

Terms & Conditions for the Western Union®-ICICI Bank Prepaid Card

These terms and conditions apply to and regulate the issuance and usage of the Western Union®-ICICI Bank Prepaid Card facility offered by ICICI Bank. These terms and conditions (the "Terms and Conditions") shall be in addition to and not in derogation to any other terms as stipulated by ICICI Bank from time to time.

1. DEFINITIONS:

In these Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

"Affiliate" means and includes any company which is the holding or subsidiary company of ICICI Bank, or a person under the control of or under common control with ICICI Bank, or any person in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control. For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"Application" or the "Card Application" shall refer to the application made by a customer to ICICI Bank for the issuance of a Card. The Application shall be in the form of a written application made in the manner and format prescribed by ICICI Bank, and shall form an integral part of these Terms and Conditions.

"Card" refers to Western Union-ICICI Bank Prepaid Card issued by ICICI Bank.

"Cardholder" shall mean the individual who makes an Application for the issuance of, and to whom the Card has been issued by ICICI Bank subject to such terms and conditions as may be specified by ICICI Bank, and who is authorized to hold and use the Card.

"ICICI Bank" or "the Bank" shall mean ICICI Bank Limited, the proprietors / owners of the Card, its successors, assigns and nominees / representatives.

"24X7 Customer Care" refers to the telephonic customer service facility provided by ICICI Bank and/or Western Union throughout the day to Cardholders for any Card related queries.

"Merchant Establishment" shall mean such physical establishments, located in India, which honour a MasterCard card and shall include, among others, stores, shops, restaurants, hotels (whether retailers, distributors or manufacturers).

"Merchant" means any person who owns or manages or operates a Merchant Establishment.

"PIN" means personal identification number, used to access ATMs with the Card.

"POS Terminal" means the point of sale (POS) electronic terminals at Merchant Establishments in India, which are capable of processing card transactions and at which, the Cardholder can use his Card to access the funds on the Card.

"Network" shall mean the MasterCard network which honours the Card.

"Instructions" shall mean any instruction given by the Cardholder, using a Card, directly or indirectly to ICICI Bank to effect a transaction.

"Transaction" shall mean any Card transaction/s carried out by the Cardholder as permitted by these Terms and Conditions, including but not limited to, loading or reloading of funds to a Card; Card balance enquiries; cash withdrawals from a Card, making purchases through merchant points of sale; electronic commerce transactions; transactions undertaken through interactive voice recording (IVR) systems; other transactions requested through customer care centres; and/or such other uses as ICICI Bank may permit in writing from time to time.

"Western Union" shall mean Western Union Payment Services (India) Private Limited, its successors, assigns and nominees / representatives.

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 and Conditions.

e) References to MasterCard regulations pertain to the guidelines issued by MasterCard to all the member banks of its network.

g) The rules of interpretation as set out in the General Clauses Act shall, unless it be repugnant to the subject or context thereof, apply to these Terms and Conditions as if incorporated herein.

3. APPLICABILITY OF TERMS:

The Cardholder shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by submitting the Application for the Card and/or by signing on the reverse of the Card, or by performing a Transaction or by accepting the Card, in the form and manner prescribed by ICICI Bank from time to time.

The usage of the products and services available through various channels of ICICI Bank, including but not limited to internet banking and phone banking facilities, with the use of Card, shall be subject to such primary terms and conditions as applicable for such channels/products/services and as specified by ICICI Bank from time to time.

4. ISSUANCE OF CARDS:

ICICI Bank may issue the Card to a customer on the request of the customer and pursuant to the customer making an Application for the Card and agreeing to the applicable terms and conditions in the form and manner prescribed by ICICI Bank in this regard. ICICI Bank shall maintain records of these Applications and other consents/instructions in such manner as may be deemed suitable by ICICI Bank.

At the time of making the Application for issuance of the Card, the customer is able to load (first loading of cash) on the Card subject to a minimum value of Rs. 500/- (Rupees Five Hundred only) and a maximum value of Rs. 49,999/- (Rupees Fifty Thousand only) or such other limit as may be specified by ICICI Bank subject to internal and applicable regulatory and statutory guidelines. The Card can neither be reloaded (subsequent cash loads) thereafter nor such initial loaded funds be accessed by the customer until the ICICI Bank has activated it. The Card can be reloaded to by the Cardholder post activation of the Card by ICICI Bank subject to a maximum Card balance of Rs.Fifty Thousand (50, 000). Cash deposit limit on the Card is restricted to Rs. 49,999/- during any one day. The Cardholder shall be able to use the Card only to the extent of the amount available on the Card at any given point of time.

The Card shall be activated subject to approval of the Application by the Bank and a minimum amount being loaded on the Card by the Cardholder by the means of cash. Such funds shall be loaded on the Card after deduction of the applicable charges/ fees etc. payable by the Cardholder to ICICI Bank for availing the said Card facility.

The Cardholder shall be bound to comply with these Terms and Conditions and all the policies stipulated by ICICI Bank from time to time in relation to the Card. ICICI Bank may, at its sole discretion, refuse to accept the Application or to issue Card to the Cardholder.

5. FEATURES OF CARD:

The Cardholder may use the Card to make payments at Merchant Establishments within India, as well as withdrawing cash from ATMs. A PIN will be provided to the Cardholder to withdraw cash from ATMs. The Cardholder must not disclose the PIN to anyone else. The facility of internet banking and the facility to make offline / MOTO transactions shall not be available on the Card. No interest shall be payable by ICICI Bank on the amount available/loaded on the Card.

The Cardholder may load and reload cash onto the Card at selected Western Union® locations subject to verification of their identity and any other mandatory requirements as prescribed by the Bank from time to time. The loading and reloading service is subject to the ICICI Bank Western Union Prepaid Card Load/Reload Services terms and conditions appearing at the end of this document as Annexure II, as amended from time to time and posted at www.icicibank.com and www.india.westernunion.com/prepaid. Non-Cardholders may also reload funds onto Cards* at selected Western Union® locations subject to verification of their identity and any

other mandatory requirements as prescribed by the Bank from time to time. Limitations regarding minimum amount, maximum amount, annual load limit and frequency of loading and reloading shall be applicable as prescribed by the Bank from time to time. The cash loading / reloading facility is subject to the relevant applicable fee(s). Funds loaded on a Card after activation by ICICI Bank are immediately available for the Cardholder to use.

6. LOST OR STOLEN CARDS:

If the Card is lost or stolen, the Cardholder must file a report with the local police and should be able to produce a copy of the police report upon request by ICICI Bank. The Cardholder must immediately report the loss/ theft over the telephone to the 24X7 Customer Care and /or lodge a complaint with selected Western Union locations. 24X7 Customer Care shall, upon adequate verification, hotlist/cancel /suspend the Card and terminate all facilities in relation thereto during working hours on a working day following the receipt of such intimation and on the request of the Cardholder and shall not be liable for any inconvenience caused to the Cardholder in this regard. The Cardholder shall take cognizance of the fact that once a Card is reported lost, or stolen and is subsequently found, the same shall be promptly cut in half and adequate care taken to prevent its misuse. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safe-keeping thereof. The Cardholder will be liable for all charges incurred on the Card until the Card is reported lost /stolen. Further, in the event ICICI Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. In case of any dispute relating to the time of reporting and/ or Transaction/s made on the Card or any other matter in relation to the said Card, ICICI Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction.

7. SURRENDER/REPLACEMENT OF CARD OR PIN:

The Card issued to the Cardholder shall remain the property of ICICI Bank and shall be surrendered to ICICI Bank, on request. The Cardholder shall return the Card to ICICI Bank for cancellation in the event the services are no longer required by the Cardholder or if the services are withdrawn by ICICI Bank for any reason whatsoever. In case of loss of the Card, the Card may be blocked by Cardholder by calling up the 24X7 Customer Care & furnishing the required information for blocking the Card and as more specifically provided for under clause titled as "Lost or Stolen Cards".

ICICI Bank may issue a replacement Card or PIN to the Cardholder upon a request being made by the Cardholder, in this regard and at its sole discretion. The replacement Card or PIN shall be sent to the address of the Cardholder, as registered with ICICI Bank or at selected Western Union locations as is deemed necessary, by ICICI Bank requiring the Cardholder to have the same collected from selected Western Union locations.

In the event of death of the Cardholder ICICI Bank shall cancel the Card upon being informed of the same. The legal heirs of the Cardholder can recover the balance amount available on the Card as per ICICI Bank's policy / process.

8. EXPIRATION AND TERMINATION:

The Card is valid up to a period of three years from the date of issuance of the Card. ICICI Bank may, at any time, with or without notice, at its absolute discretion, terminate the Card.

9. USAGE GUIDELINES:

The said Card is valid only in India. The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder shall sign the Card immediately upon receipt. The Cardholder shall be responsible for all facilities granted by ICICI Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and ICICI Bank.

10. LIABILITY FOR MASTERCARD TRANSACTIONS:

In the case of MasterCard Cards, the liability of the Cardholder for disputed, unauthorized MasterCard Transactions shall be limited to zero provided the Cardholder notifies ICICI Bank in writing immediately of such disputed, unauthorized Transactions and the Cardholder is not, in the opinion of ICICI Bank, guilty of negligence, fraud or collusion. Provided, however, the liability of the Cardholder in respect of disputed, unauthorized MasterCard Transactions carried out by lost or stolen MasterCard shall be limited to zero only if such disputed, unauthorized MasterCard Transactions have been undertaken within a period of 10 days prior to the date of such written notification to ICICI Bank.

In case of a charge back being made to the Card, the Card will be credited with the said charge back amount.

11. STATEMENTS AND RECORDS

The Cardholder may enquire about the balance on his Card from ATMs, selected Western Union locations or by calling the 24X7 Customer Care. The Cardholder will also receive a short messaging system message on the mobile number registered by the Cardholder with the Bank, after each Transaction, informing him of the Transaction value and remaining Card balance. The Cardholder shall inform ICICI Bank in writing within 15 days, if any irregularities or discrepancies exist in the Transactions/ particulars of the Card Account. If ICICI Bank does not receive any information to the contrary within 15 days, it shall assume that the Transactions are correct. All records maintained by ICICI Bank, in electronic or documentary form of the instructions of the Cardholder and such other details (including, but not limited to payments made or received) pursuant to these Terms and Conditions, shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

12. MERCHANT LOCATION USAGE:

The Card is acceptable at all Merchant Establishments in India which display the logos of ICICI Bank / MasterCard and/or such other agencies recognised by ICICI Bank and which have a POS Terminal. The Card is for electronic use only. The Cardholder must sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip.

Any sales slip not personally signed by the Cardholder or bearing no signature but which can be proved as being authorised by the Cardholder shall be his liability. The amount of the Transaction is debited from the balance available on the Card immediately. The Card is operable with the help of the Cardholder's signature at POS Terminals installed at Merchant locations depending on the functionality of the POS Terminal. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant, including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to ICICI Bank. However, the Cardholder should notify ICICI Bank of this complaint immediately.

The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the balance available on the Card, with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales slip must be cancelled by the Merchant and a copy of the cancelled sales slip must be retained in the Cardholder's possession. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by the Cardholder, if called for. The Card is not to be used at hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase Transaction or service.

The Cardholder is responsible for all Transactions initiated by use of the Card, except as otherwise set forth herein. If the Cardholder does not have enough funds available in the Card account, he may be able to instruct the Merchant to charge a part of the Transaction to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some Merchants do not allow Cardholders to conduct split transactions. Some Merchants will only allow Cardholders to do a split transaction if he pays the remaining amount in cash.

Each time the Cardholder uses the Card, he authorises ICICI Bank to reduce the funds available in the Card Account by the amount of the Transaction. The Cardholder is not allowed to exceed the available amount in the Card account through an individual Transaction or a series of Transactions. Nevertheless, if a Transaction exceeds the balance of the funds available in the Card, the Cardholder shall remain fully liable to ICICI Bank for the amount of the Transaction. ICICI Bank reserves the right to bill the Cardholder for any negative balance. The Cardholder agrees to pay ICICI Bank promptly for the negative balance. ICICI Bank also reserves the right to cancel/terminate the Card should the Cardholder create one or more negative balances with the Card.

13. EXCLUSION FROM LIABILITY:

In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep ICICI Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which ICICI Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of ICICI Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the rules/ Terms and Conditions relating to the Card and/or fraud or dishonesty relating to any Transaction by the Cardholder. The Cardholder shall also indemnify ICICI Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card. Without prejudice to the foregoing, ICICI Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

1. Any defect in quality of goods or services supplied.
2. The refusal of any person to honor or to accept the Card.
3. The malfunction of any computer/ POS Terminal.
4. Effecting Transaction instructions other than by the Cardholder in breach of the Cardholder's obligation not to disclose his PIN to anyone else
5. Handing over of the Card by the Cardholder to anybody other than the designated employees of ICICI Bank at ICICI Bank's premises or agent staff at select Western Union outlets.
6. The exercise by ICICI Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by ICICI Bank or by any person or computer terminal.
7. The exercise by ICICI Bank of its right to terminate the Card.
8. Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
9. Any misstatement, misrepresentation, error or omission in any details disclosed by ICICI Bank except as otherwise required by law, if ICICI Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which ICICI Bank in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact on the Card, ICICI Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. ICICI Bank reserves the right to deduct from the balance available on the Card, a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving the Cardholder's Card.

10. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.

11. In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner.

14. ADDITION/ WITHDRAWAL OF FACILITIES:

ICICI Bank may, at its discretion, make available to the Cardholder more services on the Card, POS Terminals, Internet or otherwise and/or other devices through Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by ICICI Bank from time to time will be recovered by a debit to the balance available on the Card. The Cardholder understands and agrees that the Networks may provide different functionalities and service offerings and different charges for different services. ICICI Bank shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at POS Terminal / Internet / other devices within India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

15. Privacy and Data Protection

(a) The Customer undertakes and authorises ICICI Bank and Western Union to disclose, exchange, share or part with all the information, data or documents of the Cardholder for the purposes of providing Card related services.

(b) The Cardholder agrees to accept any charges imposed by the Cardholder's network provider for this service.

(c) If the Cardholder no longer wishes to receive commercial communications from ICICI Bank and/ or Western Union, or no longer wishes to authorise ICICI Bank and/or Western Union to share the personal information of such Cardholder with any third party including their Affiliates, he/she may submit the request in writing to ICICI Bank at Western Union ICICI Bank Prepaid Card Offline Team, 41, Essar House, Old Lakshmi Theatre Building, St John's Road, Bengaluru - 560042, Karnataka, India.

(d) The ICICI Bank (Prepaid) Privacy Policy, as updated from time to time, shall form an integral part of these Terms and Conditions.

16. FEES AND CHARGES:

The holding and use of the Card will incur fees which will be debited to the balance available on the Card. The details of the charges are attached herewith as Annexure I. The said fees are not refundable.

Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon ICICI Bank (either directly or indirectly),

ICICI Bank shall debit such charges, duty or tax against the balance available on Card. In addition, operators of Networks may impose an additional charge for each use of their POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the balance available on the Card. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the balance available on Card. In the situation that the balance available on the Card is not sufficient to deduct such fees, the Bank reserves the right to deny any further Transactions. The Cardholder also authorizes ICICI Bank to deduct from the balance available on his Card, and indemnifies ICICI Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card (including without limitation reasonable legal fees). ICICI Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time by updating these Terms and Conditions. The Cardholder authorises ICICI Bank to recover all charges related to the Card as determined by ICICI Bank from time to time by debiting the balance available on the Card. Details of the applicable fees and charges as stipulated by ICICI Bank shall be displayed on the website and / or at selected Western Union locations.

17. DISPUTES:

ICICI Bank accepts no responsibility for the refusal by any Merchant Establishment to accept and/or honour the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between ICICI Bank and the Cardholder as to the extent of liability incurred by the Cardholder and ICICI Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/ to be purchased or has duly received the service availed/ to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Statement, the Cardholder shall advise details to ICICI Bank within 15 days of the Statement date failing which it will be construed that all charges are acceptable and in order. ICICI Bank may at its sole discretion accept any disputes on charges older than 15 days. ICICI Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Statement within two months of receipt of the notice of disagreement. If after such effort, ICICI Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the sales slip or payment requisition. Any dispute in respect of a Network will be resolved as per MasterCard regulations. ICICI Bank does not accept responsibility for any dealings the Cardholder may have with Networks. Should the Cardholder have any complaints concerning any Network ATM, the matter should be resolved by the Cardholder with the Network, and failure to do so will not relieve him from any obligations to ICICI Bank. However, the Cardholder should notify ICICI Bank of the complaint immediately.

18. QUALITY OF GOODS AND SERVICES:

ICICI Bank shall not in any way be responsible for the merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/or avail of services, ICICI Bank holds out no warranty or

makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Cardholder with the Merchant Establishment directly. The existence of the claim or dispute shall not relieve the Cardholder of his obligation to pay all the charges due to ICICI Bank and agrees to pay such charges promptly.

19. GOVERNING LAW AND JURISDICTION:

ICICI Bank, the Cardholder agrees that any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. ICICI Bank may, however, in its absolute discretion commence any legal or proceedings arising out of the Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of India.

20. NOTIFICATION OF CHANGES AND OTHER PROVISIONS:

ICICI Bank shall have the absolute discretion to amend or supplement any of these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The balance available on the Card shall be liable to be utilized for all charges incurred and all other obligations under the revised Terms and Conditions. ICICI Bank shall notify / communicate the amended Terms and Conditions by hosting the same on the ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder shall be responsible for regularly viewing these Terms and Conditions, including amendments thereto as may be posted on ICICI Bank's website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card.

The Card and the Cardholder's obligations under these Terms and Conditions may not be assigned. ICICI Bank may transfer its rights under these Terms and Conditions. Use of the Card is subject to all applicable rules and customs of any clearing house or other association involved in Transactions. ICICI Bank does not waive its rights by delaying or failing to exercise them at anytime. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms and Conditions shall not be affected.

21. INDEMNITY:

Without prejudice and in addition to the forgoing indemnities provided by the Cardholder, the Cardholder agrees to further indemnify and keep indemnified ICICI Bank against all and any claims, suits, liability, damages, losses, costs, charges, expenses, proceedings and action of any nature whatsoever made or instituted against ICICI Bank or incurred by ICICI Bank on account of usage of the Cards.

ANNEXURE I: Fees and Charges

1. "Card Joining Fee" shall refer to the one time fee/s, which is required to be paid by the Cardholder, at the time of making the Application of the Card and shall amount to Rs.100 and Service tax additional (Rupees One Hundred and the Service tax only).
2. "Card Replacement Fee" shall refer to the fee/s to be paid by the Cardholder for the replacement Card and shall amount to Rs.100 and Service tax additional (Rupees One Hundred and Service tax only)
3. "Card Loading Fee" shall refer to the fee/s which is required to be paid by the Cardholder for loading of a Card in cases where he is Cardholder and is carrying the card on his self and shall amount to Rs. 20 and Service tax additional (Rupees Twenty and the Service tax only).
4. "Remote Card Loading Fees" shall refer to the fee/s which is required to be paid by any other person other than the Cardholder in order to reload money on the Card* and shall amount to 2% of the amount loaded subject to a minimum of Rs. 50. and Service tax additional (Rupees Fifty and the Service tax only).
5. "Agent Cash Withdrawal Fees" shall refer to the fee/s which is required to be paid by the Cardholder for withdrawing cash at selected Western Union locations*, shall amount to Rs. 25. and Service tax additional (Rupees Twenty Five and the Service tax only).
6. "ATM Cash Withdrawal Charges" shall refer to the fee/s which is debited to the balance on the card for any cash withdrawal made at ATMs other than ICICI Bank ATMs and shall amount to Rs. 25 and Service tax additional (Rupees Twenty Five and the Service tax only).
7. "Balance Enquiry Fees" shall refer to the fees which is debited to the balance on the card for any balance enquiry transactions done at ATMs other than ICICI Bank ATMs and shall amount to Rs. 10 and Service tax additional (Rupees Ten and the Service tax only).
8. "Annual Maintenance Fees" shall refer to the fees which is debited to the balance on the card on an annual basis from beginning of second year onwards towards maintenance of the Card and shall amount to Rs. 50 and Service tax additional (Rupees Fifty and the Service tax only).
9. "PIN Replacement Fees" shall refer to the fees to be paid by the Cardholder for issuance of a replacement ATM PIN and shall amount to Rs. 100 and Service tax additional (Rupees Hundred and the Service tax only).
10. "Customer Detail Updating Fees" shall refer to the fees to be paid by the Cardholder for updation of contact and address details at selected Western Union locations and shall amount to Rs. 50 and Service tax additional (Rupees Fifty and the Service tax only).
11. "Account Closure Fees" shall refer to the fees to be paid by the Cardholder towards voluntary termination of the Card and refund of the card balance through a request at selected Western Union locations and shall amount to Rs. 50 and Service tax additional (Rupees Fifty and the Service tax only).

12. "Charge Slip Request/Retrieval Fee" shall refer to the fees to be paid by the Cardholder with respect to the request for the retrieval of a Charge Slip and shall amount to Rs.100 and Service tax additional (Rupees One Hundred and Service tax only).

13. Cost of railway tickets will be recovered along with charges and taxes levied if any by the acquiring bank at actual.

14. Cost of fuel will be recovered along with charges and taxes levied if any by the acquiring bank at actual.

* Service not yet available. Cardholders will be notified when service becomes available.

Annexure II. ICICI BANK® WESTERN UNION® PREPAID LOADING/RELOADING SERVICES ("Load/Reload Services") ARE PROVIDED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AND APPLICABLE LAW. The latest terms will be posted at www.icicibank.com and www.india.westernunion.com/prepaid.

Availability of Load/Reload Services depends on certain conditions including amount loaded, regulatory issues, identification requirements and location hours (collectively, "Restrictions"). Cardholders can load/reload funds to their Card using Services. Transactions that implicate certain regulatory issues may take longer or be subject to additional Restrictions. Transactions may be reported to applicable authorities.

REFUNDS: PRINCIPAL REFUNDS (not including transfer fees) and cancellation of the transaction will be made if the funds have not been loaded when Western Union processes Cardholder's written request. Cardholder shall comply with such requirements as ICICI Bank and/or Western Union indicate for such cancellations and refunds.

LIMITATIONS OF LIABILITY: IN NO EVENT SHALL WESTERN UNION BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM LOADED/RELOADED (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND FEES). IN NO EVENT SHALL WESTERN UNION OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE.

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