charges incurred, may, in case of some Merchant Establishment, include a Charge for the availment of the purchase, or other facility. Upon usage of the Semi-Closed Card at the Merchant Establishment, the Cardholder must collect the copy of the charge slip/transaction slip, at the time of making the payment using the Semi-Closed Card. Normally ICICI Bank shall not provide copies of the charge slip/transaction slip to the Cardholder; provided however, that if the Cardholder makes such a 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
3. Any charge levied by the Merchant Establishment on the purchases made by the Cardholder using the Card, shall be settled by the Cardholder with the Merchant Establishment directly and ICICI Bank shall not be responsible for the same. Any dispute pertaining to such charges levied, shall be settled between the Cardholder and the concerned Merchant Establishment. ICICI Bank shall not be liable, directly or indirectly, in any manner, whatsoever, for the same
4. The Cardholder undertakes to act in good faith at all times, in relation to all dealings with the Semi-Closed Card and ICICI Bank. The Cardholder accepts full responsibility for the wrongful use of the Semi-Closed Card in contravention of the Terms and Conditions contained, herein, and, undertakes and agrees to indemnify ICICI Bank to make good any loss, damage, interest, conversion, any other financial Charge that ICICI Bank may incur and/or suffer, whether directly or indirectly, as a result of the Cardholder committing violations of the provisions, thereof
5. The Cardholder agrees that he/she will not use the Card as payment for any illegal purchase. The Semi-Closed Card cannot be used for making purchases on the Internet, or otherwise, for the purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, etc. There is no aggregate monetary ceiling separately prescribed for the use of the Semi-Closed Card through the Internet
6. ICICI Bank reserves, unto itself, the absolute discretion and liberty to decline or honour the authorisation requests on the Semi-Closed Card, without assigning any reason, thereof

7. "ICICI Bank may, at its sole discretion, utilise 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 and Termination/Withdrawal

(A) Breach:

In the event of any breach of these Terms and Conditions, by any Cardholder:

- I. notwithstanding any other provision of these Terms and Conditions, the Cardholder will remain liable for any loss, directly or indirectly, resulting from such a breach; and
- II. the Cardholder will be liable to pay ICICI Bank, upon demand, all amounts outstanding from the Cardholder to ICICI Bank.

(B) Termination:

- I. The Cardholder and the Enterprise, together, may at any point of time, by giving <45> days prior notice in writing to ICICI Bank, request for the termination of the Semi-Closed Card
- II. Such a notice will not take effect till the Semi-Closed Card has been defaced by cutting off the top right-hand corner, ensuring that both the hologram and the magnetic stripe have been cut and has been received by ICICI Bank
- III. Save as above mentioned, the Card may not be terminated by the Cardholder
- IV. In the event Charges are incurred on the Semi-Closed Card after the Cardholder claims to have destroyed the Semi-Closed Card, the Cardholder shall be entirely liable for Charges incurred on the Semi-Closed Card, whether or not the same are the result of the misuse of the Enterprise Semi-Closed Card.
- V. ICICI Bank may, at any time, with notice, as to the circumstances in ICICI Bank's absolute discretion require, terminate the Semi-Closed Card facility. If ICICI Bank revokes the Card of any Cardholder, ICICI Bank will notify the Enterprise, thereof, and the Enterprise will use their best efforts to promptly notify the Cardholder of the revocation/cancellation and to obtain each of the revoked/cancelled Card, each cut into four pieces, ensuring that the hologram and the magnetic strip are destroyed, to surrender the same to ICICI Bank
- VI. On the termination of the Semi-Closed Card facility and notwithstanding any prior agreement between ICICI Bank and the Cardholder to the contrary
- VII. The total of all Charges then outstanding, whether or not already reflected in the "Statement" and
- VIII. The amount of any Charges incurred after termination (with effect from the date of relevant Transaction Instruction), shall become, forthwith, due and payable by the Cardholder, as though they had been so reflected and interest will accrue, thereon, as applicable, from time to time.

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 the right to refuse holdership to the Cardholder, permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute an automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Cardholder 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 Cardholder, as per the records of ICICI Bank, is received by the Cardholder through ordinary post. The Cardholder 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 Cardholder to legal proceedings.

- (i) Delayed or Amended Charges:
- a) A Merchant Establishment may process delayed or amended charges, if the Cardholder has consented to be liable for delayed or amended charges, for any transactions
 - b) A delayed or amended charge shall be processed within <90> calendar days of the transaction date of the related Transaction Instruction. The method of computation of Charges will be as notified by ICICI Bank, from time to time
 - c) ICICI Bank's record of the amount of any Charge, shall, in the absence of manifest error, be final and binding on the Cardholder and shall be conclusive, in any case where ICICI Bank has effected any payment
 - d) All statutory taxes, goods & 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, with respect to or in connection with the Card, will be borne by the Cardholder. For details on Charges, refer to the Tariff Annexure
 - e) 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 Cardholder
 - f) For Railway Bookings: Cost of railway tickets will be recovered along with the charges and taxes levied, if any, by the acquiring bank, at actuals
 - g) For Fuel Surcharge: Cost of fuel will be recovered along with the charges and taxes levied, if any, by the acquiring bank at actuals.

Lost, Stolen or Misused Semi-Closed Cards

If a Card is lost or stolen, the Cardholder must immediately report such loss/theft to ICICI Bank's Customer Care. However, in case of loss of Card due to theft, the Cardholder must also file an 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 Cardholder/Enterprise. The Cardholder 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 Cardholder 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 Cardholder shall promptly cut the Card in 4 pieces and return the same to ICICI Bank, for cancellation.

The Cardholder 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 Cardholder 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 for the lost, stolen or damaged Card would rest with the Cardholder and could even result in the cancellation of the Card. No liability shall accrue upon the Cardholder for any unauthorised 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 Cardholder, in respect of any loss or damage arising, directly or indirectly, out of:

- i. Any defect in any goods or services supplied,
- ii. The refusal of any person to honour or accept the Semi-Closed Card,
- iii. The malfunction of any computer terminal,

- iv. The giving of Transaction Instruction,
- v. Any statement made by any person requesting the return of the Semi-Closed Card or any act performed by any person in conjunction,
- vi. Handing over of the Semi-Closed Card by the Cardholder to anybody other than the designated employees of ICICI Bank,
- vii. The exercise by ICICI Bank of its right to terminate usage of the Semi-Closed Card,
- viii. Any injury to the character and reputation of the Enterprise or the Cardholder, 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,
- ix. Any mis-statement, misrepresentation, error or omission in any details disclosed to ICICI Bank,
- x. Any discrepancy between the amount allocated to a Card upon receipt of instructions, in this regard, from the Enterprise and the amounts agreed upon between the Cardholder and the Enterprise.

In the event a demand or claim for the settlement of the outstanding dues from the Cardholder is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Cardholder agrees and acknowledges that such a demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner. The Cardholder expressly accepts that if he/she fails to pay any money, when due, or which may be declared due prior to the date when it would otherwise have become due or commits any default under the present terms, under which the Cardholder is enjoying financial/corporate/other facility, then, ICICI Bank shall, at its sole discretion, without prejudice, exercise all or any of its rights, as set out in these Terms and Conditions. Any notice concerning the payments given by ICICI Bank, hereunder, will be deemed to have been received by the Cardholder within <7> days of mailing to the Cardholder's mailing address, last notified in writing to ICICI Bank. A notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. ICICI Bank shall not be held accountable for delays in receipt of notices.

Disputes

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

Quality of Goods and Services

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

Disclosures

The Cardholder acknowledges that the information on his/her usage of the Semi-Closed Card is

exchanged amongst banks and financial entities that provide corporate facilities. Acceptance of an application for a Semi-Closed Card is based on no adverse reports of the Enterprise's credit-worthiness. ICICI Bank may report to other banks or financial entities any delinquencies in the usage of the Semi-Closed Card and/or withdrawal of the Cardholder's facility to use the Card. Based on the receipt of adverse reports (relating to the credit-worthiness of the Cardholder or his/her family holders or the Enterprise), ICICI Bank may, after <15> days' prior notice in writing, cancel the Semi-Closed Card, whereupon the entire outstanding balance on the Semi-Closed Card, as well as any further Charges incurred upon the usage of the Card, though not yet billed to the Cardholder, shall be immediately payable by the Cardholder. ICICI Bank shall not be obliged to disclose to the Cardholder the name of the bank or financial entity, from where it received, or to which it disclosed the information. The Cardholder 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 Cardholder's address in its records, if such change in address comes to the notice of ICICI Bank. The responsibility shall be solely of the Cardholder 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.

Cardholder

The Cardholder agrees to adhere to and comply with all such Terms and Conditions as ICICI Bank or its affiliates may prescribe, from time to time, for facilities/services availed of by the Cardholder and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) 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 a legally binding and valid transaction, when done in adherence to and in compliance with the Terms and Conditions prescribed by ICICI Bank or its affiliates for such facilities/services, as may be prescribed from time to time. The Cardholder hereby authorises ICICI Bank and its agents to exchange, share or part with all the information relating to the Cardholder's details and payment history and all information pertaining to and contained, herein, to other ICICI Bank Group Companies/Banks/Financial Institutions/Corporate Bureaus/Agencies/Statutory Bodies, as may be required, and undertakes not to hold ICICI Bank Ltd./all other Group Companies of ICICI Bank Group and their agents liable for the use of the above mentioned information.

Settlement of Disputes

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai, only and the Terms of Use shall be subject to the laws of India.

Changing these Terms of Use

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms of Use, at any time. ICICI Bank may communicate the amended Terms of Use by hosting the same on the Website or in any other manner, as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms of Use, including amendments, thereto, as may be posted on the Website. ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms of Use and/or Terms of Use/Charges Applicable/Tariff Guides stipulated by ICICI Bank and/or its affiliates pertaining to the Accounts and/or to any services/facilities offered by ICICI Bank and/or its affiliates in relation to the Card, at any time and shall give prior notice of one month (except for the change in the interest rates), by hosting the same on the Website or in any other manner, as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms of Use and the Terms of Use stipulated by ICICI Bank and/or its affiliates including amendments, thereto, as may be posted on the Website/notice board at the branches. Such amended Terms of Use and Terms of Use/Charges Applicable/Tariff Guides stipulated by ICICI Bank and/or its affiliates will there upon apply to and be binding on the Customer, at the

expiry of one month from the date of notice. If in the opinion of the Customer, the changes are to his/her disadvantage, the Customer may opt to close the Card and/or stop using any services/facilities offered by ICICI Bank and/or its affiliates, at any time, in relation to the Card by intimating ICICI Bank of the same. By continued usage of your Card and allied services, the Customer shall be deemed to have accepted the changed Terms of Use and any new Terms of Use/Charges Applicable/Tariff Guides stipulated by ICICI Bank and/or its affiliates.

Electronic Instructions

The Customer agrees that ICICI Bank shall not be liable for executing any instructions ICICI Bank receives through telephone, facsimile or other form of electronic communication, including but not limited to, registered e-mail IDs. The Customer further agrees to keep ICICI Bank indemnified from and against all claims either by the Customer or any other actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against ICICI Bank or that ICICI Bank may suffer, incur or sustain by reason of or on the basis of ICICI Bank having so acted, whether wrongly or mistakenly or not, or of ICICI Bank failing to act wholly or in part in accordance with the instructions. However, in the event of issues arising out of unauthorised electronic banking transactions, the Customer understands that ICICI Bank will follow the Customer Relationship Policy, as available at <https://www.icicibank.com/managed-assets/docs/personal/general-links/code-ofcommitment/Customer-Relations-Policy.pdf>, for resolving such issues. The Customer agrees to have read and understood the same and shall keep themselves aware of the changes to the Customer Relationship Policy. XXIX. Waiver: No failure or delay by ICICI Bank in exercising any right, power or privilege, hereunder, shall operate as a waiver, thereof, nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of ICICI Bank, as stated herein, shall be cumulative and not exclusive of any rights or remedies provided by the Law.

Indemnity

The Customer hereby, agrees, that the Customer shall, at his/her/their own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Card or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms of Use or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations. a. The Customer agrees to indemnify ICICI Bank against any fraud, loss or damage suffered by ICICI Bank due to providing of any incorrect information or failure to communicate any change in such particulars/information or provide true and updated documents. b. the Customer further agrees to indemnify the Bank against any negligence or misconduct, any negligence on the part of the Customer by sharing payment credentials, delay in notifying the Bank of any unauthorised electronic banking transaction, or exercising the Bank's right of set-off, combination, consolidation, lien or any other right. ii. Under no circumstances shall ICICI Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Card or the Services or the Other Services. iii. The Customer shall indemnify and keep indemnified ICICI Bank as the collecting banker for any loss or damage, which ICICI Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee, as given by ICICI Bank, shall be deemed to have been given in every case at the Customer's express request. iv. The Customer shall keep ICICI Bank indemnified at all times against and save ICICI Bank from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis), which may be brought against or suffered or incurred by ICICI Bank in resolving any dispute relating to the Card with ICICI Bank or in enforcing ICICI Bank's rights, under or in connection, with these Terms of Use contained, herein, or which may have arisen, either directly or indirectly, out of or in connection with ICICI Bank performing its obligations, hereunder, or accepting instructions, including but not limited to, e-mail and other telecommunications or electronic instructions and acting or failing to act, thereon. v. If any sum due and payable by the Customer is not paid on the due date, including without limitation any money claimed under this clause, the Customer

shall be liable to pay the interest (both after as well as before any judgement) on such unpaid sum at such rate or rates, as ICICI Bank may, from time to time, stipulate from the date the payment is due up to the date of payment. vi. The Customer shall solely be responsible for ensuring full compliance with all the applicable Laws and Regulations in any relevant jurisdiction in connection with his/her Card with ICICI Bank and shall indemnify and keep indemnified ICICI Bank from all actions, proceedings, claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis), which may be brought against or suffered or incurred by ICICI Bank in connection with any failure to comply with any such applicable Laws/Regulations by the Customer. vii. The indemnities, as mentioned above, shall continue notwithstanding the termination/closure of the Card.

Banker's Lien and Set-Off

i. ICICI Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/balances lying in any Card of the Customer, whether in a single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of ICICI Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by ICICI Bank to the Customer. ICICI Bank is entitled, without any notice to the Customer, to settle any indebtedness, whatsoever, owed by the Customer to ICICI Bank, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation, indebtedness under any indemnity given by the Customer to ICICI Bank, hereunder, or under any other document/agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Card(s) held by the Customer with ICICI Bank, notwithstanding that the deposit(s)/balances lying in such Card(s) may not be expressed in the same currency, as such indebtedness. ICICI Bank's rights, hereunder, shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up. ii. In addition to ICICI Bank's rights of set-off, lien or any other right, which it may at any time be entitled to, whether by operation of law, contract or otherwise, the Customer authorises ICICI Bank: a. to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of ICICI Bank Limited (whether in India or elsewhere); and b. to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any Card, in the Customer's name or jointly with any other person, with any branch or office of ICICI Bank Limited (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms of Use or for the Customer's Card(s) or under the terms of any other facilities that may be granted by ICICI Bank to the Customer. iv. ICICI Bank shall not be under any obligation to exercise any of its rights under this clause. v. The above mentioned rights of ICICI Bank are without prejudice to the obligations of the Customer to pay to ICICI Bank, when due, all its indebtedness and without prejudice to any other rights that ICICI Bank may have against the Customer for recovery of any outstanding from the Customer to ICICI Bank. vi. ICICI Bank shall be entitled to withhold payments out of the Card or dishonour the Customer's transaction instructions in case any amounts outstanding from the Customer to ICICI Bank are not paid, when due.

Force Majeure

ICICI Bank shall not be liable for any losses caused by its inability or delay in providing all or any Service or fulfilling any of ICICI Bank's obligations, hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on the convertibility, transferability, requisitions, hacking, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoity, accident, hacking, technical fault, including problems related to computers, accessories, software, printers, internet, telephone system and such related hardware and software beyond the control of ICICI Bank, breach of trust by any authorised persons, flood, fire, earthquake, act of God, act of any government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on any other restriction or requisition or other circumstances or events, whatsoever, beyond the control of the Bank and the Bank shall not

be obliged to provide any service or facility or perform any of its obligations, hereunder, during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

Aadhaar Authentication/Verification (If applicable)

i. By agreeing to these Terms of Use, the Customer(s) has/have consented that they have been provided various options by the Bank for establishing the Customer's identity/address proof for card issuance and have voluntarily submitted their Aadhaar to the Bank. The Customer hereby consents that they have no objection in authenticating themselves with the Aadhaar based Authentication system or verify the genuineness of the Aadhaar through a Quick Response (QR) code or through such other manner, as set out by UIDAI or any other law, from time to time. ii. The Direct Benefit Transfer ("DBT") linked Card of the Customer shall be used for receiving Government payment, across schemes, under Section 7 of the Aadhaar Act, 2016 that they are eligible for and/or any other payment using the Aadhaar based information. iii. By agreeing to these Terms of Use, the Customer(s) have agreed that they have been explained about the nature of information that may be shared upon authentication and they have been given to understand that their information submitted to the Bank, herewith, shall not be used for any purpose other than the one mentioned above or as per requirements of law. Also, the Customer(s) declare/s that all the information voluntarily furnished by them to the Bank are true, correct and complete. iv. The Customer, hereby, gives consent to use/exchange or share their Aadhaar number, Aadhaar/identity information for registration of client information or for any other purpose with the UIDAI, ED, NPCI, CKCY, KRA, CERSAI and with any other authority or regulatory body or as per the requirement of law.

Charges

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

I. Voluntary Charge:

- a) The amount of any purchase of any goods made by a Transaction Instruction
- b) Any amount which the Cardholder has requested ICICI Bank to debit the Card with, by virtue of a Transaction Instruction.

II. Involuntary Charge:

- a) Any fee charged by ICICI Bank, with respect to the Semi-Closed Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable
- b) 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.

Transaction/Charge type	Transaction Charge
Joining fee	Rs <250+> Goods Service Tax, as applicable or as per agreement with the Enterprise.
Annual fee	Rs <250+> Goods Service Tax, as applicable or as per agreement with the Enterprise.
Lost card replacement	Rs <199+> Goods Service Tax, as applicable or as per agreement with the Enterprise.
Balance Inquiry from ICICI Bank ATMs	Free
Balance Inquiry from Non-ICICI Bank ATMs	Rs <8>, per inquiry + Goods Service Tax, as applicable

