

Terms and Conditions of Mobile Money

These terms and conditions (the **"Terms"**) apply to and regulate the operation of the Mobile Money Account (the **"Account"**) offered by ICICI Bank Limited (**"ICICI Bank/the Bank"**).

For detailed features, permitted transactions, closing of Mobile Money Account, refund and other details relating to the Mobile Money Account and Services thereof, the Customer must read the Product Guide available on www.icicibank.com

1.1. Definitions

"Access Provider" shall mean the telecom service provider and its subsidiaries having telecom licences, issued by the Department of Telecommunications, Government of India and who by way of a separate agreement with the Business Correspondent shall provide telecom access service such as mobile money client application, Short Message Service (**"SMS"**), Unstructured Supplementary Service Data (**"USSD"**), General Packet Radio Service (**"GPRS"**) or any other telecommunication protocols to facilitate network communications required for issuance of Mobile Money Account and performance of other related Transactions.

"Business Correspondent" or **"BC"** shall mean and include *inter alia*, Corporate entities, non-governmental organizations, micro finance institutions set up under Societies/ Trust Acts, societies registered under Mutually Aided Cooperative Societies Acts or the Cooperative Societies Acts of States, section 25 companies, registered non-banking financial companies not accepting public deposits and post offices and/ or such other entities permitted by the Reserve Bank of India from time to time.

"Bill Payment" shall mean the Transactions wherein the Customer uses the Bank's Services and makes payments for the permitted bills through the Mobile Money System.

"Charge(s)" or **"Service Charge"** shall mean the charges which the Bank may charge from the Customers in consideration of the Services rendered to the Customers

"Customer/s" refers to any person holding a Mobile Money Account with ICICI Bank.

"Mobile Money Account" or **"Account"** shall mean the co-branded open-ended prepaid account and/or savings account and/or any other account as may be mutually agreed between the Parties from time to time, opened in the name of the Mobile Money user and maintained by ICICI Bank for the purpose of usage of the account as per the terms and conditions contained herein to avail the Facilities on the mobile phones of such Customers which is accessible and functional on Mobile Money System, in compliance with the Reserve Bank of India (**"RBI"**) Guidelines.

"Merchant Establishment" shall mean and include such entities who have agreed to accept payments to facilitate Transactions made through Mobile Money Account and such other services which are more particularly described in the Product Guide.

"Mobile Application" means the software application which is installed on the Customer's Mobile Phones for availing the Services contemplated herein.

"Mobile Money System ("MMS")" shall mean the technology platform for providing the Services through the Service Provider under a separate agreement with the Access Provider such as opening and hosting, Mobile Money Account, providing services developed and provided by the Service Provider and generating and providing various management information system, reports, statements as may be required by ICICI Bank from time to time.

"Mobile Phone" shall mean the mobile phone or likewise devices, which shall enable the Customer to avail the Services.

"Mobile POS" means the Merchant's mobile phone/ computer terminal / such other device which has been enabled to raise bills and demand payment from the Customer for the Transaction carried out.

"Product Guide" means the detailed guide, given to the Customer/s, of feature, services, which enumerates the information relating to the Account, their types, permitted transactions relating to each type of Account, customer care numbers, and other information relating to the Account .

"Services" shall mean the services provided by ICICI Bank in connection with the Mobile Money Account and more particularly described in these Terms / Product Guide and or other related documents

"Service Provider" shall mean and include inter alia, corporate entities and/ or such other entities as permitted by the Reserve Bank of India from time to time appointed by ICICI Bank through a separate agreement, in order to avail the technology platform for providing electronic commerce solutions developed by the service provider in relation to the Transactions contemplated hereunder, hosted by the Access Provider on its network to provide the Facilities of Mobile Money Account issued by ICICI Bank.

"SMS" shall mean Short Messaging Services, being a service offered by the Access Provider Access Provider and/or any other similar method of electronic communication that may now or at anytime in the future be offered by the Access Provider.

"SMS Transactions" shall mean a transaction carried out using the Short Message Service text.

"Transaction/s" refer/s to (a) transfer of funds from or to Customer's Account for making payments from or to the accounts of Mobile Money Account holder/s /permitted third parties and/ or (b) any other monetary/ non-monetary transactions undertaken by the Customer through the Account . These Transactions are more particularly described in the Product Guide.

"Website" refers to the website owned, established and maintained by ICICI Bank at the URL <http://www.icicibank.com/>

1.2 Interpretation:

- a. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b. Words importing any gender include the other gender.
- c. 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.

- d. 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.

Words "ICICI Bank", "the Bank", refer to ICICI Bank Limited having its registered office at Landmark, Race Course Circle, Vadodara 390007.

2. Applicability of Terms

These terms and conditions form the 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 of the related Services. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these terms and conditions.

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. It may require applicant/s / Customer/s to submit duly filled application form/s along with the prescribed set of documents including but not limited to Permanent Account No. (PAN) or Form 60/61 from time to time, to the satisfaction of the Bank. The Account cannot be opened and thereof operated for business purposes.
- (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, or anti money laundering issue or any kind of fraudulent activity by the Customer his 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 thereof are only available to Indian resident(s) who have attained the age of majority and who is competent to contract. The Bank reserves the right to not to make these Services available to any applicant if his credentials don't meet the norms for the Services contemplated herein.
- (ii) The Customer/s must hold an account (prepaid/postpaid) with Access Provider, who has an arrangement with ICICI bank to provide Mobile Money Account services.
- (iii) The Customer acknowledges that in the event he/ she has an existing operative Mobile Money Account with the Bank, he /she cannot apply/ register for another Mobile Money Account
- (iv) The Customer must be an Access Provider telecommunication's active mobile number user who uses an active Access Provider mobile phone connection and has represented in the application form at the time of the enrolment process to have validly subscribed to an Access Provider connection that is provided and operated by the Access Provider.

5. Operation of Mobile Money Account

- (i) All the Accounts maintained in the name of an individual shall be operated singly by

the individual only and cannot be opened/ operated in joint names/ jointly by two or more individuals.

- (ii) Customer would be provided with limited mobile money services (semi closed prepaid service) upon the successful completion of the enrollment process in the field at the Business Correspondent's agent's location after submission of the application form and other related documents . Customer would be able to avail the complete Mobile Money Account Services (open loop prepaid services) upon the successful completion of KYC verification by the Bank.
- (iii) Customer shall open the Mobile Money Account with an initial deposit amount ("ID") as mentioned in the tariff guide. This tariff guide shall be available on ICICI Bank Website and displayed at each authorized Business Correspondent's agent's location.
- (iv) ID shall be credited to the Customer's Mobile Money Account instantly when the Business Correspondent agent completes the enrollment process of the Customer in his presence. Customer will thereafter receive the confirmation about ID credit to his Account by way of SMS.
- (v) In the event of ICICI Bank rejecting Mobile Money application, the Customer shall be entitled to get a credit of the amount equivalent to his ID to his mobile phone account maintained with _Access Provider. A credit of the aforesaid ID amount to the customer's postpaid account in case of a postpaid connection and as an airtime recharge in case of a prepaid connection.
- (vi) The Customer shall maintain an active mobile phone number with the Access Provider in order to access the Mobile Money Account and the Services. . The Customer should ensure that the handset / Mobile Phone is compatible for the Services.
- (vii) The Customer is aware and acknowledges that the performance of the Service are dependent on network provided by the Access Provider.
- (viii) 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.
- (ix) The Customer confirms and acknowledges that the Service/s are available only through a valid mobile phone number held with a Access Provider and any change in mobile numbers needs to notified by the Customer to the Bank.
- (x) The Customer confirms and acknowledges that she/he would receive statement of his/her Mobile Money Account only upon his request as mentioned on www.icicibank.com. ICICI Bank may charge fee for providing physical statement to Customer as per charges mentioned in schedule of charges provided to the Customer at the time of opening Mobile Money Account.
- (xi) The Bank's records are the sole source of any definitive information regarding the financial Transactions carried out by the Customer.
- (xii) The Customer shall ensure that Mobile Money Account or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.

6. Deposit and withdrawal

- (i) The Customer shall ensure that he/she has sufficient funds in his Mobile Money 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 also understands that interest payment shall be decided solely by ICICI Bank from time to time and intimated to the Customer through the Product Guide on ICICI Bank's website.
- (iii) The Customer accepts that he will be responsible for keying in the correct details of the mobile number and amount for which deposit/ withdrawal is requested. In no case shall ICICI Bank be held liable for any erroneous transactions incurred, arising out of or relating to the Customer entering wrong details of the mobile number, Access Provider and/or amount for deposit/ withdrawal from Mobile Money Account.
- (iv) In the event the Customer gives an instruction to the Bank to debit his/her Mobile Money Account for payment of an amount quoted by the Customer, the instruction shall be executed on a real time basis unless otherwise specified by the Bank to the Customer. Hence the Customer shall not be able to give any instruction to the Bank to stop the payment from the Mobile Money Account and the amount debited from the Account shall not be reversed back to the Account.
- (v) The Bank will 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 charge the Customer for the use of the Services by giving due notice on the Website about such charges
- (vi) The Bank reserves the right to, but is not required to, block transmission of any optional message the Customer sends with his Transaction requests. Customer may not access their pending Transaction log using the SMS function of the Services.

7. Bill Payment Requests

- (i) The Customer acknowledges that all Bill Payments shall be carried out at-least 4 (four) working days before the actual due date of making payments of the amounts due under the bill. The Customer shall not hold the Bank liable for any delay in payments, on part of the Bank, due to technical reasons or otherwise.
- (ii) The Customer shall provide complete details of the biller before initiating Bill Payment transaction for the respective biller. The Customer acknowledges that instruction shall be executed on a real time basis. Hence, in the event that the Customer has keyed in wrong details, he shall not be able to give any instruction to the Bank to stop the payment from the Mobile Money Account and the amount debited from the Mobile Money Account shall not be reversed back to the Account.
- (iii) The Customer is allowed to make payment as per the processes defined by the biller from time to time. In case the processes as defined by the billers is not compatible with the Services as provided by the Bank, the Customer will not be able to make payments to such billers.

8. HONOURING PAYMENT INSTRUCTIONS

ICICI Bank shall incur no liability if it is unable to effect any Payment Instruction on the

payment due date because of the existence of any one or more of the following circumstances:

- (i) If the debit Account does not contain sufficient funds to process the payment instruction or the amount exceeds the overdraft limit, if any, granted to the payer.
- (ii) If the funds available in the Account are under any encumbrance or charge.
- (iii) The name of payer and/or details required for effecting the payment is not correctly provided by the user.
- (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(s) if a payment instruction fails due to any of the above mentioned reasons. The amount of the charges for the same are available on the Website or 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 payer 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 so wrongly paid.

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.

9. ACCOUNT PASSWORD (PIN), REGISTRATION AND UNAUTHORIZED TRANSACTIONS

- (i) To enable the Customer to use the Account upon successful activation, the Customer needs to register for a Mobile Personal Identification Number ("**MPIN**"). The MPIN will be chosen and confirmed by the Customer using his mobile phone.
- (ii) The Customer acknowledges, represents and warrants that the MPIN issued to it provides access to the Account and that the Customer accepts the sole responsibility for use, confidentiality and protection of the MPIN, as well as for all orders and information changes entered in to the Account using such MPIN. ,
- (iii) The Customer grants express authority to the Bank for carrying out transactions and instructions authenticated by the MPIN 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 to maintain the security of the MPIN.
- (iv) If the Customer changes his mobile number, then he needs to register for a new MPIN , provided that new mobile number pertains to the earlier Access Provider.
- (v) The Customer acknowledges, represents and warrants that the MPIN which will be issued to it, provides access to the Account and that user is the sole and exclusive owner and is the only authorised user of the MPIN and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password.
- (vi) If the Customer forgets the MPIN, he/she can get the MPIN re-issued by calling the

customer care numbers or as per ICICI Bank policy. However, request for/selection of a new MPIN shall not be treated or construed as the commencement of a new contract.

- (vii) The Customer acknowledges and understands that the Services are linked to the mobile phone number of the Customer and the Customer is responsible for liability arising out of loss/ theft / misuse of the mobile phone number, in respect of the Services.
- (viii) The Customer agrees that the access to the Services shall be through the Mobile Phones and the MPIN and that any Transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer.
- (ix) Any Transaction that has been successfully processed as per Bank's record will be deemed to be authorized by means of the MPIN and the Bank shall not be liable in any way for the same.
- (x) The Customer shall maintain the secrecy of all information of confidential nature including the MPIN and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Customer agrees and acknowledges that any loss, damage, liability caused or suffered by the Customer due to disclosure of any information of confidential nature shall be borne by the Customer without transferring any liability or responsibility towards the Bank. The user shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the password.
- (xi) The Customer shall be solely responsible for the consequences arising out of the disclosure of his MPIN and/or unauthorised use of Services and shall be liable for any increased liability which he may incur on account of unauthorized use of the MPIN and Services.
- (xii) The Bank disclaims any liability of the Bank for any unauthorized use of Services and for any loss or damage whether direct or indirect incurred by it as a result of such misuse.

10. Prohibited Actions

The Customer shall not carry out any illegal/ unlawful activities in respect of the Account, including but not limited to the following;;

- (i) Use the Services for any purpose other than to send or receive money and/or to access the Services in accordance with these Terms and/or any other such services as may be offered by the Bank from time to time;
- (ii) Impersonate any person or entity, or access the Accounts of others without permission, forge another person's digital signature, misrepresent the source, identity or content information transmitted via the Services, perform any other similar fraudulent activity or otherwise send or receive what the Bank reasonably believes to be potentially fraudulent funds.
- (iii) Use the Services, or request or make any transfer, for any illegal purpose, or in violation of any local, state, national or international law, including without limitation, laws governing intellectual property, data protection and taxation;
- (iv) Use the Services to defame, harass, abuse, threaten or defraud others, or collect or threaten to collect personal information about other Customers.
- (v) Use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner;

- (vi) Modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation;
- (vii) Use any robot, spider, other automatic device, or manual process to monitor or copy the Services Website without prior written permission;
- (viii) Make unsolicited offers, advertisements, proposals, or send junk mail or spam to others;
- (ix) Refuse to cooperate in an investigation or provide confirmation of Customer's identity or any other information that Customer provides to the Bank;
- (x) Remove, circumvent, disable, damage or otherwise interfere with security related features of the Services or features that enforce limitations on the use of the Services;
- (xi) Take any action that would cause the Bank to lose any of the services from its Service Providers, payment processors or other suppliers;
- (xii) Attempt to "double dip" during the course of a dispute by attempting to receive funds from the Bank and any third party for the same Transaction.

11. TRANSACTIONS AT MERCHANT ESTABLISHMENTS

- (i) The Customer shall make payments to the Merchant Establishment through Mobile Money Account by way of a Mobile POS available at the Merchant Establishments with whom the Bank has an arrangement.
- (ii) The Customer shall get a notification by way of an SMS each time Merchant Establishment raises a bill/ demand payment.
- (iii) The Customer shall honor the request for payment by means of the MPIN or any other authentication parameters as mentioned on Website.
- (iv) The Customer confirms and acknowledges that the Merchant Establishment may levy surcharge for payments made through Mobile POS and the same shall be debited from the Account along with the transaction amount.
- (v) The Customer agrees and acknowledges that any debits made to the Account through usage of mobile POS shall be honored only based on the available balance in the Account(s). The Customer shall not hold the Bank liable for any loss or damage caused due to the dishonour of the payment instructions as a result of insufficient funds in the Account.
- (vi) 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 customer care number 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 after the Transaction has been carried out, the onus of proof for the loss shall be on the Customer.
- (vii) In case of any upgradation/ maintenance/ network connection/ replacement of mobile phones is required by the Customer to carry out Transactions, the costs, charges and expenses thereto shall be borne solely by the Customer/s .
- (viii) Any dispute with or complaint against any Merchant / Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. The Bank shall not in any manner be responsible for any disputes regarding goods and services of Merchant Establishment received by the Customer including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the Services are only available to the

Customer for purchase of goods or avail of third party services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or third party services, and any such disputes should be resolved by the Customer with the Merchant Establishment directly.

12. Maintenance of Funds

Customer shall at all times maintain such sufficient fund in his Account as may be specified by ICICI Bank from time to time for the purpose of carrying of Transactions and bearing charges in relation to the services provided .

13. Service Charges

- (i) Customer agrees to pay the Services Charges set forth in schedule of charges provided in the Product Guide on the Website.
- (ii) The Bank may at its discretion after giving notice of 30 (thirty) days to the Customer, change amend, increase, and reduce the applicable charges applicable to the Services.
- (iii) In addition to these Charges, the Customer may also be required to pay fees / charges to other third parties in connection with their use of the Services, for instance (without limitation), Customer's Access Provider charges for use of his mobile phone in connection with the Services. These charges are independent of the Services and not covered within the purview of these Terms.

14. Disclosure

- (i) The Customer hereby irrevocably authorizes ICICI Bank to disclose, as and when required by ICICI Bank in accordance with applicable law 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 or 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. his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the 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 for the Customer's 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 Customer's 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 Customers' Accounts or Facilities; 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.

15. 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.

16. Exclusion from Liability and Indemnity

- (i) The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless ICICI Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services 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) Under no circumstances shall ICICI Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- (iii) If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as ICICI Bank may from time to time stipulate from the date payment is due up to the date of payment.
- (iv) 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 howsoever caused and whether such loss or damage is attributable

- (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- (v) The Customer shall indemnify ICICI Bank as collecting banker for any loss or damage which ICICI Bank may incur or suffer by guaranteeing any endorsement or discharge of a payment, transaction, bill or other instrument presented for collection and such guarantee as given by ICICI Bank shall be deemed to have been given in every case at the Customer's express request.
 - (vi) 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 and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with ICICI Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
 - (vii) 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.
 - (viii) The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

17. Termination

- (i) The Customer may request for closure of Mobile Money 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 user will remain responsible for any transactions made through the Mobile Money Account until the time of such termination.
- (ii) The Customer shall un-install all copies of the Mobile Application on his mobile phone, destroying all copies of the Mobile Application in his possession, withdrawing the funds in the Account of the Customer and discontinuing use of any and all parts of the Services.
- (iii) 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. 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. ICICI Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Services.

18. Closure of the Account

- (i) ICICI Bank reserves the right to close or freeze the Account(s)/Services, after due

notice to the Customers for reasons which may include, but not limited to, the following:

- a. In case any of the documents furnished towards Identity and address proof are found to be fake / forged / defective;
 - b. In case fraudulent / forged / fake cheques / bank drafts or electronic cheques or any such instruments are attempted to be cleared / are cleared through the Account;
 - c. In case of frequent returns of inward / outward transfer of money in the Account;
 - d. Improper conduct of the Account in terms of volume / type of transactions/any other reasons;
 - e. For unsatisfactory conduct of the Account.
- (ii) The Customer shall be solely liable for return of cheques / dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the Account(s).
- (iii) In case Customers decide to close the Account or the Account is being closed due to dormancy, Account closure charges would be deducted from Customers Account. The Account closure charges as decided by ICICI Bank will become the minimum balance of the Account and Customer will not be allowed to withdraw for an amount which will result the balance in Customers account to fall below minimum balance.
- (iv) 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.
- (v) The Customer shall ensure that his Account balance shall at no point of time fall below the amount equivalent to account closure fee as communicated by ICICI Bank from time to time and shall also ensure that all the pending transactions (if any) have been duly carried out by the Customer prior to the Account closure.
- (vi) If at the time of submission of the Account closure request by the Customer the balance in his Account is more than the applicable account closure fee and no request for transfer of such surplus amount to another account has been submitted neither has the surplus amount been utilized by the Customer such surplus amount shall be forfeited by ICICI Bank.
- (vii) In case of a request by the Customer at the time of Account closure to transfer balance amount in his Account at the time of Account Closure to any other account of such Customer, the applicable charges for effecting such transfers shall be deducted by the Bank before the transfer is carried out. However the facility for transferring the Account balance to any other account of such Customer shall not be applicable in case of semi-closed accounts.

19. 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 (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 Mobile Money Account as well as other softwares which are required for accessing Mobile Money

Account/ Services are the legal property of the Bank / Service Provider/Access Provider..

- (iii) The permission given by the Bank to access the Mobile Money 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.

20. 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.
- (iv) ICICI Bank shall be entitled to withhold payments out of the Customer's Account or dishonour the Customer's instructions in case any amounts outstanding from the Customer to ICICI Bank are not paid when due.

21. MODIFICATION OF THESE TERMS AND CONDITIONS

These terms and conditions are subject to change/modification at the sole discretion

of ICICI Bank. 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 deposit holder/s 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 will be deemed to have been served individually to the deposit holder/s. 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

22. 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.

23. Assignment

The Bank shall be entitled to sell, assign, or transfer ICICI Bank's right and obligations under the Terms and any security being in favour of ICICI Bank (including all guarantee/s) 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.

24. NOTICES/ Communication

- (i) Notices in respect of the Account, the services and facilities in connection with the Account may be given by the Bank either through email, SMS or posting a letter to the Customer's address. ICICI Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website.
- (ii) All notices in connection with the Services or the Account by the Customer to ICICI Bank shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by ICICI Bank only upon acknowledgment of receipt of the same in writing by ICICI Bank.

ICICI BANK LIMITED,
CHANDIVALI TOWER,AUTUMN ESTATE,
NEAR CHANDIVALI STUDIO,OPPOSITE MAHADA COLONY,
CHANDIVALI, ANDHERI (EAST)
MUMBAI. PIN – 400072

- (iii) Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website, SMS on Mobile Phone or such other means. ICICI Bank would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise ICICI Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

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. Dormant Account

- (i) The Bank may classify an Account as dormant if there are no Customer-induced transactions for 6 (six) months in the Account.
- (ii) Customer-induced transactions shall mean any credit or debit transactions done by a Customer in the Account through the following modes:
 - (a) Cash-in / Cash-out at Business Correspondent's location.
 - (b) Transaction by Funds Transfer
 - (c) Inward / Outward Bill
- (iii) The Customer shall be charged maintenance charges upon expiry of 6 (six) months period unless Customer- requests ICICI Bank to reactivate the Account. In the event that the Account balance reaches such amount which is less than the applicable account closure charges, due to levy of such charges, the Account shall be closed post intimation through SMS.
- (iv) The Bank may in its sole discretion deny Services and / or Transaction in the Account of a Customer, which has been classified as dormant.

27. 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.

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