

Terms & Conditions for ICICI Bank Prepaid Mobile Money Account

These terms and conditions ("Terms") apply to and regulate the provision of specified products and services provided by ICICI Bank through ICICI Bank's Prepaid Mobile Money Account.

Definitions:

"Access Provider" shall mean the telecom service provider and its subsidiaries having the necessary government approvals/ licences, issued inter alia by the Department of Telecommunications, Government of India, and who shall provide telecom access service such as, Short Message Service ("**SMS**"), Unstructured Supplementary Service Data ("**USSD**"), General Packet Radio Service ("**GPRS**") or any other telecommunication protocols to facilitate network communications.

"Mobile Money System" shall mean the technology platform for providing the Facilities such as opening and hosting Prepaid Mobile Money Accounts, providing services, generating and providing various management information system, reports, statements.

"Business Correspondent" or "**BC**" shall mean the business correspondent appointed by ICICI Bank as per the guidelines issued by RBI in this regard, for providing certain services detailed in the Business Correspondent agreement, to the customers of Mobile Money.

"Transactions" shall mean the transactions carried by the Customer for availing the Facilities in the manner prescribed by ICICI Bank in this regard from time to time.

Mobile Money Website/ Website shall mean the website hosted on Mobile Money System under URL www.mobomoney.in/ICICI, which is accessed by Customer for availing Services through Prepaid Mobile Money Account.

"ICICI Bank" shall mean ICICI Bank Limited a company incorporated under the Indian Companies Act, 1956 and having its registered office its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051, and includes its successors, assignees and nominees as appointed by ICICI Bank.

"Prepaid Mobile Money Account/ Account" shall mean a prepaid account opened and maintained by ICICI Bank in the name of the applicant in the Mobile Money System. The Account is linked to the Customer's existing ICICI Bank Saving Account. Such Account shall for certain Customer's who are considered to be eligible in the sole decision of ICICI Bank, may include a Meal Account which is a sub account. The Meal Account is also semi closed loop prepaid account.

"Saving Account" shall mean ICICI Bank saving account of the Customer to which Prepaid Mobile Money Account of the Customer is linked.

"Customer" or **"You"** shall mean an existing Saving Account holder who has registered with ICICI Bank as per the procedure prescribed by ICICI Bank in this regard for the purpose of opening the Account and availing Services and has accepted these Terms

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

"NFC Tag" or **"Tag"** shall mean a prepaid Near Field Communication tag issued by ICICI Bank to the Customer/s enabling them to make Over The Counter (OTC) transaction/s at Merchant Establishment/s.

"ICICI Bank 24-Hour Customer Care Center" refers to phone banking service provided by ICICI Bank, which is available to all ICICI Bank account holders.

"Merchant Establishment" means various merchant outlets which have been on-boarded by ICICI Bank on the Mobile Money System for the purpose of enabling payments to be made via NFC Tag. The Merchant Establishments includes retailers, distributors, canteen vendors or manufacturers.

"Services" shall mean the services offered by ICICI Bank to the Customer/s through the Account and such other services as may be offered by ICICI Bank from time to time. The Services include the following:

- i. Cash-in through Business Correspondent Agent.
- ii. Transfer of funds to Account from Saving Account through ICICI Bank internet banking facility and ICICI Bank SMS banking service.
- iii. Transfer of funds from Account to Saving Account.
- iv. Airtime / DTH Recharge through Website, mobile money application of ICICI Bank or Merchant Establishment/s.
- v. Bill Payment through Website, mobile money application of ICICI Bank or Merchant Establishment.
- vi. Online payment to Merchant Establishments through Website.

"Tariff Annexure" shall mean the annexure detailing the charges applicable for Services offered on the Tag. These charges are subject to changes at the sole discretion of ICICI Bank. However, such changes in charges may be made only with prospective effect giving prior notice of 1 month to the Customer.

"M-PIN" shall mean the numeric password selected by the Customer at the time of self-registration, which shall be used by the Customer for authenticating itself while using Account.

2. Applicability of Terms

These Terms form a contract between the Customer and ICICI Bank. The Customer shall apply to ICICI Bank in the prescribed form for opening / operation of the Account and

availing the related Services. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these Terms.

3. Account Opening

(i) The account opening formalities and the operations thereof in the Account are governed by the applicable laws and internal policies of ICICI Bank and may be revised from time to time. For the purpose of opening the Account and availing the Services, the applicant is required to register itself as per the procedure prescribed by ICICI Bank in this regard.

(ii) Any Transaction undertaken from this Account, shall be in compliance with all applicable laws, regulations and notifications pertaining to the same and any amendments thereto.

(iii) In case of any duplicate account opening request is received by ICICI Bank, or anti money laundering issue or there is any kind of fraudulent activity by the Customer, his/her Account shall be closed and the amount outstanding in his Account at the time of closure including the initial account opening deposit shall be withheld by ICICI Bank.

4. Eligibility Criteria

(i) The Account and the Services are only available to Indian resident(s) who has attained the age of majority and who is competent to contract. The Bank in its sole discretion reserves the right to not to make these Services available to any applicant/Customer if his/her credentials do not meet the norms as contemplated by ICICI Bank.

(ii) The Customer acknowledges that in the event he/she have an existing operative mobile money account with ICICI Bank, he /she cannot apply/ register for the Account. However, the Customer to be eligible for opening an Account should be an existing ICICI Bank saving account customer. During the registration process, the applicant shall fill in his registered mobile number as updated in his Saving Account as per ICICI Bank's records.

5. Issuance of Account and NFC Tag

(i) The Account shall be opened upon successful registration as per the process prescribed by ICICI Bank in this regard. For registration process, documentation processes, KYC requirements, permitted Transactions and other related details relating to the Services, please refer to www.mobomoney.in/ICICI.

(ii) In order to use the Account, the Customer upon successful registration shall have to generate a Mobile Personal Identification Number ("MPIN"). For generating the MPIN, the Customer shall be issued One Time Password (OTP) by ICICI Bank. The process of generating MPIN has been mentioned on www.mobomoney.in/ICICI.

(iii) The Customer understands and hereby consents that the Account shall also have the same nominee as selected by the Customer and registered in his Saving Account.

(iv) The Customer may obtain NFC Tag upon successful registration for the Account, by visiting NFC registration desk set up in premises of the Enterprise. The Business

Correspondent Agent/ICICI staff/Merchant Establishment will issue the NFC Tag to the Customer. The Customer shall use the same M-PIN for authenticating himself/herself, using M-PIN that was entered by the Customer during activation of the Account.

(iv) Tag issuance fee as mentioned in the Tariff Annexure shall be charged to the Customer who has obtained the NFC Tag. Such fee shall be deducted from the Account at the time of issuance of NFC Tag.

6. Operation of Account and NFC Tag

(i) The Account maintained in the name of an individual shall be operated singly. The Account shall not be opened/ operated in joint names/ jointly by two or more individuals.

(ii) Customer shall be provided the Services upon the successful registration and submission of other related documents, if any required by ICICI Bank.

(iii) Customer shall open the Account with an Initial Deposit amount ("ID") as mentioned in the tariff guide.

(iv) In the event of rejection by ICICI Bank of the Account registration, the Customer shall be entitled to get a credit of the amount equivalent to balance in his Account.

(vi) The Customer shall maintain an active mobile phone number with the Access Provider in order to access the Account and the Services. The Customer should ensure that the handset / Mobile Phone has incoming SMS facility. Any change in mobile numbers needs to be notified by the Customer to the Bank.

(vii) The Customer is aware and acknowledges that the performance of the Service is dependent on network provided by the Access Provider. The Customer confirms and acknowledges that the Service/s are available only through a valid mobile phone number held with a Access Provider and the Services shall be discontinued in the event there is a change in the services of existing operator or the mobile number ceases to exist.

(viii) The Customer may access the statement of Account on www.mobomoney.in/ICICI. ICICI Bank shall not provide any physical statement of Account to the Customer.

(ix) The Bank's records are the sole source of any definitive information regarding the financial transactions carried out by the Customer through the Account.

(x) The Customer shall ensure that Account or any of the Services are not used for any purpose which is illegal, improper or which is not authorised under these Terms.

7. DOCUMENTATION

1) The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and ICICI Bank reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. ICICI Bank reserves the right to discontinue Services/ reject applications for and/or close the Account at anytime if there are discrepancies in information and/or documentation provided by the Customer.

- 2) Any information provided to ICICI Bank in relation to the Account shall vest with ICICI Bank, and may be used for any purpose consistent with any applicable laws or regulations, at their discretion.
- 3) If the particulars provided by you in the KYC documents/ICICI Bank Savings Account do not match with details disclosed during the registration process, then ICICI Bank shall have the right to close the Account.

8. GENERAL CONDITIONS FOR USAGE OF SERVICES

- 1) Services are available only to resident Indians who have attained the age of 18 years and are competent to contract.
- 2) The Services are not transferable.
- 3) The Account at any given point of time cannot have credit balance of over Rs. 10,000/- (Rupees Ten Thousand Only). A Customer can do maximum of 10 transactions in a day with maximum expenditure of Rs. 500 per day through the Account. These limitations may be reviewed and modified at the sole discretion of ICICI Bank without prior intimation to the Customer.
- 4) Any amount in the Account must be utilized:
 - a) Within one hundred and eighty (180) days from the date of last Transaction in the Account or
 - b) Within 6 months from the date of activation of such Account; whichever is later.
- 5) ICICI Bank reserves the right to suspend/discontinue Services to you at any time, for any cause, including, but not limited, to the following-
 - a) For any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI and/or any other statutory or regulatory authority from time to time or for any violation of these Terms
 - b) For any suspected discrepancy in the particular(s), documentation or Registration Form provided by the Customer.
 - c) To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons etc.
 - d) If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons.
- 6) The Customer shall be permitted to maintain and operate only one Account. Any suspected non-conformity with this requirement shall be just cause for the suspension/discontinuation of any/all your mobile money account/s opened with ICICI Bank.

9. DEPOSIT AND WITHDRAWAL

(i) The Customer shall ensure that he/she has sufficient funds in his/her Account prior to making a request for any Services. Customer also understands and agrees that ICICI Bank shall not be responsible/ liable for any dishonoring of the instructions due to insufficiency of funds. The Customer hereby agrees that the Customer shall, at his/her own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability any other loss that may occur, arising from or relating to insufficiency of funds in his/her Account.

(ii) The Customer accepts that he will be responsible for entering in the correct details of the mobile number and amount for which deposit/Transaction is requested. In no event shall

ICICI Bank be held liable for any erroneous transactions incurred, arising out of or relating to the Customer entering wrong details with respect to the mobile number, Access Provider and/or amount of Transaction from the Account.

(iii) Customer's instruction for debiting his/her Account shall be executed by the Bank on real time basis unless otherwise specified by the Bank to the Customer. Therefore, in case of real time transactions, the Bank shall be unable to act upon any instruction of the Customer to stop the payment from the Account and in such case the amount debited from the Account shall not be reversed back to the Account.

(iv) The Bank shall not reverse or treat as unauthorized Transaction, requests that contain entry errors, or are generated by auto-dialing, predictive text or spell check programs or that otherwise contains unintended or erroneous information. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. The Bank reserves the right to levy charges and review the charges, for the use of the Services by giving due notice on www.mobomoney.in/ICICI about such charges.

(v) The Bank reserves the right to, but is not required to, block transmission of any optional message which the Customer sends with his Transaction requests.

10. BILLING AND PAYMENT

1) You shall pay the Service Charges prescribed by ICICI Bank in the form and manner prescribed for such payment. ICICI Bank may at its discretion, change, amend, increase, or reduce the Service Charges without prior intimation to the Customer.

2) Any value utilized by the Customer from his/her Account towards making payments for any Transaction shall be automatically debited from his/her Account. ICICI Bank's responsibility is limited to the debiting of the Customer's Account and the subsequent payment to any Merchant Establishment with whom the Customer is transacting. ICICI Bank does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using the Account.

ICICI Bank reserves the right to levy charges for Transactions carried in the Account. ICICI Bank before levying any such charges shall intimate the Customer of the same. Such intimation shall be generic in nature and may not be given to the Customers individually.

11. CUSTOMER OBLIGATIONS

1) The Customer understands and agrees that his/her Account shall be linked to Customer's mobile number as registered in ICICI Bank's records. ICICI Bank will not be held liable for any unauthorized use of the Account on account of loss/theft/misplacement of mobile phone and/or mobile SIM or deactivation of mobile connection by the concerned Access Provider.

2) The Customer can block his/her NFC Tag by using the option 'Block NFC Tag' under Services in the logged-in section at www.mobomoney.in/ICICI.

3) The Customer acknowledges, represents and warrants that the MPIN issued to it provides access to the Account and that he/she shall be solely responsible for the confidentiality, safety and security of the M-PIN. The Customer shall be the sole owner of the M- PIN and shall be responsible for the consequences arising out of disclosure of the M-PIN

and/or the unauthorized use of MPIN including all instructions and information entered into the Account using such MPIN.

4) The Customer grants express authority to the Bank for carrying out Transactions and instructions and shall not revoke the same. The Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Customer other than by means of verification of the Customer's MPIN. The Customer shall at all times take all appropriate steps as mentioned in the Terms or communicated by ICICI Bank in any manner whatsoever, in order to maintain the security of the MPIN. Any Transaction of value lesser than Rs. 100/- shall not be required to be authenticated by the Customer. The Customer agrees that ICICI Bank shall not be held responsible in any manner whatsoever for verifying the authenticity of any Transaction of value less than Rs. 100/- in the Account.

5) If the Customer forgets the MPIN, a new MPIN can be regenerated via 'Forgot MPIN' link provided on www.mobomoney.in/ICICI. An OTP shall be generated and sent on the registered mobile number of the Customer.

6) The Customer shall be permitted to use the Account for Transactions with the specific Merchant Establishment as prescribed by ICICI Bank in this regard.

7) The Customer may make payments through the Account by way of NFC Tag Reader Device available at specific Merchant Establishments.

8) The Customer shall honor the request for payment by means of MPIN or any other mode as prescribed by ICICI Bank in this regard.

9) The Customer confirms and acknowledges that the Merchant Establishment may levy surcharge for payments made through NFC Tag Reader Device and the same shall be debited from the Account along with the Transaction amount.

10) Any payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the payment recorded on such requisition was properly incurred at the Merchant Establishment by the Customer except where the mobile phone has been reported to the ICICI Bank 24 Hour Customer Care as lost, stolen or fraudulently misused, by the Customer before carrying out the Transaction. However, if the Customer reports the loss/misuse of the mobile phone after the Transaction has been carried out, the onus of proof for such loss shall be on the Customer.

11) The Customer agrees and undertakes not to use Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, ICICI Bank policy or public policy or for any purpose that might negatively prejudice the goodwill of ICICI Bank.

12. HONOURING PAYMENT INSTRUCTIONS

ICICI Bank shall incur no liability if it is unable to effect any payment instruction because of existence of any one or more of the following circumstances:

- (i) If the Account does not contain sufficient funds to process the payment instruction.
- (ii) If the funds available in the Account are under any encumbrance or charge.
- (iii) The name of payer/payee and/or details required for effecting the payment is not correctly provided by the Customer.
- (iv) Due to refusal of the payer's bank to honour the payment for any reason whatsoever.

(v) Customer has changed his mobile number without notification to the Bank and due modification in Bank's records

(vi) Due to circumstances beyond its reasonable control.

Service charges will be debited from the Account if a payment instruction fails due to any of the above mentioned reasons. The amount of such charges shall be available on www.mobomoney.in/ICICI or shall be intimated to the Customer through any other medium, as ICICI Bank may deem fit. If an amount, in excess of the amount as indicated in the payment instructions, is debited from the Account, ICICI Bank shall be responsible for reimbursing to the Customer to the extent of the amount so wrongly debited. ICICI Bank shall also have the right to debit from the Account, the amount of money wrongly paid to the Customer. ICICI Bank shall have the right to refuse to comply with the payment instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction issued by the Customer.

13. Disclosure

(i) The Customer hereby irrevocably authorizes ICICI Bank to disclose, as and when required by ICICI Bank in accordance with applicable laws or when ICICI Bank regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any Account, Service/s received by the Customer from ICICI Bank, any information relating to the Customer, his/her Account(s) whatsoever held on the Customer's behalf to:

a. the head office, affiliates or any other branches or subsidiaries of ICICI Bank;

b. any auditors, professional advisers, service providers and any other person(s) under a duty of confidentiality to ICICI Bank;

c. vendors, installers, maintainers or servicers of ICICI Bank's computer systems;

d. any exchange, market, or other authority or regulatory body having jurisdiction over ICICI Bank, its head office or any other branch of ICICI Bank or over any Transactions effected by the Customer or the Account;

e. any party entitled to make such demand or request;

f. any person with whom ICICI Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;

g. any person (including any agent, contractor or third party service provider) with whom ICICI Bank contracts or proposes to contract with regard to the provision of Services in respect of the Account(s) or Transactions (as the case may be) or in connection with the operation of ICICI Bank's business;

h. any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing Services to the Customers or processing Transactions pertaining to the Accounts or Services; and

i. to enable ICICI Bank to centralize or outsource its data processing and other administrative operations to ICICI Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations.

(ii) The Customer hereby agrees and consents that ICICI Bank shall be entitled, in connection with the Customer's application for any account, facilities or Services provided by ICICI Bank, or during the course of the Customer's relationship with ICICI Bank, to obtain and

procure information pertaining to the Customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to ICICI Bank.

14. Sharing of Information

i. The Customer undertakes and authorizes ICICI Bank, its group companies and affiliates to exchange, share or part with all the information, data or documents relating to his/her application to other ICICI Group Companies / Banks / Financial Institutions / Credit Bureaus / Agencies / 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.

15. DISCLAIMER OF LIABILITY

1) ICICI Bank makes no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the Services, which are not expressly mentioned herein.

2) ICICI Bank shall not be responsible for any acts or omissions of any third party including Merchants Establishments etc., with regard to services which are not expressly authorized by ICICI Bank.

3) Under no circumstances shall ICICI Bank be liable to the Customer or any third party for any delays, loss of business, profit, revenue or goodwill, anticipated savings, damages, fees costs, expense, etc. or for any indirect or consequential, special or exemplary damages or loss arising in connection with the Account or due to unavailability/usage of Services or in performance of its obligations or otherwise.

4) ICICI Bank shall not be liable to any person for injuries or damages resulting from omissions, interruptions, delays, errors in transmission, failures or defects in equipment, or disconnection of the mobile services by the concerned Access Provider or any other cause including but not limited to the failure to transmit, or any other causes beyond the control of ICICI Bank or for any reason whatsoever.

16. INDEMNITY

(i) The Customer hereby agrees that the Customer shall, at its own expense, indemnify, defend and hold ICICI Bank and/or its affiliates, directors, officers, agents and service providers harmless from and against any and all claims, losses, damages, and liabilities, costs and expenses, including and without limitation legal fees and expenses, arising out of or related to the operation or use or misuse of the Account, or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.

(ii) The Customer shall keep ICICI Bank indemnified at all times against, and save ICICI Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in resolving any dispute

relating to the Customer's Account with ICICI Bank or in enforcing ICICI Bank's rights under or in connection with these Terms, or which may have arisen either directly or indirectly out of or in connection with ICICI Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.

(iii) The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with ICICI Bank and shall indemnify and keep indemnified ICICI Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ICICI Bank in connection with any failure to comply with any such applicable laws/regulations.

(iv) The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

17. ADDITIONAL TERMS & CONDITIONS

1) Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that ICICI Bank shall not be responsible or liable for any deficiency in goods and/or services purchased using Mobile Money. This exclusion of liability shall apply even for goods and/or services made available by ICICI Bank under promotional schemes. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

2) Any amount transferred erroneously by the Customer to any Merchant Establishment shall not be refunded to the Customer by ICICI Bank in any circumstances.

3) In the event of any dispute, ICICI Bank records shall be binding as the conclusive evidence of the Transactions carried out through the Account.

4) ICICI Bank shall send all customer communications by SMS and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator.

5) You agree to receive all promotional, offers or other messages including transactional messages from ICICI Bank.

18. CHANGE OF TERMS

1) ICICI Bank shall at its sole discretion change, add / or delete any of the terms and conditions mentioned herein. The Bank may give notice of any changes either through email address as recorded with ICICI Bank (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customers or on its website or any other mode as may be deemed fit by the Bank. In addition, the Bank may also publish notice of general nature, which are applicable to all deposit holders of similar nature on its website. Such notice/s will be deemed to have been served individually to the Customers.

2) ICICI Bank may modify, terminate and/or suspend Services to the Customer anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators. Changed terms and conditions will be displayed on

ICICI Bank and/or Mobile Money website. By using the Service, you will be deemed to have accepted the changed terms and conditions.

3) All notices / communication to the Bank should be given in writing and sent by post or delivered to its corporate office at ICICI Bank Limited, Bandra-Kurla complex or such other address as may be indicated by the Bank.

19. TERMINATION

(i) The Customer may request for closure of Account and Services thereof any time by giving a written notice of at least 15 (fifteen) days to the Bank. The termination shall take effect on the completion of the fifteenth day. The Customer shall remain responsible for any Transactions made through the Account until the time of such termination.

(ii) ICICI Bank may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Customer.

(iii) ICICI Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services.

(iv) ICICI Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Services.

20. CLOSURE OF ACCOUNT

(i) ICICI Bank reserves the right to close or freeze the Account(s)/Services, under due notice to the Customers for reasons which may include, but not limited to, the following:

a. In case any of the details/information and/or documents furnished at the time of registration are found to be fake / forged / defective;

b. Improper conduct of the Account in terms of volume / type of transactions/any other reasons;

c. For unsatisfactory conduct of the Account.

d. Mobile number used to register for Account is not the same as mobile number registered in Savings Account

e. Two Accounts held by one person

(ii) The Customer shall be solely liable for all costs / charges arising out of such closure / freezing of the Account(s).

(iii) Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, ICICI Bank reserves the right to keep such amounts in a special office account without any interest being payable on the same.

(iv) The balance amount in the Meal Account, upon the request of the Customer in this regard, may be transferred to the Saving Account. However, such balance transfer shall be subject to income tax deduction as per the applicable laws.

21. OWNERSHIP AND PROPRIETARY RIGHTS

(i) The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other

elements of the Services provided by the Bank including the NFC Tag (the "Materials") are protected by copyright, designs, patent, and trademark laws, international conventions, and other applicable intellectual property and proprietary rights of either the Bank and/or the related parties.

(ii) The Customer acknowledges that the software underlying the Account as well as other software/s which are required for accessing Account/ Services are the legal property of the Bank / Service Provider or any other third party as the case may be.

(iii) The permission given by the Bank to access the Account/ Services will not convey any proprietary or ownership rights in such software to the Customer.

(iv) The Customer shall not attempt to modify, alter, obscure, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

22. BANKER'S LIEN AND SET-OFF:

(i) ICICI Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/ balances lying in any account of the Customer, to the extent of all amounts payable by the Customer arising as a result of any of ICICI Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by ICICI Bank to the Customer. ICICI Bank is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to ICICI Bank, whether actual or contingent, or whether primary or collateral, including without limitation indebtedness under any indemnity given by the Customer to ICICI Bank hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any account(s) held by the Customer with ICICI Bank, 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 rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.

(ii) In addition to ICICI Bank's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorises ICICI Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of ICICI Bank Limited (whether in India or elsewhere); and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of ICICI Bank Limited (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms or for the Customer's account(s) or under the terms of any other facilities that may be granted by ICICI Bank to the Customer.

(iii) The above mentioned rights of ICICI Bank are without prejudice to the obligations of the Customer to pay to ICICI Bank when due all its indebtedness and without prejudice to any other rights that ICICI Bank may have against the Customer for recovery of outstanding from Customer to ICICI Bank.

23. FORCE MAJEURE

(i) Bank shall inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

(ii) Bank shall not be liable for any failure to perform any of its obligations under these Terms or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

24. Assignment

The Bank shall be entitled to sell, assign, or transfer ICICI Bank's right and obligations under the Terms to any person of ICICI Bank's choice in whole or in part and in such manner and on such terms and conditions as ICICI Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the Customer and all other persons. The Customer, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. The Bank may sub-contract and employ agents / Service Providers to carry out any of its obligations under this contract. However, the Customer shall not be entitled to transfer or assign any of his rights and obligations hereunder.

25. WAIVER

No failure or delay by ICICI Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of ICICI Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

26. GOVERNING LAW AND JURISDICTION

The laws of India shall govern these Terms. The Parties hereby agree 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 user hereby consents to that jurisdiction. Any provision of these Terms, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction

27. CONTACT INFORMATION

- 1) Website: <https://mobomoney.in/ICICI>
- 2) Queries: ICICI Bank Customer Care Centre