

Annexure A - Terms and Conditions for Odyssey Card (Updated on October 01, 2018)

(Bhubaneswar Smart City Limited – ICICI Bank Co-Branded Card)

These terms and conditions apply to and regulate the issuance and usage of the Odyssey Card offered by ICICI Bank. The card is launched under smart city initiative as Common Payment Card System (CPCS) Project and can be used for ticketing at Capital Region Urban Transport (CRUT) Services, as pass in CRUT services, Tax payments, at POS Terminals for shopping / restaurants and ecommerce transactions. 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:

"Account Balance" shall mean the overall balance including card balance.

"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 organization or other body whatsoever.

"Application" or the **"Prepaid Card Application"** shall refer to the application made by the an individual, to ICICI Bank for the issuance of the Card. Application may be made in the manner and form prescribed by ICICI Bank, through any of the channels provided by ICICI Bank and subject to the terms specified by ICICI Bank from time to time and the terms and conditions prescribed in such application form shall form an integral part of these Terms and Conditions.

"Card" or **"Prepaid Card"** refers to a RUPAY card issued by ICICI Bank to the Cardholder. **"Cardholder(s)"** or **"Card Member"** shall mean and include any individual who makes an Application for the issuance of the Card subject to such terms and conditions as may be specified by ICICI Bank and to whom the Card has been issued by ICICI Bank and who is authorized to hold and use the Card. Card Account shall mean the prepaid wallet balance for the card

"Card Balance" shall mean part of the overall balance allowed to be used in both offline and online environments. The card balance cannot be used for e-commerce transactions.

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

"ICICI Bank 24-Hour Customer Care Centre" shall mean the ICICI Bank - Phone Banking Service provided by ICICI Bank, which shall be available to all Cardholders. All Cardholders availing of the ICICI Bank 24-Hour Customer Care Centre shall be bound by the Terms and Conditions stipulated by ICICI Bank in this regard, a copy of which is given herewith.

"Merchant Establishment" shall mean such physical establishments, located in India, which honor a RUPAY / VISA / VISA Electron / MasterCard / American Express 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.

"Non Personalised Card" means instant card issued over the counter without customer and photograph.

"Officially Valid Document" (OVD) means the passport, the driving licence, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government, letter issued by the National Population Register containing details of name and address.

"Personalised Card" means card with photograph and name of customer on the card.

"POS Terminal(s)" 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 from the Card Account held with ICICI Bank.

"Service Delivery Outlet(s)" shall mean the outlets setup in the city of Ahmedabad for the purpose of card issuance, loading and payment of taxes / bill payments

"Shared Network(s)" shall mean the RUPAY / VISA / MasterCard / American Express network which honour the said Card.

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

"Transaction(s)" 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; making purchases through merchant points of sale; other transactions requested through customer care centres; and/or such other uses as ICICI Bank may permit in writing from time to time

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 the Terms and Conditions.

e) References to RUPAY / VISA / MasterCard / American Express regulations pertain to the guidelines issued by RUPAY / VISA / MasterCard / American Express to all the member banks of its network.

f) 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 the 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, or using or accepting the Card, in the form and manner prescribed by ICICI Bank from time to time. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms and Conditions by acknowledging the receipt of the Card in writing, and / or signing on the reverse of the Card, and / or by performing a Transaction with the Card. 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 (the "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 the individual on his request by submitting 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. The card issuance fees (as per annexure I) will be debited at the time of first loading. The Card can be loaded to a maximum value of Rs. 10,000/- (Rupees Ten 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 be reloaded thereafter by the Cardholder and/or any other person upto the specified limit. The Cardholder shall be bound to comply with the 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 individual.

ICICI Bank will issue the prepaid card by obtaining minimum details of the card holders. The minimum details will include the mandatory details mentioned in the application form along with mobile number verified with One Time Pin (OTP), self-declared name & self-declared unique identification number of any of the officially valid document. The identification number of the officially valid document provided will be recorded for the purpose of issuance of the prepaid card only. This identification number along with all other information provided for the issuance of this prepaid card will not be used for any purpose other than issuance of this prepaid card.

5. FEATURES OF CARD:

The Cardholder may use the Card to make payments at Merchant Establishments within India. The facility to withdrawal cash 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 Service Delivery Outlets 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 terms and conditions appearing at the end of this document, as amended from time to time and posted at www.icicibank.com. Non-Cardholders may also reload funds onto Cards 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).

6. LOST OR STOLEN CARDS:

If a Card is lost or stolen, the Cardholder must immediately report the loss/ theft over the telephone to any of ICICI Bank's 24-Hour Customer Care Centers. ICICI Bank 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, returned to ICICI Bank 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:

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 ICICI Bank's 24-Hour Customer Care Centers & 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 to the Cardholder upon a request being made by him/her, in this regard and at its sole discretion. The replacement Card shall be issued to the Cardholder on payment of the Card issuance fee at the card issuance point.

8. TERMINATION:

The Card is valid upto the expiry date exposed on the face of the Card, upto a maximum of five 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. The Card issued is valid only for the pilot run and will be replaced on complete rollout of the project. The Cardholder will be informed about the said replacement to be made via his/her registered email id (if provided) and by SMS at their registered mobile number.

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 IN CASE OF RUPAY / VISA / MASTERCARD / AMERICAN EXPRESS TRANSACTIONS:

In case of RUPAY / VISA / MasterCard / American Express Cards, the liability of the Cardholder for disputed, unauthorized RUPAY / VISA / MasterCard / American Express 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 RUPAY / VISA / MasterCard / American Express Transactions carried out under loss or stolen RUPAY / VISA / MasterCard / American Express Cards shall be limited to zero only if such disputed, unauthorized RUPAY / VISA / MasterCard / American Express Transactions have been done 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 would be credited with the said charge back amount.

11. STATEMENTS AND RECORDS:

The Cardholder may enquire about the balance on his Card from Service Delivery Outlets or by calling the ICICI Bank's 24-Hour Customer Care Center. 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 on any Statement that is made available to the Cardholder. If ICICI Bank does not receive any information to the contrary within 15 days, it shall assume that the Statement and 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 the 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/VISA / MasterCard/American Express/Rupay and/or such other agencies recognised by ICICI Bank and which have a POS Terminal. The Card is for electronic use only as in the case of the charge slip / sales slip printed electronically from the POS Terminal. 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 card can be used for payment of taxes at Civic Centers, Kankaria Lake Front and Sabarmati River Front as well. The Cardholder is responsible for all Transactions initiated by use of the Card, except as otherwise set forth herein. 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.

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 lost 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 a Cardholder.
5. Handing over of the Card by the Cardholder to anybody other than the designated employees of ICICI Bank at ICICI Bank's premises.
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 any 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 honor 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.

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

13. 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 Shared 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 Shared 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/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. DISCLOSURES:

(a) The Cardholder hereby irrevocably authorizes ICICI Bank to disclose, exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms and Conditions or as expressed in the Application made for the Card to its Affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold ICICI Bank/its Affiliates/the other group companies of ICICI Bank Group and their agents liable for use of the aforesaid information.

(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 or no longer wishes to authorise ICICI Bank 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 the service delivery outlet or by calling the customer care number.

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

(e) The card holder understands that the card is issued by furnishing minimum details. The card holder will be required to furnish complete KYC details within 1 year of card issuance or as per the prevailing statutory and regulatory guidelines. If the card holder fails to furnish the complete KYC details within one year of card issuance, then no further top up will be allowed on such cards and card holder will only be allowed to use the available balance on his card for any transactions until complete KYC is furnished and updated.

16. FEES AND CHARGES:

The individual can avail the Card by paying a fee of Rs. 50 (Rupees Fifty Only) for non-personalised card or Rs. 75 (Rupees Seventy-Five Only) for personalised cards towards the issuance/replacement of the Card. This fee is debited at the time of initial loading in case of new Card issuance. In case the Card is lost, he can get a replacement card issued by calling the ICICI Bank 24-Hour Customer Care Centre and paying aforementioned at the Service Delivery Outlet. The fee for the replacement card is shall be debited from his Card balance or at the time of loading of his Card. There is no annual fee and the Card is valid for a period of 5 years. However, the Card is to be replaced once the complete Common City Payment System (CCPS) project is rolled out. The Cardholder will be informed about the said replacement to be made via his/her registered email id (if provided) and by SMS at their registered mobile number. The said fees are non-refundable.

ICICI Bank reserves the right at any time, to charge the Cardholder, for the issue or reissue of a Card and/or any fees/charges for the Transactions carried out by the Cardholder on the Card. 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 Shared 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 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 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 the Terms & 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 the branches.

(a) By using this Card for the purpose of transit services, the customer Cardholder hereby agrees to pay the fare/ penalties as per the business rules decided by the respective public transport operators. The Bank will only facilitate the routing/ debit/ credit of transactions based on the travel fare details received from the respective public transport authorities/operators. The Bank will shall not be held liable for the amount of fare deducted/ penalty charged on ticketing transactions done using this Card.

17. DISPUTES:

ICICI Bank accepts no responsibility for the refusal by any Merchant Establishment to accept and/or honor 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 Shared Network will be resolved as per RUPAY/ VISA / MasterCard/ American Express regulations. ICICI Bank does not accept responsibility for any dealings the Cardholder may have with Shared Networks. Should the Cardholder have any complaints concerning any Shared Network ATM, the matter should be resolved by the Cardholder with the Shared 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/her 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 this Terms and Conditions shall be brought in the courts or tribunals at Ahmedabad 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. The 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 the 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 web site or in any other manner as decided by ICICI Bank. The Cardholder shall be responsible for regularly reviewing the 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 shall amount to Rs.50 including service tax (Rupees Fifty only) for non-personalised cards and Rs. 75 including service tax (Rupees Seventy Five only) for personalised card

2. **"Card Replacement Fee"** shall refer to the fee/s to be paid by the Cardholder for the replacement Card which shall amount to Rs.50 including service tax (Rupees Fifty only) for non-personalised cards and Rs. 75 including service tax (Rupees Seventy Five only) for personalised card

3. If home delivery option is selected in card application form then Rs 25/- (Rupees Twenty Five only) additional fees to be paid. Home delivery option is available only for personalised cards.

4. ATM Balance Enquiry Charges:

- ICICI Bank ATM – Free

- Non-ICICI Bank ATM – For each transaction

= Rs 8.5 + GST.

= If balance in the card is less than Rs 8.5 + GST then balance enquiry will not be allowed.