

Terms & Conditions

These terms and conditions (the **"Terms"**) apply to and regulate the operation of the DMRC Metro Card Recharge offered by ICICI Bank Limited (**"ICICI Bank"** or the **"Bank"**) through a Business Correspondent. MMP Mobi Wallet Payment Systems Pvt Ltd, acting as Business Correspondent of ICICI Bank, is providing service to recharge the DMRC metro card for customer through mRupee agent outlets. A Customer, by availing the Facilities hereby agrees to these Terms. In the event a Customer is not agreeable to these Terms, he/she should not avail the Facilities.

These Terms are in addition to and not in derogation with the existing laws/ rules/ regulations/ notifications/ directives etc. governing the Facility and issued by appropriate / competent authorities.

Definitions

"Agent" shall mean the agents or representative appointed by the Business Correspondent, who support the enrolment process of the Customer and further provide the Facilities, and shall also include the distributors, associate distributors or retailers of the Business Correspondent who are engaged by the Business Correspondent for providing the Facilities.

"AVM" shall mean Add Value Machine (AVM) installed at Metro stations in Delhi to inter alia, validate metro card recharge.

"Business Correspondent" or **"BC"** shall mean MMP Mobi Wallet Payment Systems Pvt. Ltd. a company incorporated in India having its registered office at 2A, Old Ishwar Nagar, Main Mathura Road, New Delhi, 110065, India. MMP Mobi Wallet Payment Systems Pvt Ltd is subsidiary of Tata Teleservices Limited. The Business Correspondent has been appointed by ICICI Bank as per the guidelines issued by RBI in this regard.

"Customer" shall mean a user of an active mobile number issued by any Indian telecom service provider in India who upon completion of formalities with the BC has registered himself with the BC for the Facilities. The expression **"Customers"** shall, as the subject or context may permit or require, mean any or more such Customer.

"Delhi Metro Rail Corporation Ltd." or **"DMRC"** shall mean a joint venture of the Government of India ("GOI") and the Government of National Capital Territory of Delhi ("GNCTD"), which is engaged in the development of rail metro system in Delhi.

"Metro Card" shall mean smart card used for travelling in DMRC Delhi Metro.

"Facilities" shall mean the facility of re-charging Metro Card with certain amount by the BC.

"mRupee" is a brand of MMPL. MMPL is a subsidiary of Tata Teleservices Limited BC.

"Premises" shall mean the mRupee Outlets from where the Transactions / activities / Services are carried out and/or provided by the Business Correspondent and its Agents to Customer as per these Terms.

1. Availing Facility

- 1.1. Customer can avail the Facility by visiting any Premises and making appropriate payment.
- 1.2. The Facility is linked with the engraved ID mentioned on the Metro Card. The Customer understands that ICICI Bank or BC shall be not liable in case wrong ID is given.

- 1.3. Once Customer has made payment for the Facility, the Customer shall receive an SMS to the mobile number indicating if the processing is successful or un-successful.
- 1.4. All payment should be made by the Customer only upon receipt of a SMS with recharge confirmation.
- 1.5. Once the transaction for the Facility is successful, the Customer shall visit nearest AVM within 30 days and validate the transaction.
- 1.6. In the event the number given on Metro Card is not correct, Customer shall contact DMRC. ICICI Bank or the BC shall have no liability in this regard.
- 1.7. The Customer agrees and acknowledges that the service is carried on by the BC and DMRC. Any or all disputes regarding the Facility shall be addressed by the BC or DMRC and it shall not qualify as a claim against ICICI Bank.

2. **General Terms and Terms prescribed by ICICI Bank**

- 2.1. ICICI Bank holds out no warrant or makes no representation about the usefulness, worthiness, quality, delivery and/or character of the discount / benefit and/or of the Facility provided by the BC.
 - 2.2. Any tax, levies, duties or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the ICICI Bank due to provision of the Facility, shall be to the sole account of the BC.
 - 2.3. All issues / queries / complaints / grievances relating to the Facility, if any, shall be addressed to the BC directly at DMRC helpline or mRUPEE customer care on 9222251111 or mail to care@mrupee.without any reference to ICICI Bank. The same shall be addressed by the BC in a period of upto 48 hours after registration of such issues / queries / complaints / grievances. Customer is kept aware about the status of the issue on the regular basis
 - 2.4. All communication / notices with regard to this Offer should be addressed to [·].
 - 2.5. The Facility is not available wherever prohibited and / or on products / services for which such offers cannot be made available for any reason whatsoever.
 - 2.6. ICICI Bank/BC reserves the right to modify/ change all or any of the Terms applicable to the Facility without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Facility without assigning any reasons or without any prior intimation whatsoever.
 - 2.7. ICICI Bank will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in these Terms.
 - 2.8. ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of the Facility.
 - 2.9. ICICI Bank reserves the right to disqualify the BC or the Customer from the benefits of the Facility if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the .
 - 2.10. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the Facility.
3. These Terms and the Facility shall be governed by laws of India. Courts at Delhi shall have exclusive jurisdiction to all disputes arising out of these Terms or the Facility.