



Terms and Conditions for Eazypay Mobile Application

Last Updated Date: 18th August 2017

These terms and conditions ("Terms") apply to and regulate the provision of Facility provided by ICICI Bank. These terms are in addition to and not in derogation with the ICICI Bank's terms and conditions governing Account/s, Corporate Internet Banking, ICICI Bank 24-Hour Customer Care Centre and/or any other product / facility provided by ICICI Bank and/or its Affiliates in relation to the Facility ("Primary Terms") In case of any inconsistency between these Terms and Primary Terms, these Terms shall prevail.

Definitions

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

"Account(s)" refers to the resident Indian savings and /or current bank account(s) held and maintained with any bank in India, to be used for operations through the UPI , Eazypay and Pockets.

"Facility" shall mean payment collection facility and other services provided by ICICI Bank through its UPI, eazypay and Pockets application to the Merchant thereby enabling the Merchant to receive payment of bill amount payable by the Payer/s.

"ICICI Bank" means ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

"Payment Order" means an unconditional instruction issued by the Payer in writing or transmitted electronically to ICICI Bank through the Merchant authorized via any approved UPI, Eazypay and Pockets approved PSP mobile application to effect a fund transfer for a certain sum of money expressed in Indian rupees, to the designated ICICI Bank account(s) of the Merchant by debiting Account(s) of the Payer. "Settlement Account" shall mean a current and/or saving account opened by the Merchant with ICICI Bank for the purpose of collection and settlement of Bill amount collected by ICICI Bank through the Facility.

"Website" refers to the website owned, established and maintained by ICICI Bank located at the URL www.icicibank.com "All Relationships" refers to linked bank account(s), credit card(s), demat account(s) and/or loan(s) which are linked to User Id of Merchant.

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"Debit Card" or "ATM Card" or "Card" refers to the card issued to Account Holder/s against the Account/s. The Services on this Facility are available to primary Debit Card/s linked to the Accounts and not on add on cards

"Linked Accounts" refers to ICICI Bank savings / current accounts of User Merchant linked to his User Id.

"Linked Credit Cards" refers to ICICI Bank credit cards of User Merchant linked to his User Id.

"Merchant" means the ICICI Bank current account holder availing the UPI, Eazypay and Pockets

through his Account(s) for collecting payment for goods and services sold to Payer "Payer" means remitter who remits funds to merchants for goods and services purchased by him availing either UPI, Eazypay or Pockets.

"PSP (Payment Service Provider)" refers entities such as banks, and other institutions as approved by NPCI from time to time which will provide mobile applications to their Merchants and Payers, that will allow them to transact on UPI, Eazypay and Pockets as per the guidelines laid down by NPCI from time to time.

"UPI" refers to the Unified Payments Interface Service offered by NPCI in collaboration with its member banks.

"User Id" refers to retail internet banking user id of Merchant, to which the Account(s) is linked through his Account(s) via NPCI approved PSP mobile application using his mobile phone to remit funds to the Merchants for goods/services purchased by him. "User" means an individual authorized to use of application /Facility.

"Application" means mobile based application which will be used by ICICI account holder B. Words or expressions used in this form, but not specifically defined herein shall have the respective meanings assigned to them by NPCI.

Applicability of Terms

These Terms form the contract between the Merchant and ICICI Bank for availing the Facility. By availing the Facility, the Merchant acknowledges and accepts these Terms ICICI Bank, in its sole discretion, may require submission/execution of additional documents/agreements, in a form and manner acceptable to it and/or compliance with other requirements with regard to the Facility or any related matter. The Payer shall comply with any such request/instruction of ICICI Bank within the time stipulated and in a manner satisfactory to ICICI Bank.

The Merchant for availing the Facility shall open a Current/Special saving account as may be prescribed by ICICI Bank, for the purpose of collection of bill amount from the Payers. The Merchant hereby authorizes ICICI Bank for debiting its Settlement Account towards all charges/fees levied by ICICI Bank and/or charge backs, refunds raised by the Payer and/or Other Bank with respect to the Facility. The Merchant agrees to maintain sufficient balance in its Settlement Account for the purpose of debiting the said charges/fees, charge backs and/or refunds, from time to time.

The Merchant irrevocably and unconditionally authorizes ICICI Bank to access all his account/s for effecting banking or other transactions under the Facility and to share the account information and/or other information/details provided by the Merchant for effecting the transaction, with any third parties for the purpose of accepting/ executing such transactions. The Merchant shall be liable for providing ICICI Bank with any incorrect, inadequate data or information with respect to the Payer/s, "amount, and other details as may be mutually agreed between the Merchant and ICICI Bank in relation to the Facility. Any issues or complaints raised by the Payer/s in this regard shall be resolved by the Merchant and ICICI bank shall not be held responsible for the same. ICICI Bank shall not be held liable for any loss and/or damage arising out of or resulting from sharing of such incorrect, inadequate data or information by the Merchant.

The Merchant agrees that Payer's bill amount shall be rounded up to the next integer by ICICI Bank and payments in paise are not accepted through the Facility. The Merchant also agrees



that data file formats where bill amount/s is mentioned in paisa may not be accepted by ICICI Bank. However, ICICI Bank reserves the right to collect the bill amount as per instructions received from Merchant including collection of bill amount in paise if mutually agreed between the Merchant and ICICI Bank.

The Merchant shall ensure that it does not offer any Product, which are illegal or offensive or banned as per prevalent applicable laws, and regulations whether central, state, local or international, judicial pronouncement of all jurisdiction from where the Payers avail the Products or Specified Purpose Services. The Merchant agrees and understands that ICICI Bank reserves the right to suspend its services to the Merchant, until such time that the Merchant does not discontinue selling such banned/illegal Products or does not conform with all applicable laws and regulations in force from time to time. In addition, the Bank reserves the right to terminate this relationship forthwith, in the event of breach of the obligations in this term.

Each Merchant desirous of availing the Facility, shall download and activate the mobile application and complete one-time registration, in such form, manner and substance as ICICI Bank may prescribe to apply for Facility and ICICI Bank shall be entitled, at its sole discretion, to accept or reject such applications. By applying for and accessing the Facility, the Merchant accepts these Terms, which shall govern the provision of the Facility by ICICI Bank. The Terms shall be in addition to and not in derogation of the Guidelines issued from time to time. The Merchant hereby acknowledges that the Merchant has read and understood the Guidelines and agrees that the rights and obligations provided therein and in these Terms shall be binding on the Merchant with regard to every transaction request generated from the Facility. The Merchant understands and agrees that nothing in terms of availing the Facility shall be construed as creating any contractual or other rights against NPCI or any participant in the NPCI UPI System other than ICICI Bank. Notwithstanding anything contained herein, all terms and conditions stipulated by ICICI Bank in connection with the Accounts shall continue to apply.

Joint Accounts

In case of joint accounts, registration of and transactions through the Application, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. The User desirous of availing the Service through Application should either be the holder of ICICI Bank's Debit Card/ ATM Card linked to the Account held by the User as sole signatory or authorised to act independently in case of a joint account. The joint account holders shall have to register separately/individually on the Application for accessing the Application. In case of joint accounts operated by more than one user with same Debit Card, ICICI Bank shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of Application in the joint account shall be binding on all the joint account holders, jointly and severally.

The Merchant undertakes to make payment of the charges/fees along with all applicable taxes, prescribed by ICICI Bank with respect to Facility. The Merchant understands that the charges/fees levied by ICICI Bank shall be dependent on the services obtained by the Merchant under the Facility. ICICI Bank reserves the right to revise any charges/ fees, for providing the

Facility, if it deems appropriate by notifying the same on the Website. Continuation to avail the Facility shall be deemed acceptance of such revised charges/fees by the Merchant. The Merchant shall be liable to pay and bear the cost of telephone, communication charges and costs of internet access and any other costs incurred by it for availing of the Facility. ICICI Bank reserves the right to charge and recover from the User, service charge for providing Services through the Application. The User hereby authorizes ICICI Bank to recover the service charge by debiting one of the Accounts of the User or by sending a bill to the User who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by ICICI Bank in a manner as ICICI Bank may deem fit along with such interest, if any, and/or suspension of the facility made available through the Application without any liability to ICICI Bank Any changes in the fees / charges shall be prospective in nature and shall be communicated to the Merchant 30 days in advance. The Payment Gateway Service Provider shall have the right to directly interact with the Merchant with respect to the Net Banking Services. All Settlement Amount due to the Merchant may be suspended or delayed till such time as Payment Gateway Service Provider and/or the Acquiring Banks and/or Nodal Bank deems fit, if:

- (a) The Merchant or its Payer and/or any third party commits any fraud or violates any law or legal requirement;
- (b) Payment Gateway Service Provider and/or the Acquiring Banks have reasons to believe that a fraud has been committed against the Payer, Payment Gateway Service Provider, Acquiring Banks or any third party by the Merchant, its Payers or any other third party; or has reason to believe that the Merchant or the Payer has in connivance with any other person done any fraud or assisted in the same; or any transaction has been fraudulently initiated. If after the investigation/enquiry, Payment Gateway Service Provider is satisfied that Merchant have been involved in fraudulent, misleading, illegal, unlawful, unfair/unwarranted activities and/or business practices;
- (c) the Merchant has pending chargebacks or poses high chargeback and/or refund Risk; (d) Continuous non-delivery or delayed delivery of Products to Payer or For any other reasonable reasons.

The Merchant understands that all refunds must be routed through the same Acquiring Bank payment gateway through which the Transaction was made. In the event that the Payer initiates refunds through any other mode, the Merchant shall be fully liable for all Chargebacks raised in respect of the Transaction refunded. The Merchant shall ensure that Payment Gateway Service Provider at all times have sufficient funds of the Merchants to process refunds initiated. Payment Gateway Service Provider and ICICI Bank shall not be liable to process any refund initiated in the event of insufficient funds.

The data records appearing on eazypay platform/portal shall be accordingly updated upon receipt or reversal of the payment of the bill amount from the Payer the Merchant agrees that the settlement of the bill amount shall vary as per the mode/channel of payment selected by the Payer. The Merchant agrees to abide with the settlement period, decided by ICICI Bank in its sole discretion from time to time, for transactions effected through different channels of payment. The settlement cycles for various payment instruments/channels is provided in the following table. 'T' refers to payment date

Payment Channel Settlement period ('T' is the transaction date)

Payment Channel	Settlement period ('T' is the transaction date)
UPI	T
Net Banking (ICICI Bank)	T+1
Net Banking (Non ICICI Bank)	T+1
Debit Card (ICICI Bank)	T+1
Debit Card (Non ICICI Bank)	T+1
Credit Card	T+1
Aadhaarpay	T+1
Bharat QR Code	T+1

ICICI Bank shall in no way be held responsible or liable for delay, failure and/or untimely delivery of SMS password/OTP and/or Email /SMS Alerts due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of ICICI Bank and/or its service provider(s).

All queries and/or disputes raised by Payers with respect to failure or rejection to provide Product/s, levy of penalties, charge backs and quality of Product/s shall be handled by Merchant and ICICI Bank shall not be responsible for handling the same Rights and Obligations of the Merchant

The Merchant shall be entitled, subject to other terms and conditions of the service, to send Payment Orders for execution to ICICI Bank.

The Payment Order shall be received from the Merchant, in the form as prescribed by ICICI Bank, which is complete in all particulars. The Merchant shall be responsible for the accuracy of the particulars given in the Payment Order for Facility and shall be liable to compensate ICICI Bank for any loss arising on account of any error in the Payment Order.



The Merchant shall be bound by any Payment Order executed by ICICI Bank if ICICI Bank has executed the Payment Order in good faith and in compliance with the instructions given by the Merchant.

The Merchant authorizes ICICI Bank to act as a PSP and credit Account(s) as per instructions received by way of Payment Orders

The Merchant shall ensure availability of funds in his Account(s) towards the fulfillment of the Payment Order before/at the time of the execution of the Payment Order by ICICI Bank. The Merchant hereby authorizes ICICI Bank to debit the Account(s) of the Merchant for any liability incurred by ICICI Bank on behalf of the Payer/Merchant for execution of any instruction(s) issued by the Payer/Merchant. The Merchant agrees that in the event there are insufficient funds in the Account, ICICI Bank shall decline the transaction instruction.

The Merchant agrees that the Payment Order shall become irrevocable when it is executed by ICICI Bank.

The Merchant agrees that he shall not be entitled to make any claim against RBI and/or NPCI in respect to the Facility.

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The Merchant shall provide correct beneficiary details to ICICI Bank at the time of availing the Facility. The Merchant shall be solely responsible for entering wrong beneficiary details like incorrect Virtual Payment Address, incorrect Aadhar number or incorrect mobile number, due to which the fund are transferred to an incorrect beneficiary.

The Merchant shall not hold ICICI Bank responsible for any damage, claim, issue arising out or in connection with any purchase of goods/services made by the Payer through Payment Orders issued by Facility. The Merchant understands and agrees that it shall be solely responsible for all such losses, damages and issues and shall constitute a claim against itself. Merchant shall adhere to all relevant and applicable provisions of any law, rule, judicial ruling, regulation or any other statutory obligation incumbent upon merchant relating to the provision of Facility and shall adhere to all such obligations relating to the transmission of data/information through these services. Merchant shall maintain all requisite records, registers, accounts books etc., as applicable to it, which are obligatory under any law to the use of Facility and shall provide any information as may be required under any statutory obligation. The Merchant has obtained all necessary internal / external approvals, registrations and certifications required from relevant authorities and other entities for the purposes of availing the Facility and fulfilling its obligations as set out in these Terms. The Merchant shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same.

The Merchant hereby agrees that ICICI Bank will not be liable for any loss suffered by the Merchant, its Payers and/or any other party by reason of delay or non-performance of the Facility.

The Merchant shall be solely responsible for any acts of omission or commission, error/s or fraud/s on the part of its employees, agents or service providers. The Merchant agrees that it shall undertake reconciliation of the Account at the end of each day on the basis of end of the day reports shared by ICICI Bank and that ICICI Bank shall not be responsible for the reconciliation of the transactions. The Merchant hereby agrees that the report/s generated by



ICICI Bank with regard to transactions covered under this Facility and matters therein appearing shall be binding on the Merchant unless in the event of there being any patent mistake or error therein.

Merchant shall be completely liable and responsible to ICICI bank for its participation in this Facility and shall undertake all the risks and accept full responsibility arising out of this participation of Merchant in Facility.

Rights and obligations of ICICI Bank

ICICI Bank shall execute a Payment Order issued and duly authorized by the Merchant , unless: the funds available in the Account(s) of the Merchant are not adequate or funds are not properly applicable/available to comply with the Payment Order the Payment Order is incomplete or it is not issued in the agreed form,

ICICI Bank has reason to believe that the Payment Order is issued to carry out an unlawful transaction or the Payment Order cannot be executed under the NPCI UPI System.

No Payment Order issued by the Merchant shall be binding on ICICI Bank until ICICI Bank has accepted it.

ICICI Bank shall, for execution of every Payment Order, be entitled to debit the designated Account(s) of the Merchant, with the amount of the funds to be transferred together with charges payable thereon.

A duly authenticated record of the transaction after completion of the funds transfer or funds collection or response to a funds collect request will be recorded in the statement of account in the mobile application of ICICI Bank. The transaction will also be recorded in the statement of account of given to the Merchant by the Merchant's bank. The Merchant shall, within a period of ten days from the date of receipt of the monthly statement report to ICICI Bank any discrepancy in the execution of the Payment Order. The Merchant agrees that he shall not be entitled to dispute the correctness of the execution of the Payment Order or the amount debited to his Account(s) if he fails to report the discrepancy within the said period.

ICICI Bank for providing the Facility to the Merchant shall follow the process prescribed by NPCI in this regard including but not limited to process for settling of timed out transactions within the time limit prescribed by NPCI.

ICICI Bank may intimate Merchant from time to time of any problems encountered in UPI attributable to telecommunication network or of any complaints received from Merchants/NPCI/third parties.

ICICI Bank may use the services of third parties for maintenance of its infrastructure or for any other support required for the delivery of the service under these Terms subject to adequate security procedures as envisaged under these Terms.

ICICI Bank shall make such corrections, additions, deletions or any other adjustments as may be required to satisfy the representations and warranties specified in these Terms. Such corrections or adjustments shall be effected without charges unless the correction or adjustment is necessitated by the Merchant/s's negligence.

Instructions



The Merchant is responsible for the accuracy and authenticity of the instructions provided to ICICI Bank and the same, if in the form and manner prescribed by ICICI Bank, shall be considered to be sufficient to operate the Facility. ICICI Bank shall not be required to independently verify the instructions. ICICI Bank has no liability if it does not or is unable to stop or prevent the implementation of any Payment Order issued by the Merchant. Once a Payment Order is issued by the Merchant the same cannot be subsequently revoked by the Merchant.

ICICI Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the Merchant or for verifying the instructions. ICICI Bank shall refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction. ICICI Bank has the right to suspend the transactions with respect to the Facility if it has reason to believe that the Merchant's instructions will lead to or expose to direct or indirect loss to ICICI Bank or may require an indemnity from the Merchant before continuing to operate the Facility.

All instructions, requests, directives, orders, directions, entered by the Merchant, are based upon the Merchant's decisions and are the sole responsibility of the Merchant.

Sharing of Information

The Merchant irrevocably and unconditionally authorises ICICI Bank to access all the Merchant's Account(s) and records for the purpose of providing the Facility. The Merchant agrees that ICICI Bank and its affiliates (or their contractors) may hold and process its personal information and all other information concerning its Account(s) on computer or otherwise in connection with the Facility as well as for analysis, credit scoring and marketing.

Disclaimer of Liability

ICICI Bank does not hold out any warranty and makes no representation about the quality of the Facility. The Merchant agrees and acknowledges that ICICI Bank shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the Merchant and processed by ICICI Bank, information provided or disclosed by ICICI Bank regarding Merchant's Account(s) or any loss of any character or nature whatsoever and whether sustained by the Merchant or by any other person. While ICICI Bank shall endeavour to promptly execute and process the transactions as proposed to be made by the Merchant, ICICI Bank shall not be responsible for any non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law. ICICI Bank shall not be liable for any loss, claim or damage suffered by the Merchant and/or any other third party arising out of or resulting from failure of an UPI transaction on account of time out transaction i.e. where no response is received from NPCI or the beneficiary bank to the transaction request and/or where mobile number or account number of the beneficiary does not exist. Further, ICICI Bank shall also not be liable for any loss, damage and/or claim arising out of or resulting from wrong beneficiary details, mobile number and/or account details being provided by the Merchant. Neither ICICI Bank nor its affiliates, directors, officers

and/or agents shall be liable for any unauthorized persons accessing the records or Account(s) or information through the use of Facility and the Merchant hereby fully indemnifies and holds ICICI Bank, its affiliates, directors and officers harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. ICICI Bank shall under, no circumstance, be held liable to the Merchant if Facility access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of ICICI Bank. Illegal or improper use of the Facility shall render the Merchant liable for payment of financial charges (to be decided by ICICI Bank) or may result in suspension of the Facility to the Merchant. All the records of ICICI Bank generated by the transactions arising out of the use of the Facility, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction. For the protection of both the parties, and as a tool to correct misunderstandings, the Merchant understands, agrees and authorises ICICI Bank, at its discretion, and without further prior notice to the Merchant, to monitor and record any or all telephone conversations between the Merchant/users and ICICI Bank and any of its employees or agents. ICICI Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Facility. ICICI Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will ICICI Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance ICICI Bank is dependent for transmitting such information or data. The Merchant hereby agrees that ICICI Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, and delay in delivery or any pecuniary loss. The Merchant agrees and confirms that all transactions effected by or through the Channel for giving details and/or instructions to ICICI Bank or otherwise communicating with ICICI Bank in connection with the Facility or through other means of telecommunication as received by ICICI Bank, shall constitute legally binding and enforceable transactions and/or instructions on the Merchant. ICICI Bank shall be entitled to rely and act on any communication through the Channel, which originate or appear to originate from the Merchant and such actions shall be fully binding on the Merchant.

The Merchant shall not hold ICICI Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the website, Internet or the related services provided by internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Merchant. The Merchant further agrees that its shall not hold ICICI Bank liable for any fraud, misconduct, act, omission or negligence of the agents or correspondent banks appointed by ICICI Bank or the Merchant for the purpose of the services hereunder.

Lien & Set-Off

ICICI Bank and/ or its group companies are/is entitled without any notice to the Merchant to settle any indebtedness whatsoever owed by the Merchant to ICICI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Merchant with ICICI Bank and/or its group companies 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 and its group companies' rights hereunder shall not be affected by the Merchant 's bankruptcy, death or winding-up. It shall be the Merchant 's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

Indemnity

The Merchant agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its affiliates, directors and employees, representatives or agents by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its affiliates, directors and employees, representatives or agents is based on or arises in connection with the use of the Facility with reference to :

a violation of the Terms by the Merchant; any deletions, additions, insertions or alterations to, or any unauthorized use of, the Facility by the Merchant; any misrepresentation or breach of representation or warranty made by the Merchant contained herein; any breach of any covenant or obligation to be performed by the Merchant hereunder; The Merchant agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim. The Merchant hereby agrees that under no circumstances, ICICI Bank's aggregate liability for claims relating to the Facility, whether for breach or in tort including but not limited to negligence shall be limited to the transaction charges/fees or consideration paid by the Merchant within the previous twelve (12) months for the Facility, excluding any amount paid towards transactions.

Assignment

ICICI Bank shall be entitled to sell, assign, securitise or transfer ICICI Bank's right and obligations under these Terms and any security in favour of ICICI Bank (including all guarantee/s) to any person of ICICI Bank's choice in whole or in part and in such manner and on such terms and conditions as ICICI Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the Merchant and all other persons. The Merchant, its successors and assigns are bound by these Terms. However, the Merchant shall not be entitled to transfer or assign any of its rights and obligations under these Terms.

Termination

The Merchant may request for termination of the Facility any time by giving a prior written notice of at least 15 days to ICICI Bank. The Merchant will remain responsible for all the



transactions made through the Facility until the time of such termination. ICICI Bank may withdraw or terminate the Facility anytime either entirely or with reference to a specific Facility without assigning any reasons whatsoever. ICICI Bank may suspend or terminate the Facility without prior notice if the Merchant has breached any of these Terms.

General Conditions

The laws of India shall govern these Terms and/or the operations in the Account(s) maintained with ICICI Bank. Any legal action or proceedings arising out of these Terms shall be brought in the courts or tribunals at Mumbai in India. ICICI Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms in any other court, tribunal or other appropriate forum, and the Merchant hereby consents to that jurisdiction. The clause headings in this Terms are only for convenience and do not affect the meaning of the relative clause. ICICI Bank may sub-contract and employ agents to carry out any of its obligations hereunder. ICICI Bank may transfer or assign its rights and obligations under this contract to any other entity. The Merchant/Payer shall not assign or transfer all or any of its rights, benefits or obligations under these Terms without obtaining ICICI Bank's prior written approval. ICICI Bank has the absolute discretion to amend or supplement any of the Terms as stated herein at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible. By using the new services, the Merchant shall be deemed to have accepted the changed terms and conditions. Notices under these Terms may be given in writing by delivering them by hand or on ICICI Bank's website www.icicibank.com or by sending them by post to the last address given by the Merchant and in the case of ICICI Bank to its corporate office address. In addition, ICICI Bank may also publish notices of general nature, which are applicable to all Merchants in a newspaper or on its website at www.icicibank.com. Such notices will have the same effect as a notice served individually to each Merchant. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile. Any provision of these Terms, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms or affect such provision in any other jurisdiction. ICICI Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Account(s) to the extent of all outstanding dues, whatsoever, arising as a result of the Facility extended to and/or used by the Merchant.

TERMS AND CONDITIONS APPLICABLE FOR CREDIT CARD/DEBIT CARD/ NET BANKING. PLATFORM OF ICICI MERCHANT'S SERVICES PVT LTD.

The Most Important Terms and Conditions (MITCs) mentioned herein below are to be read and understood in conjunction with the Merchant Processing Application Form as executed by you in favour of ICICI Bank Limited ("ICICI") and ICICI Merchant Services Pvt Ltd ("ICICI Merchant Services") ("Application") and the Transaction Documents, which is comprised of the Application, the Privacy Statement and Consent, the General Terms and the Operating Guide ("Transaction Documents") for receiving payment processing facilities and services ("Services"). The General Terms including the Privacy Statement and Consent and the Operating Guide are given on the link



[http://www.firstdata.com/icicimerchantservices/new_Merchants/application_terms_conditions.html]. In the event of a conflict between any of these MITCs and the Transaction Documents, the Transaction Documents shall prevail.

Terms used in capital letters but not defined herein shall have the same meaning as given to them in the General Terms and/or other Transaction Documents.

Transaction Procedures: You must follow all procedures and requirements relating to Card transactions set out in the Transaction Documents, including complying with the Operating Guide and applicable Card Scheme Rules, as amended from time to time.

Transaction Records: You must provide ICICI Merchant Services with your records, and all information and assistance that ICICI Merchant Services may reasonably require, relating to any Card transactions when ICICI Merchant Services requests them.

Compliance of Data Security Standards: You shall comply with provisions contained in Payment Card Industry - Data Security Standards ("PCI -DSS"), PA DSS and PCI PED, as published on www.paymentcardindustry.com. As part of PCI DSS obligations among other things, you shall not store card authentication information (Track 2, CVV, PIN and PIN Block) and shall also eliminate/minimize storage of Valid Card information (Name, Expiry date) in electronic or paper form and if absolutely necessary store the same in encrypted form, after notifying to ICICI and ICICI Merchant Service. In addition, you shall carry out quarterly vulnerability scans as prescribed by PCI Security Standards Council ("PCI SSC") in Approved Scan Vendor scan procedures, and send scan reports to ICICI. As per regulations issued by Visa/ MasterCard/ Amex/ Discover/ JCB, the High Risk Merchants and Merchants carrying on transactions above the limits, decided by PCI SSC will have to get their controls validated through an external audit by a Qualified Security Assessor.

Fees: You must pay ICICI Merchant Services the fees along with applicable indirect taxes including service tax for the Services as set out below, as well as any additional fees or pricing set out in the Transaction Documents. Those fees are payable when the Services are provided. However, ICICI will, at the direction of ICICI Merchant Services deduct those amounts from the amounts payable to you under the Transaction Documents and you provide your express consent and authorisation to ICICI to honor such directions given by ICICI Merchant Services to ICICI. You agree that the fees for Services may be adjusted by ICICI Merchant Services upon 30 days' notice. Fees and other amounts paid by you to ICICI Merchant Services for services provided by ICICI Merchant Services, will be paid along with applicable indirect taxes including service tax and this arrangement will be independent of ICICI. Any communication received by you from ICICI Merchant Services related to pricing shall be binding on You. Applicable to Merchants :Mode Transaction Amount in Rupees Charge

Mode	Transaction Amount Slab	Charges (in Rs.)
UPI	= < Rs. 2,000	0.25%
	> Rs. 2,000	0.65%
Credit Cards		1.90%
Debit Cards	< 1000	0.25%
	1001-2000	0.50%
	> 2000	1.00%
Net Banking		1.65%
Pockets		Free
Aadhaarpay		Transaction Fee: Nil. Biometric Reader Device cost:Rs.2600
Cards & Bharat QR Code		One-time setup fees Rs.1250
Bharat QR Code	< 1000	0.25%
	1001-2000	0.50%
	> 2000	1.00%

Charge backs and Other Liabilities: You must compensate and indemnify us, that is, ICICI or ICICI Merchant Services jointly and/or severally for any actions, claims, costs, loss, damages expenses or liability made against or suffered or incurred by any one or more of us either directly or indirectly arising out of: (i) a Card transaction between you and any Cardholder; (ii) all Card transactions you submit that are charged back; (iii) your failure to produce a clear, legible and valid Card transaction record requested by us within the applicable time limits; (iv) you or any of your Employees processing a transaction with wrong transaction information; (v) any error, negligence, wilful misconduct or fraud by you or your Employees; (vi) any dispute over goods or services between you and a Cardholder; (vii) any warranty or representation whatsoever in relation to any goods or services supplied by you; (viii) your failure to comply with any of your obligations under the terms of the Transaction Documents; (ix) Any fines or penalties imposed by the Card Schemes in connection with your use of the Services; (x) any losses suffered by either of us as a result of that one of us indemnifying the

other for your failures to meet your obligations under the terms of the Transaction Documents. ICICI and its Affiliate shall have the paramount right of combination and set-off and lien irrespective of any other lien or charge present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any account that You hold with ICICI towards the satisfaction of Your liability under the terms of the Transaction Documents. ICICI are entitled without any notice to you to settle any indebtedness whatsoever owed by you to ICICI and/or its Affiliate, hereunder or under any other document relating to the Services, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by you with ICICI and/or its Affiliate.

Debits and set off: ICICI shall itself or at the instruction of ICICI Merchant Services as relevant may reserve the right to: (a) debit your Settlement Account and/or (b) deduct and set off from settlement funds due to you; and/or (c) invoice/raise a debit note to recover from you separately, for any amounts then due from you to us, arising out of or in relation to the terms of the Transaction Documents.

Interest: ICICI shall also charge interest at the rate which is 2% above the "Prime Lending Rate" as published by the Reserve Bank of India or such other charges as notified to you on amounts outstanding to us from you and where there were insufficient funds in your account to satisfy the above amounts.

Security :ICICI Merchant Services and /or ICICI may from time to time request security from you or a guarantor to secure performance of your obligations under the Transaction Documents. You agree to do all things necessary to put in place enforceable security as requested by ICICI Merchant Services and/or ICICI as laid down under the Transaction Documents.

Financial and Other Information: Upon request, you will provide us with such copies of financial accounts and other such documentation or information concerning your business as we request to assist us with our continuing evaluation of your financial and credit status. Further, You must advise Us immediately of any change in circumstances affecting your business including any Insolvency Event, Change in Control or change in business name, business address, legal status or other business details.

Your Information: (a) You authorise us to obtain from third parties financial and credit information relating to you, your directors, officers and principals in connection with our determination whether to accept the Transaction Documents and our continuing evaluation of the financial and credit worthiness of you, your directors, officer and principals. (b) We will handle any information we collect about you, your directors, officers and principals in accordance with Privacy Laws, our privacy collection statements and privacy policies. We will implement all data security measures required by such laws and policies. (c) You, your directors, officers and principals acknowledge that information that is collected about you, your directors, officers and principals or held by us may be shared between ICICI Merchant Services and ICICI (and our respective related bodies corporate which may be located inside or outside India) in connection with the terms of the Transaction Documents and in accordance with our privacy collection statements and privacy policies, and consent to such sharing of information. (d) You authorise us to share information from your Application between ICICI and ICICI Merchant Services and our respective related entities, service providers, persons under a duty of confidentiality to us, and also with the third party, affiliates

and Associations (which may be located overseas) as relevant to the transaction. (e) You authorise us to share any information about you, your directors, officers and principals with any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority which has jurisdiction over us or our related entities (which may be located inside or outside of India). (f) You irrevocably authorise us to discharge and/or release to the relevant Card Schemes all or any of the documents (including but not limited to the form and the content of the Transaction Documents), figures, codes, data and information of whatsoever nature which from time to time or at any time you disclose or release to us and/or we may have access to under or by virtue of your participation in the Card Schemes, any transaction contemplated in this Transaction Documents and/or in relation to or in connection with the Transaction Documents; and/or which an Card Schemes may lawfully require us to provide to it from time to time or at any time.

Return of Equipment: Upon termination/expiration of the arrangement pursuant to the Transaction Documents, You are obligated to return the terminal/Supplied Equipment to ICICI Merchant Services. For each item of Supplied Equipment that you fail to return to ICICI Merchant Services in accordance with the terms of the Transaction Documents, You agree that ICICI Merchant Services shall be entitled to debit Terminal Recovery Charges as mentioned in the Transaction Documents. You also agree that ICICI Merchant Services may retrieve the Supplied Equipment from You and You authorise ICICI Merchant Services to access your premises for that purpose.

TERMS AND CONDITIONS GOVERNING AADHAARPAY AS A MODE OF PAYMENT COLLECTION THROUGH EAZYPAY MOBILE APPLICATION.

These terms and conditions ("Terms") apply to and regulate the Aadharpay Merchant Payment Services of ICICI Bank for current account holders ("Facility"). ICICI Bank shall endeavor to provide the Facility on the current/saving account of the Merchant ("Account") in accordance with the guidelines, circulars and/or regulations issued by the Reserve Bank of India ("RBI") and/or National Payments Corporation of India ("NPCI") from time to time ("Guidelines") subject to the Terms herein specified. These terms are in addition to and not in derogation of the existing terms and conditions governing the Eazypay application ("Primary Terms"). In case of any inconsistency between these Terms and Primary Terms, these Terms shall prevail. By availing Aadharpay, the Merchant acknowledges and accepts these Terms.

1. General Terms

- i. ICICI Bank and Merchant shall enable the linking of Facility with Merchant's billing software platform and the manner of such linking shall be as approved by ICICI Bank in writing. It is agreed that each party shall be responsible for its own costs and be responsible for providing and maintaining all necessary equipment's and facilities at their respective ends so as to connect the Merchant's platform to ICICI Bank system for the purpose of providing the Facility.
- ii. For enabling payments through AadharPay, Merchant would be required to register online on Eazypay Platform of ICICI Bank ("Eazypay") and procure a Unique identification authority of India (UIDAI) authenticated biometric device ("Biometric Device"). Merchant agrees and acknowledges that it

shall be its responsibility to ensure that (i) the Biometric Device is as required and approved by UIDAI; (ii) is maintained in working condition.

- iii. The Merchant agrees and acknowledges that all charges/fees related to the hardware related charges including charges in relation to Biometric Device and related dispatch cost shall be borne by it. The warranty of the Biometric Device shall be applicable as per the policy of the manufacturer of the Biometric Device.
- iv. The Merchant agrees that ICICI Bank shall not be held responsible for any error in the transaction due to malfunctioning of the Biometric Device. ICICI Bank will not be responsible for any loss, damage claims that arise due to the act of omission or commission by the Merchant, its agents or his employees. ICICI Bank will not be responsible for any fraudulent activity reported on the Biometric Device mapped to the Merchant and the Merchant agrees that the onus of such activities and any liability arising out of such incidents will be borne by the Merchant.

2. Rights And Obligations of the Merchants

- i. The Merchant agrees that once the device is dispatched and delivered at the address specified by the Merchant, the responsibility of maintenance and upkeep of the Biometric Device will be of that of the Merchant. In case, the Facility becomes inaccessible due to any break-down in the Biometric device or other reasons directly attributable to the Merchant, the Merchant shall apprise ICICI Bank of such inaccessibility / break down and the Merchant shall use commercially reasonable efforts to rectify /fix the problem at its own cost. Any liability, including any liability to the customers, arising out of inaccessibility of the Facility due to any reason attributable to the Merchant shall be borne by the Merchant.
- ii. Merchant hereby agrees that ICICI Bank will only supply the Biometric Device on the Merchant's request, the responsibility of procuring a smartphone with data connectivity and downloading and activating Eazypay app and connectivity of the Biometric Device with the smartphone for the purposes of AadharPay will be the Merchant's responsibility. The Merchant agrees and acknowledges that Aadharpay is an electronic transaction and execution of the same depends upon network connectivity and uptime of various systems involved, ICICI bank shall not be responsible for any transaction failure arising out of any breakdown/interruption/delay/failure or any technical flaw in the website, Internet or the related services provided by internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Merchant.
- iii. Merchant shall be responsible for delivery of the products/services to the customer and ICICI bank shall not be held responsible for any claims, losses, damages that may arise with respect to the products/services of the Merchant.
- iv. Merchant shall not store the customer data like Aadhar card number, Mobile number, bank name etc. in any form whatsoever. ICICI Bank shall not be responsible for any claims/issues that arise in the event the Merchant stores the data of the Customer and misuses it.
- v. Merchant shall neither utilize nor permit use of Aadharpay or the Biometric Device in any manner, whether directly or indirectly, for any anti-government or anti-State or discriminatory or money laundering activity or terrorism or any activity in contravention of any law applicable in India. Merchant shall adhere to all relevant and applicable provisions of any law, rule, judicial ruling, regulation or any other statutory obligation incumbent upon Merchant relating to the

provision of Facility and shall adhere to all such obligations relating to the transmission of data/information through these services. Merchant shall maintain all requisite records, registers, accounts books etc., as applicable to it, which are obligatory under any law to the use of Facility and shall provide any information as may be required under any statutory obligation.

- vi. Merchant further undertakes that it has read and understood and agrees to the terms and conditions prescribed by ICICI Bank governing the Eazypay application provided by ICICI Bank as available on its website www.icicibank.com and as amended from time to time.
- vii. Merchant agrees that ICICI Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information.

3. Miscellaneous

- i. For secure transmission of data in the course of providing the Facility, the Merchant shall comply with such instructions as may be issued by ICICI Bank from time to time. Subject to the foregoing, the parties shall mutually work for developing and implementing the mechanism for secure data transmission.
- ii. In the event that there is an error in the Merchant's connection with ICICI Bank and is unable to process the Transactions for any other reason whatsoever, then the Merchant shall promptly notify ICICI Bank of the same.
- iii. The Merchant hereby agrees to follow all instructions of ICICI Bank and shall ensure continuous support in resolution of customer disputes which shall be resolved in accordance with NPCI dispute settlement mechanism as published by NPCI from time to time. In the event of any default or error on part of the Merchant, ICICI Bank shall decline the transaction request.
- iv. ICICI Bank and/or RBI shall be entitled to conduct audits on the Merchant whether by its internal or external auditors or by agents appointed to act on its behalf and Merchant shall comply with such audit requirement as may be framed for the purpose of such audit.