

Terms and Conditions governing Amazon Pay ICICI Bank
Credit Card

These terms and conditions ('Terms and Conditions') apply to and regulate the provisions of Amazon Pay ICICI Bank Credit Card issued by ICICI Bank Limited ('ICICI Bank') offered in association with Amazon Pay (India) Private Limited ('Amazon'). Clicking on the 'Submit' or 'I Agree' or any similar tab/icon would constitute acceptance of the following Terms and Conditions and the Most Important Terms & Conditions (MITC) by the Card Members (defined here) and the Card Member will be bound by the same.

I. Definitions and
Interpretation 'Affiliate'
means and includes:

- any company which is the holding or subsidiary company of ICICI Bank or Amazon, as the case may be, or
- a Person under the Control of or under common Control of ICICI Bank and/or Amazon, as the case may be, or
- any Person, in 26% or more of the voting securities of which, ICICI Bank or Amazon, as the case may be, has a direct or beneficial interest or Control.

For the purpose of the definition of Affiliate, 'Control' 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. 'Person' means any individual, company, firm, corporation, a partnership, trust or any other entity or organisation or other natural or legal person.

'Amazon Gift Cards' means Amazon branded Prepaid Gift Cards that are issued by QwikSilver Solutions Private Limited or any other party as may be decided by ICICI Bank and Amazon from time to time.

'Applicant' means person(s) who has/have applied to ICICI Bank for an Amazon Pay Card.

'Authorised Dealer' means an authorised dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time.

'Business Day' means a day on which the relevant office of ICICI Bank specified in the application form or through which the Card is provided, or such other office as may be notified by ICICI Bank to the Card Member, is open for normal business transactions.

'Card' or 'Credit Card' or 'EMI Card' or 'Online Credit Card' or 'Business Card' or 'Amazon Card' or 'Amazon Pay Card' means the co-branded Credit Card offered by ICICI Bank in association with Amazon Pay (India) Private Limited.

'PIN' means the Personal Identification Number allocated to the Card Member by ICICI Bank or chosen by the Card Member/ICICI Bank from time to time, in relation to the Card.

'Card Account' means the account opened in the name of the Card Member and maintained by ICICI Bank for the usage of the Credit Card as per the Terms and Conditions contained here.

'Card Member' means an individual who has been issued an Amazon Pay Card by ICICI Bank.

'Cash-Limit' means the maximum amount of cash or equivalent of cash as defined or prescribed by ICICI Bank, that the Card Member can use on their Card Account. Cash-Limit forms a subset of the Card Member's Credit-Limit/Purchase Limit.

'Charges' or 'charges' mean such charges as are set out in Clause VI here, or mentioned anywhere in these Terms and Conditions. All details of Charges mentioned here will be as provided in the MITC unless specifically communicated to the Card Member, as amended from time to time.

'Company' means a company as defined in the Companies Act, 1956, as amended from time to time.

'Credit-Limit/Purchase Limit' means the limit up to which the Card Member is authorised to spend on their Credit Card.

'Easy BT' means the Facility in the event the Card Member converts the mode of repayment of the Facility into Equated Monthly Instalments.

'ICICI Bank' will mean ICICI Bank Limited, the proprietors of the Credit Card, its successors and permitted assigns.

'ICICI Bank Customer Care Centre' refers to ICICI Bank - Phone Banking Service provided by ICICI Bank to the Card Members.

'Infinity' refers to the trade name of ICICI Bank's Internet Banking Service/website owned, established and maintained by ICICI Bank at the URL www.icicibank.com.

'Insurance Company' means ICICI Lombard General Insurance Company Limited or any other Insurance Company as may be decided by ICICI Bank, from time to time.

'Member' or 'Cardholder' or 'Card Member' means the Applicant to whom a Card bearing their name is issued and who holds such Card.

'Merchant Establishment' means establishment wherever located, which honours the Card and will include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers) and will also include establishments which honour the Card online.

'Merchant' means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns.

'Minimum Amount Due' or 'MAD' means the amount stated as such in the Statement. 'Total Amount Due' or 'TAD' means the amount stated as such in the Statement.

'Payment Due Date' means the date every month, on which the payment in respect of the charges incurred by usage of the Card by the Card Member falls due, as communicated through the Statement.

'Primary Card Member' is the person in whose name the Card Account has been opened and to whom the Card has been issued.

'Video KYC' means the process of performing Know Your Customer (KYC) verification by capturing the Live photograph of the customer and of the various documents (including but not limited to Officially Valid Document) along with capturing the Live location of the customer through a two-way video call between the customer and an ICICI Bank Official.

'RBI' means the Reserve Bank of India.

'Statement' means monthly Statement/s of Account sent by ICICI Bank to a Card Member setting out the financial liabilities on that date, of the Primary Card Member and any Supplementary Card Member to ICICI Bank in respect of the Card Account which the Cardholder agrees to pay.

'Supplementary Card Member' means the family member of the Primary Card Member who becomes a Card Member by virtue of their relationship with the Primary Card Member.

'MITC' means the document containing the Most Important Terms and Conditions and the annexure detailing the charges applicable for the services offered on the Card. These charges are subject to changes at the sole discretion of ICICI Bank. However, such changes in charges may be made only with prospective effect, giving prior notice of 30 days to the Card Member.

'Transaction Instruction' means any instruction given by a Card Member directly or indirectly to ICICI Bank and/or through ICICI Bank Customer Care Centre and/or through Infinity, to effect the transaction. Transaction Instruction would include but not be limited to a charge slip, a cash advance slip or a mail order coupon.

These 'Terms and Conditions' mean the Terms and Conditions set out here and/or as may be stipulated by ICICI Bank, as amended from time to time. In these Terms and Conditions, unless the contrary intention appears:

(a) a reference to an 'amendment' includes a supplement, modification, novation, replacement or re-enactment and 'amended' is to be understood accordingly; an 'authorisation' or 'approval' includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration; 'law' includes any constitution, statute, law, rule, regulation,

ordinance, judgement, order, decree, authorisation or any published directive, guideline, requirement or governmental restriction having the force of law or any determination by or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of signing/submission of the Application Form or subsequently and each as amended from time to time.

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

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

(d) reference to the words 'include' or 'including' will be understood without limitation;

(e) reference to a gender will include references to the female, male and neuter genders;

(f) all approvals, permissions, consents or acceptances required from ICICI Bank for any matter will require the prior, written approval, permission, consent or acceptance of ICICI Bank;

(g) references to Visa regulations pertain to the guidelines issued by Visa to all the member banks of its network.

(h) Any claim or dispute (whether in contract, tort or otherwise) arising out of or in connection with the terms of the facility, including any question regarding its construction, meaning, existence, validity, breach, recall, recovery or termination, will be resolved and settled by mediation or conciliation (if the Borrower(s) and ICICI Bank agree to such mediation or conciliation), administered in accordance with the applicable mediation or conciliation rules of an independent online dispute resolution institution listed on the website of ICICI Bank Limited ('ODR Institutions'). Any party may appoint any listed ODR institution to facilitate mediation or conciliation. If one Party appoints an ODR institution before the other, the ODR institution appointed by the first Party will be binding on the other party. If the Borrower(s) and ICICI Bank do not agree to mediation or conciliation or if the mediation or conciliation fails to resolve the claim or dispute within the period stipulated in such rules or within a period of <21> days from the date of notice of appointment of the mediator or conciliator (whichever is earlier), then the claim or dispute will be taken forward for adjudication by arbitration in terms of the applicable rules of the said ODR Institution and in accordance with the Arbitration and Conciliation Act, 1996, which will be conducted (including, for recording of evidence or tendering of documents), concluded and administered online by the ODR institution through its website/platform or mobile application. The arbitral tribunal will consist of an independent sole arbitrator appointed in accordance with the applicable arbitration rules of the ODR institution. The seat of the arbitration proceedings will be Mumbai. The law governing the arbitration proceedings will be Indian law. The procedural law of arbitration will be the rules of the ODR institution.

(i) the usage of the words 'ICICI Bank Credit Card Agreement' on the Card or elsewhere, means these Terms and Conditions.

II. Card Services

The Card is the property of ICICI Bank. ICICI Bank reserves the right to (1) obtain the credit bureau report, from time to time till opening of the Card Account, to ascertain the credit worthiness of the Applicant and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion. The Card is not transferable and its usage is subject to the Terms and Conditions mentioned here and any additional conditions stipulated by ICICI Bank from time to time. The Card Member will sign on the reverse of the Card immediately on receipt of the same. The ICICI Bank Customer Care Centre and/or Infinity is available to all Card Members. The Card Members availing of any services/facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through ICICI Bank Customer Care Centre and/or Infinity, will at all times continue to be bound by the Terms and Conditions stipulated by ICICI Bank regarding the services/facilities and the mode of availing of such facilities/services, as amended from time to time.

III. Use of the Card

(a) In case of an internationally valid Card, the Card is valid world-wide except as provided in Clause III (h) below. In case of other Cards, the use is restricted at only the Merchant Establishments accepting Visa/Visa Electron Credit Cards/Mastercard/Amex in India. However, ICICI Bank reserves

the right to decline the Card on account of regulatory restrictions, technical difficulties and unforeseen circumstances. Merchant Establishment has the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bona fide personal or official purposes and its use is not permitted to be exploited by the Card Member. In the event any charge for the purchase or any other facility is levied by the Merchant Establishment, on the charges incurred by the Card Member, the same will be settled with the Merchant Establishment and ICICI Bank will in no manner be held liable. On usage of the Card at the Merchant Establishment, the Card Member must collect the copy of the charge-slips at the time of signing the charge-slips. The Card Member will be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Card Member, the Card Member will continue to be liable for the transaction/s and all charges in relation incurred by the Card Member. ICICI Bank will not provide copies of the charge slips to the Card Member; provided however if the Card Member makes such request within forty-five days of the relevant transaction, ICICI Bank may, at its sole discretion, provide copies of the chargeslips at a charge mentioned in the MITC. ICICI Bank may, at its sole discretion agree to provide the Card Member with the facility of effecting mail order or telephone order purchases. The use of an Online Credit Card will be restricted to online transactions/mail orders only. An Online Credit Card will be issued only as a Supplementary Card/Add-on Card and not as a Primary Card or as may be intimated by ICICI Bank, at its sole discretion, from time to time. The Card Member is aware that in case of mail order, telephone order or mobile purchases, the charge slips will not be signed by the Card Member at the time of the purchase. Accordingly, the Card Member accepts that even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member will make payment to ICICI Bank of all outstanding dues.

(b) All disputes will be a matter between and will be settled by the Card Member with the concerned Merchant Establishment. ICICI Bank will not be liable, in any manner whatsoever for the same.

(c) The Card may be used: (i) Within the Credit-Limit notified by ICICI Bank to the Card Member; and (ii) not after the last date of the month embossed on the Card.

(d) The Card Member's right to use the Card will determine forthwith: (i) In the event of termination according to Clause V below; or (ii) in the event of loss/misuse or theft of Card.

(e) By usage of the Card, the Card Member is deemed to have made a standing request that renewal period of the Card and/or replacement Cards be issued to each Card Member until the ICICI Bank Customer Care/Infinity is notified otherwise by the Card Member and such renewal and/or replacement will be subject to the sole discretion of ICICI Bank.

(f) In the event of a Credit Card programme closure or at the time of Credit Card renewal, ICICI Bank Limited at its sole discretion reserves the right to provide a Card type that is different from the existing Card type held by the Card Member. The credit limits and cash limits on any Credit Card at any point in time are as per the sole discretion of ICICI Bank Limited.

(g) The Card Member will act in good faith at all times in relation to all dealings with the Card and ICICI Bank.

(h) The internationally valid Card issued to the Card Member is valid world-wide except for payment in foreign exchange at Merchant Establishments in Nepal and Bhutan. In respect of Cards, the use of which is restricted only in India/Nepal/Bhutan, use outside India/Nepal/Bhutan is a breach of the 'Foreign Exchange Management Act' (FEMA) or any other corresponding law. The Card Member accepts full responsibility for wrongful use in violation to these conditions and undertakes and agrees to indemnify ICICI Bank to make good any loss, damage, interest, conversion, any other financial charge that ICICI Bank may incur and/or suffer as a result of the Card Member committing violations of the provisions.

(i) Internationally valid Card can be used on Internet for any purpose for which exchange can be purchased from an Authorised Dealer in India.

(j) Internationally valid Card and all other Cards cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas Forex

trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.

(k) Authorised Dealers can accept payment by debit to Credit Card for exports made out of India irrespective of whether the importer client is on a visit to India or not. Therefore, Authorised Dealers may receive payment for exports made out of India by debit to the Credit Card of an importer, where the reimbursement from the Card issuing bank/organisation will be received in foreign exchange.

(l) ICICI Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, ICICI Bank may require the Card Member to contact ICICI Bank Customer Care to authenticate the transaction before approving it and charging it to the Card Account.

(i) The Card Member agrees that they will not use the Card as payment for any illegal/unlawful purchase/purpose.

(ii) The Credit Card is issued for personal expenses and purposes only. The Cardholder must not use the Credit Card to purchase anything for resale, for commercial or business-related purposes in any manner whatsoever. The Credit Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes).

(m) If the Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, ICICI Bank may, at its sole discretion, exercise its right to close the concerned Credit Card and additional/Add-on Cards and withhold/cancel the Rewards Points without any notice to the Cardholder. ICICI Bank has the right to enquire over phone or through other means of formal communication and seek details, information, proofs, etc. about the Credit Card transactions, pattern of usage, etc. and the Cardholder is contractually bound to provide the information sought by ICICI Bank, from time to time. Non-satisfactory responses or no responses from the Cardholder may lead to blocking/closure of the Credit Card by ICICI Bank.

(i) The Cardholder must not obtain or introduce credit to the Card Account for any reason other than as refund for any goods or services previously purchased with the Credit Card. Transactions on the Credit Card will be allowed only up to the unused amount of total Credit Limit on the Card Account.

IV. Terms and Conditions applicable to Video KYC process (applicable only if Video KYC is specifically selected by the customer)

A. Video KYC

The process of Video KYC will be available to the customer when they have specifically opted for the Video KYC feature to complete their KYC verification.

I. Requirements for availing of Video KYC Facility

- (i) The Video KYC process is available to customers who are physically present in India and can be confirmed through their Live location by Geotagging;
- (ii) The Video KYC feature for Amazon Pay Credit Card is accessible only during working hours as specified by ICICI Bank during Video KYC journey. This feature is not available on bank holidays;
- (iii) All that is required for Video KYC process is a laptop, smartphone or tablet with a working internet connection;
- (iv) The customer should possess the requisite documents and materials at the time of Video KYC to avoid any inconvenience.

II. Video KYC Process

- (i) The customer is required to schedule a date and time for the on boarding process to start. For Video KYC, the customer has to keep their original PAN Card, a blank paper and a

blue/black pen handy.

- (ii) On the scheduled date and time, the customer will receive a video call from ICICI Bank official to initiate the Video KYC process.
- (iii) During the Live Video KYC process, a picture of the customer in the Live video will be captured. The official will ask the customer to display their PAN Card whose image will be captured and authenticated. The Live location of the customer will also be captured to ensure that the customer is physically present in India. The official will ask certain questions to the customer to ensure that it is a Live interaction.
- (iv) The customer will also have to provide their signature on the blank paper, the screenshot of which will be captured by ICICI Bank Official.
- (v) For the successful completion of Video KYC, the customer will have to co-operate with ICICI Bank Official in every manner and provide all relevant information/data/documents including but not limited to allowing ICICI Bank Official to capture the Live photograph and images of various documents (including but not limited to Officially Valid Documents, PAN, etc.), submitted by the customer during the Video KYC process as and when requested by ICICI Bank Official.
- (vi) The customer agrees and understands that the Video KYC process may not be completed and the KYC application of the customer may be rejected by ICICI Bank due to various reasons including without limitation:
 - a. the documents shown and verified by ICICI Bank Official over a video call do not meet the requirements of ICICI Bank's policy and/or RBI KYC guidelines due to any reason whatsoever; ii) call drop due to network/internet issues at customer's or ICICI Bank's end; iii) documents matching criteria is not fulfilled; iv) ICICI Bank Official is unable to capture the screenshot of customer's photograph or any document; v) Customer is not ready to co-operate with the official; vi) signature process is incomplete; vii) Location/face match criteria, uploaded documents quality; or viii) Any other reason at the sole discretion of ICICI Bank. In such case, the customer will then have to opt for in-person verification to complete KYC verification.
- (vii) The customer undertakes, agrees and confirms that any and all information/details/data/documents, etc. provided by them at each and every stage of the Video KYC process (including PAN details, answer to specific questions asked by ICICI Bank Official over a video call, etc.) will be accurate, up to date, genuine, true and correct in every manner whatsoever.
- (viii) The customer understands that the Video KYC process is subject to the availability of ICICI Bank Officials to conduct such Video KYC and technical stipulations including but not limited to those arising due to any delay, interruption, suspension, resolution or error of ICICI Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction or error in transmission of any information or request to and from the telecommunication equipment of the customer and the network of any internet service provider and ICICI Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the customer or ICICI Bank's system or the network of any internet service provider and/or any third party who provides such services as is necessary to complete the Video KYC process.
- (ix) The customer authorises ICICI Bank to collect/store/verify any and all information/details received through the Video KYC process including but not limited to the video call itself, information received from documents/information captured/shared through the video call.
- (x) Post completion of Video KYC process, ICICI Bank will specifically intimate/update the customer about the Video KYC approval/rejection through SMS and e-mail to the registered mobile number and e-mail ID of the customer.

III. Acceptance of the Terms and Conditions

By selecting the option of Video KYC, the customer agrees and confirms to provide their consent to: (i) complete the KYC verification through the process of Video KYC subject to the Terms and Conditions mentioned above.

V. Personal Identification Number

To enable the Card Member to use the Card, a Personal Identification Number ('PIN') will be issued to them. The PIN will be mailed to them and in the event the same is not received in a sealed envelope, the Card Member will contact an ICICI Bank Branch or the ICICI Bank Customer Care. This PIN may subsequently be changed by the Card Member at their own risk, at an ATM or ICICI Bank Branch or through ICICI Bank Customer Care. The PIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered into the Card Account using such PIN. The Card Member will not record the PIN in any form so as to facilitate the PIN coming to the knowledge of a third party. ICICI Bank is authorised by the Card Member for carrying out transactions and instructions authenticated by the PIN and will not revoke the same. ICICI Bank has no obligation to verify the authenticity of the Transaction Instruction sent or claimed to have been sent by the Card Member other than by means of verification of the Card Member's PIN. The Card Member will at all times take all appropriate steps including those mentioned here, to maintain the security of the PIN. If the Card Member fails to observe the security requirements, they may incur liability. ICICI Bank may, in its absolute discretion, issue a new PIN on the existing Card. Subject to the provisions stated here and as specified by ICICI Bank from time to time, the Card Member will not hold ICICI Bank liable in case of any improper/fraudulent/unauthorised/duplicate/erroneous use of the Card and/or the PIN. ICICI Bank will also not be liable for any consequences connected with the use/misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services including the Card Account, the Card Member will be responsible and will indemnify ICICI Bank against any liability, cost or damage arising out of such misuse/use by third parties based on or relating to such access and use, or otherwise.

In case the mobile number is not registered, the PIN will be sent separately at the mailing address. In case of non-receipt of the PIN, the Card Member may generate the same on the Interactive Voice Response (IVR) system by calling ICICI Bank Customer Care or through Internet Banking/iMobile Pay app.

ICICI Bank will not be responsible if the Card Members provide an incorrect registered mobile number.

V. Breach and Termination/Withdrawal

- (i) Breach: In the event of breach of any of these Terms and Conditions by any Card Member;
- (i) notwithstanding any other provision of these Terms and Conditions, the Card Member will remain liable for any loss directly or indirectly resulting from such a breach; and (ii) The Card Member will be liable to pay ICICI Bank, upon demand, all amounts outstanding from the Card Member to ICICI Bank, whether due and payable to ICICI Bank at the date of such demand or not.
- (ii) Termination/Withdrawal: The Card Member may at any point of time, by notice in writing to ICICI Bank Limited, ICICI Phone Banking Centre, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, India , request for termination of the Card Account.
- (i) The notice will not take effect till the Card has been defaced by cutting off the top right hand corner, ensuring that both the hologram and magnetic stripe have been cut (except in case of an Online Credit Card) and has been received by ICICI Bank. Else, neither the Card Account nor any Card may be terminated.
- (ii) In the event the Charges are incurred on the Card after the Card Member claims to have destroyed the Card but the Card has not been received by ICICI Bank, the Card Member will be entirely liable for charges incurred on the Card, whether or not the same are the result of misuse and whether or not ICICI Bank has been intimated of the destruction of the Card.

(i) ICICI Bank may at any time, with or without notice as to the circumstances, at ICICI Bank's absolute discretion terminate the Card Account and the Card without the consent of the Cardholder for any reason, including but not limited to the following: (a) there have been no transactions with respect to the Card Account for twelve consecutive months, (b) ICICI Bank reasonably suspects the Cardholder has acted fraudulently, (c) Card Member maintains excessive credit balances on their Card Account as determined by ICICI Bank in its commercially reasonable judgement, (d) the Card Member has become delinquent, (e) death of the Card Member, (f) there is a block on collection (i.e. manual blocks initiated by the ICICI Bank's collections team to address cases like skip, legal and settlement), (f) ICICI Bank mistakenly issues the Card and (g) the Card is either not received or not accepted by the Card Member. The Card Member expressly acknowledges and accepts that if the Card Member holds two or more Card Accounts with ICICI Bank, being governed under these Terms and Conditions and defaults in making payments due to ICICI Bank under one of the Card Accounts, ICICI Bank is authorised to block the credit limit as made available to the Card Member under all other ICICI Bank Card Account/s as well as withdraw such privileges/benefits as made available under all such Card Account/s, till the defaulting Card Account is regularised by the Card Member. The Card Member also agrees and acknowledges that ICICI Bank will not have to provide any additional notice.

Cancellation of the Credit Card:

For the existing Credit Card: If the Credit Card has not been used for a period of <12> months, the process to close the card shall be initiated after intimating the Cardholder. If the Cardholder wishes to continue using the card in such case, explicit consent within <30> days would be required; failing which, the Card Account shall be closed subject to payment of all dues by the Cardholder.

For the new Credit Card: The card needs to be activated by the customer within <30> days of card issuance. If the card is not activated by the customer within 30 days then the Bank shall keep the card active, only with the OTP based consent provided by the customer related to card activation. If no consent is received for activating the card, it will be closed in the next seven working days (by 37th day from the card issuance date) without any cost to the customer. The Bank will not levy any fee for the card and also not report the card information to the Bureau unless the new card is activated by the customer.

(ii) On termination of the Card Account and notwithstanding any prior agreement between ICICI Bank and the Card Member to the contrary: (A) the total of all the Charges then outstanding, whether or not already reflected in the Statement and, (B) the amount of any voluntary Charges incurred after termination (with effect from the date of relevant Transaction Instruction), will become immediately due and payable by the Card Member as though they had been so reflected and interest will accrue from the date such charges have been incurred, as applicable from time to time.

(iii) ICICI Bank at its sole discretion, reserves the right to either temporarily or permanently withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason. In case of a temporary withdrawal, the privileges may be reinstated by ICICI Bank at its sole discretion. In case of a permanent withdrawal, ICICI Bank has a right to refuse membership to the Card Member permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) will constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Card Member will continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other subsequently applicable charges, unless otherwise specified by ICICI Bank.

Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Card Member agrees to surrender the Card to ICICI Bank or its representative, upon being requested. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

VI. Charges and Payments

Charges comprise each of the following and will be paid by the Card Member on such date as may be determined by ICICI Bank:

- (v) Voluntary charges will include: The amount of any purchase of goods and/or services made by a Transaction Instruction; The amount of any cash advance provided according to a Transaction Instruction; Any amount which the Card Member has requested ICICI Bank to debit the Card Account with, by virtue of a Transaction Instruction.
- (vi) Involuntary charges will include: Any fees if charged by ICICI Bank in respect of a Card Account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees as specified in the MITC and charged from time to time. Service charges on specific types of transactions as decided by ICICI Bank from time to time may be levied. The method of computation of Involuntary Charges will be as notified by ICICI Bank from time to time.
- (vii) ICICI Bank's record of the amount of any Charge, specified here will, in the absence of manifest error, be final and binding on the Card Member and will be conclusive in any case where ICICI Bank has affected any payment according to a Voluntary Charge. All statutory taxes, Goods and Services Tax (GST), all other imports, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Card.
- (viii) Delayed or Amended Charges:
 - a) A Merchant may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for a hotel, car rental company or cruise line Transaction or any other transactions.
 - b) A delayed or amended charge will be processed to the Card Account within 90 calendar days of the transaction date of the related transaction.
 - c) These transactions may include room, food or beverage charges, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets and other traffic violations and goods and services purchase aboard a cruise line vessel.
- (ix) Charges in foreign currency: In respect of Cards other than internationally valid Cards, ICICI Bank will not be bound to take cognisance of and will not be liable in any manner whatsoever in respect of any charges which are incurred in foreign currency in the territories other than Nepal and Bhutan. Without prejudice to the above, any payment of such Charges made by ICICI Bank will be with full recourse to the Card Member and will not be considered as absolving the Card Member of any liability in relation to incurring of such charges or payments by ICICI Bank. ICICI Bank will be fully indemnified and held harmless against all consequences of such payments by the Card Member.
- (x) Transactions at Fuel Stations: When the Card Member uses the Card to pay for fuel, they will be charged a surcharge as mentioned in the MITC – This surcharge levied will be completely waived for the fuel transactions made on Amazon Pay Card. Such reversal will not include the applicable tax paid on such purchase.
- (xi) The Card Member will become liable as soon as a Charge has been incurred by use of the Credit Card. If there are any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date, then such outstanding will bear and carry such Charges as specified in the Tariff Annexure. The charge is computed on an average daily balance method and will be levied from either of the following dates:
 - a) Where the charge is in respect of purchase of goods or services from the date of it being included in the records of ICICI Bank.
 - b) Where the charge is in respect of withdrawal of cash from the date of such withdrawal up to the date of receipt of payment by ICICI Bank.
- (xii) Without prejudice to the liability of the Card Member to immediately pay all Charges on or before the Payment Due Date as communicated in the Statement, the Card Member may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due (MAD) indicated in the Statement. The MAD will be 5 % of the Total Amount Due (TAD) or such other amount as may be determined by ICICI Bank at its sole

discretion. In case of any repayment through instalments, the instalment amount due during the statement period will be added to the Minimum Amount Due. If the total outstanding is more than the Credit or Cash Limit, then the amount by which the Credit or Cash Limit has been exceeded will also be included in the MAD. Minimum Amount Due will also include unpaid MAD of the previous statements, if any. In cases where only the MAD has been paid, interest would be charged on the remaining amount of the TAD from the date of the transactions.

- (xiii) Where such an option to pay only MAD is exercised by the Card Member, the same will additionally be subject to the following special Terms and Conditions:
- a) On receipt of the Statement, the Card Member can make the payment in any of the following ways, by Infinity payment, Cheque payment, Draft payment, Cash payment, Auto Debit payment, RTGS payment, Click to Pay payment or NEFT payment, to ICICI Bank for the TAD as indicated in the Statement or an amount equal to or more than the MAD by the Payment Due Date.
 - b) All charges incurred by the use of the Card will bear and carry a service charge in the manner as stated under Clause (viii).
- (xiv) If payment is made for the MAD or for any amount less than the TAD, interest and service charges will be applied on the total outstanding amount from the date of purchase and on fresh purchases that are incurred subsequently till Payment Date. In addition to the charges as stipulated here, Late payment charges will be applicable if the MAD is not paid by the payment due date. Any MAD or portion that has been paid will cease to attract interest after the Payment Date if the same has been received by ICICI Bank from the Card Member. ICICI Bank may, at its sole discretion, at any time, without prior notice, withdraw the option to pay only the MAD as described in the foregoing clauses, in relation to any Card Member. Unless otherwise agreed to by ICICI Bank, any payments received from the Card Member against amounts specified in a particular Statement will be appropriated towards such dues in the following order with effect from Oct 20, 2008 :
- a) All taxes, fees, interest, costs, charges, expenses;
 - b) Payment towards Personal Loans on Credit Cards (PLCCs) and instalments payable on balance transfer facility;
 - c) Payment of instalments for retail purchases (where payment against the retail purchases has been converted into instalments);
 - d) Payment towards cash withdrawals and draft on phone facility;
 - e) Payment towards other variants of balance transfer facility that may have been availed by the Card Member; or
 - f) Payment towards retail purchases.
- (xv) Notwithstanding anything contained here: (i) ICICI Bank may, at its discretion, appropriate such payments towards the dues, if any, payable by the Card Member in respect of other facilities availed by the Card Member from ICICI Bank in the order specified in the relative documents or otherwise; (ii) the order of appropriation may be modified by ICICI Bank at its discretion.
- (xvi) Excess amounts, if any, remaining after such appropriation, may be appropriated against the amounts, which are to be specified in the immediate next Statement/s to be generated by ICICI Bank. ICICI Bank will assign a Credit-Limit to a Card Account which must not be exceeded at any time. However, if the total outstanding exceeds the Credit-Limit, an additional charge will be levied on the excess amount.
- (xvii) The Card Member will be entitled to apply for a review/enhancement/reduction of the Credit Limit and/or Cash Limit (if provided by ICICI Bank) upon completion of 12 months of their membership. Alterations upon such review, if any, of the Credit Limit and/or Cash Limit will be at the sole discretion of ICICI Bank. ICICI Bank will at its sole discretion be entitled to review (including enhancement or reduction) of the Credit Limit and/or Cash Limit assigned on the Card at any time and only enhancements, if any, to the Credit Limit

and/or the Cash Limit, will be effected by ICICI Bank with the consent of the Card Member. Note: If the payment for the Total Amount Due is received by ICICI Bank on or before the Payment Due Date, no service charge will be levied. However, all cash transactions and drafts will attract a service charge at the prevailing rate from the date of transaction until the payment for the same is received by ICICI Bank.

- (xviii) ICICI Bank will be entitled, but not bound, to give effect to any instructions given by the Card Member to affect their Credit Card payments by crediting their Card Account and debiting, with like amount, such other Account as may have been established by the Card Member with ICICI Bank. The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Card transactions, effected but not yet charged to the Card Account, will become immediately due and payable in full to ICICI Bank by the Card Member, their successors, nominees, legal heirs in the event of their death (after adjustment of Credit Shield benefit*) or insolvency or winding up of the business of the Card Member.
- (xix) The Card Member expressly accepts that if they fail to pay any money when due or which may be declared due prior to the date when it would otherwise have become due, or commits any default under agreement with ICICI Bank under which the Card Member is enjoying any financial/credit/other facility, then, ICICI Bank will, at its sole discretion, without prejudice, exercise all or any of its rights and remedies available to it in these Terms and Conditions and/or applicable laws.
- (xx) Without prejudice to the other rights of ICICI Bank stated here, in case of delay in payment, ICICI Bank reserves the right to withdraw the Credit Card privileges by instructing the Merchant Establishments not to honour the Credit Card. The Card Member accepts that, at its sole discretion, ICICI Bank or its appointed representatives/agents, may at any time follow up with them for payment against charges earlier incurred on the Card. The Card Member also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by ICICI Bank for related and incidental matters including, charges for renewal/replacement of a Card, for duplicate statement/charge-slip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned payments and like expenses and in the event of legal action initiated, all legal expenses and decretal amounts with interest. For details on all Charges, refer Tariff Annexure.
- (xxi) In the event the Cardholder/Card Member does not pay the outstanding dues on the relevant due dates, ICICI Bank will be, in addition to the various rights and remedies of ICICI Bank referred to in the clauses here, irrevocably entitled and authorised to contact and require the Cardholder's/Card Member's employer to make deduction/s from the salary/wages payable by the employer to the Cardholder/Card Member and to remit the same to ICICI Bank until all of the dues outstanding from the Cardholder/Card Member to ICICI Bank are completely discharged. The deductions will be of such amounts and to such extent as ICICI Bank may communicate to (and instruct) the Cardholder's/Card Member's employers. The Cardholder/Card Member will not have or raise/create any objections to such deductions. No law or contract governing the Cardholder/Card Member and/or the Cardholder's/Card Member's employer prevents or restricts in any manner the above right of ICICI Bank to require such deduction and payment by the Cardholder's/Card Member's employer to ICICI Bank.

VII. Cash Withdrawal

The Card Member can use the Card to access emergency cash from teller counters at ICICI Bank Branches/Automated Teller Machines (ATMs) of select ICICI Bank locations or correspondent banks/other locations as decided periodically by ICICI Bank and as specified by ICICI Bank to Card Member from time to time. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by ICICI Bank for each Card Member. The Card Member will have to retain the record of the transaction generated by the ATM, with themselves. A transaction fee would be levied on all charges and would be billed to

the Card Member in the Statement communicated thereafter. In addition, all cash withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by ICICI Bank. This service charge will be debited to the Card Account.

The transaction fees and service charges as stated above are non-refundable. The Cash Limit on selective Cards, as maybe specified by ICICI Bank, for the first one hundred eighty (180) days from the date of issuance of the Card, will be Nil. After the expiry of the first 180 days' period, the Cash Limit will be made available to the Card Member by ICICI Bank at its sole discretion and on such terms as may be communicated by ICICI Bank from time to time.

VIII. Draft on Phone

Request for issue of drafts can be made on the Card Account over telephone through ICICI Bank Customer Care. All drafts will be issued only for amounts not exceeding the available Cash-Limit and a transaction fee would be levied on all drafts and would be billed to the Card Member in the Statement. In addition to the transaction fee, all drafts will also attract a service charge and will be payable from the date of issuance of the draft to the date of repayment by the Card Member to ICICI Bank. The service charge will be debited to the Card Account at ICICI Bank's prevailing rate. The transaction fees and service charges as stated above are non-refundable. ICICI Bank reserves the right to discontinue this facility at any time without prior notice and without liability to the Card Member. The draft once issued will be mailed/couriered to the Card Member's mailing address last recorded in ICICI Bank's records. While every effort will be made to deliver the draft within 4 working days from the time the request is received by ICICI Bank Customer Care, no assurance on this behalf is held out. ICICI Bank will not be responsible on account of non-delivery or delays in delivery or non-receipt of drafts. If a draft is lost or is to be cancelled, ICICI Bank Customer Care must be informed immediately. ICICI Bank will refund the principal of the draft only through credit to the Card Account after receiving a duly filled indemnity (in a form acceptable to ICICI Bank) from the Card Member. For drafts to be cancelled, the draft must be returned and a cancellation charge will be levied. If a draft is lost/stolen, ICICI Bank will not be responsible for replacement or compensation.

IX. Insurance Benefit

The Card Member may be offered various insurance benefits from time to time by ICICI Bank through a tie-up with the Insurance Company. In all cases of claim, the Insurance Company will be solely liable for settlement of the claim and the Card Member will not hold ICICI Bank responsible in any manner whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever. Subject to the Terms of the below paragraph, the Insurance Company will be absolved of all its liabilities by releasing approved dues to the nominee of the Card Member whose name and signature, duly witnessed, appears on the insurance nomination form, forwarded by the Card Member to the Insurance Company directly or through ICICI Bank. Any change in the nomination will be intimated to ICICI Bank by the Card Member in writing. The Card Member further acknowledges that the insurance benefits so provided will be available to the Card Member only so long as the Card Member is and remains a Card Member of ICICI Bank with their Card Account being regular and no event of default has occurred. The Card Member further agrees that the insurance claim proceeds may be placed in escrow by the Insurance Company at the direction of ICICI Bank until satisfactory discharge of all outstanding liabilities on the Card by the Card Member. In the event of the Card facility being terminated, for whatever reason, all such insurance benefits will automatically and ipso facto cease to be available from such date of cessation of membership. ICICI Bank may at any time (at its sole discretion without giving any prior notice thereof) modify, suspend, withdraw or cancel these insurance benefits and there will be no binding obligation on ICICI Bank to continue these benefits.

X. Lost, Stolen or Misused Credit Cards

If a Card is lost or stolen, it must be reported immediately to ICICI Bank either through Customer Care or SMS <CCBLK> <last four digits of your Card> to < 5676766> from your registered mobile

number only. ICICI Bank will then suspend the Card. The Card Member is advised to file a First Information Report (FIR) with the local police station so that the Card Member can produce its copy whenever requested by the Bank. The Card Member will be primarily responsible for the security of the Card, including theft and for the transactions using the Card. The Card Member will not be liable for any transaction(s) done on the Card, post reporting its loss/theft/damage. However, in case of any dispute relating to the time of reporting such loss/theft/damage and/or transactions done on the Card post reporting of the loss/theft/damage/misuse, ICICI Bank reserves the right to ascertain the time and/or the authenticity of the disputed transaction. ICICI Bank will, upon adequate verification, suspend the Card Account and terminate all facilities in relation to it and will not be liable for any inconvenience caused to the Card Member.

Card Members will take cognisance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Card Member declares that if a Card is reported lost, damaged or stolen, it will not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Card Member will promptly cut the Card in 4 pieces and return the same to ICICI Bank for cancellation. The Card Member is responsible for the security of the Card and will take all steps towards ensuring that the Card is not misused. In the event that ICICI Bank determines that the Card Member has failed to take these steps in case of loss/theft/destruction of the Card and the same are questionable, financial liability on the lost, stolen or damaged Card would rest with the Card Member and could even result in cancellation of the Card Account.

No liability will attach to the Card Member for any unauthorised transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon ICICI Bank having suspended the Card Account. Liability of any transaction done on the Card post reporting its loss/theft/damage will fall upon the Bank. However, in case of any dispute relating to the time of reporting and/or transaction/s made on the Card, post reporting its loss/theft/misuse, ICICI Bank will reserve the right to ascertain the time and/or the authenticity of the disputed transaction.

ICICI Bank reserves the right to block the Credit Card on suspected risk of compromise to protect the interest of the Card Member and to avoid misuse of the Card Account. The Card Member will not be able to use the blocked Card for any transaction/s and will receive a replacement Card within 7 (seven) working days.

In the event, the Card Member, after being informed by ICICI Bank of the probable fraud risk, still requests to unblock the Card, ICICI Bank will not stand liable or responsible in any manner for any fraudulent transactions reported to it on account of fraudulent usage of the Card or otherwise.

XI. Exclusion of Liability

Without prejudice to the remedies available to ICICI Bank and these Terms, ICICI Bank will be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:

- a) any defect in any goods or services supplied;
- b) the refusal of any person/Merchant Establishment to honour or accept a Card;
- c) the malfunction of any computer terminal;
- d) the giving of Transaction Instruction by any person other than by a Card Member;
- e) handing over of the Card by the Card Member to anybody other than ICICI Bank or its representatives;
- f) ICICI Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date on the face of the card;
- g) exercise by ICICI Bank of its right to terminate any Card and Card Account;
- h) any injury to the credit character and reputation of the Card Member allegedly caused by the repossession of the Card and/or request for its return or refusal of merchant establishment/mail order establishment to honour or accept the Card;
- i) any mis-statement, misrepresentation, error or omission in any details disclosed by ICICI Bank; In the event a demand or claim for settlement of outstanding dues from the Card Member is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Card Member agrees and

acknowledges that such demand or claim will not be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Member, in any manner.

The Cardholder acknowledges that the provision of the facility of receiving alerts on mobile phone number or e-mail, provided by the Cardholder while applying for the Credit Card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by ICICI Bank or otherwise. The Cardholder accepts that timelines, accuracy and readability of alerts sent by ICICI Bank will depend on factors affecting other service providers engaged by ICICI Bank or otherwise. ICICI Bank will not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Cardholders.

XII. Balance Transfer Facility

A) Definitions:

'Facility' means transfer, at the sole discretion of ICICI Bank, of such outstanding balances on the Card Member's other bank's Credit Cards to the Card Member's Card provided/agreed to be provided by ICICI Bank, not exceeding the available Credit-Limit.

'Easy BT' means the Facility in the event the Card Member converts the mode of repayment of the Facility into Equated Monthly Instalments.

'EMI' or 'Equated Monthly Instalment' means the Equated Monthly Instalment of the amounts payable by the Card Member to ICICI Bank in respect of the Facility, comprising of principal amount of the Facility and subsequent interest.

'Interest Free Balance Transfer' means the Cardholder avails of the Facility at 0% interest rate for a definite period specified by ICICI Bank.

'LTBT' (Life-Time Balance Transfer) means the Cardholder avails of the Facility for an unspecified period of time at a rate specified by ICICI Bank at the time of availing of the Facility.

B) Usage of the Facility:

Under the Facility, ICICI Bank will at its sole discretion, permit the Card Member to transfer all or part of their outstanding balances on Credit Cards issued by other banks/entities, to their Card Account. Such transfer will be affected by a Demand Draft sent to the mailing address of the Card Member, last registered with ICICI Bank, favouring the other bank/entity issuing the Credit Card for crediting the Card Account of the Card Member with such other bank/entity for the approved Facility amount.

ICICI Bank will not be liable for any overdue payments or service charges that may be incurred by the Card Member in respect of their other Credit Card, post the Facility being granted/agreed to be granted by ICICI Bank. The Card Member will remain liable to continue to make payments to the other Credit Card issuing bank/entity until the transferred amount of the Facility is received by the other Credit Card issuing bank/entity. Additionally, the Card Member will also receive the confirmation in a future statement providing that their Card Account with the other Credit Card issuing bank/entity, has been credited. The Facility will be available to the Primary Card Member as well as the Supplementary Card Member, subject to the available Cash-Limit and/or Credit Limit and will be provided to the Card Member requesting the facility.

The Cash-Limit and/or Credit-Limit on the Card will be blocked by the amount of the Facility granted to the Card Member. The Card Member will be required to pay a non-refundable processing fee on the Facility, up to the percentage specified by ICICI Bank to the Card Member as specified in the Tariff Annexure. GST will be applicable on the processing fee and interest amount will apply as per ICICI Bank's prevailing rates. Such amount will be reflected in the Statement for the particular month.

On applying for the Facility to ICICI Bank by the Card Member, ICICI Bank will conduct a dummy authorisation for Rs Ten (10) on the Credit Card of the other bank for which the Facility is availed. If the authorisation is successful, the Balance Transfer (BT) transaction will be processed, subject to other Terms and Conditions at the sole discretion of ICICI Bank.

C) Repayment:

In case of the Facility being an Easy BT, the Card Member will repay the Facility and subsequent interest in EMIs. The interest will be at the rate indicated by ICICI Bank to the Card

Member at the time of making the offer for the Facility and as also as communicated to the Card Member. The interest calculation will start from the time the request regarding Easy BT has been confirmed from the Card Member. The amount of the EMIs together with other details of the Facility (including rate of interest) will be communicated to the Card Member at their mailing address.

The EMI due for a particular month will subsequently be reflected in the Statement of that particular month. ICICI Bank will be entitled/is authorised by the Card Member to debit the Card Account of the Card Member on a monthly basis for the amount of EMI due for that particular month, as has been intimated to the Card Member through the Statement. Upon repayment by the Card Member, the Cash Limit/Credit Limit will be reinstated to the extent of the amount of EMI repaid by the Card Member.

The Card Member will have to pay the entire amount of the EMI for a particular month on the Payment Due Date, as indicated in the Statement and the same will not be permitted to be carried forward/included in the next Statement. In the event the payment is not made by the Payment Due Date as specified, it will be understood as a default by the Card Member and Card Member will become liable to pay the amount together with the interest as maybe leviable on the Facility and late payment charges, as specified in the Tariff Annexure.

The amount of the Facility in cases other than Easy BT will form part of the Total Amount Due and/or EMI Amount Due and will be repayable in the manner as provided in Clause VI and XXXIV, respectively.

In case the Card Member avails the Interest-free Balance Transfer, only the principal balance amount transferred is interest-free for the specified period. In case the Card Member makes only part payment of the TAD after availing the Facility, the amount paid by the Card Member will be appropriated and interest and service charges will be levied as per the Terms and Conditions stated in Clause VI (I). In case the Card Member avails of the LTBT, the rate specified by ICICI Bank applies only to the principal balance amount transferred. In case of part payment of the TAD after availing of the Facility, the amount paid by the Card Member will be appropriated and interest and service charges will be levied as per the Terms and Conditions stated in Clause VI (I) (c). <5> % of the principal balance amount transferred will be considered while calculating the MAD.

Foreclosure of Facility:

In case of the Facility being Easy BT, if the Facility is foreclosed/terminated before the tenure of the repayment of the Facility, the amount of the Facility outstanding at the time of foreclosure/termination together with all subsequent interest and all other monies in respect of the Facility, will become repayable by the Card Member immediately. The Card Member may foreclose the Facility at any time by contacting ICICI Bank's Customer Care to avail of the foreclosure.

The Card Member will pay such foreclosure charges as may be indicated by ICICI Bank in the communication sent to the Card Member at the time of granting the Facility.

ICICI Bank will, without prejudice to all rights and remedies, have the right to call upon the Card Member to repay the Facility, all interest and all other monies in respect of the Facility upon default in payment of EMI for two consecutive months and the Card Member will be liable to repay all such amounts.

Cancellation of Facility:

The Card Member may cancel the Facility within 15 days of getting the Facility, by contacting ICICI Bank's Customer Care. Such cancellation will be subject to return of the Demand Draft to Credit Card Operations, ICICI Bank Ltd. C Wing, Autumn Estates. Chandivali Farm Road, Chandivali. Next to Chandivali Studio, Opp. MHADA Andheri - East, Mumbai –400072 and non-encashment of the Demand Draft by the Card Member or the beneficiary.

XIII. Supplementary Card

Upon receipt of a request by the Primary Card Member for issuance of an Add-on Card to the family member(s) of the Primary Card Member, ICICI Bank will at its sole discretion issue a

Supplementary Card to the family members of the Primary Card Member on such Terms and Conditions as decided by ICICI Bank from time to time.

The usage of the Supplementary Card will mean acceptance of these Terms and Conditions. The holder of any Supplementary Card and the Primary Card Member authorising its issuance, are jointly and severally bound/liable by these Terms and Conditions/for payment, however it will be the Primary Card Member's responsibility to ensure payment of all charges due and payable under the Supplementary Card. The facility of a Supplementary Card, being a special facility at such fee/rate as may be stipulated by ICICI Bank from time to time, continuation of the membership of the Supplementary Card Member will be solely dependent on the continuation of membership of the Primary Card Member.

XIV. Billing

All Card Members will be billed on a monthly basis for all Charges incurred by the use of the Card and for all charges applicable to the Card Account. ICICI Bank will try that no delay is caused in dispatching the Statement to the Card Member. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Card Account in the preceding month. The billing statement will be dispatched on a monthly basis to customers only through e-mail to the e-mail ID as per our records.

ICICI Bank will try to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Card Member. In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on the part of ICICI Bank in dispatching them, the Card Member will pay ICICI Bank the sum total of all dues calculated by using copies of the charge slips in their possession by the Payment Due Date or by enquiring with ICICI Bank Customer Care.

XV. Terms for Instant Merchant-based Instalment Programme

'EMI' or 'Equated Monthly Instalment' means the equated monthly instalment of the amounts payable by the Card Member to ICICI Bank comprising of principal amount, interest and any/or other charges, if applicable.

'Instant EMI' refers to the conversion into EMI upon request by the Card Member, of transactions made using the Card at ICICI Bank EDC (Electronic Data Capture) terminals and/or for such online transactions, where the option for such conversion is available. ICICI Bank will be entitled to, at its sole discretion, make available to individual Card Member, Instant EMI on the Credit Card, without prejudice to the obligation of the Card Member to make immediate payment on the incurring of the Charge. The Card Member may seek to avail of the option of paying for certain purchases through EMIs, as will be informed to the Card Member by ICICI Bank Customer Care and as indicated in the Statement sent to the Card Member which will be subject to the following terms:

- (i) Once a Card Member has opted for payment by Instant EMIs, any subsequent change will attract a pre-closure charge, as may from time to time be fixed by ICICI Bank depending upon the nature of the purchase;
- (ii) In case any portion of the billed and outstanding charges are not permitted to be paid in Instant EMIs and such portion is not paid by the Payment Due Date, the same will bear and carry an interest, service charge and late payment charge at the rate and in the manner stated in Clause VI;
- (iii) The Instant EMI facility will be available with respect to the Credit Card which presently comprises of the following purchases, viz.,
 - (a) New purchases at Merchant Establishments;
 - (b) Conversions of past purchases at Merchant Establishments through ICICI Bank Customer Care.
- (iv) The Instant EMI facility is available to the Card Member at ICICI Bank's sole discretion and such facility will be available:
 - (a) for such period and at such Merchant Establishments as ICICI Bank may decide;
 - (b) the interest component of the Instant EMIs will be Card Member and Merchant specific, as

decided by ICICI Bank;

(c) the amount of down payment, the amount of transaction fee, the tenure for the payment of Instant EMIs and other payment particulars will be Card Member and Merchant specific, as ICICI Bank may decide. This facility of Instant EMI is not available on Business Card, Corporate Card, EMI Card and American Express Card.

For more details: Visit <https://www.icicibank.com/Personal-Banking/cards/Consumer-Cards/Credit-Card/low-interest-emi-products/instant-emi/terms-and-condition.page?#toptitle>

XVI. Auto Debit Facility

The Card Member may avail of auto debit facility for making the payments of the Card dues. On availing of the auto debit facility, the Bank Account of the Card Member (details of which will be provided to ICICI Bank) will be debited, for the amount mentioned above, on the Payment Due Date as indicated in the Statement sent to the Card Member. Provided, however, that the Payment Due Date should be a Business Day, otherwise the Bank Account will be debited on the next Business Day. In the event of the said Bank Account not having sufficient funds on the Payment Due Date, the Card Member will be liable to pay all the Charges applicable in addition to the Card dues. The Card Member agrees and confirms that all the particulars submitted to ICICI Bank by the Card Member for availing of the auto debit facility will be correct and complete. ICICI Bank will not be liable if the auto debit transaction is delayed or not effected at all for reasons of incomplete or incorrect information or for any reason whatsoever. The Card Member further agrees and undertakes to inform the Card Member's bank of the auto debit instructions issued in favour of ICICI Bank and not to close the said Bank Account without the prior consent of ICICI Bank. Such instructions cannot be withdrawn/cancelled except with the written consent of ICICI Bank.

XVII. Returned Payments

In case the cheque, or any other payment instrument or instruction given by the Card Member, towards payment of their Card dues, is not honoured, or must be returned to the Card Member because it cannot be processed, ICICI Bank reserves the right to initiate legal proceedings against the Card Member and will levy fees at its sole discretion and/or temporarily/permanently cancel the Card. The Card Member will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by ICICI Bank.

XVIII. Disputes

Any charge slip or other payment requisition received by ICICI Bank for payment will be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Card Member, unless the Credit Card is lost, stolen or fraudulently misused and the same is reported as provided in Clause IX, the burden of proof for which will be on the Card Member. The other payment requisition referred to in this clause will include any and all payments pertaining to permissible expenses incurred by a Cardholder at a Merchant Establishment by use of the Card which is not recorded as a Charge. Signature of the Card Member on such charge slips together with the Card Number subsequently noted, will be conclusive evidence of the liability incurred by the Card Member. In case of facilities availed of through the ICICI Bank Customer Care/Infinity access to the ICICI Bank Customer Care/Infinity by using the PIN/Password/User ID, will be conclusive proof of the Card Member effecting the transaction. ICICI Bank will not have to ensure that the Card Member has duly received the purchased goods or services. In the event the Card Member chooses to disagree with a charge indicated in the Statement, it should be communicated to ICICI Bank within 60 (Sixty) days of receipt of the Statement, failing which it would mean that all Charges indicated in the Statement are in order.

XIX. Security

In case of a secured Credit Card the whole of the outstanding balance on the Card Account,

together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned here, effected but not yet charged to the Card Account during the usage of the Credit Card by the Card Member, will be secured by pledge/hypothecation of such securities/Fixed Deposits/such other assets as approved by ICICI Bank standing in the name of the Card Member individually or jointly with any other person or securities standing in the name of the third party, in the form and manner as prescribed by ICICI Bank. The Card Member will execute all such documents in the form and manner satisfactory to ICICI Bank for creation of the security. Costs involved in creation of security and completion of all other formalities, including but not limited to stamp duty, etc. will be borne by the Card Member.

XX. Collections

ICICI Bank will be entitled, at the sole risk and cost of the Card Member, to engage one or more person(s) to collect the Card Member's dues and/or to enforce any security provided by the Card Member and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Card Member and the security, as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected with that, or incidental to that, as ICICI Bank deems fit.

XXI. Quality of Goods and Services

ICICI Bank will not in any way, be responsible for merchandise, merchandise warranty or services purchased or availed by the Card Member from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. It must be distinctly understood that the Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services. ICICI Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute will not relieve the Card Member of their obligation to pay all the Charges to ICICI Bank and the Card Member agrees to pay such charges promptly.

XXII. Credit Transaction

A debit for a purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The Card Member must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied. On cancellation, the refund will only be credited to the Card Account (minus cancellation charges) as and when received by ICICI Bank. However, on successful submission of credit charge slip by the Card Member, the credit will be posted to the Card Account. If the credit is not posted to the Card Account within a reasonable time, the Card Member must notify ICICI Bank.

XXIII. Charges made in Foreign Countries

The Card Member declares that the Credit Card issued to them, if used overseas will be utilised strictly according to the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Card Member exceeds their entitlements as per the exchange control guidelines of RBI, the Card Member will bring the same immediately to the notice of ICICI Bank in writing. If the passport is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed will lie entirely on the Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Card Member, they will be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the Card facility either at ICICI Bank's instance or by RBI. ICICI Bank will be under no liability in respect of any loss or damage arising directly or indirectly from decline of a charge for exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on ICICI Bank becoming aware of the Card Member exceeding their entitlements. If a

transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees. The conversion will take place on the date the transaction is settled with ICICI Bank, which may not be the same date on which the transaction was done. If the transaction is not in US Dollars, the conversion will be made through US Dollars, by converting the charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees. Unless a specific rate is required by applicable law, the conversion rate from US Dollar to Indian Rupees will be at the rates provided by Visa, Mastercard and Amex on the settlement date, increased by a Currency Conversion Factor assessment on such transactions.

XXIV. ICICI Bank Credit Card Rewards

1. 'Amazon Pay Reward Scheme' will mean the reward scheme of ICICI Bank in collaboration with Amazon Pay (India) Private Limited.
2. 'Reward Points' will be the reward points awarded under the Amazon Pay Reward Scheme.
3. 'Amazon Pay' refers to the pre-paid wallet run by Amazon Pay (India) Private Limited.
4. 'Prime Membership' will mean the membership of the platform run under the name and style of 'Amazon Prime'.
5. Earn rate for Reward Points will depend upon Prime Membership of the Card Member.
6. Reward Points earned will be credited to Amazon Pay balance of the account used to apply for the Amazon Pay ICICI Bank Credit Card.
7. For Card Members having Prime Membership, earn rate of the Reward Points will be 5% of the transaction amount for all the transactions done at www.amazon.in (including Amazon Now).
8. For Card Members not having Prime Membership, earn rate of the reward points will be 3% of the transaction amount for all transactions done at www.amazon.in (including Amazon Now).
9. The Earn rate will be 2% of the transaction amount for all transactions made in digitally fulfilled categories, login and pay through Amazon and to load the Amazon Pay Wallet.
10. The Earn rate will be 2% of the transaction amount for payments made towards booking of flights and hotels on Amazon.in. With effect from Jul 01, 2023 the earn rate will be 5% for Card Members having Prime Membership and 3% for Card Members not having Prime Membership for payments made towards booking of flights and hotels on Amazon.in.
11. 1% Reward Points will be offered for all purchases other than transactions mentioned above at www.amazon.in.
12. Transactions for the purchase of fuel, gold, silver, any precious metal, any Tax-related payments will not be eligible for Reward Points. However, fuel transactions will be eligible for 1% surcharge waiver.
13. With effect from Jun 18, 2024, rent transactions will not earn you any Reward Points.
14. Reward Points earned on all transactions will be rounded down to the nearest integer.
15. EMI transactions and cash transactions will not be eligible for Reward Points. However, 'No Cost EMI' options will be available at the time of making the transaction at Amazon.in (merchant EMI only) for a tenure of 3 and 6 months.
16. For any disputes against monthly cashback/rewards, the customer has to reach out to ICICI Bank within 90 days from the date of issuance. Post this period, the calculation will be assumed as accurate as per the Card construct and no further changes will be made.
17. All Reward Points will be credited as Amazon Pay balance within 2 working days of the completion of your last billing cycle in terms of Amazon Gift Cards and can be redeemed as per the Terms and Conditions applicable to such Amazon Gift Card at the time of issuance.
18. In case a customer holds multiple ICICI Bank Credit Cards, the credit limit will be shared across Cards, with a capping of individual limits assigned, per Credit Card.
19. Reward Points will not be credited again in case of EMI cancelation.

XXV. Disclosures

- 1) The Card Member consents to the sharing of the following information with Amazon and their affiliates by ICICI Bank Limited – i) Customer's name and address ii) Card Member's spends along with Card activation date and the interest rates and other charges applicable on the Card iii) Statement Dates iv) Rewards earned by the Card Member.

- 2) The purpose of such data sharing is for Amazon to update its records, provide curated offers and services with respect to the Card.
- 3) The Card Member can opt out of such data sharing at any point of time by cancelling the Card. The Card Member can do so by calling on <18001020123>.
- 4) The Card Member authorises ICICI Bank to exchange, share or part with all the information, data or documents relating to his/her application to Companies/banks/financial institutions/credit bureaus/agencies/regulatory authorities/statutory bodies/tax authorities/Central Information Bureaus/such other persons as ICICI Bank/its Group Companies may deem necessary or appropriate for use or processing of the said information/data by such person/s or furnishing of the processed information/data/products to other banks/financial institutions/credit providers/users registered with such persons and will not hold ICICI Bank/its Group Companies liable for use of this information. In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance/facilities or financial/credit facility or interest/charges due, ICICI Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/or its directors/partners/supplementary Cardholders, as applicable, as defaulters in such manner and through such medium as ICICI Bank or RBI in their absolute discretion may think fit. ICICI Bank will disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau (specifically authorised by RBI) through Statements.
- 5) Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. ICICI Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his/her family members), ICICI Bank may, after 15 days' notice in writing, cancel the Credit Card, when the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, will be immediately payable by the Card Member. ICICI Bank will not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it received or to which it disclosed information.
- 6) ICICI Bank/Group Companies reserve the right to retain the provided application forms and documents, including photographs and will not return the same.

XXVI. Debt Assignment

ICICI Bank will have the right to transfer, assign and sell in any manner, in whole or in part, the Credit Card outstanding and dues to any third party of its choice without reference or intimation to the Card Member. Notwithstanding any such sale, assignment or transfer, ICICI Bank will be fully empowered to proceed against the Card Member. The Card Member will be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

XXVII. Miscellaneous

ICICI Bank reserves the right to retract/adjust the issued reward points against the subsequently earned rewards, ensuring that the net benefit awarded to the customer is as per card construct, if the same is issued erroneously or due to a technical glitch on the part of the Bank, the Merchant Establishment or any third party or for any other reasons whatsoever. ICICI Bank may notify the Card Member of any such revisions/changes in any manner, as seems appropriate by ICICI Bank.

ICICI Bank reserves the right to offer to the Card Members, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such Terms and Conditions as it may deem fit. ICICI Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Member. Any termination of

membership, because of a violation of these Terms and Conditions, will result automatically in the termination of such facilities and services. ICICI Bank will not be liable, in any way, to the Card Member, in case of defect or breach in the performance of carrying out such facilities, memberships or services or non-performance, whether by ICICI Bank or a Merchant Establishment or any third party. ICICI Bank reserves the right to use the information provided by the Card Member on their application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by ICICI Bank/Affiliates. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank will work to develop marketing offers for the Card Members. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Card Member of any such revisions/changes in any manner as seem appropriate. The Card Member will be bound by such revisions/changes unless the Card is returned to ICICI Bank for cancellation before the date on which the revisions/changes are made.

The details of all transactions recorded in the Card Account of the Card Member may be shared with Credit Reference Agencies, lenders and/or other agencies for assessing further applications for credit by the Card Member and/or their family members and for fraud prevention. In addition to the general right to set off or other rights conferred by law or under any other agreement, ICICI Bank may, without notice, combine or consolidate the standing balance on the Card Account with any other Account(s) which the Card Member maintains with ICICI Bank and its Group Companies and set-off or transfer money standing to the credit of such other Account(s) in or towards the satisfaction of the Card Member's liability to ICICI Bank under their Card Account. The Card Member will notify ICICI Bank of any change in their name, address, contact number and e-mail ID for communication as stated in the application form for the Card. ICICI Bank reserves the right to change the Card Member's address in its records if such change in address comes to the notice of ICICI Bank. The responsibility will solely be of the Card Member to ensure that ICICI Bank has been informed of the correct address for communication and ICICI Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Member.

In compliance with the Rule 9B of the Prevention of Money Laundering (Maintenance of Records) Rules, you are required to intimate ICICI Bank if there are any changes in your KYC details along with the updated documents (i.e. address, contact details, profile, etc.) within a period of <30> days from the date the changes were made. Once you intimate us, we will make the necessary changes in our records. Any updates can be intimated to the Bank by visiting any Branch.

The Card Member will comply with all such Terms and Conditions as ICICI Bank or its Affiliates may prescribe from time to time for facilities/services availed by the Card Member. All such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or a combination) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank or its Affiliates, for and in respect of such facilities/services offered, will constitute legally binding and valid transactions when done in adherence to and in compliance with the Terms and Conditions prescribed by ICICI Bank or its Affiliates for such facilities/services, as may be prescribed from time to time.

XXVIII. Set-Off

(i) ICICI Bank and its Group Companies will have the paramount right of 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 other Account(s) of the Card Member maintained with ICICI Bank and/or its Group Companies, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/under the control of ICICI Bank and/or its Group Companies (whether by way of security or otherwise according to any contract entered/to be entered into by the Card Member in any capacity) towards the satisfaction of the Card Member's liability under their Card Account.

ICICI Bank and/or its Group Companies are entitled without any notice to the Card Member, to settle any indebtedness whatsoever owed by the Card Member to ICICI Bank and/or its Group Companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) here 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 Card Member 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 will not be affected by the Card Member's bankruptcy, death or winding-up. It will be the Card Member's sole responsibility and liability to settle all disputes/objections with any such Joint Account Holders.

(ii) In addition to the right mentioned above or any other right which ICICI Bank and its Group Companies may at any time be entitled to, whether by operation of law, contract or otherwise, ICICI Bank is authorised/will be entitled: (a) to combine or consolidate at any time all or any of the Accounts and liabilities of the Card Member with or to any Branch of ICICI Bank and/or its Group Companies; (b) to sell or otherwise dispose of any of the Card Members' securities or properties held by ICICI Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived, the total amounts outstanding to ICICI Bank and/or its Group Companies from the Card Member, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its Group Companies.

XXIX. iAssure Service

'iAssure Service' is a subscription based service where a payment holiday is offered by ICICI Bank to select Card Members, providing them the option of an extended interest free credit period of 75 (seventy-five) additional days from the Payment Due Date, to make payment of the amount billed to the Card in certain predefined eventualities, as may be communicated to the Card Member by ICICI Bank.

'iAssure Subscription-kit' means the communication sent to the Card Member providing all the relevant details of the iAssure service, once the Card Member has enrolled for iAssure. ICICI Bank reserves the right to offer Card Members, whose Accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, at its sole discretion, in times of financial difficulties, upon the occurrence of certain events as may be specified in the iAssure subscription-kit. ICICI Bank will inform the Card Members who are being offered the iAssure service through a communication sent to the Card Member at the billing address or by calling the Card Member on the registered phone number or by any other manner as ICICI Bank may deem fit. Once communicated, to avail of the iAssure service, the Card Member will need to enrol for iAssure by registering with ICICI Bank in such manner as may be communicated to the Card Member. On enrolment, an iAssure subscription-kit will be dispatched to the Card Member's billing address. In case the Card Member does not receive the iAssure subscription-kit within 20 (twenty) days from the date of enrolment, the Card Member will need to inform ICICI Bank Customer Care, failing which the subscription to the iAssure service will stand terminated. To activate the payment holiday under iAssure, the Card Member must inform ICICI Bank Customer Care within 30 days of the occurrence of any of the specified events, provided the Card Account has not become a Delinquent Account and no other default has taken place, at the time of requesting activation. The Card Member will be entitled to avail of the payment holiday under iAssure only after completion of three consecutive months of fully paid subscription and upon the occurrence of any of the specified events, being such amount and such events as may be communicated to the Card Member in the iAssure subscription-kit. Such period will be six months in case of new Card Members. The iAssure service may be availed only in relation to any one of the specified events at a time. The Card Member will be eligible to avail of the iAssure service only up to a maximum of Rs 50,000 of the TAD as on the date of occurrence of the specified event for which the Card Member is activating the payment holiday under iAssure.

However, any additional spends made by the Card Member during the period between the event date and the iAssure service activation request date (both days inclusive) will become payable immediately before the payment holiday under the iAssure service, gets activated. Post enrolment, the Card Member will be billed on a monthly basis for the fees towards the iAssure service which will be communicated in the Statement. The Card Member may opt for de-subscription by calling ICICI Bank Customer Care at any time during the period of subscription. However, such de-subscription and discontinuation of fees will be effective on Statements generated on the 15th day of the current or subsequent month, whichever is earlier. The documentation that the Card Member will need to submit for activation of the iAssure service will also be communicated in the iAssure subscription-kit. Upon activation of the iAssure service, the use of the Card/Card Account will be restricted till such time as repayment of the amount due for which the iAssure service had been extended, is made. Upon expiry of the term of the extension of the iAssure service, the Card Member will immediately need to make payment of the entire amount due. In the event the Card Member fails to do so, interest will be charged on the outstanding amount for the entire period of such iAssure service. ICICI Bank may, at its own discretion, decide on resetting the fees to continue subscription or may decide not to offer the iAssure service to the Card Member subsequently and communicate the same to the Card Member at the billing address recorded in ICICI Bank's records.

XXX. Settlement of Disputes

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

XXXI. Terms and Conditions

The Terms and Conditions for the Card will be available on the ICICI Bank website. ICICI Bank will have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member will be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full. ICICI Bank may communicate the amended Terms by hosting the same on the Infinity or in any other manner as decided by ICICI Bank. The Card Member will be responsible for regularly reviewing these Terms and Conditions including amendments, as may be posted on the Infinity and will be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions will be communicated to the Card Member, in the manner mentioned above, one month prior to the date of their implementation.

XXXII. Notices

All notices or other communications under or in connection with these Terms and Conditions including all amounts due from the Card Member will be given in writing to ICICI Bank Limited, ICICI Phone Banking Centre, ICICI Bank Tower, 7th floor, Survey no.: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, India and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective:

(j) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to ICICI Bank will be effective unless actually received and acknowledged by ICICI Bank. Notices or communication may be made to: (i) the Card Member's address or facsimile number as recorded in ICICI Bank's records and to which notices/communications are to be sent (as specified in the Application Form), and (ii) ICICI Bank's zonal/regional/branch/office address or facsimile number (as specified in the Application Form) or to such other address or facsimile number as may be designated by the Card Member and ICICI Bank in writing to each other. In the event of any failure by the Card Member to notify ICICI Bank in writing of any

changes in their contact address or details, service of a notice/correspondence to the address specified in the Application Form or last given by the Card Member will be deemed to be proper and sufficient service to the Card Member irrespective of whether or not such notice will be returned 'unserved' to ICICI Bank. A notice published in the newspaper available in the area of residence or work of the Card Member will be sufficient notice to the Card Member from the date of its publications; provided however, a notice in a newspaper will not be effective against ICICI Bank unless acknowledged by ICICI Bank.

XXXIII. Secured Credit Card Terms

1. These Terms and Conditions (the 'Terms') apply to and regulate the Secured Credit Card provided by ICICI Bank and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank and Terms and Conditions governing ICICI Bank's Fixed Deposit (the 'Primary Terms and Conditions') as available on www.icicibank.com. To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms will prevail. All capitalised terms used here, but not defined will have the same meaning as specified under the Primary Terms and Conditions.
2. 'Cardholder' will mean a person who has/places a Fixed Deposit with ICICI Bank and applies for ICICI Bank's Secured Credit Card and is issued a Secured Credit Card, subject to the Primary Terms and Conditions and Terms as specified here.
3. 'Secured Credit Card' will mean ICICI Bank Secured Credit Card issued by ICICI Bank to the Cardholder against the Fixed Deposit maintained by the Cardholder with ICICI Bank.
4. To be eligible for availing of the Secured Credit Card, the Cardholder will need to maintain/place a fixed Deposit of a minimum of Rs 20,000 with ICICI Bank.
5. The credit limit on the Secured Credit Card will be eighty-five percent (85%) of the Fixed Deposit amount, subject to a minimum credit limit of Rs 17,000 and a maximum of Rs 3 lakh. The said credit limit may be subject to change at the sole discretion of ICICI Bank from time to time and will be communicated to the Cardholder through such mode and manner as deemed fit by ICICI Bank.
6. The Cardholder will need to place the Fixed Deposits in the manner specified and upon execution of the relevant documents as specified by ICICI Bank from time to time. The Cardholder will need to place a Fixed Deposit at an ICICI Bank Branch only or through such other alternate channels as will be decided and communicated by ICICI Bank at its sole discretion from time to time. The Fixed Deposits so opened will be opened in auto renewal mode only. In the event of cancellation of the Card by the Cardholder/ICICI Bank, the Fixed Deposit linked to the Secured Credit Card will continue in accordance with the instructions placed by the Cardholder at the time of placing the Fixed Deposit.
7. Upon issuance of the Secured Credit Card, ICICI Bank will mark a lien on the entire amount of the Fixed Deposit placed by the Cardholder, including interest earned by the Cardholder, until the termination of the Secured Credit Card or maturity of the Fixed Deposit, as the case may be.
8. In the event that the applicant has an existing Fixed Deposit with ICICI Bank, the Fixed Deposit will be linked to the Cardholder's Secured Credit Card Account and the Fixed Deposit will be converted to auto-renewal mode with immediate effect. The prevailing rate of interest applicable at the time of auto-renewal of the Fixed Deposit, will be applicable on the said Fixed Deposit amount.
9. The Cardholder/s will not be able to make any part withdrawals from the Fixed Deposit linked to the Secured Credit Card.
10. The Fixed Deposits opened/placed by Hindu Undivided Families (HUFs), Partnership firms, minors or opened jointly by applicant/s will not be entitled for Secured Credit Card. Only those Fixed Deposits which are in the name of single individuals will be eligible.
11. Nomination facilities will be available for the Fixed Deposit facility.
12. In the event of termination/withdrawal/cancellation of the Fixed Deposit or the Secured Credit Card or if the Cardholder fails to pay the amount outstanding on the Secured Credit Card within 60 days from the due date, or if the amount outstanding on the Secured Credit Card

including any fees, charges or any other amount levied by ICICI Bank as per the Terms, sums up to more than 95% of the Fixed Deposit amount at any point in time, ICICI Bank will have the right to liquidate the entire Fixed Deposit amount including the interest accrued and set off such amount against the outstanding amount payable to ICICI Bank under the Secured Credit Card. Any balance remaining after the deduction will be refunded to the Cardholder.

13. The Secured Credit Card will be activated after the lien is marked on the Fixed Deposit.

14. At any given point of time, only one Secured Credit Card can be issued to a Cardholder.

XXXIV. Declarations

1. Card Member declares that all the particulars and information furnished while applying for the Card are true, correct, complete and up to date in all respects and Card Member has not withheld any information. Card Member confirms that Card Member has had no insolvency initiated against them nor has Card Member ever been adjudicated insolvent. Card Member has read the application form and brochures and is aware of all the terms/conditions of availing of finance from ICICI Bank Limited. Card Member authorises ICICI Bank Limited to make references and enquiries related to information in this application which, ICICI Bank Limited considers necessary. Card Member undertakes to inform ICICI Bank Limited regarding change in his/her residence/employment and to provide any further information that ICICI Bank Limited may require.

2. Card Member understands that certain particulars given by Card Member are required as per the operational guidelines governing banking companies.

3. Card Member declares that Card Member has read the Terms and Conditions and the brochure and is agreeable to the Terms/Conditions of availing of the Credit Card from ICICI Bank Limited.

4. Card Member declares and undertakes that the Credit Cards issued to Card Member, if used overseas, will be utilised strictly in accordance with the relevant exchange control regulations issued and as amended by the Reserve Bank of India (RBI) from time to time. In the event Card Member exceeds their entitlements as per the exchange control guidelines of RBI, Card Member undertakes to bring the same immediately to the notice of ICICI Bank Limited in writing. Further, Card Member also agrees and understands that if Card Member is required to get their passport endorsed for any charges incurred by me/us as stipulated by RBI, the onus of getting their passport endorsed will lie entirely on Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, Card Member will be liable for any action under the Foreign Exchange Management Act, 1999, as amended and be debarred from the Credit Card facility either of ICICI Bank or by RBI.

5. Card Member gives consent to ICICI Bank for linking Card with any existing ICICI Bank Savings/Current Account, Card Member further understands that this would enable them to access their ICICI Bank Credit Card Account using the existing User ID provided to them under the ICICI Bank Savings/Current Account, if any, through Internet Banking and iMobile Pay app. I further understand that I may delink my ICICI Bank Savings/Current Account from my ICICI Bank Credit Card by calling ICICI Bank Customer Care.

6. Card Member understands that any change(s) in the Terms and Conditions will be communicated to Card Member and will also be available to him/her on request.

7. Card Member has understood these Terms and Conditions and MITC and agrees to abide by them.

8. Card Member further declares that in the event of change in address due to relocation or any other reason, Card Member would intimate the new address to the Bank within 2 weeks of such a change.

9. Card Member further declares except to the extent disclosed to ICICI Bank, no director or a relative/near relation (as specified by RBI) of a director of a banking company (including ICICI Bank) or a relative/near relation (as specified by RBI) of a senior officer of ICICI Bank (as specified by RBI) is: the applicant(s), or a partner of the applicant's concern, trustee, member, director, manager, employee of our concern or of the applicant's subsidiary or applicant's holding

company, or a guarantor on such applicant's behalf, or holds substantial interest in applicant's concern or applicant's subsidiary or holding company.

10. This co-brand agreement includes revenue sharing between two parties as a part of the terms agreed to by Amazon.in and ICICI Bank.

11. The Borrower agrees that the Bank may suspend usage of the sanctioned limits in the event the Borrower is declared a wilful defaulter under the applicable RBI regulations and guidelines.

12. The Borrower shall at his/her own expense, allow ICICI Bank to appoint auditors (or award a separate mandate to the Borrower's auditors), chartered accountants, cost accountants, forensic experts or other consultants for carrying out concurrent or special audit or examination of the Borrower, where such audit or examination is required to be conducted pursuant to regulatory requirements.

13. The Borrower shall promptly notify ICICI Bank upon being declared a wilful defaulter.

XXXV. Change of Banking Partner

Subject to applicable law and relevant approvals, Amazon has the right to initiate a transfer of the co-brand relationship to another bank, at its sole discretion. On invocation of such right, ICICI Bank will transfer Card Member data, obligations and outstanding to such successor bank, as may be appointed, with prior notice to the Card Member. The Card Member hereby consents to such transfer of Card Members data with such successor bank as may be appointed by Amazon. The Card Member can opt out at any point of time by cancelling the Card and paying all the outstanding dues.

XXXVI. Governing online Savings Account opened as an additional product, with an Amazon Pay ICICI Bank Credit Card.

These Terms and Conditions apply to and regulate the opening and operations of online Savings Account ('Account/Savings Account') offered by ICICI Bank limited ('ICICI Bank'), having its registered office at: ICICI Bank Tower, near Chakli Circle, Old Padra road, Vadodara, Gujarat, 390007 and corporate office at ICICI Bank Tower, Bandra Kurla Complex, Mumbai, Maharashtra - 400 051. These Terms will be in addition to and not in derogation of the Terms and Conditions, as may be applicable to the regular Savings Account and the Account variants ('primary terms and conditions'). In case of any inconsistency in the Primary Terms and Conditions, these terms will prevail. All capitalised terms used but not defined here, will have the respective meanings ascribed to them in the Primary Terms And Conditions.

1. Definitions:

In these Savings Account Terms, the following words and phrases will have the meaning stated here, unless indicated otherwise:

- 1.1. 'Customer' will mean a resident Indian individual who successfully opens a Savings Account through the online journey, for availing the Amazon Pay ICICI Bank Credit Card facility;
- 1.2. 'Electronic Signature/E-Signature' will mean a mode/means of authentication, recognised under the Information Technology Act, 2000 and used for authenticating/execution of the Online Application Form/other ancillary documents and/or operation of the online Savings Account;
- 1.3. 'KYC' will mean the 'Know Your Customer' process to be completed by ICICI Bank, as per regulations;
- 1.4. 'MAB' means the Monthly Average Balance that the Customer may need to maintain, as per these Terms;
- 1.5. 'Online Application Form' will mean the form submitted through the Website, as defined below, for availing the Amazon Pay ICICI Bank Credit Card facility offered by ICICI Bank in association with Amazon Pay (India) Private Limited ('Amazon'), along with a Savings Account opted for by the Customer as an additional product;
- 1.6. 'Video KYC process' will mean the process of KYC verification conducted through a video call feature supported by ICICI Bank, in line with existing regulations and ICICI Bank

policy;

1.7. 'Website' refers to the website of ICICI Bank (www.icicibank.com).

2. Interpretation:

- 2.1. All references to singular include plural and vice versa and the word 'includes' should be understood as 'without limitation'.
- 2.2. Words importing any gender include the other gender.
- 2.3. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- 2.4. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of these Terms and Conditions.
- 2.5. Reference to any 'law or legislation, regulation, rule' will mean, applicable constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.

3. Applicability of the Terms

These Terms and Primary Terms and Conditions form the express contract between the Customer and ICICI Bank. The Customer will apply to ICICI Bank in the prescribed form for opening the Savings Account. By applying, the Customer acknowledges that he/she has/have read, understood and accepted these Terms and the Primary Terms and Conditions included here by reference.

4. General and Account Specific Terms

4.1. Eligibility Criteria:

- The Savings Account can be opened only by a Customer above the age of 18 years.
- The Savings Account is to be opened by the Customer in his/her own name and is not available for joint accountholding pattern and customers.
- The Customer opening a Savings Account will not have any existing liability relationship (including but not limited to Savings Account, Deposits etc.) with ICICI Bank.
- Any other eligibility criteria as specified in the Account variant terms and conditions under Section 4.2.

4.2. Account variant specific terms for Savings Account offered along with Amazon Pay ICICI Bank Credit Card:

- a. Savings Account will be opened only once the Video KYC process for Amazon Pay ICICI Bank Credit Card is completed successfully.
- b. Savings Account will not be opened if the application for Amazon Pay ICICI Bank Credit Card is rejected for any reason/s whatsoever.
- c. In case there are no transactions in the Savings Account/s in the first 3 months of opening of the SavingsAccount/s, ICICI Bank may at its discretion, with prior notice close/freeze the Savings Account/s.
- d. ICICI Bank's decision on all matters relating to the Savings Account/s will be final and binding on the Customer.
- e. The Customer acknowledges that ICICI Bank may also choose to freeze/close the Savings Account with prior notice if the Customer conducts the Savings Account in an unsatisfactory manner, including but not limited to not providing the correct/providing insufficient documents/details to ICICI Bank at the time of opening the Savings Account, performing transactions in violation of these Terms and/or in violation of the Primary Terms and Conditions.
- f. The Customer will share all information sought in the online Savings Account opening process. If any information/data field of the Savings Account opening process is left

blank or is filled with incorrect or incomplete data, ICICI Bank may reject the Online Application Form. The Customer agrees to adhere to and comply with all such terms and conditions as may be prescribed by ICICI Bank or third party from time to time, for all transactions, products, offers and services for and in respect of the Savings Account. These terms and conditions pertaining to the Savings Account are in addition to and not in derogation of other conditions under these Terms and Primary Terms and Conditions.

- g. (As per Savings Account variant) The Customer agrees to and understands the requirement of maintaining MAB and understands that non-maintenance of MAB will attract applicable charges. A copy of such charges, tariff guidelines/schedule of charges have been shared with the Customer along with Online Application Form. The Customer has understood the charges applicable to the Savings Account variant chosen by him/her. The Bank will have a right to debit the Savings Account for charges as applicable and related services availed by the Customer.
- h. The Customer is aware that there are various options provided by ICICI Bank for establishing his/her identity/address proof for opening online ICICI Bank Savings Account & he/she provides his/her voluntary consent to ICICI Bank and its representatives to use his/her Aadhaar details for E-KYC authentication and consents (i) to establish his/her identity/address proof and verify his/her mobile number by Aadhaar based authentication system through One Time Pin (OTP); (ii) share his/her Aadhaar details with UIDAI, NPCI, concerned regulatory or statutory authorities as required under applicable laws; (iii) to collect, store and use the Aadhaar details and update his/her mobile number in the records of ICICI Bank for sending SMS/other communications. b. Further, the Customer has also been informed of the following & he/she agrees with the terms mentioned below pertaining to Aadhaar based authentication/verification: (i) upon authentication, UIDAI may share with ICICI Bank my demographic information including photograph which ICICI Bank may use for opening Customer's online ICICI Bank Savings Account; (ii) Customer's Aadhaar details (including his/her demographic information) shared by UIDAI will not be used for any purpose other than the purpose mentioned above or as per requirements of law; (iii) Customer's biometric information will not be stored by ICICI Bank.
- i. For Primary Terms and Conditions applicable on regular Savings Account, click [here](#).

5. Acceptance of Terms and Conditions

- 5.1. By affixing E-signature on the Online Application Form during the Savings Account opening process, the Customer will be deemed to have accorded their approval/consent to (i) the application for opening the Savings Account and the declarations and terms and conditions on the Online Application Form (ii) the consents (including but not limited to Aadhaar consent), authorisations, declarations and undertakings etc. mentioned there, (iii) nomination declaration (iv) FATCA declaration (v) these Terms, Video KYC process terms, and the Primary Terms and Conditions (vi) Savings Account opening process.
- 5.2. The Customer agrees and understands that E-signature facility is being provided through a third party platform and is available for use on the Website. ICICI Bank will not be liable for any mismatch in E-signature or failure of authentication in any manner.

6. Miscellaneous

- 6.1. The Customer understands that ICICI Bank will issue a standard Debit Card with Customer Name as mentioned on the Online Application Form. Customers can choose their desired transaction limits by using the 'Set your own Transaction Limit' feature through iMobile Pay, Internet Banking or by calling ICICI Bank Customer Care.
- 6.2. Customer agrees and understands that the Debit Card for the Savings Account will be dispatched to the communication address mentioned by the Customer while opening the Savings Account.

- 6.3. Customer agrees that all costs incurred at the Customer's end (technical/data plan related or otherwise) for completing the Savings Account opening process will be borne by the Customer solely.
- 6.4. Customer agrees that ICICI Bank will not be liable for any connectivity/signal/data related issues leading to incomplete information/application being provided by the Customer.
- 6.5. In case the Online Application Form is not completed/submitted for any reason, the Customer permits ICICI Bank to contact him/her for offline Account opening.
- 6.6. Customer agrees to indemnify, defend and hold harmless ICICI Bank from and against any and all liabilities, losses that may occur from reliance by ICICI Bank on the information, declarations, documents, images and undertakings etc. provided by the Customer (on account of them being fake/incorrect/erroneous), the usage of online mode for Account opening, operation or use of the Savings Account or breach, non-performance or inadequate performance by the Customer of any of these Terms and the Primary Terms and Conditions or the acts, not-errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- 6.7. Customer agrees and understands that for he/she can avail Internet Banking facility on the Savings Account, only by generating the Internet Banking User ID and Password from the Website.
- 6.8. Customer agrees and understands that the nomination details cannot be filled in by him/her during online Account opening. In case the Customer wants to add the nomination details, he/she will need to do it online or by visiting the nearest ICICI Bank Branch post Account opening.
- 6.9. Customer agrees, understands, consents to receive and authorises ICICI Bank and its affiliates/group companies to reach him/her or send any communication pertaining to his/her Savings Account and related services/facilities/special offers, or any other relationship held by him/her with ICICI Bank, or in relation to various products, offers and services provided by ICICI Bank/its group companies, through registered e-mail, phone number, SMS, WhatsApp message or any other electronic mode or other messaging or social media platforms. ICICI Bank will send One Time Pin (OTP) on the registered mobile number. This consent will override any DND/DNC registered with ICICI Bank with respect to Savings Account/any other relationship with ICICI Bank and any other services/facilities/offers provided by ICICI Bank. Customer understands and agrees that the e-mail provider/WhatsApp or any other service providers can review/monitor the contents shared/communicated through e-mail provider/WhatsApp or other service providers. Customer understands that such electronic mode of communication(s) are subject to the terms and conditions of the respective service provider and agrees to comply with the terms of use of e-mail/WhatsApp, SMS, or any other electronic mode, as applicable and updated/modified by the service provider from time to time.
- 6.10. ICICI Bank advises the Card Member to comply with the PML Rules, in case of any update in the documents submitted by him/her at the time of establishment of business relationship/Account-based relationship and thereafter, as necessary, he/she will submit to ICICI Bank, the update of such documents. This will be done within 30 days of the update of the documents for updating the records at ICICI Bank.

7. Change of Terms

- 7.1. ICICI Bank will have the absolute discretion to amend or supplement any of the Terms at any time. ICICI Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by ICICI Bank. Customer will be responsible for regularly reviewing these Terms including amendments as may be posted on the Website.
- 7.2. If Customer chooses keep availing the facilities and services associated with the Savings Account, the Customer would be presumed to have accepted the change in the applicable terms and conditions.

8. Limitation of Liability

ICICI Bank will neither be responsible nor be liable for and towards any claims, services, and/or any product offerings including but not limited to the Savings Account closure/termination and collection of applicable service charges/non maintenance of MAB charges/premature withdrawal charges as updated on the Website.

9. Force Majeure

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

10. Governing Law

The laws of India will govern these Terms. The Parties agree that any legal action or proceedings arising out of the Terms, will 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 Customer consents to that jurisdiction.

11. Promotional Offers

Customer understands that any promotional offers/benefits/discounts will be made available at the discretion of ICICI Bank and will be subject to the terms and conditions stipulated by third parties with respect to such offers/benefits/discounts.

ICICI Bank Limited

Registered Office: Landmark, Race Course Circle, Vadodara - 390 007

Corporate Office: ICICI Bank Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 .

XXXVII New Norms for Credit Card Application Form

With reference to the financial assistance/credit facility in the form of Credit Card being availed by me/us on the date mentioned here from ICICI Bank Limited ('ICICI Bank') through Credit Card application form, I/we confirm having understood the concepts and illustrative examples (as detailed below) relating to due dates, classification of borrowable Accounts as Special Mention Account ('SMA') or Non Performing Asset ('NPA') in the course of the conduct of the accounts.

Concepts/clarifications/illustrative examples on due dates and specification of SMA/NPA classification dates

Dues mean, the principal/interest/any charges levied on the Loan Account which are payable within the period stipulated as per the terms of sanction of the credit facility.

Overdue means, the principal/interest/any charges levied on the Loan Account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the Bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the Bank.

- I. Classification as Special Mention Account and Non-Performing Asset-
Lending institution (i.e. ICICI Bank) will recognise the incipient stress in Loan Accounts, immediately on default, by classifying them as SMA.

The basis of classification of SMA category will be as follows:

Loans in the nature of Term Loans			Loans in the nature of Cash Credit/ Overdraft		
SMA categories	Sub-categories	Basis of classification – Principal or interest payment or any other amount wholly or partly overdue	SMA categories	Sub-categories	Basis of classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower for the period of
SMA-0		Up to 30 days			
SMA-1		More than 30 days and up to 60 days	SMA-1		More than 30 day and up to 60 s days
SMA-2		More than 60 days and up to 90 days	SMA-2		More than 60 day and up to 90 s days

Non-Performing Asset - NPA is a loan or an advance where:

- i. interest and/or instalment of principal remains overdue for more than 90 days in respect of a Term Loan,
- ii. account remains 'out of order' as indicated below, in respect of an overdraft/cash credit ('OD/CC'),
- iii. bill remains overdue for more than 90 days in the case of bills purchased and discounted,
- iv. instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- v. instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

An Account will be treated as 'out of order' if:

- i. the outstanding balance in the OD/CC Account remains continuously in excess of the sanctioned limit/drawing power for 90 days;
 - ii. the outstanding balance in the OD/CC Account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the OD/CC Account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days.
- II. Illustrative movement of an Account to SMA category to NPA category based on delay/non-payment of dues and subsequent upgradation to standard category at day end process:

Due date of payment		Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date / SMA class date	NPA Categorisation	NPA Date
01.01.2022		01.01.2022	Entire dues up to 01.01.2022	0	NIL	NA	NA	NA
01.02.2022		01.02.2022	Partly paid dues of 01.02.2022	1	SMA 0	01.02.2022	NA	NA
01.02.2022		02.02.2022	Partly paid dues of 01.02.2022	2	SMA 0	01.02.2022	NA	NA
01.03.2022			Dues of 01.02.2022 not fully paid 01.03.2022 is	29	SMA 0	01.02.2022	NA	NA

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date / SMA class date	NPA Categorisation	NPA Date
		also due at EOD 01.03.2022					
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA 1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA 2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022 / 02.04.2022	NA	NA

		No payment of dues of 01.02.2022 till 01.05.22 at EOD 02.05.2022	91	NPA	NA	NPA	2.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	2.05.2022
01.07.2022	1.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	2.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	2.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022 but not paid the dues of 01.09.2022	1	NPA	NA	NPA	2.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with no over dues	NA	NA	STD from 01.10.2022

- a) Account will be moved out from NPA to Standard only after payment of all pending dues in Credit Card and other products.
- b) If customer has a banking exposure with ICICI Bank of more than Rs 5 crore and the Account becomes overdue, then the Account will be reported to RBI as SMA.

III. Reporting to Credit Bureau - All overdue Accounts are reported to Credit Bureau on a monthly basis.

I/We understand that the clarifications/examples mentioned here are only illustrative in nature covering common scenarios and that the norms and clarifications provided by Reserve Bank of India from time to time will prevail.