

Terms and Conditions for Pockets Digital Bank

These terms and conditions (“Terms”) apply to and regulate the provisions of the specified products and services provided by ICICI Bank through the Pockets Mobile Application. These Terms are in addition to and not in derogation with following terms and conditions and such other terms and conditions as may be specified by ICICI Bank from time to time –

- ICICI Bank Prepaid Instrument terms & conditions
- ICICI Bank Saving Account terms & conditions
- ICICI Bank Net Banking terms & conditions
- ICICI Bank Mobile Banking terms & conditions

In case of any inconsistency between these Terms and Primary/other specified terms and conditions, these Terms shall prevail.

1. Definitions:

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

“Application”

Application refers to Pockets mobile application of ICICI Bank which can be downloaded from iOS App Store and Google Play store for Android mobile operating systems to avail products and services offered by ICICI Bank through this mobile application.

"Account/s"

It refers to the followings Savings bank account/s so maintained with ICICI Bank which are eligible Account(s) for purposes of availing products and services through this Application.

“Wallet”

It refers to ICICI Bank virtual semi closed prepaid instrument having a monthly transaction limit of Rs, 10000/-. The specific terms and conditions for the Wallet prepaid instrument which is integral part of this terms and conditions are detailed in Annexure I of these Terms.

“Account Holder”

It shall mean a user holding a retail savings account with ICICI Bank. Non-resident Indians, corporate account holders and foreign account holders are not eligible to register for this service.

“User Id”

It shall mean ICICI Bank Retail Internet Banking infinity user id through which a User can access products and services offered through ICICI Bank Retail Internet Banking portal hosted on: <https://infinity.icicibank.com>.

“Registered Payee” –

Registered Payee refers to payee (either having ICICI Bank a/C or any other bank a/C) registered for fund transfer by the User through Retail Internet Banking portal or the Application.

“Registered Biller” –

Registered Biller refers to billers registered by the User for bill payment through Retail Internet Banking Portal

“Registered User” –

Registered User refers to User who has registered for the Application.

“Retail Internet Banking” –

Retail Internet Banking means Internet Banking services of ICICI Bank that are offered to ICICI Bank's customers.

"Affiliate/S" of ICICI Bank

It shall mean and include any company which is the holding company or subsidiary of ICICI Bank, or any person under the control of or under common control with ICICI Bank or 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 definition of "Affiliate/S", "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of SUCH person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"User"

It refers to an Account Holder of ICICI Bank, authorised and eligible to avail products and services through this Application. In case of the user being a minor, the guardian of SUCH minor shall be permitted to avail products and services through the Application.

It also refers to any other person of 10 years or more (not necessarily having any relationship with ICICI Bank) who has downloaded the Application and registered with ICICI Bank for availing services offered through Application.

"ICICI Bank"

It refers to 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 390007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051.

"ICICI Bank 24-Hour customer care "

It refers to ICICI Bank-Phone Banking Service provided by ICICI Bank to the Users.

"Personal information "

It refers to the personal information provided by the User to ICICI Bank.

“Services”

It refers to the products and services as made available by ICICI Bank to the Users through the Application from time to time and as more specifically mentioned in clause 4 of the Terms.

"Website"

It refers to the website owned, established and maintained by ICICI Bank located at the URL www.icicibank.com.

In these Terms, unless the contrary intention appears:

a. Any reference to:

an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

an "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

"Law" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

b. the singular includes the plural (and vice versa);

c. the headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;

d. reference to the words "include" or "including" shall be construed without limitation;

e. reference to a gender shall include references to the female, male and neuter genders;

2. Applicability of Terms:

These Terms form the contract between the User and ICICI Bank for availing Services through this Application. For availing the Services, the User shall be first required to register to the Application as per the instructions provided on the Website. ICICI Bank shall be entitled at its sole discretion to accept or reject such registration requests by the User/s and its decision in this regard shall be final and binding. By registering for the Application for availing the Services, the User acknowledges and accepts these Terms. While availing the Services through the Application, certain additional service terms and conditions or notes ("Service Terms") applicable, if any, with respect to the specified services, shall be communicated to the User through notes, additional notes or additional terms & conditions while availing the Services and the User's conduct of continuing to avail the Service shall amount to his/her acceptance of such Service Terms and shall be binding on the User.

3. APPLICATION:

For the purpose of availing the Services through the Application, the User shall register herself/himself through the Application itself.

pertain to the date and time when it was last updated and not as the date and time when it is supplied to the User. ICICI Bank shall not be liable for any loss that the User may suffer by relying on or acting on SUCH information. ICICI Bank may keep its records of the transactions in any form it wishes. In the event of any dispute, ICICI Bank's records shall be binding as the conclusive evidence of the transactions carried out through the Application in the absence of clear proof that ICICI Bank's records are erroneous or incomplete.

Any request for any Service, which is offered as a part of the Application shall be binding on the User as and when ICICI Bank receives SUCH a request. If any request for a Service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the User, ICICI Bank shall not be required to act on the request until it receives such documentation from the User. The User shall ensure that the Application is not used for any purpose which is illegal, improper or which is not authorised under these Terms/other specified terms.

4. Registration

To avail services through the Application, User has to first register, the process for which shall be followed by User on the Application itself. The following Users are eligible to register-

- User having Retail Internet Banking User Id of ICICI Bank
- Any person of age 10 years or more who does not have any relationship with ICICI Bank.

If a User is an Account Holder and has a valid User Id, he can register by authenticating himself through the User Id/Password and a one Time Password (OTP) sent over the Registered Mobile Number. On successful authentication, a Wallet will be issued to the User with the profile provided /confirmed by him/her at the time of registration and the Wallet will be linked to the User Id of the User.

Where a User is not an Account Holder and also does not hold a User Id, the User can still register by providing his profile details like Name, address, e-mail id, mobile number etc. And verifying Himself/ herself with OTP sent to the mobile number provided by him/her during the registration process. Once verification is successful, a MPIN of his/her choice will be created instantly for subsequent access to the Application and the Services offered through the Application.

Though Wallet will be linked to the User Id, it will not be available for transactions on the Retail Internet Banking portal.

5. Log in to Application:

A User can log in to the Application with the User Id/Password created at the time of registration. The User shall be provided an access to the following on a successful log-in-

- Wallet issued at the time of registration.
- Linked SB Accounts if the User is an Account Holder.
- Host of Services offered through the Application.

6. Services:

Followings are the products and services which shall be offered through Application. ICICI Bank reserves the right to remove any of the products or services being offered or introduce any new product or services without intimation to the Registered User.

View only Requests –

- Linked Saving Account and Wallet Balance Inquiry – This service will provide the last available balance of the linked Account/s and/or Wallet. The facility of Savings Account balance enquiry shall be available only to the Users holding an ICICI Bank Savings Account.
- Savings Account and Wallet Transaction Inquiry – Mini (last 10 transactions) and Detailed statements (based on date range)The facility of Savings Account transaction enquiry shall be available only to the Users holding an ICICI Bank Savings Account.
- Wallet Number, Valid From date, Expiry Date and CVV number

Service Requests -

- Registered Mobile Number update (only for User having no Account linked to the User Id)
- Communication Address update for linked Wallet and Account/s. The facility of Savings Account communication address update shall be available only to the Users holding an ICICI Bank Savings Account.
- Blocking and Unblocking of the linked Wallet
- Application for opening Fixed Deposits and Recurring Deposits. This facility shall be available only to the Users holding an ICICI Bank Savings Account.
- Apply for Pockets Savings Account.
- Request for e-Statement of linked Account/s. The facility to request for e-Statement of linked Account/s shall be available only to the Users holding an ICICI Bank Savings Account.
- Request for issuance of Demand Draft. The facility for issuance of demand draft shall be available only to the Users holding an ICICI Bank Savings Account.
- Change of registered email id and verification of registered email id of User
- Service to get User Id on registered mobile number in case User has forgot the User Id of the Application
- Service to reset the log in password in case User has forgot the log in password of the Application
- Apply for physical Wallet
- In App transactions and Online transactions will be enabled for Pockets customers by default on activation

Financial Services –

Any of the following financial transactions can be done through the linked Account/s or Wallet -

- Adding a Registered Payee for fund transfer.
 - Transferring money to the Registered Payee through internal fund transfer or through NEFT depending on whether or not the Registered Payee has ICICI Bank account.
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- Bill payment to a Registered Biller.
- Bill payment for few utility services like post paid mobile bills, Landline Bills, Gas Bills etc, DTH recharge etc.
- Wallet top up through linked Account/s or any non-ICICI Bank Savings account..
- Transfer of fund amongst linked Account/s and/or Wallet.
- Transfer of money to mobile, email id or social accounts like Twitter, Facebook or Google+.
- Prepaid Mobile Recharge or Data Card Recharge.
- Gifting – a Service which enables Registered User to purchase gift coupons for self or for third party. Coupons can exist in physical or digital form.
- Movie Ticket Booking.
- Placing food orders.
- Request for Money from any other Registered User. In this case, Registered User to whom request is made, will receive In-app notification which he can accept or reject. On acceptance, money will be transferred to the requestor's Wallet.

Frills –

The frills listed below shall be made available through Application to add fun and convenience while doing transactions or viewing the transactions later on. However frills added by User may be restricted to the device where the User adds such frills and may not be available if the Application is accessed from any other device.

- User can link his social networking accounts of Facebook, Twitter and/or Google+ with User Id. User can send money to his/her friends listed in his/her social networking site.
- User can add/edit multiple hash tags for a particular financial transaction and view the transaction summary based on these hash tags.
- User can link an image to a financial transaction to relate the transaction with the image.
- User can upload an image for the linked Account/s and/or Wallet to add visual recognition, personal attributes etc to the linked Account/s and/or Wallet.
- User can add friends to the “Favourite Friends” section in the Application, with whom frequency of transactions is higher. The User can add further financial attributes to Favourite Friends section like his/her bill details, email id etc. which will enable the User to do quick transaction for/with the friends added to the Favourite Friends section. This shall help the User to organise financial transactions around the persons with whom the transactions are done.
- User can add favourite movie theatre.
- User shall get In-app notifications of transactions which pertain to the Users. The User can take actions on such notifications. He also has facility to block notifications from a particular Registered User.

Details of these product and services are incorporated as notes or terms in relevant sections of the Application which a User can access or read before initiating or availing those services.

The availability/non-availability of a particular Service shall be communicated to the User through e-mail or web page of ICICI Bank or in writing as may be deemed fit by ICICI Bank. Services through this Application may be provided by ICICI Bank directly or through its associates or contracted service providers on behalf of ICICI Bank.

Further the Application provides the User with the facility to get personalised physical Wallet card, personalise transactions for better visual appeal and enhanced control over transactions. Personalisation includes hash tagging of transactions and attaching & uploading of an image by a User. The User shall ensure that the use of such facilities shall not defame or malign the image of ICICI Bank, by using inappropriate words and images while availing the facilities. The images used, if any, should adhere to the image submission policy and guidelines which are attached as an annexure "A" to these Terms & Conditions.

7. Limitation on Transactions:

Followings shall be transaction and/or daily limit for the financial transactions offered through this Application –

- Fund transfer to Registered Payee, upto Rs. 2,00,000/- per day if such transfer is made through a linked Account of the User.
- Fund transfer to mobile number, email id or social networking account (Twitter, Facebook, oogle+) upto Rs. 10,000/- per day
- Bill payment to Registered Biller upto Rs. 2,00,000/- per day
- Bill payment to unRegistered Biller upto Rs. 50,000/- per day
- Prepaid mobile recharge or data card recharge upto Rs. 1,000/- per day
- Movie Ticket booking upto Rs. 5,000/- per day
- Gifting upto Rs. 10,000/- per day
- Food orders upto Rs. 5,000/- per day

Transactions - Fund transfer, mobile recharge, bill payment will be subset of daily transaction limit under ICICI Bank Retail Internet Banking. If the daily transaction limit in Retail Internet Banking is exhausted, then User will not be allowed to carry out transactions through the Application for the day.

ICICI Bank in its sole discretion may introduce new limit/s, modify the said limit/s or detach/attach limit from Retail Internet Banking.

8. Interoperability of User Id/Password and inter availability of Registered Payee or Biller

User Id and Password of Retail Internet Banking shall be valid for access to Application and vice versa. If User Id and/or Password is blocked or expired for Retail Internet Banking, then User will not be able to log in to the Application, and vice versa. Similarly new password created through Retail Internet Banking will apply for accessing the Application and vice versa.

Any payee or biller registered through Retail Internet Banking portal will be available for payment through the Application. Similarly any payee registered through the Application will be available for payment through Retail Internet Banking portal.

9. Unauthorised Access:

The User shall take all necessary precautions to prevent unauthorized and illegal use of the Application and Services offered through the Application. The User agrees not to use/access the Application and/or Services offered through the same in any manner other than as authorized by ICICI Bank. Where the User uses the Application for any purpose which is illegal, improper or which is not authorised under these Terms/ Service Terms, ICICI Bank shall have a right to disable the use of the Application. ICICI Bank shall take all commercially reasonable care to ensure the security of and to prevent unauthorised access to the Application and the Services offered through this Application using commercially reasonable technology available in India.

10. Joint Accounts:

In case of joint accounts, the right to register and transact through the Application, shall be available if the mode of operation for the joint account 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 Saving Account linked to the Retail Internet Banking User ID 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. All correspondence will be addressed to the person in whose name the registration is made on the Application. All transactions arising from the use of the Application in the joint account shall be binding on all the joint account holders, jointly and severally.

11. Charges:

Charges are upfront informed to User before committing the transaction. ICICI Bank reserves the right to charge or modify existing charge by giving due notice which shall not be less than 24 hours and recover from the User such charge for providing Services through the Application. The User hereby authorises ICICI Bank to recover the said charges by debiting one of the Accounts or Wallet of the User or by sending a bill to the User who shall be liable to make the payment within the specified period. Failure to do so shall result in recovery of the applicable charges by ICICI Bank in a manner as ICICI Bank may deem fit along with interest, if any, and/or suspension of the Services made available through the Application without any liability to ICICI Bank.

12. Maintenance of Sufficient Balance:

The User shall ensure that there are sufficient funds (or prearranged credit facilities)/minimum required balance in the Account/s or Wallet of the User for transactions through the Application and ICICI Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that ICICI Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the User and the User shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges.

ICICI Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation ICICI Bank may levy service charges for use of the Application which will be notified by ICICI Bank to the User from time to time. Any change in such

service charges will also be notified to the User. The User authorises ICICI Bank to recover all charges related to the Application as determined by ICICI Bank from time to time by debiting any of the Account/s or Wallet of the User.

ICICI Bank may withdraw the provision of these Services, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the User and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

13. The User expressly agrees and acknowledges that in the event the User chooses to apply for Service/s provided by ICICI Bank through Application, he/she may do so, by submitting the required documents online in the manner specified by ICICI Bank unless specifically required by ICICI Bank to be submitted in physical form only / also. In the event such facility is sanctioned by ICICI Bank to the User, the User expressly agrees and acknowledges to have read and understood the terms and conditions that govern the Services being offered through the Application and be bound by such terms and conditions at all times and which may be amended by ICICI Bank from time to time. Further, the User agrees and undertakes to sign such other documents as may be required by ICICI Bank from time to time.

14. Authority to ICICI Bank:

The User irrevocably and unconditionally authorises ICICI Bank to access all his Account/s or Wallet for effecting banking or other transactions performed by the User through the Application. The instructions of the User shall be effected only when such instructions are in accordance with the prescribed procedure and applicable laws.

By linking his/her social networking accounts of Facebook, Twitter or Google+ to this Application the User understands and acknowledges that ICICI Bank shall have access to and retain the information of the User's social networking accounts including but not limited to basic information such as e-mail ID, profile information, photographs and list of friends, followers and followings.

The User understands and acknowledges that social networking sites are not seeking any Account related information/details of the User and shall not be liable in any manner for such information/details.

ICICI Bank shall have no obligation to verify the authenticity of any transaction/ instruction received or purported to have been received from the User through the Application or purporting to have been sent by the User other than by means of authenticating through User Id/Password.

The read-out, the faxed /email output or the printed output, if any, that is received by the User at the time of availing the Service/s shall be deemed to be a proof of the availment of the Services on the Application through operation of a computer or any other medium enabled by ICICI Bank for this purpose, by the User and shall be accepted as conclusive and binding for all purpose. All records of the transactions, generated by ICICI Bank and arising out of the availment and use of the Service/s through the Application, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While ICICI Bank shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems, technical issues or any requirement of law.

15. Instructions:

All instructions for accessing the Application and/ or availment of Service/s shall be given, through computer or any other medium/Application enabled by ICICI Bank for the purpose, by the User in the manner indicated by ICICI Bank. The User is also responsible for the accuracy and authenticity of the instructions provided to ICICI Bank and the same shall be considered to be sufficient for ICICI Bank to effect. ICICI Bank shall not be required to independently verify the instructions, and the instruction shall remain effective unless such instructions are cancelled by subsequent instructions that maybe given by the User. ICICI Bank shall have no liability if it does not or is unable to stop or prevent the implementation of such instruction, which is subsequently cancelled. Where ICICI Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the User before acting on any such instruction of the User or ICICI Bank may act upon any such instruction as it deems fit. ICICI Bank states that it has no liability or obligation to keep a record of the instructions given by a User. ICICI Bank may refuse to comply with the instructions without assigning any reasons and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Application if it has reason to believe that the User's instructions will lead to or expose ICICI Bank to direct or indirect loss. However, ICICI Bank may require an indemnity from the User if the User is allowed to operate the Application / Service(s).

Any instruction, order, direction and/or request made through the Application which is accessed post successful authentication of User Id /Password of User shall be deemed to be an instruction, order, direction and/or request received from the User. All instructions, requests, orders, directions entered by the User electronically or otherwise are the sole responsibility of the User. The User understands that entering an instruction, direction, order and/or request with ICICI Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order and/or request. ICICI Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the User until it confirms the receipt of such instruction, direction, order and/or request.

16. Accuracy of Information:

The User is responsible for correctness of the information supplied to ICICI Bank for access / use of the Application and/or availment of Services through any other means such as electronic mail or written communication. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to ICICI Bank either in the application form or any other communication, he shall immediately inform ICICI Bank of such error. ICICI Bank will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

A User must ensure that correct information is provided at the time of registration or on-boarding regarding name, address, DOB, mobile, email id etc. Where ICICI Bank finds the information so provided prime facie to be incorrect or fictitious, then it shall have the right to terminate the usage of the Application and effect closure of the wallet with forfeiture of the amount if any, lying in the wallet.

17. Liability of the User and ICICI Bank:

Neither ICICI Bank nor its Affiliates shall be liable for any unauthorised transactions occurring through the access / use of the Application and/or availment of Services and the User hereby fully indemnifies and holds ICICI Bank and the Affiliates 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 User if the access to the Application and/or Services is not made 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. Under no circumstances shall ICICI Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any

claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. Illegal or improper use of the Application and/or Services shall render the User liable for payment of financial charges as decided by ICICI Bank and/or will result in suspension of the operations through the Application.

18. Disclaimer of Warranties:

The User expressly agrees that the access / use of the Application and/or availment of Services is at the User's sole risk. The Application is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, ICICI Bank expressly disclaims all warranties of any kind, whether express or implied or statutory and including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy, completeness and any warranties relating to the non-intrusion by hackers into the Application / Services.

ICICI Bank does not warrant that access to the Website and Application and/or Services shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the use of the Website/ Application, accuracy or reliability of the Application and/or Services. ICICI Bank does not warrant and shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems, technical issues or due to any requirement of law.

ICICI Bank will not be liable for any malware/ virus that may enter the User's system as a result of the User using/accessing the Application and/or during availment of the Services. ICICI Bank does not guarantee to the User or any other third party that the Application would be virus/ malware free.

19. Indemnity:

In consideration of ICICI Bank providing the User with access to the Application and/or Services, the User shall, at his own expense, indemnify and hold ICICI Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, harmless against all losses and expenses, on full indemnity basis, which ICICI Bank may incur, sustain, suffer or is likely to suffer in connection with ICICI Bank's or Affiliates' execution of the User's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence of or by reason of providing Service through the Application , for any act or omission by ICICI Bank and /or its Affiliates, its officers, employees or agents, on the instructions of the User. The User will pay ICICI Bank and /or the Affiliates such amount as may be determined by ICICI Bank and/or the Affiliates to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.

Further, the User 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 directors and employees, representatives, agents and Affiliates by a third party to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with:

- i. a violation of the Terms contained herein by the User;
- ii. any deletions, additions, insertions or alterations to, or any unauthorized use of / access to Application /Service(s), by the User;

- iii. any misrepresentation or breach of representation or warranty made by the User contained herein; or
- iv. any breach of any covenant or obligation to be performed by the User hereunder.

The User 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 User hereby agrees that under no circumstances, ICICI Bank's total aggregate liability for claims relating to ICICI Bank's obligations contemplated under these Terms, whether for breach or in tort (including but not limited to negligence) shall exceed the transaction charges/fees or consideration paid by the User within the previous twelve (12) months for use of / access to Application / availing Service(s), excluding any amount paid towards transactions.

20. Disclosure of Information:

The User agrees that ICICI Bank and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the use of / access to Application / availing Service(s) as well as for analysis, credit scoring and marketing. The User also agrees that ICICI Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention purposes.

As per the Information Technology Act, 2000 ("Act") a subscriber may authenticate an electronic record by affixing his digital signature. The Act also provides legal recognition to digital signatures for authentication of electronic records.

However, ICICI Bank has adopted the mode of authentication of the User by means of verification of the Debit Card/ ATM Card number and/or through verification of the password, debit card / ATM card PIN allotted by ICICI Bank to the User or through any other mode of verification as may be stipulated at the discretion of ICICI Bank, which are not recognized under the Information Technology Act, 2000 for authentication of electronic records. Therefore, the User is solely responsible for maintaining the secrecy and confidentiality of the Password / PIN / Card details without any liability of ICICI Bank in this regard.

21. Change of Terms:

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms, Service Terms, Primary Terms or Guidelines at any time and shall give a notice of amendment or supplement or other change whatsoever by hosting the same on the Website or in any other manner as decided by ICICI Bank. The User shall be responsible for regularly reviewing these Terms, Service Terms, Primary Terms, Guidelines and other terms including amendments thereto as may be posted on the Website. Such amended Terms, Service Terms, Primary Terms and Conditions will thereupon apply to and be binding on the User immediately on such amendment or supplement being made to any Terms, Service Terms, Primary Terms or Guidelines.

If in the opinion of the User, the changes are to his/her disadvantage, the User may opt to close the Account and/or discontinue with the Service/s, at any time up to one months from the date of the notice by intimating ICICI Bank of the same. However, the User shall be liable to pay any extra

charges or interest that maybe applicable owing to such amendment or supplement being made to any Terms, Service Terms, Primary Terms or Guidelines for the period starting from the implementation of the said amendment till the date of the communication by the User of his intention to discontinue with the Service/s.

By using any new Services as may be introduced by ICICI Bank, the User shall be deemed to have accepted the modified Terms as stipulated by ICICI Bank.

22. Non-Transferability:

The grant of access to the Application to a User is not transferable under any circumstance.

23. Termination:

The User may block his/her access to the Application and/or discontinue availing the Services, by sending BLOCK POCKETS message to designated ICICI Bank number provided at the Pockets section on the Website. The User shall remain responsible for any transactions made through the Application until the time of such termination.

ICICI Bank may withdraw or terminate the access to the Application and/or discontinue provision of the Service/s anytime either entirely or with reference to a specific Service or User; or in case of breach of the Terms by the User without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the User. Clause 11 shall survive on the termination of this arrangement or of the Application for any reason whatsoever.

24. Notices:

Notices under these Terms may be given by ICICI Bank and the User in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of ICICI Bank to its corporate office address as set out hereinabove. In addition, ICICI Bank may also publish notices of general nature, which are applicable to all Users in newspapers and/or on its Website. Such notices will have the same effect as a notice served individually to each User. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

25. Governing Law:

These Terms and/or the operations in the Accounts of the User shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the User hereby consents to this right of ICICI Bank. Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but this shall not invalidate the remaining provisions of the Terms in such jurisdiction or affect such provision in any other jurisdiction.

26. Applicability to Future Accounts:

ICICI Bank and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of ICICI Bank or any of the Affiliates and ICICI Bank extends the access to the Application/ Services to such Accounts or products or services and the User opts for the use thereof,

then the Terms as well as the Service Terms shall automatically apply to such further use / access by the User.

27. General:

The clause headings herein are only for convenience and do not affect/be deemed to affect the meaning of the relative clause. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The User would have to ensure that the equipment used for availing of the Services / accessing the Application meets the criteria as may be specified by ICICI Bank from time to time. All costs incurred by the User including telecommunication costs to access the Application / avail the Service/s shall be borne by the User.

As a tool to correct misunderstandings, the User understands, agrees and authorises ICICI Bank, at its discretion, and without further prior notice to the User, to monitor and record any or all telephone conversations or electronic communications between the User and ICICI Bank and any of ICICI Bank's employees or agents.

These Terms contain ICICI Bank's entire arrangement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the User and ICICI Bank for arrangement contemplated under these Terms . The User acknowledges that it has not relied on any representation made by ICICI Bank or any of its employees or agents and has made its own independent assessment for availing Service/s and/or accessing Application. No third party will have any rights or claims under these Terms.

28. Assignment:

ICICI Bank shall be entitled to sell, assign, securitise or transfer ICICI Bank's right and obligations under the Terms and any security being 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 User and all other persons. The User, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, the User shall not be entitled to transfer or assign any of his rights and obligations hereunder.

29. Right of set-off and Lien:

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/scripts held in the Account(s) or Wallet or in any other account, whether in singly or jointly, to the extent of all outstanding dues, whatsoever, arising as a result of the provision of Services to the User and/or access by the User of Application.

30. Proprietary Rights:

ICICI Bank shall make reasonable efforts to advise the User/s from time to time regarding the web-browsers or mobile softwares required for availing the Service(s) and/or accessing the Application. There will be no obligation on ICICI Bank to support all or any versions of the web-browser/s or mobile software as may be required for offering Service(s)/ providing access to Application the web-browser/s or mobile softwares have not been advised by ICICI Bank. The User acknowledges that the underlying software as well as web-browsers or mobile softwares required for accessing the Application / availing the Service/s are the legal property of the respective vendors. The permission

given by ICICI Bank to access the Application / avail the Service/s will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying software or create any derivative product based on the software. "ICICI Bank" and "I man" logo are trademarks and property of ICICI Bank Limited. Infringement of any intellectual property is strictly prohibited.

31. Communications through Electronic means:

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail or in the form of a downloadable file on the Website or the Application. ICICI Bank would be deemed to have fulfilled its legal obligation to deliver to the User any document if such document is sent via electronic means. Failure to advise ICICI Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

32. 24-Hour Customer Care Centre:

Any complaints with respect to the Services and/or Application /Services can be registered at ICICI Bank 24-Hour Customer Care Centre.

Disclaimer:

"The products and services referred to herein are subject to the terms and conditions governing them as specified by ICICI Bank from time to time at the website of ICICI Bank i.e. www.icicibank.com. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of ICICI Bank. "ICICI" and "I-man" logos are trademark and property of ICICI Bank Ltd. Misuse of any intellectual property, or any other content displayed herein is strictly prohibited. Our relationship is governed exclusively by these terms & conditions and no presumption of any relation other than that contemplated by this document shall be presumed or exist. ICICI Bank is not acting in a fiduciary capacity when making available any of the products and services referred to in this document, and accepts no liability nor responsibility whatsoever with respect to the use of this document or its contents. ICICI Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."

Annexure “A”

IMAGE SUBMISSION POLICY:

1. The User represents and warrants that a valid license for all the Intellectual Property contained in the Image vests with the User.
2. To the extent that ICICI Bank provides the User the services and/or facilities through the Application, the User agrees and hereby grants, and further, represents and warrants that the User has the adequate right and power to grant ICICI Bank, and the Partner Institution/s, an irrevocable, non-transferable, royalty-free, worldwide right to use, modify, print/emboss, store and reproduce the Image.
3. ICICI Bank understands that the Intellectual Property in the Image vests in the User and ICICI Bank claims no right, interest, title over the Image. The User continues to retain the ownership/license in all Intellectual Property Rights in the Image.
4. The User further represents that the use of the Image by ICICI Bank and/or the Partner Institution/s in accordance with the Terms does not violate the Intellectual Property Rights of third parties, and any applicable laws or regulations in force.
5. The User is solely responsible for the use of the Image. ICICI is providing this service at the request of the User, and shall not be liable for any claims relating to the Image or its use therein.
6. The User agrees that any dispute between the User and any third party with regard to the Images submitted by the User shall be resolved between the User and the third party without any reference whatsoever to ICICI Bank in relation to such a dispute. ICICI Bank shall not be liable for any loss/damage/harm suffered by either the User or any third party in this regard.
7. The Images are required to adhere to the Image Checking Guidelines, as uploaded on the Website.
8. The Image uploaded by the User should be free of any spyware, malware, virus or any other content which is harmful to ICICI Bank or its Partner Institution/s.

IMAGE GUIDELINES:

Images containing any of the following elements would not be allowed –

1. Trademarks or copyright material that is famous or recognised, including Images carrying ©, ® or ™ signs, images that have advertising, promotional material including images of products of specific brands and all Images that have telephone numbers, URLs, account numbers or email addresses
2. Images of celebrities/musicians/athletes/entertainers/public-figures/cartoon characters etc. who are widely recognised.
3. Provocative or sexual Images including those containing nudity, offensive and/or racist images including any images in which weapons or fire arms have been displayed.
4. Images portraying or promoting or likely to incite communal, anti-social or obscene behaviour.

5. Images wherein intoxication, smoking, narcotics and/or gambling or activities of similar nature have been displayed.
6. Any religious or political Images, including Images that portray groups banned by law/ views of which are likely to cause social unrest or political or religious statements and/or text or illustrations.
7. Images containing subject matter of any nature that might result confusion regarding the Application or that might result in transaction fraud through the application.
8. Any Image that might reflect poorly or might engender hostility toward the Master Card ® or Visa® or any other payment network brands.
9. Images where money or currency is in focus.
10. Any reference to the Olympic Games trade names, logos, slogans or any other reference identifying of any Card Processing Associations (e.g. Visa, Master Card, American Express, etc.).
11. Images that portray profanity or obscene images which portray ICICI Bank, ICICI Bank logo, or ICICI Bank Debit Card in bad light.
12. Images which show the names or Images of any other Banking or Financial Institution.
13. Images that have any emblems, flags, or logos pertaining to the Constitution of India or any other government body.