Terms and Conditions for Movida Services

I DEFINITIONS

In these Terms and Conditions (“Terms”), unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

(i) “Card” shall mean ICICI Bank Credit, Debit or Prepaid Card which has been issued by ICICI Bank and is valid and subsisting at the time of availing the Service.

(ii) “Cardholder” shall mean such customer to whom a Card has been issued by ICICI Bank.

(iii) “Movida” shall refer to Movida India Private Limited who is the provider of the Service.

(iv) “Service” is the card based payment service, provided by Movida, which allows a Cardholder to recharge any prepaid mobile phone, data card or DTH or pay mobile bills or other utility bills and buy movie tickets in a secure way using his mobile phone.

(v) “Primary Terms and Conditions” shall mean the terms and conditions applicable to and governing the usage of the Card.

II USAGE OF THE SERVICE

(i) The Service shall be available only to Cardholders holding a valid and subsisting Card, unless otherwise notified by ICICI Bank. The Service shall be available only for Visa / MasterCard Credit, Debit and Prepaid Cards.

(ii) The Cardholder can register for the Service using any of the following means:

a) Cardholder can dial 022 6612 6575 for a voice based service and then follow the instructions thereafter.

b) Cardholder can send an SMS as per the required format to 9223366575. Cardholder will receive a call from Movida to complete the registration.

c) Cardholder can dial *575# for the text based service from their mobile phone and follow the instructions. (USSD only available on Aircel / Loop / BSNL networks)

(iii) Cardholder can make payments by using the PIN generated by them at the time of registration of the Service.

III EXCLUSION OF LIABILITY

(i) ICICI Bank shall under no circumstances, whatsoever, be liable to the Cardholder for any deficiency, default or stoppage in the Service or if the Service is not available to the Cardholder in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network, technology failure, or network failure, or such other reason.

(ii) Under no circumstances shall ICICI Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Cardholder or by any other person.
(iii) The Cardholder shall ensure that there are sufficient funds in his Card account for the purpose of availing the Service and ICICI Bank shall not be liable for any consequence arising out due to the inadequacy of the funds.

(iv) ICICI Bank shall not in any manner be liable or responsible for any goods or services provided by Movida or any third party or for any loss, damage, claim that may arise out of use or otherwise of any goods/services availed of by the Card Holder under the Service.

IV OTHER TERMS

(i) ICICI Bank has the right to delay or reject processing payment of suspicious transactions or transactions which it may believe (at its sole discretion), involves fraud, misconduct or violates applicable laws, regulatory guidelines, these Terms or the Primary Terms and Conditions or any policies of ICICI Bank.

(ii) If the Cardholder ceases to be a Cardholder at any time, he will have to de-register from the Service by dialing *575# OR 022-66126575 and register himself with another bank card to continue availing the Service. The Cardholder shall not be able to use the Card for availing the Service.

(iii) The Cardholder agrees and undertakes that he shall be responsible for the accuracy of the details and information submitted by him for availing the Service and ICICI Bank shall not in any manner be liable or responsible for any loss arising out of or relating to incorrect or inaccurate information or details.

(iii) The Cardholder agrees to indemnify, defend and hold harmless ICICI Bank and its officers, directors, employees, agents, from and against all losses, expenses, damages and costs, including reasonable attorney’s fees resulting from any violation of these Terms and Conditions by the Cardholder.

V MISCELLANEOUS

(i) ICICI Bank reserves the right at any time, without previous notice, to add, alter, modify, change or vary all or any of the Terms.

(ii) These Terms shall be in addition to and not in substitution or derogation to the Primary Terms and Conditions governing the Cards of ICICI Bank. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.

(iii) These Terms shall be governed by the laws of India. The competent courts in Mumbai shall have exclusive jurisdiction to deal with any dispute that may arise out of the Terms or in respect of the Service. The existence of a dispute, if any, shall not constitute a claim against ICICI Bank.

(iv) ICICI Bank reserves the right to disqualify or exclude any merchant establishment or Cardholder from the Service if any fraudulent activity is identified as being carried out for the purpose of availing the Service, or otherwise by use of the Card.

(v) All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Program shall be borne solely by the Card Holder/s and ICICI
Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues. ICICI Bank shall be entitled to deduct or set off the amounts of taxes, etc., if any, mentioned above from all amounts payable by ICICI Bank to the Card Holder/s.