Terms of Use: Wi-Fi at branches

These terms of use ("Terms") govern the wireless internet service (the "Service") provided by ICICI Bank for use by customers of ICICI Bank or any user of the Services within the premises of the ICICI Bank branch, free of charge, at its select branches only. The Service is being provided by a third party service provider("Vendor")

- 1. Applicability of these Terms
 - a) As a condition of accessing this Service, you must agree to these Terms. If you do not agree to the Terms you may not access or use the Service. Your use of the Service indicates your acceptance of these Terms.
 - b) By accessing the any site through the use the Service, you agree to accept, without limitation or qualification, all of the Terms. We reserve the right to change, update, or correct any of the Terms at any time without notice by posting amended terms on our website available at: https://www.icicibank.com/terms on our website available at: https://www.icicibank.com/terms-condition/terms-and-conditions.page . Your continued use of the Service means that you accept and agree to the revised Terms. If you do not accept these Terms (as amended from time to time), you must disconnect from the Service immediately.
 - c) You are required to log-in individually as an independent user. To access the Service you are required to complete an OTP based registration through a SIM based device only. As a Service user, you agree that the OTP will be sent to the user irrespective of DND registration status of user's mobile number.
 - d) The Service shall be automatically disconnected after 15 minutes from the time of login. You may re-login again, if required.
 - e) Only certain whitelisted sites such as news channels, other banks website, ICICI Bank website, iMobile app, iBizz app shall be accessible by the use of the Services. ICICI Bank has the sole discretion on the sites accessible by the use of the Service. For more information on the sites that are accessible, you may get in touch with the branch staff.
 - f) You acknowledge that you have read and understood and that you agree to be bound by these Terms. By providing your personal details to ICICI Bank you are consenting to its use in accordance with ICICI Bank's data privacy policy. For ICICI Bank to provide you with the Service, ICICI Bank would be required to share your personal information, including your mobile number with the Vendor, which is required for the provision of the Service by the Vendor. By accessing the Service, you warrant and represent to ICICI Bank that your use of the Service is not in violation of any applicable laws..
- 2. Personal and non-commercial use only.

The Service is provided solely for you to make legitimate, personal use of the internet and for no other purposes. You warrant that you are at least 18 years of age and possess the legal competency to understand these Terms and to use the Service in compliance to these Terms. You agree to be financially responsible for all of your use (as well as for authorized use of your account by others). You agree to supervise all usage by minors of this Service site under your name or account. You also warrant that all information supplied by you in using this Service is true and accurate.

- 3. Use of the Service and user submission
 - 3.1 The Service is made available provided:
 - a) You are responsible for ensuring that the device, product, system and/or equipment used by you is compatible with the Service and is in compliance with all applicable laws. The availability and performance of the Service is subject to the limitations of device, product, system and/or equipment used by you, the range of operation of the Service and factors at the location such as power availability and good environmental conditions. The Service may not be accessible, be limited, or curtailed at certain times, or its access may be interrupted and ICICI Bank shall not be responsible for any delays, damage, loss, failures, errors or omissions or loss of transmitted information as a result of such interruptions or improper accessibility. Nor shall ICICI Bank be responsible for the transmission of viruses or other contaminating or destructive programs through its Service and the use of the Service is at your sole risk and cost.
 - b) ICICI Bank may suspend the operation of the Service for support or maintenance work or otherwise, in order to update the content or for any other reason. ICICI Bank may impose usage or Service limits, suspend access to the Service, or block certain kinds of usage in its sole discretion to protect you, other users or its business.
 - c) For security reasons, you may be required to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and the ICICI Bank Service servers. ICICI Bank shall not be responsible for any information that you may lose if your session is terminated due to prolonged periods of inactivity between your browser and the ICICI Bank Service servers. You must at all times comply with all directions issued by ICICI Bank or its service partners relating to use of the Service. You must not send or disclose your pin/OTP/password to any other person or store it in a manner that would reasonably allow another person or entity to obtain access to it. You must not keep your pin and/or password at a location where it is capable of being copied or used by any other person. ICICI Bank shall not be responsible if your password is copied and used for accessing ICICI Bank services.
 - d) You shall not use the Service for anything unlawful, immoral or improper; You shall not use the Service to upload, transmit, or deliver anything that is: (i) illegal; (ii) invades the privacy of another; (iii) libelous or defamatory; (iv) fraudulent; or (vi) Materials that you are prevented from sharing as a result of its confidential or proprietary nature;
 - e) You shall not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;
 - f) You shall not use the Service to harm or attempt to harm minors in any way;

- g) You shall not act nor knowingly permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired;
- h) You shall not use abusive or threatening behavior towards other users of the Service, members of our staff or any other person;
- i) You shall not use the Service to access or use content in a way that infringes the rights of others;
- j) You shall use the Services in accordance with Vendor's policies for acceptable use or any relevant internet standards (where applicable).
- k) You shall not use of the Service to introduce any virus, Trojan horse, worm, or other malware, including, but not limited to, spyware, time bombs, or other harmful or invasive computer code that may damage the operation of, or monitor the use of, any hardware, software or equipment of ICICI Bank.
- I) You shall not use the Service to upload, distribute, transmit, deliver, or otherwise publish or post any material that is pornographic, vulgar, obscene, indecent, or sexually explicit; or that contains hate speech, is racist, promotes or encourages violence or is otherwise offensive or inappropriate as determined in ICICI Bank's sole discretion.
- m) You shall not attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service.
- n) Engaging in any other conduct which, in ICICI Bank's sole discretion, is considered inappropriate, unauthorized, objectionable, or is for any purpose other than its intended purpose.
- o) You shall not violate any copyright, trade mark, other applicable Indian or international laws or intellectual property rights of ICICI Bank or any other third party.
- p) Restricts or inhibits any other user from using or enjoying the Service, including without limitation by means of "hacking" or otherwise with respect to the Service.
- q) You shall not send or attempt to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "spam", "chain mail" or "junk mail".
- r) You alone are responsible for your actions or the actions of any person using your user name and/or password.

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You have no proprietary or ownership rights to any username or password or to a specific IP address. We may change such addresses at any time or deactivate or suspend Service to any address without prior notice to you if we suspect any unlawful or fraudulent use of the services or otherwise, without any cause, solely at our discretion.

3.3 We reserve the right, but do not assume the responsibility, to monitor or review your conduct while use the Service by you.

4. Consequences of violation of these Terms.

4.1 In the event you violate any of these Terms, ICICI Bank may terminate your access to the Service without notice as follows:

a. We may terminate your use of the Service, for any reason, at any time, without notice to you.

b. We may terminate your use of the Service if you violate any provisions of these Terms.

c. We may, in our sole discretion and at any time, discontinue providing the Service, or any part thereof, without notice. You agree that we shall not be liable to you or any third party for any termination of your access to the Service.

d. We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to modify or discontinue the Service, with or without notice. ICICI Bank shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, in whole or in part, or of any service, content or feature offered through the Service.

5. Security and privacy disclaimer

You expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the use of the Service including but not limited to interception of transmissions, loss of data, or the introduction of viruses or other programs that can damage your device or network. ICICI Bank shall not be responsible for any loss resulting to you from use of the Service.

6. Disclaimer of warranties.

You agree that the service is provided on an "as is" and "as available" basis. ICICI Bank expressly disclaims all express or implied warranties with regard to the service, including, but not limited to, the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose to the fullest extent permissible by law. ICICI Bank makes no warranty that the service will be uninterrupted or error-free, or that defects in the service will be corrected. ICICI Bank makes no warranties regarding the accuracy, completeness, security, reliability, quality, timeliness, or availability of the service or any error or omissions in the landmark service.

7. Indemnity and Limitation of Liability

7.1 You agree to defend, ICICI Bank its officers, directors, employees, successors and assigns from any and all claims, allegations, or actions, and pay any losses, liabilities, damages, judgments, awards, costs, expenses or fees, including, but not limited to, legal fees arising out of or related to: (a) your use of the Service; (b) the violation of these Terms and Conditions by you; (c) the infringement by you (or other user of the Service using your account) of any intellectual property rights or other right of any person or entity; (d) your violation of any applicable law or regulation.

7.2 In the event of any third party claims resulting from the use of Service by you, you are obliged to co-operate immediately and fully and make readily available to us any information, when sought.

7.3 Under no circumstances shall ICICI Bank be liable to you or any third party for direct, indirect, incidental, consequential, special or exemplary damages under these Terms.

8. Force Majeure

Notwithstanding anything contained in these Terms, neither Party shall be held liable for any default or delay in performance of any obligation under these Terms on account of any reason beyond its reasonable control, including but not limited to fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, changes to the rules, or default of third party or any cause or event arising out of or attributable to war, other than shortage or lack of money.

9. Assignment

Neither party shall assign or transfer all or any of its rights, benefits or obligations under these Terms without obtaining other party's prior written approval.

10. Governing Law and Jurisdiction

These Terms shall be governed in accordance with the laws of India. The Parties unconditionally and irrevocably submit to the exclusive jurisdiction of the competent courts of Mumbai.

Upon accessing any site by the use of the Service you will be deemed to have read, understood, accepted and agreed to being bound by the foregoing Terms of use.