

Terms and Conditions for ICICI Bank Pay Direct Card - Retail

These terms and conditions ("**Terms of Use**") shall form an agreement between the Customer (defined below) and ICICI Bank Limited ("**ICICI Bank**"), a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 with its registered address at ICICI Bank Limited Registered Office: Registered Office: Landmark, Race Course Circle, Vadodara 390 007 > and its corporate office at < ICICI Bank Towers, Bandra Kurla Complex, **Mumbai** 400 051 for the Pay Direct Retail Card (defined below) issued by ICICI Bank. These Terms of Use shall be in addition to any other terms as stipulated by ICICI Bank from time to time on its Website (defined below) whether pertaining to the Account (defined below) or in relation to other products, services or offers provided by ICICI Bank.

I. Definitions

"**Affiliate**" of ICICI Bank shall mean and include:

- (a) any company which is the holding or subsidiary company of ICICI Bank Limited (ICICI Bank), or
- (b) a person under the control of or under common control with ICICI Bank, or
- (c) any person, in <26>% or more of the voting securities, of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of this definition of Affiliate, "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;

"**Customer**" or "**Card Holder**" shall mean an individual person, to whom a Pay Direct Card is issued and shall include applicant as well until the Application Form is accepted by ICICI Bank. In the event, the Cardholder is a minor, it shall include the natural guardian/court appointed guardian as well.

"**Funder**" shall mean any individual or organisation that transfers funds/money onto the Pay Direct prepaid card for a particular purpose to the Card Holder.

"**Charges**" means such charges as applicable on the usage of the Cards and as set out by ICICI Bank and communicated to the Cardholder in writing or as available on the Website. .

"**Pay Direct Card**" or "**Card**" shall mean a pre-paid Visa electron card issued to an individual retail customer by ICICI Bank, upon the request of the individual retail customer,

"**Application Form**" refers to the application form (both physical and digital) signed by the Card Holder in the form and manner stipulated by ICICI Bank, from time to time, for the issuance of the Card to them.

“Merchant Establishment” shall mean establishments, wherever located, which honour the VisaCard and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers.

“Statement” means a statement sent by ICICI Bank to the Card Holder setting out the financial transactions that have been made utilising the Pay Direct Card along with balance if any, in the Card Account. The Card Holder will be issued e-statements.

“Tariff Annexure” means an annexure detailing the Charges applicable for the services offered on the Pay Direct Card. These Charges are subject to change at the sole discretion of ICICI Bank.

“Transaction Instruction” means any instruction given by a Card Holder, directly or indirectly, to ICICI Bank, to effect a transaction on the Pay Direct Card.

“Electronic Signature/ E-Signature” shall mean a mode/means of authentication, recognized under Information Technology Act, 2000 and used for the purpose of authenticating/execution of the Online Application Form/ other ancillary documents and/or operation of online savings account

II. Interpretation

In these Terms of Use, unless the contrary intention appears:

- a) an “authorisation” or “approval” includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
- b) “law” includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the Application Form or thereafter and each as amended from time to time.
- c) The singular includes the plural (and vice versa);
- d) The headings in these Terms of Use are inserted for convenience of reference only
- e) Reference to a gender shall include references to the female, male and neutral genders;
- f) All approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank;
- g) In case of any disagreement or dispute between ICICI Bank and the Card Holder regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank as to the materiality of any of the foregoing shall be final and binding on the Card Holder.
- h) ICICI Bank as to the materiality of any of the terms hereto or breach thereof shall be final and binding on the Card Holders.

III. Acceptance of Terms of Use

By applying for the Card the Customer agrees to abide by these Terms of Use for its use. In the event an online application form is signed by the customer through E-Signature, the Customer agrees and understands that by the placing their signature on the application form for the Card or by placing their E-Signature on the digital application form for the Card and further by using it, the Customer agrees to be governed by these Terms of Use.

IV. Pay Direct Card

Cards shall be issued by ICICI Bank basis the Application Form subject to the Card Holder fulfilling ICICI Bank's eligibility criteria.

The card is not a transferable and a zero balance card at the time of issue. Each time a Cardholder or Funder desires to make a loading on to the Card, it shall provide instructions to allocate the desired amounts to the Card Account through National Electronic Fund Transfer (NEFT) payment mode with the desired amounts to ICICI Bank in the specified bank account details only. The Card issued to Cardholder is valid for use only in India for the purchase of goods in Indian currency only.

The Card Holder shall sign on the reverse of the Card immediately upon receipt of the same, and ensure that the signature on all transaction slips that are signed by the Card Holder are similar to the signature provided by the Card Holder on the -Card and -Card Application Form submitted to ICICI Bank. In case the Card Holder desires to alter his/her signature, the Card Holder shall intimate ICICI Bank about the same and execute necessary documents as prescribed by ICICI Bank and/or under law, in this regard.

V. Use of the Card

- a) The Pay Direct Card is valid only in India. On or before the expiry of the Card, the Customer may request for a new Card. Such renewed Card will be sent to the Card Holder's address as available in the records of ICICI Bank or on an alternative address upon registered request to the ICICI Bank by Card Holder.
- b) The features and usage of a Card may be defined by ICICI Bank time to time. ICICI Bank and the Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Card at Merchant Establishments or ATM, for any reason, whatsoever. The Card may be used only for bonafide personal purposes. It is clarified that Charges incurred, may, in case of some Merchant Establishment, include a Charge for the availment of the purchase, or other facility. Upon usage of the Card at the Merchant Establishment, the Card Holder may collect the copy of the charge slips/transaction slips at the time of making payment using the Card. ICICI Bank shall not provide copies of the charge slips/transaction slips to the Card Holder. However, the Customer may be asked to provide these slips as proof of transaction.
- c) Any charge levied by the Merchant Establishment on the purchases made by the Card Holder using the Card, shall be settled by the Card Holder with the Merchant Establishment directly and ICICI Bank shall not be responsible for the same. Any dispute pertaining to such charges levied shall be settled between the Card Holder and the concerned Merchant Establishment. ICICI Bank shall not be liable, directly or indirectly, in any manner, whatsoever, for the same.

- d) The Card Holder undertakes to act in good faith at all times in relation to all dealings with the Card and ICICI Bank. The Card Holder accepts full responsibility for wrongful use of the Card in contravention of the Terms of Use contained herein and, undertakes and agrees to indemnify ICICI Bank to make good any loss, damage, interest, conversion, any other financial charge that ICICI Bank may incur and/or suffer, whether directly or indirectly, as a result of the Card Holder committing violations of the provisions thereof.
- e) The Card Holder agrees that he/she will not use the Card as payment for any illegal purchase. The Card cannot be used for making for the purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, etc.
- f) ICICI Bank reserves unto itself the absolute discretion and liberty to decline or honour the authorisation requests on the Card, without assigning any reason thereof.
- g) ICICI Bank may, at its sole discretion, utilise the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services.

VI. Breach and Termination/Withdrawal

(A) Breach:

In case of any breach of these Terms of Use by any Card Holder:

- i. Notwithstanding any other provision of these Terms of Use, the Card Holder will remain liable for any loss, directly or indirectly, resulting from such a breach; and
- ii. The Card Holder will be liable to pay ICICI Bank, upon demand, all amounts outstanding from the Card Holder to ICICI Bank.

(B) Termination:

a) The Card Holder, may at any point of time, by giving a prior request in writing to ICICI Bank or through phone banking for termination (permanent closure) of the Card. Card Holder to ensure that there is no balance left on the card as it cannot be refunded or transferred post successful card termination/account closure activity. ICICI Bank shall attempt to close the relationship within 10 days.

b) Such a termination request/notice will not be taken or considered with immediate effect, unless & until cardholder receives notification from bank as confirmation of card termination/closure through SMS/Mail on the registered contact details of card holder, followed by card holder to defaced card by cutting off the top right-hand corner ensuring that the hologram, magnetic stripe and EMV chip have been cut and properly scrapped.

- (ii) In case charges are incurred on the Card after the Card Holder claims to have destroyed the Card, the Card Holder shall be entirely liable for Charges incurred on the Card, whether or not, the same are the result of the misuse of the Retail Prepaid Card.
- (iii) ICICI Bank may at anytime, with notice, as to the circumstances in ICICI Bank's absolute discretion require, terminate the Card facility. If ICICI Bank revokes the Card of any Card Holder, ICICI Bank will notify the Card Holder of the revocation/cancellation and to obtain of the revoked/ cancelled Card, each cut in four pieces ensuring that the hologram and magnetic stripe are destroyed, to surrender the same to ICICI Bank.
- (iv) On termination of the Card facility and notwithstanding any prior agreement between ICICI Bank and the Card Holder to the contrary:

- (a) The total of all Charges then outstanding, whether or not already reflected in the "Statement" and,
 - (b) The amount of any Charges incurred after termination (with effect from the date of relevant Transaction Instruction), shall become forthwith due and payable by the Card Holder as though they had been so reflected, and interest will accrue thereon as applicable, from time to time.
- (v) ICICI Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason thereof. In case of a temporary withdrawal, the privileges may be reinstated by ICICI Bank at its sole discretion. In case of a permanent withdrawal, ICICI Bank has a right to refuse holdership to the Card Holder permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In case of such temporary or permanent withdrawal, the Card Holder shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by ICICI Bank.

Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the mailing address of the Card Holder, as per the records of ICICI Bank, is received by the Card Holder through ordinary post. The Card Holder agrees to surrender the Card to ICICI Bank, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Holder to legal proceedings.

VII. Charges

- (i) Charges shall include voluntary and involuntary charge, details of which are given hereunder:
- (a) Voluntary Charge:
 - (i) The amount of any purchase of any goods made by a Transaction Instruction.
 - (ii) Any amount which the Card Holder has requested ICICI Bank to debit the Card Account with, by virtue of a Transaction Instruction.
 - (b) Involuntary Charge:
 - (i) Any fees charged by ICICI Bank in respect of the Card, including replacement, renewal, handling and other fees, if any. These fees are nonrefundable.
 - (ii) Service charges on specific types of transactions. The method of computation of such charges will be as notified by ICICI Bank, from time to time.
- (ii) Delayed or Amended Charges:
- (a) A Merchant Establishment may process delayed or amended charges if the Card Holder has consented to be liable for delayed or amended charges for any transactions.
 - (b) A delayed or amended charge shall be processed within 90 calendar days of the transaction date of the related Transaction Instruction. The method of computation of Charges will be as notified by ICICI Bank, from time to time.

(iii) ICICI Bank's record of the amount of any Charge shall, in the absence of manifest error, be final and binding on the Card Holder, and shall be conclusive in any case where ICICI Bank has effected any payment.

(iv) All statutory taxes, Goods and Services Tax (GST), all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Card, will be borne by Card Holder. These charges are subject to changes at the sole discretion of ICICI Bank. However, such changes in charges may be made only with prospective effect giving prior notice of 1 month to the Card Holder.

(v) ICICI Bank, at its sole discretion, may levy service charges for the facilities provided by Bank, in parts subject to maximum limit/s as decided by the Bank from time to time

(vi) For Railway Booking: Cost of railway tickets will be recovered along with charges and taxes levied, if any by the acquiring bank at actual.

(vii) For Fuel Surcharge: Cost of fuel will be recovered along with charges and taxes levied if any by the acquiring bank at actual.

VIII. Lost, Stolen or Misused Cards

If a Card is lost or stolen, the Card Holder must immediately report such loss/theft to ICICI Bank's 24-Hour Customer Care. However, in case of loss of Card due to theft, the Card Holder must also file an FIR with the local police and should be able to produce a copy of the same upon request by ICICI Bank. ICICI Bank will, upon adequate verification, suspend the Card and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Card Holder. The Card Holder shall take cognisance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Card Holder declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Card Holder shall promptly cut the Card in 4 pieces and return the same to ICICI Bank for cancellation.

The Card Holder is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. If ICICI Bank determines that the Card Holder has failed to take the above steps in case of loss / theft / destruction of the Card and the same are questionable, financial liability on the lost, stolen or damaged Card would rest with the Card Holder and could even result in cancellation of the Card. No liability shall accrue upon the Card Holder for any unauthorised transactions done on the Card from the time such Card has been reported lost/ stolen/ damaged and upon ICICI Bank having suspended the Card. Liability of any transaction made on the Card post reporting its loss/ theft/ damage shall fall upon the Bank. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, ICICI Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction.

Exclusion of Liability

Without prejudice to the foregoing, ICICI Bank shall be under no liability, whatsoever, to the Card Holder, in respect of any loss or damage arising, directly or indirectly, out of:

- (a) any defect in any goods or services supplied,
- (b) the refusal of any person to honour or accept the Card,
- (c) the malfunction of any computer terminal,
- (d) the giving of Transaction Instruction,
- (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction,
- (f) handing over of the Card by the Card Holder to anybody other than designated employees of ICICI Bank,
- (g) the exercise by ICICI Bank of its right to terminate usage of the Card.
- (h) any injury to the character and reputation of the Funder or the Card Holder, alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any Merchant Establishment/mail order establishment to honour or accept the Card,
- (i) any mis-statement, mis-representation, error or omission in any details disclosed to ICICI Bank.
- (j) any error between the amount allocated to a Card upon receipt of instructions in this regard from the Funder and the amounts agreed upon between the Card Holder and the Funder.

In case a demand or claim for settlement of outstanding dues from the Card Holder is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Card Holder 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 Card Holder, in any manner. The Card Holder expressly accepts that if he/she fails to pay any money when due, or which may be declared due prior to the date when it would otherwise have become due, or commits any default under the present terms, under which the Card Holder is enjoying financial/corporate/other facility, then, ICICI Bank shall, at its sole discretion, without prejudice, exercise all or any of its rights as set out in these Terms of Use. Any notice concerning payments given by ICICI Bank hereunder will be deemed to have been received by the Card Holder within 7 days of mailing to the Card Holder's mailing address last notified in writing to ICICI Bank. Any notice may also be sent by email or communicated verbally and confirmed in writing by post or email. ICICI Bank shall not be held accountable for delays in receipt of notices.

IX. Disputes

Any charge slip, or other payment requisition, received by ICICI Bank for payment shall be conclusive proof that the Charge recorded on such a Charge Slip or other requisition, was properly incurred by the Card Holder, unless the Card is lost, stolen or fraudulently misused, the burden of proof for which, shall be on the Card Holder. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Card Holder at a Merchant Establishment by use of the Card which is not recorded as a Charge. Signature of the Card Holder on such charge slips together with the Card number noted thereon shall be conclusive evidence of the liability incurred by the Card Holder.

X. Quality of Goods and Services

ICICI Bank shall not, in anyway, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Holder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Holder. It must be distinctly understood that the Card is purely a facility to the Card Holder 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 Card Holder with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card Holder of his/her obligation to pay all the Charges and the Card Holder agrees to pay promptly such Charges, notwithstanding any dispute or claim, whatsoever.

XI. Disclosures

- (i) The Customer undertakes and authorises ICICI Bank, its group companies to exchange, share or part with all the information, data or documents and to make references and enquiries which ICICI Bank/its group companies consider necessary in respect of or in relation to his/her application/further applications 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 / credit bureaus / agencies / statutory bodies /tax authorities /central information bureaus and shall not hold ICICI Bank / its group companies liable for use of this information. (ii) The Customer agrees and confirms that the credit information bureaus and/or any other agency may use and process the said information and data disclosed by ICICI Bank to them, in the manner as deemed fit by credit information bureaus and/or any other agency. Further, the Customer also confirms and permits the credit information bureaus and/or any other agency to furnish for consideration the processed information and data or product thereof prepared by them to the banks/financial institutions and/or any credit grantors or registered users as may be specified by the RBI in this behalf or any other applicable Law. (iii) Data held by the Bank relating to Customers will be kept confidential but the Bank may, at its sole discretion, provide such information to the categories of persons set out below. The Customer and/or the borrower hereby irrevocably authorises the Bank to disclose, as and when the Bank is required to do so by applicable Law or when the Bank regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any account or the facility of the Customer and/or the borrower with the Bank or any ICICI Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:- a. the head office of ICICI Bank, any of its affiliates, group companies, subsidiaries or its holding company, branch offices in any jurisdiction or third parties ("Permitted Parties") engaged by the Bank for any such services/operations including but not limited to centralise or outsource its data processing and other administrative operations; b. the agents and independent contractors of the Permitted Parties

- who are under a duty of confidentiality to the Permitted Parties, have the same degree of confidentiality obligations as is agreed between the Permitted Parties and the Bank; c. any actual or potential participant or sub-participant in, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing); d. any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party; e. any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties. f. auditors, professional advisers and any other person(s) under a duty of confidentiality to the Permitted Parties; g. vendors, installers, maintainers or service providers of the Permitted Parties computer systems; h. any exchange, market, or other authority or regulatory body having jurisdiction over the Permitted Parties, its head office or any other branch of the Permitted Parties or over any transactions effected by the Customer or the borrower or for the Customer's or the borrower's account including but not limited to NPCI, CKYC, UIDAI, RBI, Enforcement Directorate ("ED"), police authorities; i. any party lawfully authorised by law to make such demand or request; j. any person with whom the 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 of Use; k. any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of Services in respect of the Customer's or the borrower's account(s) or facilities (as the case may be) or in connection with the operation of the Bank's business; l. any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers, whether in India or elsewhere, for the purposes of or in connection with interactions with the Customers or providing Services to the Customers or the borrower's or processing transactions pertaining to the Customers' or the borrower's Accounts or facilities;
- (ii) m. in case of a wire transfer to the beneficiary bank to whom the transfer is being made. n. a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawee; o. a person making payment into the Account (by providing a copy of a deposit confirmation slip which may contain the name of the Customer); p. credit reference agencies and, in the event of default, debt collection agencies; q. any person to whom the Bank is under an obligation to make disclosure under the requirement of any law binding on the Bank or any of its branches. (iv) The Customer hereby irrevocably authorises ICICI Bank to extract their call records or related information as may have been disclosed by us with/ to any third party service providers in relation to services/ facilities offered to them by such third party service providers on account of existing banking relationship with ICICI Bank. (v) From time to time, it will be necessary for Customers to supply the Bank with data in connection with the opening or continuation of Accounts or the provision of banking facilities and services. Failure to supply such data may result in the Bank being unable to provide any of the above services or facilities. It is also the case that data are collected from Customers in the ordinary course of the banking relationship, for example, when Customers write cheques, deposit money or apply for credit. This includes information obtained from credit reference agencies. (vi) The purpose(s)

for which Customer data may be used are as follows: a. the processing of applications for, and the daily operation of the services and credit facilities provided to Customers; b. conducting credit checks (including without limitation upon an application for consumer credit and upon periodic review of the credit) and data verification; c. assisting other financial institutions to conduct credit checks and collect debts; d. ensuring ongoing creditworthiness of Customers; e. designing financial services or related products for Customers' use; f. marketing financial services or related products to Customers; g. determining the amount of indebtedness owed to or by Customers; h. creating and maintaining the Bank's credit and risk related models; i. collection of amounts outstanding from Customers and bills providing security for Customers obligations; j. meeting the requirements to make disclosure under the requirements of any law, rule, regulation, order, ruling, judicial interpretation or directive (whether or not having the force of law) applicable to ICICI Bank and its agents and affiliates; k. enabling an actual or proposed assignee of the Bank, or participant or sub participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub participation; l. any other purposes permitted by Law; and m. purposes relating to any of the above. (vii) Any Customer with an account or service with any branch of ICICI Bank located outside India hereby agrees to provide on a voluntary basis all his/her/their personal and account information and records to the Bank which, together with any information generated or received by the Bank, may be collected and kept by the Bank (including any agent or subcontractor appointed by the Bank) in any country (as the Bank may consider appropriate) for the purposes of the Bank maintaining its relationship with the Customer

(iii) and offering or providing services on accounts or investments made with or through the Bank or other future services or products used by the Bank to carry out matching procedures whether or not for the purpose of taking adverse action against the Customer(s) or maintain a credit history (whether or not the relationship with the Bank is terminated) for the Bank's present or future reference. (viii) The Customer and/or the borrower hereby agrees and consents that the Bank shall be entitled, in connection with the Customer's or the borrower's application for any Account, facilities or Services provided by the Bank, or during the course of the Customer's or the borrower's relationship with the Bank, to obtain and procure information pertaining to the Customer or the borrower or any of his/ her/ its accounts, legal or financial position from whatever sources available to the Bank. (ix) Data may be transferred overseas pursuant to the provisions of this clause. (x) The information disclosed pursuant to this clause may be subject to further disclosure by the recipient to other parties in accordance with the Laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in India due to the difference in applicable laws and regulations.

The Card Holder acknowledges that the information on his/her usage of Card is exchanged amongst banks and financial entities that provide corporate facilities. Acceptance of an application for a Card is based on no adverse reports of the Individual Retail Customer's credit-worthiness. ICICI Bank may report to other banks or financial entities any

delinquencies in the usage of the Card, and/or withdrawal of the Card Holder's facility to use the Card. Based on the receipt of adverse reports (relating to the credit-worthiness of the Card Holder or his/her family Holders or the Funder), ICICI Bank may, after 15 days' prior notice in writing, cancel the Card, whereupon the entire outstanding balance on the Card as well as any further Charges incurred upon usage of the Card, though not yet billed to the Card Holder, shall be immediately payable by the Card Holder. ICICI Bank shall not be obliged to disclose to the Card Holder the name of the bank or financial entity, from where it received, or to which it disclosed information. The Card Holder shall forthwith notify ICICI Bank of any change in his/her address for communication as stated in the application form for the Card. ICICI Bank reserves the right to change the Card Holder's address in its records if such change in address comes to the notice of ICICI Bank. The responsibility shall be solely of the Card Holder to ensure that ICICI Bank has been informed of the correct address for communication, and ICICI Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Holder.

The Card Holder agrees to adhere to and comply with all such Terms of Use as ICICI Bank or its affiliates may prescribe, from time to time, for facilities/services availed of by the Card Holder and, hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines, network or through other means of telecommunication, established by or on behalf of ICICI Bank or its affiliates, for and in respect of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Terms of Use prescribed by ICICI Bank or its affiliates for such facilities/services, as may be prescribed from time to time. The Card Holder hereby authorises ICICI Bank and its agents to exchange, share or part with all the information relating to the Card Holder's details and payment history and all information pertaining to and contained herein to other ICICI Bank Group Companies/Banks/Financial Institutions/Corporate Bureaus/Agencies/Statutory Bodies as may be required and undertakes not to hold ICICI Bank Ltd./all other Group Companies of ICICI Bank Group and their agents liable for use of the above information.

XII. Settlement of Disputes

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only and the Terms of Use shall be subject to the laws of India.

XIII. Changing these Terms of Use

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms of Use at any time. ICICI Bank may communicate the amended Terms of Use by hosting the same on the Website or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms of Use including amendments thereto as may be posted on the Website. ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms of Use and/or Terms of Use/Schedule of Charges/Tariff Guides stipulated by ICICI Bank and/or its affiliates pertaining to the Accounts and/or to any services/facilities offered by ICICI Bank and/or its affiliates in relation to the Account, at any time and shall give prior notice of one month (except for change in interest rates) by hosting the same on the Website or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms of Use and the Terms of Use

stipulated by ICICI Bank and/or its affiliates including amendments thereto as may be posted on the Website/notice board at the branches. Such amended Terms of Use and Terms of Use/Schedule of Charges/Tariff Guides stipulated by ICICI Bank and/or its affiliates will thereupon apply to and be binding on the Customer at the expiry of one month from the date of notice. If in the opinion of the Customer, the changes are to his/her disadvantage, the Customer may opt to close the Account and/or stop using any services/facilities offered by ICICI Bank and/or its affiliates at any time in relation to the Account by intimating ICICI Bank of the same. By continued usage of your Account and allied services, the Customer shall be deemed to have accepted the changed Terms of Use and any new Terms of Use/Schedule of Charges/Tariff Guides stipulated by ICICI Bank and/or its affiliates.

Electronic Instructions The Customer agrees that ICICI Bank shall not be liable for executing any instructions ICICI Bank receives through telephone, facsimile or other form of electronic communication, including but not limited to, registered email IDs. The Customer further agrees to keep ICICI Bank indemnified from and against all claims either by the Customer or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against ICICI Bank or that ICICI Bank may suffer, incur or sustain by reason of or on account of ICICI Bank having so acted whether wrongly or mistakenly or not, or of ICICI Bank failing to act wholly or in part in accordance with the instructions. However, in the event of issues arising out of unauthorised electronic banking transactions, the Customer understands that ICICI Bank will follow the Customer Relationship Policy, as available at <https://www.icicibank.com/managed-assets/docs/personal/general-links/code-ofcommitment/Custom-Relations-Policy.pdf>, for resolving such issues. The Customer agrees to have read and understood the same and shall keep themselves aware of the changes to the Customer Relationship Policy. XXIX. 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.

Indemnity:

The Customer hereby agrees that the Customer shall, at his/hers/their 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 of Use or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations. a. The Customer agrees to indemnify ICICI Bank against any fraud, loss or damage suffered by ICICI Bank due to providing of any incorrect information or failure to communicate any change in such particulars/information or provide true and updated documents. b. the Customer further agrees to indemnify the Bank against any negligence or misconduct, any negligence on the part of the Customer by sharing payment credentials, delay in notifying the Bank of any unauthorised electronic banking transaction, or exercising the Bank's right of set-off, combination, consolidation, lien or any other right. 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 or the Other Services.

iii. The Customer shall indemnify and keep indemnified ICICI Bank as the collecting banker for any loss or damage which ICICI Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, 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.

iv. 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 judgement) 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 Account with ICICI Bank or in enforcing ICICI Bank's rights under or in connection with these Terms of Use 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, email and other telecommunications or electronic instructions, and acting or failing to act thereon.

v. If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this clause, the Customer shall be liable to pay interest (both after as well as before any judgement) 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.

vi. The Customer shall solely be responsible for ensuring full compliance with all the applicable Laws and regulations in any relevant jurisdiction in connection with 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 by the Customer.

vii. The indemnities as aforesaid shall continue notwithstanding the termination/closure of the Account.

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, whether in single name or joint name(s), 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, or whether joint and/or several, 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 of Use 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. In respect of a joint Account, ICICI Bank shall be entitled to set-off any sums standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint Account. iv. ICICI Bank shall not be under any obligation to exercise any of its rights under this clause. v. 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. vi. ICICI Bank shall be entitled to withhold payments out of the Account or dishonour the Customer's cheque/instructions in case any amounts outstanding from the Customer to ICICI Bank are not paid when due.

XXXVII. Force Majeure: ICICI Bank shall not be liable for any losses caused by its inability or delay in providing all or any Service or fulfilling any of ICICI Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on convertibility, transferability, requisitions, hacking, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoity, accident, hacking, technical fault including problems related to computers, accessories, software, printers, , internet, telephone system and such related hardware and software beyond the control of ICICI Bank, breach of trust by any authorized persons, flood, fire, earthquake, act of God, act of any government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on account of any other restriction or requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged to provide any service or facility or perform any of its obligations hereunder during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard

XXXIX. Aadhaar Authentication/Verification (If applicable): i. By agreeing to these Terms of Use, the Customer(s) has/have consented that they have been provided various options by the Bank for establishing the Customer's identity/address proof for Account opening and have voluntarily submitted their Aadhaar to the Bank. The Customer hereby consents that they have no objection in authenticating themselves with Aadhaar based Authentication system or verify the genuineness of the Aadhaar through Quick Response (QR) code or through such other manner as set out by UIDAI or any other law from time to time. ii. The Direct Benefit Transfer ("DBT") linked Account of the Customer shall be used for receiving Government payment across schemes under Section 7 of the Aadhaar Act, 2016 that they

are eligible for and/or any other payment using the Aadhaar based information. iii. By agreeing to these Terms of Use, the Customer(s) have agreed that they have been explained about the nature of information that may be shared upon authentication and they have been given to understand that their information submitted to the Bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. Also, the Customer(s) declare/s that all the information voluntarily furnished by them to the Bank are true, correct and complete. iv. Customer hereby gives consent to use/exchange or share their Aadhaar number, Aadhaar/identity information for registration of client information or for any other purpose with UIDAI, ED, NPCI, CKCY, KRA, CERSAI and with any other authority or regulatory body or as per requirements of law.