

## **Terms and Conditions governing Amazon Pay ICICI Bank Credit Card**

These Terms and Conditions apply to and regulate the provision of Amazon Pay ICICI Bank Credit Card by ICICI Bank Limited (“ICICI Bank”) offered in association with Amazon Pay (India) Private Limited (“Amazon”). Clicking on the ‘Submit’ or ‘I Agree’ or any similar tab/icon would constitute acceptance of the below terms and conditions and the MITC by the Card Member and the Card Member shall be bound by the same.

### **I. Definitions and Interpretation**

**"Affiliate"** means and includes:

- any company which the holding or subsidiary company of ICICI Bank or Amazon is, as the case may be, or
- a Person under the Control of or under common Control with ICICI Bank or Amazon, as the case may be, or
- any Person, in 26% or more of the voting securities of which, ICICI Bank or Amazon, as the case may be, has a direct or beneficial interest or Control.

For the purpose of the definition of Affiliate, "Control" 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 any individual, company, firm, corporation, a partnership, trust or any other entity or organisation or other natural or legal person.

**"Amazon Gift Cards"** means Amazon branded Prepaid Gift Cards that are issued by QwikSilver Solutions Private Limited or any other party as may be decided by ICICI Bank and Amazon from time to time.

**"Applicant"** means person(s) who has/have applied for an Amazon Pay Card to ICICI Bank.

**"Authorised Dealer"** means an authorised dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time.

**"Business Day"** means a day on which the relevant office of ICICI Bank specified in the application form or through which the Card is provided, or such other office as may be notified by ICICI Bank to the Card Member, is open for normal business transactions.

**"Card"** or **"Credit Card"** or **"EMI Card"** or **"Online Credit Card"** or **"Business Card"** or **"Amazon Card"** or **"Amazon Pay Card"** means the co-branded Credit Card offered by ICICI Bank in association with Amazon Pay (India) Private Limited.

**"PIN"** means the Personal Identification Number allocated to the Card Member by ICICI Bank or chosen by the Card Member/ICICI Bank from time to time, in relation to the Card.

**"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 Credit Card as per the terms and conditions contained herein.

**"Card Member"** means an individual who has been issued an Amazon Card by ICICI Bank.

**"Cash-Limit"** means the maximum amount of cash or equivalent of cash as defined or prescribed by ICICI Bank, that the Card Member can use on his Card Account. Cash-Limit forms a subset of the Card Member's Credit-Limit/Purchase Limit.

**"Charges" or "charges"** means such charges as are set out in Clause VI hereof or mentioned anywhere in these Terms and Conditions. All details of Charges mentioned herein shall be as provided in the MITC unless specifically communicated to the Card Member, as amended from time to time.

**"Company"** means a company as defined in the Companies Act, 1956, as amended from time to time.

**"Credit-Limit / Purchase Limit"** means the limit up to which the Card Member is authorised to spend on his Credit Card.

**"Easy BT"** means the Facility in the event the Card Member converts the mode of repayment of the Facility into Equated Monthly Instalments.

**"ICICI Bank"** shall mean ICICI Bank Limited, the proprietors of the Credit Card, its successors and permitted assigns.

**"ICICI Bank Customer Care Centre"** refers to ICICI Bank -Phone Banking Service provided by ICICI Bank to the Card Members.

**"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](http://www.icicibank.com) .

**"Insurance Company"** means ICICI Lombard General Insurance Company Limited or any other Insurance Company as may be decided by ICICI Bank, from time to time.

**"Member" or "Cardholder" or "Card Member"** means the Applicant to whom a Card bearing his name is issued and who holds such Card.

**"Merchant Establishment"** means establishment wherever located which honours the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers) and shall include establishments which honour the Card online.

**"Merchant"** means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns.

**"Minimum Amount Due" or "MAD"** means the amount stated as such in the Statement. **"Total Amount Due" or "TAD"** means the amount stated as such in the Statement.

**"Payment Due Date"** means the date every month, on which the payment in respect of the charges incurred by usage of the Card by the Card Member falls due as communicated through the Statement.

**"Primary Card Member"** is the person in whose name the Card Account has been opened and to whom the Card has been issued.

**"RBI"** means the Reserve Bank of India.

**"Statement"** means monthly statement/s of account sent by ICICI Bank to a Card Member setting out the financial liabilities on that date, of the Primary Card-Member and any Supplementary Card Member to ICICI Bank in respect of the Card Account which the Cardholder agrees to pay.

**"Supplementary Card Member"** means the family member of the Primary Card Member who becomes a Card Member by virtue of his relationship with the Primary Card Member.

"MITC means the document containing the Most Important Terms and Conditions and the annexure detailing the charges applicable for the 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 30 days to the Card Member.

"Transaction Instruction" means any instruction given by a Card Member directly or indirectly to ICICI Bank and

/or through ICICI Bank Customer Care Centre and /or through Infinity, to effect the transaction.

Transaction Instruction would include, but not be limited to a charge slip, a cash advance slip or a mail order coupon.

These "Terms and Conditions" mean the terms and conditions set out herein and/ or as may be stipulated by ICICI Bank from time to time, as amended. In these Terms and Conditions, unless the contrary intention appears:

(a) 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, licence, 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.

(b) the singular includes the plural (and vice versa);

(c) the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neuter genders;

(f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank;

(g) references to Visa regulations pertain to the guidelines issued by Visa to all the member banks of its network.

(h) in the event of any disagreement or dispute between ICICI Bank and the Card Member 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 Card Member.

(i) the usage of the words "ICICI Bank Credit Card Agreement" on the Card or elsewhere, means these Terms and Conditions.

## II. Card Services

The Card is the property of ICICI Bank. ICICI Bank reserves the right to (1) obtain the credit bureau report, from time to time till opening of the Card Account, in order to ascertain the credit worthiness of the Applicant and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion. The Card is not transferable, and its usage is subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by ICICI Bank from time to time.

The Card Member shall sign on the reverse of the Card immediately on receipt of the same. The ICICI Bank Customer Care Centre and/or Infinity is available to all Card Members. The Card Members availing of any services

/facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through ICICI Bank Customer Care Centre and/or Infinity, shall at all times continue to be bound by the terms and conditions stipulated by ICICI Bank with respect to the services/facilities and the mode of availing of such facilities/services, as amended from time to time.

### III. Use of the Card

(a) In case of an internationally valid Card, the Card is valid world-wide except as provided in Clause III (h) herein below. In case of other Cards, the use is restricted at only the Merchant Establishments accepting Visa/Visa Electron Credit Cards/Mastercard/Amex in India. However, ICICI Bank, reserves the right to decline the Card on account of regulatory restrictions, technical difficulties and unforeseen circumstances. Merchant Establishment has the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bona fide personal or official purposes and its use is not permitted to be exploited by the Card Member. In the event any charge for the availment of the purchase or other facility is levied by the Merchant Establishment, on the charges incurred by the Card Member, the same shall be settled with the Merchant Establishment and ICICI Bank shall in no manner be held liable for the same. On usage of the Card at the Merchant Establishment, the Card Member must collect the copy of the charge-slips at the time of signing the charge-slip. The Card Member shall be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Card Member, the Card Member shall continue to be liable for the transaction/s and all charges in relation incurred by the Card Member. ICICI Bank shall not provide copies of the charge slips to the Card Member; provided however 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 MITC. ICICI Bank may, at its sole discretion agree to provide the Card Member with the facility of effecting mail order or telephone order purchases. The use of an Online Credit Card shall be restricted to online transactions/mail orders only. An Online Credit Card shall be issued only as a Supplementary Card/Add-on Card and not as a Primary Card, or as may be intimated by ICICI Bank, at its sole discretion, from time to time. The Card Member is aware that in case of mail order telephone order or mobile purchases, the charge slips will not be signed by the Card Member at the time of the purchase. Accordingly, the Card Member accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member will make payment to ICICI Bank of all outstanding dues.

(b) All disputes shall be a matter between and will be settled by the Card Member with the concerned Merchant Establishment. ICICI Bank shall not be liable, in any manner whatsoever, for the same.

(c) The Card may be used: (i) Within the Credit-Limit notified by ICICI Bank to the Card Member; and (ii) not after the last date of the month embossed on the card.

(d) The Card Member's right to use the Card shall determine forthwith: (i) In the event of termination pursuant to Clause V below; or (ii) in the event of loss/misuse or theft of Card.

(e) By usage of the Card, Card Member is deemed to have made a standing request that renewal of period of the Card and/ or replacement Cards be issued to each Card Member until such time as the ICICI Bank Customer Care/Infinity is notified otherwise by the Card Member, and such renewal and/or replacement shall be subject to the sole discretion of ICICI Bank.

(f) In the event of a Credit Card programme closure or at the time of renewal of Credit Card, ICICI Bank Limited at its sole discretion reserves the right to provide a card type that is different from the existing card type held by the card member. The credit limits and cash limits on any Credit Card at any point in time are as per the sole discretion of ICICI Bank Limited.

(g) The Card Member shall act in good faith at all times in relation to all dealings with the Card and ICICI Bank.

(h) The internationally valid Card issued to the Card Member is valid world-wide except for payment in foreign exchange at Merchant Establishments in Nepal and Bhutan. In respect of Cards, the use of which is restricted only in India/Nepal/Bhutan, use outside India/Nepal/Bhutan is a breach of the "Foreign Exchange Management Act" (FEMA) or any other corresponding law. The Card Member accepts full responsibility for wrongful use in contravention to these conditions 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 as a result of the Card Member committing violations of the provisions thereof.

(i) Internationally valid Card can be used on Internet for any purpose for which exchange can be purchased from an Authorised Dealer in India.

(j) Internationally valid Card and all other Cards cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.

(k) Authorised Dealers can accept payment by debit to Credit Card for exports made out of India irrespective of whether the importer client is on a visit to India or not. Therefore, Authorised Dealers may receive payment for exports made out of India by debit to the Credit Card of an importer, where the reimbursement from the Card issuing bank/organisation will be received in foreign exchange.

(l) ICICI Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, ICICI Bank may require the Card Member to contact ICICI Bank Customer Care to authenticate the transaction before approving it and charging to the Card Account.

(i) The Card Member agrees that he will not use the Card as payment for any illegal/unlawful purchase/purposes.

(ii) The Credit Card is issued for personal expenses and purposes only. The Cardholder must not use the Credit Card to purchase anything for resale, for commercial or business purposes. The Credit Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes).

(m) If the Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, ICICI Bank may, at its sole discretion, exercise its right to close the concerned Credit Card and additional/add-on cards thereof and withhold/cancel the Rewards points, without any notice to the Cardholder. ICICI Bank has the right to enquire over phone or through other means of formal communication and seek details, information, proofs, etc. about the Credit Card transactions, pattern of usage, etc. and the Cardholder is contractually bound to provide the information sought by ICICI Bank, from time to time. Non- satisfactory responses or no responses from the Cardholder may lead to blocking/closure of the Credit Card by ICICI Bank.

(i) The Cardholder must not obtain or introduce credit to the Card Account for any reason other than as refund for any goods or services previously purchased with the Credit Card. Transactions on the Credit Card will be allowed only up to the unused amount of total Credit Limit on the Card Account.

#### **IV. Terms and Conditions applicable to Video KYC process (applicable only if Video KYC is specifically selected by the customer)**

These terms and conditions for Video KYC process ("Terms") apply to and regulate the operation of Video KYC process offered by ICICI Bank Limited ("ICICI Bank/Bank") in India and govern the general relationship between the Customer (defined below) and the ICICI Bank, having its registered office at: ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, India. These terms shall be in addition to any other

terms as stipulated by ICICI Bank from time to time on its website (defined below) whether pertaining to the Product/Facility (defined below) or in relation to other services or offers provided by ICICI Bank.

Further, in case of inconsistency between the Terms and any specific term and condition pertaining to a specific Product/Facility, the specific term and condition of that particular Product/Facility shall prevail.

## **1. Definitions:**

1.1 In these Terms applicable to the Video based KYC process the following words and phrases shall have the meaning stated hereunder unless indicated otherwise:

- i. **“Customer”** shall mean a Resident Indian individual applicant who applies for any Product/Facility (defined below) with ICICI Bank subject to such Product/Facility specific terms and conditions as may be specified by ICICI Bank from time to time.
- ii. **“KYC”** shall mean the ‘Know Your Customer’ process to be completed by ICICI Bank as per extant regulations.
- iii. **“Product”/“Facility”** shall mean any ICICI Bank product or facility that the Customer has applied/requested for and in respect of which the Customer has consented to complete the KYC through the Video KYC process.
- iv. **“Video KYC process”** shall mean the process of KYC verification conducted through a video call feature supported by ICICI Bank in line with extant regulations and ICICI Bank policy.
- v. **“Primary Terms and Conditions”** shall mean the terms applicable to the Product/Facility being availed by the Customer.
- vi. **“Website”** shall mean ICICI Bank’s website [www.icicibank.com](http://www.icicibank.com) .

## **2. Interpretation:**

- i. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- ii. Words importing any gender include the other gender.
- iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.
- v. Reference to any “law or legislation, regulation, rule” shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.

## **3. Applicability of the Terms:**

3.1. These Terms and primary Terms and Conditions form the express contract between the Customer and ICICI Bank. The Customer shall apply to ICICI Bank in the prescribed form for the Product/Facility. By applying, the Customer acknowledges that he has read, understood and accepted these Terms and the primary Terms and Conditions as applicable.

## **4. General Terms for Video KYC process:**

4.1. Requirements for availing of Video KYC feature:

- i. Video KYC process is available only for Customers who are physically present in India and if the same can be confirmed through their live location through geo-tagging and shall be accessible only during the working hours defined by ICICI Bank;
- ii. Video KYC process shall not be available during Bank holidays and National holidays;
- iii. Video KYC process shall work only in good network/internet conditions and

iv. Customer should possess requisite documents and materials as informed on the journey page at the time of the Video KYC process to avoid any inconvenience.

- 4.2 On opting for Video KYC process, a two-way video call will be initiated between the Customer and ICICI Bank official to start the Video KYC process.
- 4.3 As a part of Video KYC process, the Customer shall be required to verify their identity by answering certain questions asked by ICICI Bank officials through a video call. By proceeding with the video call, the Customer accepts the Terms herein.
- 4.4 The Customer shall be required to co-operate with ICICI Bank officials in every manner and provide all such relevant information/data/documents including but not limited to allowing ICICI Bank officials to capture their photographs, photographs/screenshots of various documents (including but not limited to Officially Valid Documents (“OVD”), PAN, etc.), screenshot of the Customer’s signature on a plain paper as submitted by the Customer during Video KYC process as and when requested by ICICI Bank officials. The Customer agrees and consents to co-operate and provide all such relevant data/documents, etc. for the purpose of Video KYC process.
- 4.4 The Customer authorises ICICI Bank to collect/store/verify any and all information/details received through the Video KYC process including but not limited to the video call itself, information received from documents/information captured/shared through the video call.
- 4.5 In case the documents shown and verified by ICICI Bank officials over a video call do not comply with the ICICI Bank policy and/or relevant guidelines due to any reason whatsoever, the application request shall be rejected and it will be converted to the offline KYC mode. Customers need to follow the offline KYC process to complete their KYC verification process in such case for completion of the Product/Facility application request.
- 4.6 The Customer agrees and understands that the image of the signature crop provided by the Customer shall be updated in ICICI Bank records as the Customer’s specimen signature.
- 4.7 Customers who have opted for Video KYC process for the Product/Facility application agree that their request is subject to verification and may be rejected by the Bank for various reasons including, but not limited to:
- i. Call drop due to network/internet issues at the Customer’s or ICICI Bank’s end; or
  - ii. Documents matching criteria is not fulfilled or
  - iii. Bank official is unable to capture the screenshot of Customer’s photo or any document or
  - iv. Customer is not ready to co-operate with Bank officials or
  - v. Signature process is incomplete or
  - vi. Location outside India, face mis-match, poor quality uploaded documents or
  - vii. For any other reason at the discretion of ICICI Bank.
- In case of such rejection, Customers need to follow the offline KYC process to complete their KYC verification process for completion of the Product/Facility application request.
- 4.8 The Customer understands that the Video KYC process is subject to the availability of ICICI Bank officials to conduct such Video KYC, and technical stipulations including but not limited to those arising due to any delay, interruption, suspension, resolution or error of ICICI Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or request to and from the telecommunication equipment of the Customer and the network of any internet service provider and ICICI Bank’s system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, or ICICI Bank’s system or the network of any internet service provider and/or any third party who provides such services as is necessary to provide the Video KYC process.

## **5. Acceptance of Terms and Conditions:**

- 5.1 By accepting these terms and conditions in the digital journey of the Video KYC process, the Customer shall be deemed to have accorded his approval/consent to (i) complete the KYC verification for the Product/Facility application through Video KYC process (ii) the consents, authorisations, declarations and undertakings, etc. mentioned therein.

## **6. Miscellaneous:**

- 6.1 Customer agrees that all costs incurred at the Customer's end (technical/data plan related or otherwise) for completing the Video KYC process shall be borne by the Customer solely.
- 6.2 The Customer agrees that ICICI Bank shall not be liable for any connectivity/signal/data related issues leading to incomplete information/application being provided by the Customer.
- 6.3 In case the Video based KYC process is not completed/submitted for any reason whatsoever, ICICI Bank may contact the Customer for completing offline KYC.
- 6.4 Customer hereby agrees to indemnify, defend and hold harmless ICICI Bank from and against any and all liability, loss that may occur, arise from reliance by ICICI Bank on the information, declarations, documents, images and undertakings, etc. provided by the Customer (on account of them being fake/incorrect/erroneous), the usage of online/offline mode for the Product/Facility application including the details provided basis this Video KYC process or breach, non-performance or inadequate performance by the Customer of any of these Terms, Primary Terms and Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- 6.5 In case of any inconsistency/inaccuracy/non-completion of any formalities in the Video KYC process or for any other reason whatsoever, ICICI Bank may contact the Customer for offline completion of KYC. The Customer agrees and confirms that ICICI Bank shall at its sole discretion reject the Product/Facility application for any reason whatsoever including but not limited reasons attributable to erroneous, incomplete, misleading information or non-adherence with the relevant norms/non submission of KYC documents to ICICI Bank or upon any notice/directions received from any other regulatory body.
- 6.6 The Bank reserves the right, at any time and from time to time, with or without notice, to cancel, withdraw, suspend, vary, change, add to or supplement the Video KYC process and facilities offered to Customers hereunder.

## **7. Change of Terms:**

- 7.1 ICICI Bank shall have the absolute discretion to amend or supplement any of these Terms at any time. ICICI Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by ICICI Bank.

## **8. Limitation of Liability**

- 8.1 Neither ICICI Bank nor its employees shall be responsible or liable in any way for any direct or consequential loss suffered by the Customer or any third party or towards any claims that may arise due to the rejections of the Product/Facility application due to the Video KYC process availed by the Customer.
- 8.2 ICICI Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer or a third party howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- 8.3 Under no circumstances shall the Bank be liable to the Customer or a third party for any indirect, incidental, consequential, special or exemplary loss or damages in connection with the Video KYC process.

## **9. Force Majeure:**

- 9.1 ICICI Bank shall not be liable for any losses caused by its inability or delay in providing the Video KYC process 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 convertibility, transferability, requisitions, hacking, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoit, accident, hacking, technical fault including problems related to computers, accessories, software, printers, fax machines, internet, telephone system and such related



hardware and software beyond the control of ICICI Bank, breach of trust by any authorised persons, flood, epidemic/pandemic, 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 account of 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.

## **10. Governing Law:**

10.1 The laws of India shall govern these Terms. The Customer hereby agrees that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

## **V. Personal Identification Number**

To enable the Card Member to use the Card, a Personal Identification Number ("PIN") will be issued to him. The PIN shall be mailed to him and in the event the same is not received in a sealed envelope the Card Member shall contact an ICICI Bank branch or the ICICI Bank Customer Care. This PIN may subsequently, be changed by the Card Member, at his own risk, at an ATM or at the ICICI Bank branch or at the ICICI Bank Customer Care. The PIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered into the Card Account using such PIN. The Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of a third party. ICICI Bank is authorised by the Card Member for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. ICICI Bank has no obligation to verify the authenticity of the Transaction Instruction sent or purported to have been sent from the Card Member other than by means of verification of the Card Member's PIN. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the PIN. If the Card Member fails to observe the security requirements, he may incur liability for ICICI Bank. ICICI Bank may, in its absolute discretion, issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by ICICI Bank from time to time, the Card Member will not hold ICICI Bank liable in case of any improper/ fraudulent/unauthorised/ duplicate/ erroneous use of the Card and/or the PIN. ICICI Bank will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify ICICI Bank against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.

In case the mobile number is not registered, the PIN will be sent separately at the mailing address. In case of non-receipt of the PIN, the Card Member may generate the same on the Interactive Voice Response (IVR) system by calling ICICI Bank Customer Care or through Internet Banking/iMobile app. ICICI Bank shall not be responsible if the Card Members provide with an incorrect registered mobile number.

## **V. Breach and Termination / Withdrawal**

**(a) Breach:** In the event of breach of any of these Terms and Conditions by any Card Member;  
(i) notwithstanding any other provision of these Terms and Conditions the Card Member will remain liable for any loss directly or indirectly resulting from such a breach; and (ii) The Card Member will be

liable to pay ICICI Bank, upon demand, all amounts outstanding from the Card Member to ICICI Bank, whether due and payable to ICICI Bank at the date of such demand or not.

**(b) Termination / Withdrawal:** The Card Member may at any point of time, by notice in writing to ICICI Bank Limited, ICICI Phone Banking Centre, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, India>, request for termination of the Card Account.

(i) The above notice will not take effect till the Card has been defaced by cutting off the top right hand corner ensuring that both the hologram and magnetic stripe have been cut (except in case of an Online Credit Card), and has been received by ICICI Bank. Save as above, neither the Card Account nor any Card may be terminated.

(ii) In the event the Charges are incurred on the Card after the Card Member claims to have destroyed the Card, but the Card has not been received by ICICI Bank, the Card Member shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not ICICI Bank has been intimated of the destruction of the Card.

(iii) ICICI Bank may at any time, with or without notice, as to the circumstances in ICICI Bank's absolute discretion require, terminate the Card Account and the Card without the consent of the Card Member for any reason including but not limited to the following: (a) there have been no transactions with respect to a Card Account for eighteen (18) consecutive months, (b) ICICI Bank reasonably suspects the Card Member has acted fraudulently, (c) Card Member maintains excessive credit balances on their Card Account as determined by ICICI Bank in its commercially reasonable judgement, (d) the Card Member has become delinquent, (e) death of the Card Member, (f) there is a block on collection (i.e. manual blocks initiated by the ICICI Bank's collections team to address cases like skip, legal and settlement), (f) ICICI Bank mistakenly issues the Card, and (g) the Card is either not received or not accepted by the Card Member. The Card Member expressly acknowledges and accepts that if the Card Member holds two or more Card Account with ICICI Bank, being governed under these Terms and Conditions and defaults in making payments due to ICICI Bank under one of the Card Accounts, ICICI Bank is authorised to block the credit limit as made available to the Card Member under all other ICICI Bank's Card Account/s as well as withdraw such privileges/benefits as made available under all such Card Account/s, till such time the defaulting Card Account is regularised by the Card Member. The Card Member also agrees and acknowledges that ICICI Bank shall not be required to provide any additional notice for the above.

(iv) On termination of the Card Account 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.

Card may be withdrawn, and the Card Account may be closed at any time without reference to the validity period embossed on the Card. 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.

## **VI. Charges and Payments**

Charges comprise each of the following and shall be paid by the Card Member on such date as may be determined by ICICI Bank:

(A) Voluntary charges will include: The amount of any purchase of goods and / or service made by a Transaction Instruction; The amount of any cash advance provided pursuant to a Transaction Instruction; Any amount, which the Card Member has requested ICICI Bank to debit the Card Account by virtue of a Transaction Instruction.

(B) Involuntary charges will include: Any fees if charged by ICICI Bank in respect of a Card Account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees as specified in the MITC and changed from time to time. Service charges on specific types of transactions as decided by ICICI Bank from time to time may be levied. The method of computation of Involuntary Charges will be as notified by ICICI Bank from time to time.

(C) ICICI Bank's record of the amount of any Charge, specified herein above, 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 affected any payment pursuant to a Voluntary Charge. All statutory taxes, Goods and Services Tax (GST), 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.

(D) Delayed or Amended Charges:

- a) A Merchant may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for a hotel, car rental company, or cruise line Transaction or any other transactions.
- b) A delayed or amended charge shall be processed to the Card Account within 90 calendar days of the transaction date of the related transaction.
- c) These transactions may include room, food or beverage charges, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets and other traffic violations, and goods and services purchase aboard a cruise line vessel.

(E) Charges in foreign currency: In respect of Cards other than internationally valid Cards, ICICI Bank will not be bound to take cognisance of and will not be liable in any manner whatsoever in respect of any charges which are incurred in foreign currency in the territories other than Nepal and Bhutan. Without prejudice to the above, any payment of such Charges made by ICICI Bank will be with full recourse to the Card Member and will not be considered as absolving the Card Member of any liability in relation to incurring of such charges or payments thereof by ICICI Bank. ICICI Bank shall be fully indemnified and held harmless against all consequences of such payments, by the Card Member.

(F) Transactions at Fuel Stations: When the Card Member uses the Card to pay for fuel, he will be charged a surcharge as mentioned in the MITC - This surcharge levied will be completely waived for the fuel transactions made on Amazon Pay Card. Such reversal will not include the applicable tax paid on such purchase.

(G) The Card Member shall become liable as soon as a Charge has been incurred by use of the Credit Card. If there are any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry such Charges as specified in the Tariff Annexure. The charge is computed on an average daily balance method and will be levied from either of the following dates: Where the charge is in respect of purchase of goods or services, from the date of it being included in the records of ICICI Bank. Where the charge is in respect of withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by ICICI Bank.

(H) Without prejudice to the liability of the Card Member to immediately pay all Charges on or before the Payment Due Date, as communicated in the Statement, the Card Member may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due (MAD) indicated in the Statement. The MAD shall be 5% of the Total Amount Due (TAD), or such other amount as may be determined by ICICI Bank at its sole discretion. In case of any repayment through instalments, the instalment amount due during the statement period will be added to the Minimum Amount Due. If the total outstanding is more than the Credit or Cash Limit, then the amount by which the Credit or Cash

Limit has been exceeded will also be included in the MAD. Minimum Amount Due shall also include unpaid MAD of the previous statements, if any. In cases where only the MAD has been paid, interest would be charged on the remaining amount of the TAD from the date of the transactions.

Where such an option to pay only MAD is exercised by the Card Member, the same shall additionally be subject to the following special terms and conditions:

- a) On receipt of the Statement, the Card Member can make the payment in any of the following ways, by way of Infinity payment, Cheque payment, Draft payment, Cash payment, Auto Debit payment, RTGS payment, Click to Pay payment or NEFT payment, to ICICI Bank for the TAD as indicated in the Statement or an amount equal to or more than the MAD by the Payment Due Date.
- b) All charges incurred by the use of the Card shall bear and carry a service charge in the manner as stated under (Clause (H) above).

If payment is made for the MAD or for any amount less than the TAD, interest and service charges will be applied on the total outstanding amount from the date of purchase, and on fresh purchases that are incurred subsequently, till subsequent Payment Date. In addition to the charges as stipulated herein above, Late payment charges will be applicable if the MAD is not paid by the payment due date. Any MAD or portion thereof that has been paid shall cease to attract interest after the Payment Date if the same has

been received by ICICI Bank from the Card Member. ICICI Bank may, at its sole discretion, at any time, without prior notice, withdraw the option to pay only the MAD as described in the foregoing clauses, in relation to any Card Member. Unless otherwise agreed to by ICICI Bank, any payments received from the Card Member against amounts specified in a particular Statement shall be appropriated towards such dues in the following order with effect from Oct 20, 2008:

1. All taxes, fees, interest, costs, charges, expenses;
2. Payment towards Personal Loans on Credit Cards and instalments payable on balance transfer facility;
3. Payment of instalments for retail purchases (where payment against the retail purchases has been converted into instalments);
4. Payment towards cash withdrawals and draft on phone facility;
5. Payment towards other variants of balance transfer facility that may have been availed by the Card Member;
6. Payment towards retail purchases.

Notwithstanding anything contained herein above: (i) ICICI Bank may, at its discretion, appropriate such payments towards the dues, if any, payable by the Card Member in respect of other facilities availed by the Card Member from ICICI Bank in the order specified in the relative documents or otherwise; (ii) the order of appropriation may be modified by ICICI Bank at its discretion.

Excess amounts, if any, remaining after such appropriation may be appropriated against the amounts, which are to be specified in the immediate next Statement/s to be generated by ICICI Bank. ICICI Bank will assign a Credit-Limit to a Card Account, which must not be exceeded at any time. However, if the total outstanding exceeds the Credit-Limit, an additional charge will be levied on the excess amount. The Card Member shall be entitled to apply for a review / enhancement / reduction of the Credit Limit and/or Cash Limit (if provided by ICICI Bank), upon completion of 12 months of his membership. Alterations upon such review, if any, of the Credit Limit and/or Cash Limit will be at the sole discretion of ICICI Bank. ICICI Bank shall at its sole discretion be entitled to review (including enhancement or reduction) of the Credit Limit and/or Cash Limit assigned on the Card at any time and only enhancements, if any, to the Credit Limit and/or the Cash Limit, shall be effected by ICICI Bank with the consent of the Card Member.

**Note:** If the payment for the Total Amount Due is received by ICICI Bank on or before the Payment Due Date, no service charge will be levied. However, all cash transactions and drafts will attract a service charge at the prevailing rate from the date of transaction until the payment for the same is received by ICICI Bank.

(I) ICICI Bank will be entitled, but not bound, to give effect to any instructions given by the Card Member to affect his Credit Card payments by crediting his Card Account and debiting, with like amount, such other account as may have been established by the Card Member with ICICI Bank. The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Card transactions, effected but not yet charged to the Card Account, shall become immediately due and payable in full to ICICI Bank, by the Card Member, his successors, nominees, legal heirs in the event of his death (after adjustment of Credit Shield benefit\*) or insolvency or winding up of the business of the Card Member.

(J) The Card Member expressly accepts that if he 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 agreement with ICICI Bank under which the Card Member is enjoying any financial/credit/other facility, then, ICICI Bank shall, at its sole discretion, without prejudice, exercise all or any of its rights and remedies available to it in these Terms and Conditions and/or applicable laws.

(K) Without prejudice to the other rights of ICICI Bank hereunder, in case of delay in payment ICICI Bank reserves the right to withdraw the Credit Card privileges by instructing the Merchant Establishments not to honour the Credit Card. The Card Member accepts that, at its sole discretion, ICICI Bank or its appointed representatives/agents, may at any time follow up with him for payment against charges earlier incurred on the Card. The Card Member also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by ICICI Bank for related and incidental

matters including, charges for renewal/ replacement of a Card, for duplicate statement /charge-slip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest. For details on all Charges, refer Tariff Annexure.

(L) In the event the Cardholder / Card Member does not pay his outstanding dues on the relevant due dates, ICICI Bank shall be, in addition to the various rights and remedies of ICICI Bank referred to in the clauses herein, irrevocably entitled and authorised to contact and require the Cardholder's/Card Member's employers to make deduction/s from the salary/wages payable by the employer to the Cardholder / Card Member and to remit the same to ICICI Bank until all of the Cardholder / Card Member dues outstanding from the Cardholder / Card Member to ICICI Bank are completely discharged. The deductions shall be of such amounts, and to such extent, as ICICI Bank may communicate to (and instruct) the Cardholder's / Card Member's employers. The Cardholder / Card Member shall not have, or raise/create, any objections to such deductions. No law or contract governing the Cardholder / Card Member and/or the Cardholder's / Card Member's employer prevents or restricts in any manner the above right of ICICI Bank to require such deduction and payment by the Cardholder's / Card Member's employer to ICICI Bank.

## **VII. Cash Withdrawal**

The Card Member can use the Card to access emergency cash from teller counters at ICICI Bank branches/Automated Teller Machines (ATMs) of select ICICI Bank locations or correspondent banks/other locations as decided periodically by ICICI Bank and as specified by ICICI Bank to Card Member from time to time. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by ICICI Bank for each Card Member. The Card Member shall be required to retain the record of the transaction, generated by the ATM, with him. A transaction fee would be levied on all charges and would be billed to the Card Member in the Statement communicated thereafter. In addition, all cash withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by ICICI Bank. This service charge will be debited to the Card Account. The transaction fees and service charges as stated above are non-refundable. The Cash Limit on selective Card, as may be specified by ICICI Bank, for the first one hundred eighty (180) days from the date of issuance of the Card shall be Nil. After the expiry of the first 180 days' period, the Cash Limit shall be made available to the Card Member by ICICI Bank at its sole discretion and on such terms as may be communicated by ICICI Bank from time to time.

## **VIII. Draft on Phone**

Request for issue of drafts can be made on the Card Account over the telephone through ICICI Bank Customer Care. All drafts will be issued only for amounts not exceeding the available Cash-Limit and a transaction fee would be levied on all drafts and would be billed to the Card Member in the Statement. In addition to the transaction fee, all drafts will also attract a service charge and shall be payable from the date of issuance of the draft to the date of repayment by the Card Member to ICICI Bank. The service charge will be debited to the Card Account at ICICI Bank's prevailing rate. The transaction fees and service charges as stated above are non-refundable. ICICI Bank reserves the right to discontinue this facility at any time without prior notice and without liability to the Card Member. The draft once issued will be mailed /couriered to the Card Member's mailing address last recorded in ICICI Bank's records. While every effort will be made to deliver the draft within 4 working days from the time the request is received by ICICI Bank Customer Care, no assurance on this behalf is held out. ICICI Bank will not be responsible on account of non-delivery or delays in delivery or non-receipt of drafts. If a draft is lost or is to be cancelled, ICICI Bank Customer Care must be informed immediately. ICICI Bank will refund the principal of the draft only through credit to the Card Account after receiving a duly filled indemnity (in a form acceptable to ICICI Bank) from the Card Member. For drafts to be cancelled the draft must be returned and a cancellation charge will be levied. If a draft is lost/stolen, ICICI Bank will not be responsible for replacement or compensation.

## **IX. Insurance Benefit**

The Card Member may be offered various insurance benefits from time to time by ICICI Bank through a tie up with the Insurance Company. In all cases of claim, the Insurance Company will be solely liable for settlement of the claim, and the Card Member will not hold ICICI Bank responsible in any manner whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever. Subject to the terms of the below para, the Insurance Company will be absolved of all its liabilities by releasing approved dues to the nominee of the Card Member whose name and signature, duly witnessed, appears on the insurance nomination form forwarded by the Card Member to the Insurance Company directly or through ICICI Bank. Any change in the nomination will be intimated to ICICI Bank by the Card Member in writing. The Card Member further acknowledges that the insurance benefits so provided will be available to the Card Member only so long as the Card Member is and remains a Card Member of ICICI Bank with his Card Account being good and regular and no event of default has occurred. The Card Member further agrees that the insurance claim proceeds may be placed in escrow by the Insurance Company at the direction of ICICI Bank until satisfactory discharge of all outstanding liabilities on the Card by the Card Member. In the event of the Card facility being terminated, for whatever reason, all such insurance benefits shall automatically and ipso facto cease to be available from such date of cessation of membership. ICICI Bank may at any time (at its sole discretion without giving any prior notice thereof) modify, suspend, withdraw or cancel these insurance benefits and there will be no binding obligation on ICICI Bank to continue these benefits.

## **X. Lost, Stolen or Misused Credit Cards**

If a Card is lost or stolen, it must be reported immediately to ICICI Bank either through the Customer Care or simply SMS CCBLK <last four digits of your card> to <5676766> from your registered mobile number only. ICICI Bank shall thereupon suspend the Card. The Card Member is advised to file a First Information Report (FIR) with the local police station, so that the Card Member can produce its copy whenever requested by the bank. The Card Member shall be primarily responsible for the security of the Card, including theft and for the transactions using the Card. The Card Member shall not be liable for any transaction(s) done on the Card, post reporting its loss/theft/damage. However, in case of any dispute relating to the time of reporting such loss/theft/damage and/or transactions done on the Card post reporting of the loss/theft/damage/misuse, ICICI Bank reserves the right to ascertain such time and or the authenticity of the disputed transactions. ICICI Bank will, upon adequate verification, suspend the Card Account and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Card Member.

Card Members 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 above steps 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 Account.

No liability shall attach to the Card Member for any unauthorised transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon ICICI Bank having suspended the Card Account. Liability of any transaction done 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.

ICICI Bank reserves the right to block the Credit Card on suspected risk of compromise in order to protect the interest of the Card Member and to avoid misuse in any manner on the Card Account. The Card Member shall not be able to use the blocked Card for any transaction/s and shall receive a replacement Card within 7 (seven) working days.

In the event, the Card Member, after being informed by ICICI Bank of the probable fraud risk, still requests to unblock the Card, ICICI Bank shall not stand liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.



## **XI. Exclusion of Liability**

Without prejudice to the remedies available to ICICI Bank and these Terms, 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 person/Merchant Establishment to honour or accept a Card;
- c) the malfunction of any computer terminal;
- d) the giving of Transaction Instruction by any person other than by a Card Member;
- e) handing over of the Card by the Card Member to anybody other than ICICI Bank or its representatives;
- f) ICICI Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date on the face of the card;
- g) the exercise by ICICI Bank of its right to terminate any Card and the Card Account;
- h) any injury to the credit character and reputation of 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;
- i) any mis-statement, misrepresentation, error or omission in any details disclosed by ICICI Bank; In the event a demand or claim for settlement of outstanding dues from the Card Member is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Card Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Member, in any manner.

The Cardholder acknowledges that the provision of the facility of receiving alerts on mobile phone number or e-mail, provided by the Cardholder while applying for the Credit Card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by ICICI Bank or otherwise. The Cardholder accepts that timelines, accuracy and readability of alerts sent by ICICI Bank will depend on factors affecting other service providers engaged by ICICI Bank or otherwise. ICICI Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Cardholders.

## **XII. Balance Transfer Facility**

**A) Definitions: "Facility"** means transfer, at the sole discretion of ICICI Bank, of such amount of the outstanding balances on Card Member's other bank's Credit Cards to Card Member's Card provided / agreed to be provided by ICICI Bank, not exceeding the available Credit-Limit.

**"Easy BT"** means the Facility in the event the Card Member converts the mode of repayment of the Facility into Equated Monthly Instalments.

**"EMI" or "Equated Monthly Instalment"** means the Equated Monthly Instalment of the amounts payable by the Card Member to ICICI Bank in respect of the Facility, comprising of principal amount of the Facility and interest thereon.

**"Interest Free Balance Transfer"** means the Cardholder avails of the Facility at 0% interest rate for a definite period specified by ICICI Bank.

**"LTBT" (Life-Time Balance Transfer)** means the Cardholder avails of the Facility for an unspecified period of time at a rate specified by ICICI Bank at the time of availing of the Facility.

### **B) Usage of the Facility:**

Under the Facility, ICICI Bank shall at its sole discretion, permit the Card Member to transfer all or part of his outstanding balances on Credit Cards issued by other banks / entities, to his Card Account. Such transfer shall be affected by way of a demand draft sent to the mailing address of the Card Member, last registered with

ICICI Bank, favouring the other bank / entity issuing the Credit Card for crediting the card account of the Card Member with such other bank / entity for the approved Facility amount.

ICICI Bank shall not be liable for any overdue payments or service charges that may be incurred by the Card Member in respect of his other Credit Card, post the Facility being granted / agreed to be granted by ICICI Bank. The Card Member shall remain liable to continue to make payments to the other Credit Card issuing bank / entity until the transferred amount of the Facility is received by the other Credit Card issuing bank / entity. Additionally, the Card Member shall also receive the confirmation in a future statement providing that his card account with the other Credit Card issuing bank / entity has been credited. The Facility shall be available to the Primary Card Member as well as the Supplementary Card Member, subject to the available Cash-Limit and/or Credit Limit and will be provided to the Card Member requesting the facility.

The Cash-Limit and/or the Credit-Limit on the Card will be blocked by the amount of the Facility granted to the Card Member. The Card Member shall be required to pay a non-refundable processing fee on the Facility up to the percentage specified by ICICI Bank to the Card Member as specified in the Tariff Annexure. GST shall be applicable on the processing fee and interest amount as per ICICI Bank's prevailing rates. Such amount shall be reflected in the Statement for the particular month.

On applying for the Facility to ICICI Bank by the Card Member, ICICI Bank shall conduct a dummy authorisation for Rs Ten (10) on the Credit Card of the other bank for which the Facility is availed of. If the authorisation is successful, the Balance Transfer (BT) transaction will be processed, subject to other terms and conditions at the sole discretion of ICICI Bank.

### **C) Repayment:**

In case of the Facility being Easy BT, the Card Member shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by ICICI Bank to the Card Member at the time of making the offer for the Facility and as also as communicated to the Card Member thereafter. The interest calculation will start from the time the request regarding Easy BT has been confirmed from the Card Member. The amount of the EMIs together with other details of the Facility (including rate of interest) shall be also communicated to the Card Member at his/her mailing address. The amount of EMI due for a particular month shall subsequently be reflected in the Statement of that particular month. ICICI Bank shall be entitled / is authorised by the Card Member to debit the Card Account of the Card Member on a monthly basis for the amount of EMI due for that particular month, as has been intimated to the Card Member through the Statement. Upon repayment by the Card Member, the Cash Limit / Credit Limit shall be reinstated to the extent of the amount of EMI repaid by the Card Member.

The Card Member shall be required to pay the entire amount of the EMI for a particular month on the Payment Due Date, as indicated in the Statement and the same shall not be permitted to be carried forward/included in the next Statement. In the event the payment is not made by the Payment Due Date as specified, it shall be construed as a default by the Card Member and Card Member shall become liable to pay the amount together with the interest as may be leviable on his Facility and late payment charges, as specified in the Tariff Annexure.

The amount of the Facility in cases other than Easy BT shall form part of the Total Amount Due and/or EMI Amount Due and shall be repayable in the manner as provided in Clause VI and XXXIV, respectively. In case the Card Member avails the Interest free Balance Transfer, only the principal balance amount transferred is interest-free for the specified period. In case the Card Member makes only part payment of the TAD after availing the Facility, the amount paid by the Card Member shall be appropriated and interest and service charges shall be levied as per the terms and conditions stated in Clause VI (I) above.

In case the Card Member avails of the LTBT, the rate specified by ICICI Bank applies only to the principal balance amount transferred. In case of part payment of the TAD after availing of the Facility, the amount paid by the Card Member shall be appropriated and interest and service charges shall be levied as per the terms and conditions stated in Clause VI (I) (c) above. 5% of the principal balance amount transferred shall be considered while calculating the MAD.

**Foreclosure of Facility:**

In case of the Facility being Easy BT, if the Facility is foreclosed/ terminated before the tenure of the repayment of the Facility, the amount of the Facility outstanding at the time of foreclosure/termination together with all interest thereon and all other monies in respect of the Facility shall become repayable by the Card Member immediately. The Card Member may foreclose the Facility at any time by contacting ICICI Bank's Customer Care to avail of the foreclosure.

The Card Member shall pay such foreclosure charges as may be indicated by ICICI Bank in the communication sent to the Card Member at the time of granting the Facility.

ICICI Bank shall, without prejudice to all rights and remedies, have the right to call upon the Card Member to forthwith repay the Facility, all interest thereon and all other monies in respect of the Facility upon occurrence of event of default in payment of EMI for two consecutive months and the Card Member shall be liable to repay all such amounts upon such demand.

**Cancellation of Facility:**

The Card Member may cancel the Facility within 15 days of granting the Facility, by contacting ICICI Bank's Customer Care. Such cancellation shall be subject to return of the demand draft at <Credit Card Operations, ICICI Bank Ltd. C Wing, Autumn Estates. Chandivali Farm Road, Chandivali. Next to Chandivali Studio, Opp. MHADA Andheri - East, Mumbai - 400072> and non-encashment of the demand draft by the Card Member or the beneficiary.

**XIII. Supplementary Card**

Upon receipt of a request by the Primary Card Member for issuance of an add-on Card to the family member(s) of the Primary Card Member, ICICI Bank shall at its sole discretion issue a Supplementary Card to the family members of the Primary Card Member on such terms and conditions as decided by ICICI Bank from time to time.

The usage of the Supplementary Card shall be deemed acceptance of these Terms and Conditions. The holder of any Supplementary Card and the Primary Card Member, authorising its issuance, are jointly and severally bound

/liable by these Terms and Conditions / for payment, however it shall be the Primary Card Member's responsibility to ensure payment of all charges due and payable under the Supplementary Card. The facility of a Supplementary Card, being a special facility at such fee/rate as may be stipulated by ICICI Bank from time to time, continuation of the membership of the Supplementary Card Member will be solely dependent on the continuation of membership of the Primary Card Member.

**XIV. Billing**

All Card Members will be billed on a monthly basis for all Charges incurred by the use of Card and for all charges applicable to the Card Account. ICICI Bank shall endeavour that no delay is caused in dispatching the Statement to the Card Member. 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 preceding month. The billing statement will be dispatched on a monthly basis to customers only through e-mail to the e-mail ID as per our records.

ICICI Bank shall endeavour to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Card Member. In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on part of ICICI Bank in dispatching them, the Card Member shall pay ICICI Bank the sum total of all dues calculated by using copies of the charge slips in his possession by the Payment Due Date or by enquiring the same by calling ICICI Bank Customer Care.

## **XV. Terms for Instant Merchant Based Instalment Programme**

"EMI" or "Equated Monthly Instalment" means the equated monthly instalment of amounts payable by the Card Member to ICICI Bank comprising of principal amount, interest and any/ or other charges, if applicable.

"Instant EMI" refers to the conversion into EMI upon request by the Card Member, of transactions performed using the Card at ICICI Bank EDC (Electronic Data Capture) terminal and/or for such online transactions, where the option for such conversion is available. ICICI Bank shall be entitled to, at its sole discretion, make available to individual Card Member, Instant EMI on the Credit Card, without prejudice to the obligation of the Card Member to make immediate payment on the incurring of the Charge, the Card Member may, seek to avail of the option of paying for certain purchases through EMIs as will be informed to the Card Member by ICICI Bank Customer Care and as indicated in the Statement sent to the Card Member which shall be subject to the following terms:

(i) Once a Card Member has opted for payment by Instant EMIs, any subsequent change will attract a pre- closure charge as may from time to time be fixed by ICICI Bank depending upon the nature of the purchase;

(ii) In case any portion of the billed and outstanding charges are not permitted to be paid in Instant EMIs and such portion is not paid by the Payment Due Date, the same will bear and carry an interest, service charge and late payment charge at the rate and in the manner stated in Clause VI; (iii) The Instant EMI facility will be available with respect to the Credit Card which presently comprise of the following purchases, viz.,

(a) New purchases at Merchant Establishment;

(b) Conversions of past purchases at Merchant Establishment through ICICI Bank Customer Care.

(iii) The Instant EMI facility is available to the Card Member at ICICI Bank's sole discretion and such facility will be available:

(a) for such period and at such Merchant Establishments as ICICI Bank may decide;

(b) the interest component of the Instant EMIs will be Card Member and Merchant specific as decided by ICICI Bank; (c) the amount of down payment, the amount of transaction fee, the tenure for the payment of Instant EMIs and other payment particulars will be Card Member and Merchant specific as ICICI Bank may decide. This facility of Instant EMI is not available on Business Card, Corporate Card, EMI Card and American Express Card.

## **XVI. Auto Debit Facility**

The Card Member may avail of auto debit facility for making the payments of the Card dues. On availing of the auto debit facility, the bank account of the Card Member (details of which shall be provided to ICICI Bank) will be debited, for the above amount, on the Payment Due Date as indicated in the Statement sent to the Card Member. Provided, however, that the Payment Due Date should be a Business Day otherwise the bank account shall be debited on next Business Day. In the event of the said bank account not having sufficient funds on the Payment Due Date, the Card Member shall be liable to pay all the Charges applicable in addition to the Card dues. The Card Member agrees and confirms that all the particulars submitted to ICICI Bank by the Card Member for availing of the auto debit facility shall be correct and complete. ICICI Bank shall not be liable if the auto debit transaction is delayed or not effected at all for reasons of incomplete or incorrect information or for any reason whatsoever. The Card Member further agrees and undertakes to inform the Card Member's bank of the auto debit instructions issued in favour of ICICI Bank and not to close the said bank account without the prior consent of ICICI Bank. Such instructions cannot be withdrawn /cancelled except with the written consent of ICICI Bank.

## **XVII. Returned Payments**

In case the cheque, or any other payment instrument or instruction given by the Card Member, towards payment of his Card dues, is not honoured, or must be returned to the Card Member because it cannot be processed, ICICI Bank reserves the right to initiate legal proceedings against the Card Member and will levy fee at

its sole discretion and/or temporarily/permanently cancel the Card. The Card Member will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by ICICI Bank.

#### **XVIII. 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 Credit Card is lost, stolen or fraudulently misused and the same is reported as provided in Clause IX herein above, 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 Cardholder 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. In case of facilities availed of through the ICICI Bank Customer Care/Infinity access to the ICICI Bank Customer Care/Infinity by using the PIN/Password/User ID will be conclusive proof of the Card Member effecting the transaction. ICICI Bank shall not be required to ensure that the Card Member has duly received the purchased goods or services. In the event the Card Member chooses to disagree with a charge indicated in the Statement, the same should be communicated to ICICI Bank within 60 (Sixty) days of receipt of the Statement, failing which it would be construed that all Charges indicated in the Statement are in order.

#### **XIX. Security**

In case of a secured Credit Card the whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Card Member will be secured by way of pledge/hypothecation of such securities/Fixed Deposits/such other assets as approved by ICICI Bank standing in the name of the Card Member singly or jointly with any other person or securities standing in the name of the third party, in the form and manner as prescribed by ICICI Bank. The Card Member shall execute all such documents in the form and manner satisfactory to ICICI Bank for creation of the security. Costs involved in creation of security and completion of all other formalities, including but not limited to stamp duty, etc. shall be borne by the Card Member.

#### **XX. Collections**

ICICI Bank shall be entitled, at the sole risk and cost of the Card Member, to engage one or, more person(s) to collect the Card Member's dues and/or to enforce any security provided by the Card Member, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Card Member and the security as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as ICICI Bank deems fit.

#### **XXI. Quality of Goods and Services**

ICICI Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed 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 Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services, ICICI Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise 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 obligation to pay all the Charges to ICICI Bank and the Card Member agrees to pay such charges promptly.

#### **XXII. Credit Transaction**

A debit for a purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The Card Member must pay for the purchase transaction as it appears in the Statement to

avoid any additional charges being levied. On cancellation the refund will only be credited to the Card Account (less cancellation charges) as and when received by ICICI Bank.

However, on successful submission of credit charge slip by the Card Member, the credit shall be posted to the Card Account. If the credit is not posted to the Card Account within a reasonable time, the Card Member must notify ICICI Bank.

### **XXIII. Charges made in Foreign Countries**

The Card Member declares that the Credit Card issued to him, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Card Member exceeds his entitlements as per the exchange control guidelines of RBI, the Card Member shall bring the same immediately to the notice of ICICI Bank in writing. If the passport is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Card Member, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the Card facility either at ICICI Bank's instance or by RBI. ICICI Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on ICICI Bank becoming aware of the Card Member exceeding his entitlements. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees. The conversion will take place on the date the transaction is settled with ICICI Bank, which may not be the same date on which the transaction was done. If the transaction is not in US Dollars, the conversion will be made through US Dollars, by converting the charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees. Unless a specific rate is required by applicable law, the conversion rate from US Dollar to Indian Rupees will be at the rates provided by Visa, Mastercard and Amex on the settlement date, increased by a Currency Conversion Factor assessment on such transactions.

### **XXIV. ICICI Bank Credit Card Rewards**

1. "Amazon Pay Reward Scheme" shall mean the reward scheme of ICICI Bank in collaboration with Amazon Pay (India) Private Limited.
2. "Reward Points" shall be the reward points awarded under the Amazon Pay Reward Scheme.
3. "Amazon Pay" refers to the pre-paid wallet run by Amazon Pay (India) Private Limited.
4. "Prime Membership" shall mean the membership of the platform run under the name and style of 'Amazon Prime'.
5. Earn rate for Reward Points will depend upon Prime Membership of the Card Member.
6. Reward Points earned will be credited to Amazon Pay balance of the account used to apply for the Amazon Pay ICICI Bank Credit Card.
7. For Card Members having Prime Membership, earn rate of the Reward Points will be 5% of the transaction amount for all the transactions done at [www.amazon.in](http://www.amazon.in) (including Amazon Now)
8. For Card Members not having Prime Membership, earn rate of the reward points will be 3% of the transaction amount for all transactions done at [www.amazon.in](http://www.amazon.in) (including Amazon Now).
9. Earn rate will be 2% of transaction amount for all transactions made in digitally fulfilled categories, kindle, login and pay through Amazon, loading Amazon Pay Wallet, Amazon flight bookings and payment made through Card at the time of delivery.
10. 1% Reward Points will be offered for all purchases made at platforms known and run in under the name and style of "Amazon Wholesale" and "Amazon Business".
11. 1% Reward Points will be offered for all other purchases other than above transactions at [www.amazon.in](http://www.amazon.in)
12. Purchase of fuel and gold coins will not be eligible for Reward Points.
13. EMI transactions and cash transactions will not be eligible for Reward Points.

14. All Reward Points will be credited as Amazon Pay balance in terms of Amazon Gift Cards and can be redeemed as per the terms and conditions applicable to such Amazon Gift Card at the time of issuance.

#### **XXV. Disclosures**

1) The Card Member hereby consents to the sharing of the following information with Amazon and their affiliates by ICICI Bank Limited - i) Customer's name and address ii) Card Member's spends along with Card activation date and the interest rates and other charges applicable on the Card iii) Statement Dates iv) Rewards earned by the Card Member.

2) The purpose of such data sharing is for Amazon to update its records, provide curated offers and services with respect to the Card.

3) The Card Member can opt out of such data sharing at any point of time by cancelling the Card. The Card Member can do so by calling on <18001020123>.

4) The Card Member authorises ICICI Bank to exchange, share or part with all the information, data or documents relating to his/her application to Companies / banks / financial institutions / credit bureaus / agencies / regulatory authorities / statutory bodies / tax authorities / Central Information Bureaus / such other persons as ICICI Bank / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold ICICI Bank / its Group Companies liable for use of this information. In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance/facilities/ financial/credit facility or interest/charges due thereon, ICICI Bank and/ or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/ or its directors/partners/ supplementary Cardholders, as applicable, as defaulters in such manner and through such medium as ICICI Bank or RBI in their absolute discretion may think fit. ICICI Bank shall disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau (specifically authorised by RBI) through Statements.

5) Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. ICICI Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his / her family members), ICICI Bank may, after 15 days' prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Card Member. 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.

6) ICICI Bank/Group Companies reserve the right to retain the application forms and documents provided therewith, including photographs, and will not return the same.

#### **XXVI. Debt Assignment**

ICICI Bank shall have the right to transfer, assign and sell in any manner, in whole or in part, the Credit Card outstanding and dues to any third party of its choice without reference or intimation to the Card Member. Notwithstanding any such sale, assignment or transfer, ICICI Bank shall be fully empowered to proceed against the Card Member. The Card Member shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

#### **XXVII. Miscellaneous**

ICICI Bank reserves the right to offer to the Card Members, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. ICICI Bank reserves the right to waive

or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Member. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to the Card Member, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by ICICI Bank, or a Merchant Establishment or any other third party. ICICI Bank reserves the right to use the information provided by the Card Member on his application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by ICICI Bank/Affiliates. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for the Card Members. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Card Member of any such revisions/changes in any manner as seemed appropriate. The Card Member will be bound by such revisions/changes unless the Card is returned to ICICI Bank for cancellation before the date on which the revisions/changes are made.

The details of all transactions recorded in the Card Account of the Card Member may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Card Member and/or his family members, and for fraud prevention. In addition to the general right to set off or other right conferred by law or under any other agreement, ICICI Bank may, without notice, combine or consolidate the standing balance on the Card Account with any other account(s) which the Card Member maintains with ICICI Bank and its Group Companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Card Member's liability to ICICI Bank under his Card Account. The Card Member shall forthwith notify ICICI Bank of any change in his name, address, contact number and e-mail ID 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 shall comply with all such terms and conditions as ICICI Bank or its Affiliates may prescribe from time to time for facilities/ services availed by the Card Member. 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 legally binding and valid transactions 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.

#### **XXVIII. Set-Off**

(i) ICICI Bank and its Group Companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including Fixed Deposits) held/ balances lying in any other account(s) of the Card Member maintained with ICICI Bank and / or its Group Companies, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank and/or its Group Companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Card Member in any capacity) towards the satisfaction of the Card Member's liability under his Card Account. ICICI Bank and/ or its Group Companies are entitled without any notice to the Card Member, to settle any indebtedness whatsoever owed by the Card Member to ICICI Bank and/or its Group Companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Card Member with ICICI Bank and/or its Group Companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. ICICI Bank's and its Group Companies' rights hereunder shall not be affected by the Card Member's bankruptcy, death or winding-up. It shall be the Card Member's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.



(ii) In addition to the above right or any other right which ICICI Bank and its Group Companies may at any time be entitled whether by operation of law, contract or otherwise, ICICI Bank is authorised / will be entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Card Member with or to any branch of ICICI Bank and/or its Group Companies; (b) to sell or otherwise dispose of any of the Card Members' securities or properties held by ICICI Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to ICICI Bank and/or its Group Companies from the Card Member, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its Group Companies.

#### **XXIX. iAssure Service**

**"iAssure service"** is the subscription based service wherein a payment holiday is offered by ICICI Bank to select Card Members, providing them the option of an extended interest free credit period of an additional 75 (seventy-five) days from the Payment Due Date, to make payment of the amount billed to the Card in certain predefined eventualities, as may be communicated to the Card Member by ICICI Bank.

**"iAssure Subscription-kit"** means the communication sent to the Card Member providing all the relevant details of iAssure service once the Card Member has enrolled for iAssure service. ICICI Bank reserves the right to offer Card Members, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, at its sole discretion, in times of financial difficulties, upon the occurrence of certain events as may be specified in the iAssure subscription-kit. ICICI Bank shall inform the Card Members who are being offered the iAssure service through a communication sent to the Card Member at the billing address or by calling the Card Member at the registered phone number or in any other manner as ICICI Bank may deem fit.

Upon communication being made of the same, in order to avail of the iAssure service, the Card Member shall be required to enrol for iAssure service by registering with ICICI Bank in such manner as may be communicated to the Card Member. On enrolment an iAssure subscription-kit shall be dispatched to the Card Member's billing address. In case the Card Member does not receive the iAssure subscription-kit within 20 (twenty) days from the date of enrolment, the Card Member shall be required to inform ICICI Bank Customer Care, failing which the subscription to iAssure service will stand terminated. To activate the payment holiday under iAssure service, the Card Member must inform ICICI Bank Customer Care within 30 days of the occurrence of any of the specified events provided the Card Account has not become a Delinquent Account and no other event of default has taken place, at the time of requesting for such activation. The Card Member shall be entitled to avail of the payment holiday under iAssure only after completion of three consecutive months of fully paid subscription and upon the occurrence of any of the specified events, being such amount and such events as may be communicated to the Card Member in the iAssure subscription-kit. Such period shall be six months in case of new Card Members. The iAssure service may be availed only in relation to any one of the specified events at a time. The Card Member shall be eligible to avail of the iAssure service only up to a maximum of Rs 50,000 of the TAD as on the date of the occurrence of the specified event for which the Card Member is activating the payment holiday under iAssure service. However, any additional spends made by the Card Member during the period between the event date and the iAssure service activation request date (both days inclusive) shall become payable immediately before the payment holiday under iAssure service gets activated.

Post enrolment, the Card Member will be billed on a monthly basis for the fees towards iAssure service which will be communicated in the Statement. The Card Member may opt for de-subscription by calling up ICICI Bank Customer Care at any time during the period of subscription. However, such de-subscription and discontinuation of fees shall be effective on Statements generated on the 15th day of the current or subsequent month, whichever is earlier. The documentation that the Card Member shall be required to submit for activation of the iAssure service shall also be communicated in the iAssure subscription-kit. Upon activation of the iAssure service, the use of the Card / Card Account shall be restricted till such time as repayment of the amount due for which iAssure service had been extended, is made. Upon expiry of the term of the extension of the iAssure service, the Card Member shall be immediately required to make payment of the entire amount due. In the event the Card Member fails

to do so, interest will be charged on the outstanding amount for the entire period of such iAssure service. ICICI Bank may, at its own discretion, decide on resetting the fees to continue subscription, or may decide not to offer iAssure service to the Card Member subsequently and communicate the same to the Card Member at the billing address recorded in ICICI Bank's records.

### **XXX. Settlement of Disputes**

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

### **XXXI. Terms and Conditions**

The Terms and Conditions for the Card shall be available on the ICICI Bank website. ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and 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 at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full. ICICI Bank may communicate the amended Terms by hosting the same on the Infinity 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 Infinity 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 shall be communicated to the Card Member, in the above manner, one month prior to the date of their implementation.

### **XXXII. Notices**

All notices or other communications under or in connection with these Terms and Conditions including all amounts due from the Card Member shall be given in writing to <ICICI Bank Limited, ICICI Phone Banking Centre, ICICI Bank Tower, 7th floor, Survey no.: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, India> and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective:

(j) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to ICICI Bank shall be effective unless actually received and acknowledged by ICICI Bank. Notices or communication may be made to: (i) the Card Member's address or facsimile number as recorded in ICICI Bank's records and to which notices / communications are to be sent (as specified in the Application Form), and (ii) ICICI Bank's zonal / regional / branch /office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Card Member and ICICI Bank in writing to each other. In the event of any failure by the Card Member to notify ICICI Bank in writing of any changes in its contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Card Member shall be deemed to be proper and sufficient service on the Card Member irrespective of whether or not such notice shall be returned "unserved" to ICICI Bank. A notice published in the newspaper available in the area of residence or work of the Card Member shall be sufficient notice to the Card Member from the date of its publications; provided however, a notice in a newspaper shall not be effective against ICICI Bank unless acknowledged by ICICI Bank.

### **XXXIII. Secured Credit Card Terms**

1. These Terms and Conditions (the "Terms") apply to and regulate the Secured Credit Card provided by ICICI Bank and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank and Terms and Conditions governing ICICI Bank's Fixed Deposit (the "Primary Terms and Conditions") as available on [www.icicibank.com](http://www.icicibank.com). To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail. All capitalised terms used herein, but not defined shall have the same meaning as specified under Primary Terms and Conditions.

2. "Cardholder" shall mean a person who has / places a Fixed Deposit with ICICI Bank and applies for ICICI Bank's Secured Credit Card and is issued a Secured Credit Card, subject to the Primary Terms and Conditions and Terms as specified herein.

3. "Secured Credit Card" shall mean ICICI Bank Secured Credit Card issued by ICICI Bank to the Cardholder against the Fixed Deposit maintained by the Cardholder with ICICI Bank.
4. In order to be eligible for availing of the Secured Credit Card, the Cardholder shall be required to maintain / place a Fixed Deposit of minimum Rs 20,000 with ICICI Bank.
5. The credit limit on the Secured Credit Card shall be eighty five percent (85%) of the Fixed Deposit amount, subject to minimum credit limit of Rs 17,000 and maximum of Rs 3 lakh. The said credit limit may be subject to change at the sole discretion of ICICI Bank from time to time and shall be communicated to the Cardholder through such mode and manner as deemed fit by ICICI Bank.
6. The Cardholder shall be required to place the Fixed Deposits in the manner specified and upon execution of the relevant documents as specified by ICICI Bank from time to time. The Cardholder shall be required to place Fixed Deposit at an ICICI Bank branch only or such other alternate channel as shall be decided and communicated by ICICI Bank at its sole discretion from time to time. The Fixed Deposits so opened shall be opened on auto renewal mode only. In the event of cancellation of the Card by Cardholder/ ICICI Bank, the Fixed Deposit linked to the Secured Credit Card shall continue in accordance with the instructions placed by the Cardholder at the time of placing the Fixed Deposit.
7. Upon issuance of the Secured Credit Card, ICICI Bank shall mark a lien on the entire amount of the Fixed Deposit placed by the Cardholder, including interest earned by the Cardholder, until the termination of the Secured Credit Card or maturity of the Fixed Deposit, as the case may be.
8. In the event that applicant has an existing Fixed Deposit with ICICI Bank, the Fixed Deposit will be linked to the Cardholder's Secured Credit Card account and the Fixed Deposit shall be converted in to an auto- renewal mode with immediate effect. The prevailing rate of interest applicable at the time of auto - renewal of the Fixed Deposit shall be applicable on the said Fixed Deposit amount.
9. The Cardholder/s shall not be able to make any part withdrawals from the Fixed Deposit linked to the Secured Credit Card.
10. The Fixed Deposits opened / placed by Hindu Undivided Families (HUFs), Partnership firms, minors or opened jointly by applicant/s shall not be entitled for Secured Credit Card. Only those Fixed Deposits which are in the name of single individual shall be eligible for Secured Credit Card.
11. Nomination facilities shall be available for the Fixed Deposit facility.
12. In the event of termination / withdrawal / cancellation of the Fixed Deposit or the Secured Credit Card or if the Cardholder fails to pay the amount outstanding on the Secured Credit Card within 60 days from the due date, or if the amount outstanding on the Secured Credit Card including any fees, charges or any other amount levied by ICICI Bank as per the Terms sums up to more than 95% of the Fixed Deposit amount at any point in time, ICICI Bank shall have the right to liquidate the entire Fixed Deposit amount including the interest accrued and set off such amount against the outstanding amount payable to ICICI Bank under the Secured Credit Card. Any balance remaining after the above referred deduction shall be refunded to the Cardholder.
13. The Secured Credit Card shall be activated after the lien is marked on the Fixed Deposit.
14. At any given point of time only one Secured Credit Card can be issued to a Cardholder.

#### **XXXIV. Declarations**

1. Card Member declares that all the particulars and information while applying for the Card are true, correct, complete and up to date in all respects and Card Member has not withheld any information. Card Member confirms that Card Member has had no insolvency initiated against him nor has Card Member ever been adjudicated insolvent. Card Member has read the application form and brochures and is aware of all the

terms/conditions of availing of finance from ICICI Bank Limited. Card Member authorises ICICI Bank Limited to make references and enquiries related to information in this application which, ICICI Bank Limited considers necessary. Card Member undertakes to inform ICICI Bank Limited regarding change in his/her residence/employment and to provide any further information that ICICI Bank Limited may require.

2. Card Member understands that certain particulars given by Card Member are required by the operational guidelines governing banking companies.

3. Card Member declares that Card Member has read Terms and Conditions and brochure and is agreeable to the terms/conditions of availing of the Credit Card from ICICI Bank Limited.

4. Card Member declares and undertakes that the Credit Cards issued to the Card Member, if used overseas, shall be utilised strictly in accordance with the relevant exchange control regulations issued and as amended by the Reserve Bank of India (RBI) from time to time. In the event Card Member exceeds his entitlements as per the exchange control guidelines of RBI, Card Member undertakes to bring the same immediately to the notice of ICICI Bank Limited in writing. Further, Card Member also agrees and understands that if Card Member is required to get his passport endorsed for any charges incurred by me/us as stipulated by RBI, the onus of getting his passport endorsed shall lie entirely on Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, Card Member shall be liable for any action under the Foreign Exchange Management Act, 1999, as amended and be debarred from the Credit Card facility either at ICICI Bank Limited instance or by RBI.

5. Card Member gives consent to ICICI Bank for linking Card with any existing ICICI Bank Savings/Current Account, The Card Member further understands that this would enable him to access his ICICI Bank Credit Card account using the existing user ID provided to him under the ICICI Bank Savings/Current Account, if any, through Internet Banking and iMobile app facility. I further understand that I may delink my ICICI Bank Savings/Current Account from my ICICI Bank Credit Card by calling ICICI Bank Customer Care.

6. Card Member understands that any change(s) in the Terms and Conditions will be communicated to the Card Member and will also be available to him/her on request.

7. Card Member has understood these Terms and Conditions and MITC and agrees to abide by them.

8. Card Member further declares that, in the event of change in address due to relocation or any other reason, Card Member would intimate the new address to the Bank within 2 weeks of such a change.

9. Card Member further declares except to the extent disclosed to ICICI Bank, no director or a relative/near relation (as specified by RBI) of a director of a banking company (including ICICI Bank) or a relative/near relation (as specified by RBI) of a senior officer of ICICI Bank (as specified by RBI) is: the applicant(s), or a partner of the applicants concern, or a trustee, member, director, manager, employee of our concern, or of the applicants subsidiary, or applicants holding company, or a guarantor on such applicants behalf, or holds substantial interest in applicant's concern or applicant's subsidiary or holding company.

#### **XXXV. Change of Banking Partner**

Subject to applicable law and relevant approvals, Amazon has the right to initiate a transfer of the co-brand relationship to another bank, at its sole discretion. On invocation of such right, ICICI Bank will transfer Card Member data, obligations and outstanding to such successor bank, as may be appointed, with prior notice to the Card Member. The Card Member hereby consents to such transfer of Card Members data with such successor bank as may be appointed by Amazon. The Card Member can opt out at any point of time by cancelling the Card and paying all the outstanding dues.

#### **ICICI Bank Limited**

Registered Office: <Landmark, Race Course Circle, Vadodara - 390 007>

Corporate Office: <ICICI Bank Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400 051>.

**Disclaimer:**

"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."

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