

Expressions Business Debit Cards - Terms & Conditions

These Terms and Conditions (the "Terms") apply to and regulate the ICICI Bank 'Expressions Business Debit Card' ("Expressions Card") provided by ICICI Bank and are in addition to and not in derogation of the Terms and Conditions governing the Debit Card facilities of ICICI Bank (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 shall prevail. Terms used in capitalized form, however not defined herein under, shall have the meaning assigned to them under the Primary Terms and Conditions.

1. DEFINITIONS:

In the Terms, unless there is anything repugnant to the subject or context thereof, the following words/expressions shall have the meaning as stated herein under:

1.1 "Application" or the "Card Application" shall refer to the application made by a customer to ICICI Bank for the issuance of a Card. The Application shall be in the form of a request made in the manner and format prescribed by ICICI Bank on the Website, and shall form an integral part of these Terms and Conditions.

1.2 "Expressions Card" or "Card" refers to the image/picture debit card issued by ICICI Bank, in accordance with these terms and conditions.

1.3 "Cardholder" shall mean the individual who makes an Application for the issuance of, and to whom the Card has been issued by ICICI Bank, subject to such terms and conditions as may be specified by ICICI Bank, and who is authorized to hold and use the Card.

1.4 "Image", shall refer to the picture/s, photograph/s, image/s, design/s, mark/s, word/s or any such content that is submitted by the Cardholder on the Website for the purposes of availing an Expressions Card. The size of the Image uploaded on the Website should be between 100 KB and 10 MB.

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

1.6 "Image Checking Guidelines" shall refer to the guidelines issued by the Partner Institution/s of ICICI Bank for submission of Cardholder images.

1.7 'Partner Institution/s', shall mean Serverside and Thales DIS India Pvt Ltd.

1.8 "Website" shall mean ICICI Bank Expressions Debit Card website hosted at www.icicibank.com.

1.9 "Intellectual Property" means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licences, franchises, formulae, designs, rights of confidential information and all other intellectual property.

1.10 "Intellectual Property Rights" means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).

2. APPLICABILITY OF TERMS:

2.1 The Cardholder shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by submitting the Application for the Card and/or by signing on the reverse of the Card, or by performing a Transaction or by accepting the Card, in the form and manner prescribed by ICICI Bank from time to time.

2.2 The usage of the products and services available through various channels of ICICI Bank, including but not limited to internet banking and phone banking facilities, with the use of Card, shall be subject to such primary terms and conditions as applicable for such channels/products/services and as specified by ICICI Bank from time to time.

3. IMAGE SUBMISSION POLICY:

3.1 The Cardholder represents and warrants that the Cardholder owns/is a valid licensee of all the Intellectual Property contained in the Image.

3.2 To the extent that ICICI Bank provides the Cardholder the services relating to the Expressions Card, the Cardholder agrees and hereby grants, and further, represents and warrants that the Cardholder has the adequate right and power to grant ICICI Bank, and the Partner Institution/s, an irrevocable, non-transferable, royalty-free, worldwide right to use to use, modify, print/emboss, store and reproduce the Image.

3.3 ICICI Bank understands that the Image is the Intellectual Property of the Cardholder and ICICI Bank claims no right, interest, title over the Image. The Cardholder continues to retain all Intellectual Property Rights in the Image.

3.4 The Cardholder further represents that the use of Image by ICICI Bank and/or the Partner Institution/s in accordance with the terms and does not violate the Intellectual Property Rights of third parties or any other rights of any third party and any applicable laws or regulations in force.

3.5 The Cardholder is solely responsible for the Image. ICICI is providing this service at the request of the Cardholder, and shall not be liable for any claims relating to the Image.

3.6 The Cardholder agrees that any dispute between the Cardholder and any third party with regard to the Images submitted by the Cardholder shall be resolved between them

without involving ICICI Bank in such dispute. ICICI Bank shall not be liable for any loss/damage/harm suffered by either the Cardholder or any third party in this regard.

3.7 The Images are required to adhere to the Image Checking Guidelines, as uploaded on the Website.

3.8 The Expressions Card will be issued after approval of the Image as per the Image Checking Guidelines. On successful approval of Image, the Card Application will be processed. In the event the Image does not meet the Image Checking Guidelines, the Card Application request will be declined.

3.9 The Image uploaded by the Cardholder should be free from any Spyware, Malware, Virus or any other content which is harmful ICICI Bank or its Partner Institution/s.

4. ISSUANCE OF CARDS:

4.1 ICICI Bank may issue the Expressions Card pursuant to the Cardholder making an Application for the Expressions Card and agreeing to the applicable terms and conditions in the form and manner prescribed by ICICI Bank in this regard. ICICI Bank shall maintain records of these Applications and other consents/instructions in such manner as may be deemed suitable by ICICI Bank.

4.2 The Expressions Card shall be activated subject to approval of the Card Application by the Bank.

4.3 The Expressions Card will be dispatched to the communication address, as specified by the Cardholder in the Application within 10 working days of the approval of the Application by ICICI Bank.

4.4 The Cardholder shall be bound to comply with these Terms and Conditions and all the policies stipulated by ICICI Bank from time to time in relation to the Card. ICICI Bank may, at its sole discretion, refuse to accept the Application or to issue Card to the Cardholder.

5. REPLACEMENT, EXPIRATION AND TERMINATION:

5.1 The Image on the Expressions Card may be changed by the Cardholder through a new request by placing an Application, on the Website. The applicable fee of Rs. 599/- (plus service tax) will be charged for every replacement card issued for new Image uploaded.

5.2 cases where the Expressions Card is lost, stolen or damaged, and a request for a replacement card is placed, the Cardholder must specify whether the new Card to be issued by ICICI Bank, is to contain the same Image as the current Expressions Card, held by the Cardholder, or whether the Cardholder is requesting for issue of a standard debit

card, without any personalized Image. In case the Cardholder does not provide ICICI Bank with instructions regarding the same, the Cardholder shall receive a Card with the same Image as the previous Card.

5.3 The Card is valid up to a period of Seven (7) years from the date of issuance embossed on the Card. ICICI Bank may, at any time, with or without notice, at its absolute discretion, terminate the Card.

5.4 On expiry of the Expressions Card, a new standard Debit Card will be issued to the Cardholder without any personalized Image. In the event the Cardholder requires an Expressions Card, he/she may apply for a new Card on the ICICI Bank Website. The applicable charges for Expressions Card, will be deducted from the Cardholder's account.

5.5 If at any time, after the issuance of the Expressions Card, it is found that the Image uploaded by the Cardholder violates any Intellectual Property Rights of third parties, and any applicable laws or regulations in force or any other terms and conditions/guidelines relating to the use of the Expressions Card, or the Cardholder does not have the sufficient rights for the Image, or the Image on the card infringes the rights of any third party, the Expressions Card will be blocked permanently for usage at any ATM, retail or online merchant. In such a scenario, without prejudice to the Indemnity payable by the Cardholder to ICICI Bank, the Cardholder may apply for a standard debit card, without any personalized image.

6. INDEMNIFICATION BY CARDHOLDER:

In consideration of ICICI Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep ICICI Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs) (hereinafter 'Claim'), charges and expenses whatsoever which ICICI Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of:

- (i) any violation, breach or alleged breach of the Terms by the Cardholder
- (ii) providing the Cardholder the said facility of the Card;
- (iii) the negligence, mistake or misconduct of the Cardholder (directly or indirectly);
- (iv) any Claim relating to infringement or alleged infringement of Intellectual Property Rights ,
- (v) violation of any legal, statutory or regulatory guidelines regarding use of Images;
- (vi) any action, suit or claim by any third party arising out of the usage of the Image by ICICI Bank and/or the Partner Institution/s

(vii) any Claim where the Cardholder has violated the Image Checking Guidelines uploaded on the Website;

(viii) any Claim from third parties relating to the credit, character and reputation (including actual or perceived loss of reputation, defamation or the like), alleged to have been caused by the Image on the Expressions Card. The liability arising under this Claim shall be the sole responsibility of the Cardholder, on whose request the Image is uploaded by ICICI on the Expressions Card;

(ix) breach or non-compliance of these terms and conditions;

(x) fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents;

(xi) ATM/POS machine error or failure or other mechanical/system error/failure;

(xii) collection of all money due and payable (including applicable costs, charges and fees) by the Cardholder, and/or;

(xiii) misplacement by the courier or loss-in-transit of the Card and/or PIN.

(xiv) any issues arising out of Spyware/Viruses/Malware in the Images uploaded through the Website.

Additionally, as per the representations given earlier in Clause 3, the Cardholder agrees to indemnify and agreed to hold ICICI Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

7. EXCLUSION OF LIABILITY OF ICICI BANK:

ICICI Bank shall be under no liability whatsoever in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like) (hereinafter 'Dispute') and costs, charges and expenses whatsoever, arising directly or indirectly out of:

(i) Any use of the Expressions Card and/or PIN;

(ii) Any Dispute relating to infringement or alleged infringement of Intellectual Property Rights and legal or regulatory guidelines regarding use of Images;

(iii) Any action, suit or claim by any third party where the Cardholder has violated the Image Checking Guidelines uploaded on the Website.

(iv) Any Disputes from third parties relating to the credit, character and reputation (including actual or perceived loss of reputation, defamation or the like), alleged to have been caused by the Image on the Expressions Card. The settlement of this Dispute shall

be the sole responsibility of the Cardholder, on whose request the Image is uploaded by ICICI on the Expressions Card;

(v) The refusal by any person or Merchant Establishments in honoring or accepting the Expressions Card;

(vi) Any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Expressions Card and/or PIN or otherwise;

(vii) Misuse or fraudulent use of the Expressions Card by any person including the Cardholder;

(viii) Any statement made by any person requesting to a surrender/cancellation of the Expressions Card or any act performed by any person in conjunction thereto;

(ix) Handing over of the Expressions Card by the Cardholder to a person other than the designated employees of ICICI Bank at ICICI Bank's premises;

(x) The exercise by ICICI Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/ or procured by ICICI Bank or by any other person or ATMs/POS terminals;

(xi) The exercise by ICICI Bank of its right to terminate any Expressions Card;

(xii) The re-possession/cancellation of the Expressions Card and/or request for its return;

(xiii) Any mis-statement, mis-representation, error or omission in any details disclosed to ICICI Bank.

8. FEES AND CHARGES:

8.1 A fee of Rs. 599/- (plus GST) will be deducted from the Cardholder's Account on applying for the Expressions Debit Card and an annual fee of Rs.599/-(plus GST) will be deducted from Cardholder's Account from second year onwards. This request will be processed subject to sufficient availability of funds in the Cardholder's account on the date of processing of the Card Application.

8.2 The Image on the ICICI Bank Expressions Debit Card can be changed as per the Cardholder's convenience, at any time, by a new Card Application and uploading of an Image by the Cardholder on the Expressions Card Website. A fee of Rs. 599/- (plus GST) will be charged on the Expressions Card for every instance where a new Image is uploaded on the Expressions Card.

8.3 In cases where the Expressions Debit Card is lost, stolen or damaged, a new card with the same Image may be requested by contacting the ICICI Bank customer care or

the Cardholder may visit any ICICI Bank Branch. A fee of Rs. 200/- (Plus GST) will be charged on the card for the new debit card.

8.4 Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon ICICI Bank (either directly or indirectly), ICICI Bank shall debit such charges, duty or tax against the balance available in the Cardholder's account linked with the Card. In addition, operators of Networks may impose an additional charge for each use of their POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the balance available on the Card. There will be separate service charges levied for such facilities as may be announced by ICICI Bank from time to time and deducted from the balance available on Card. In the situation that the balance available on the Card is not sufficient to deduct such fees, ICICI Bank reserves the right to deny any further Transactions.

8.5 The Cardholder also authorizes ICICI Bank to deduct from the balance available in the account linked to the Card, and indemnifies ICICI Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card (including without limitation reasonable legal fees). ICICI Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time by updating these Terms and Conditions. The Cardholder authorizes ICICI Bank to recover all charges related to the Card as determined by ICICI Bank from time to time by debiting the balance available in the account linked to the Card. Details of the applicable fees and charges as stipulated by ICICI Bank shall be displayed on the website and/or at selected ICICI Bank Branch locations.

9. NOTIFICATION OF CHANGES AND OTHER PROVISIONS:

9.1 ICICI Bank shall have the absolute discretion to amend or supplement any of these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The balance available on the Card shall be liable to be utilized for all charges incurred and all other obligations under the revised Terms and Conditions.

9.2 ICICI Bank shall notify / communicate the amended Terms and Conditions by hosting the same on the ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder shall be responsible for regularly viewing these Terms and Conditions, including amendments thereto as may be posted on ICICI Bank's website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card.

9.3 The Card and the Cardholder's obligations under these Terms and Conditions may not be assigned. ICICI Bank may transfer its rights under these Terms and Conditions. Use of the Card is subject to all applicable rules and customs of any clearing house or other association involved in Transactions. ICICI Bank does not waive its rights by delaying or failing to exercise them at anytime. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable under any rule, law, or

regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms and Conditions shall not be affected.

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