



**Registered Office:** Landmark, Race Course Circle, Vadodara 390 007. **Corporate Office:** ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

**Operations Office:** Empire Building, 414, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013.

### **Terms & Conditions governing the use of C Query Card provided by ICICI Bank Limited**

**Definitions:** In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

**"Account/s"** shall mean the Current account and or any other type of account so maintained by the Customer with ICICI Bank for which the Facility is being offered or may be offered in future as specified by ICICI Bank from time to time (each an "Account" and collectively "Accounts");

**"Affiliate"** of ICICI Bank shall mean and include: (a) any company which is the holding company or subsidiary of ICICI Bank, or (b) a person under the control of or under common control with ICICI Bank, or (c) any person, in which ICICI Bank has a direct or beneficial interest or control in more than 26% of the voting securities of such person. For the purpose of this definition of Affiliate and the Terms, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and

**"Person"** means a sole proprietor, a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

**"Customer"** shall mean a person/entity who is holding an Account and who is issued C Query Card.

**"C Query Card"** shall mean the view only card issued by ICICI Bank to its Customer.

**"Facility"** shall mean access to any or all of the Services through C Query Cards.

**"ICICI Bank"** shall mean ICICI Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

**"ICICI Bank 24-Hour Customer Care Centre"** refers to ICICI Bank - Phone Banking Service provided by ICICI Bank to the Card Members.

**"Personal Information"** refers to the information pertaining to the Customer and/or the Accounts available with ICICI Bank.

**"PIN"** means the four digit Personal Identification Number allocated to the Customer, in relation to a particular C Query Card, by ICICI Bank in the manner as specified by ICICI Bank, from time to time, in relation to the C Query Card.

**"POS Terminal"** shall mean terminal where the C Query Card needs to be swiped and authenticated based on the PIN and attached to a personnel computer.

**"Services"** include: a) Account Information –of all accounts mapped/linked to the C Query card. b) Balance enquiry and Mini Statement – Online balance (Available, Float, Fixed Deposit and Effective Available Balances) and last ten transactions in the Account. c) Full Statement – Account statement for a period of one month can be displayed on the screen. d) Transaction Status – Query pad either on period or cheque number or cheque amount. e) Cheque Clearing Status and such services as provided by ICICI Bank from time to time through C Query Card. Additionally, ICICI Bank shall also endeavor to provide, as per its discretion, priority servicing at its designated branches for the aforementioned Services to the Customers.

**"Terms"** refer to terms and conditions in connection with the Facility as set out herein, or as may be stipulated by ICICI Bank from time to time in relation to the Facility.

**"User"** shall mean the person or persons, including the Customer, to whom, the Customer, in its discretion and with or without knowledge to ICICI Bank access to the Services through the C Query Card.

**"Website"** refers to [www.icicibank.com](http://www.icicibank.com) & [www.ebusiness.icicibank.com](http://www.ebusiness.icicibank.com) or any other website as may be notified by ICICI Bank from time to time.

In this document all reference to Customer in masculine gender shall be deemed to include the feminine gender.

#### **Applicability of Terms and Conditions**

These Terms shall form the contract between the Customer and ICICI Bank in relation to the Facility; the Facility shall be further subject to such terms as ICICI Bank may agree with any other service providers or third parties as are necessary in relation to the provision of the Facility. These Terms shall be in addition to and not in derogation of the terms and conditions governing any Account of the Customer and / or any other product / services provided by ICICI Bank. Upon utilisation of the C Query Card of the Application Form, the Customer shall be deemed to have accepted all the Terms contained herein.

#### **Application**

A Customer can, from time to time or at one time, request for multiple C Query Cards (at no point exceeding 10) to be issued to it. Each such request shall be made through the Application Form to a branch of ICICI Bank where the Facility is provided by ICICI Bank from time to time. The Customer agrees to provide such details to ICICI Bank as ICICI Bank may require for purposes of offering the Facility to the Customer. The C Query Cards shall be provided to the Customers after a minimum of 2 working days from the date of receipt of the Application Form by ICICI Bank.

#### **Availability & Disclosure**

ICICI Bank shall endeavor to provide to the Customer such of the Services as ICICI Bank may decide from time to time. ICICI Bank reserves the right to decide what Services may be offered to a Customer on each Account and such offers may differ from customer to customer. ICICI Bank may also make additions / deletions to the Services at its sole discretion. A maximum of 16 Accounts opened with ICICI Bank and attached to a particular Customer ID will be accessible through the Facility.

The Customer accepts that all information / instructions will be transmitted to and / or stored at various locations and be accessed by personnel of ICICI Bank (and its Affiliates or third party service providers or consultants or agents). ICICI Bank is authorized to provide any information or details relating to the Customer to third party in connection with the Facility and so far as is necessary to give effect to any instructions.

The Facility is made available to the Customer at his request at the sole discretion of ICICI Bank and may be discontinued by ICICI Bank at any time, without notice.

The C Query Card is not transferable and the usage is subject to the Terms mentioned herein and any additional conditions stipulated by ICICI Bank from time to time. No financial transactions including deposit of cash or cheque can be carried out through the C Query card and the Customer agrees that he or the User shall not use the C Query card for any purposes other than the Services as provided in the Terms.

#### **Mode and Manner of usage of the Facility**

ICICI Bank shall mail the C Query Card to the Customer at the address mentioned in the form in relation to the Accounts as provided by the Customer. In relation to every C Query Card requested, each Customer will also be issued a sealed envelope containing the PIN to gain access to the POS Terminal. The responsibility of keeping the PIN safely and confidentially and ensuring that it does not, at any time, come within the knowledge of a person not authorized by the Customer shall be that of the Customer. The Customer shall be solely responsible for the consequences arising out of the disclosure of the PIN and / or unauthorized use of the C Query Card and shall be liable for any increased liability which he may incur on account of unauthorized use of the PIN and C Query Card.

If a Customer/User forgets or misplaces the PIN in relation to any C Query Card issued to the Customer, such Customer should put up a request over the telephone through the ICICI Bank 24-Hour Customer Care Centre, or through such other mode as may be decided by ICICI Bank from time to time, for a fresh PIN. The selection of a new PIN and/or the replacement of C Query Card shall not be construed as the commencement of a new contract.

The Customers shall use / provide the C Query Card and the PIN, as per this Terms and Conditions. Upon ICICI Bank verifying the PIN, the User would be allowed access to information pertaining to the Services as available on the particular POS Terminal and / or with ICICI Bank. ICICI Bank shall have the right to, at its discretion, request the User for further information for authentication of the Customer's bona fides and / or credentials. ICICI Bank shall have no obligation to verify the authenticity information accessed by the Users through Services after they are authenticated by the use of the C Query Card and the PIN. ICICI Bank reserves the right to use any other information for authentication of the User.

The Facility would be available to the Customer (either by himself or through the Users) at POS Terminals during such timings as specified by ICICI Bank from time to time. The C Query Card would not serve as an identity proof or authorisation proof for any of the Accounts or details as required by a branch of ICICI Bank.

The User and the Customer shall be deemed to represent that the User is duly authorised by the Customer to use the C Query Card and is designated by the Customer to enquire and / or to seek information / in respect of the Account each time the User keys in a correct PIN at a POS Terminal.

#### **Authority to ICICI Bank**

The Customer irrevocably and unconditionally authorizes ICICI Bank to access all his Accounts for effecting transactions of the Customer through the Facility. The Customer further authorizes ICICI Bank to share, at its discretion, the information pertaining to the Accounts (including Personal Information) and / or the instructions given by the Customer, with such other persons, as may be required, for the purpose of accepting / executing request of the Customers.

#### **Requests/Instructions**

All the requests/instructions for availing the Facility shall be given by the Customer or the User on behalf of the Customer, in a manner acceptable to ICICI Bank. ICICI Bank shall not be required to independently verify the requests/instructions or the authority of any User to provide such instructions.

ICICI Bank states that it has no liability or obligation to keep a record of the request /instructions to provide information to the Customer / User or for verifying Customer's / User's

instructions. ICICI Bank may refuse to comply with the request/instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any request/instruction. ICICI Bank has the right to suspend the Facility if it has reason to believe that the Customer's request/ instructions will lead to or expose to direct or indirect loss to ICICI Bank or may require an indemnity from the Customer before continuing the Facility.

All instructions/requests, given by the Customer / User, either electronically or otherwise, are based upon the Customer's decisions and are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, and /or request with ICICI Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request.

#### **Disclaimer of Liability**

ICICI Bank does not hold out any warranty and makes no representation about the quality of the Facility. The Customer agrees and acknowledges that ICICI Bank shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the Customer and processed by ICICI Bank, information provided or disclosed by ICICI Bank regarding the Customer and/or the Accounts or any loss of any character or nature whatsoever and whether sustained by the Users or by any other person.

ICICI Bank does not hold out any warranty and makes no representation about the accuracy, authenticity, completeness of the communication provided through the Facility.

ICICI Bank shall not be liable for any unauthorized persons accessing the Services.

ICICI Bank shall not be responsible for any non-response or delay in responding due to any reason whatsoever, including due to damages caused to POS Terminal, failure of operational systems or any requirement of law or any other reason beyond the reasonable control of ICICI Bank.

ICICI Bank shall not be liable for any unauthorized persons accessing the records and / or Accounts / information through the C Query Card and the Customer hereby fully indemnifies and holds ICICI Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. ICICI Bank shall under, no circumstance, be held liable to the Customer if the Facility is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of ICICI Bank.

Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges (to be decided by ICICI Bank) and / or may result in suspension of the Facility to the Customer.

All the records of ICICI Bank arising in relation to the Facility, including the time of the request/instruction as recorded on the systems of ICICI Bank, shall be conclusive proof of the genuineness and accuracy of the request/instruction. .

ICICI Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Services.

#### **Indemnity**

The Customer agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and / or Affiliates is based on or arises in connection with the Facility with reference to: (i) a violation of the Terms by the /User; (ii) any unauthorized use of the Facility by the /User; (iii) any misrepresentation or breach of representation or warranty made by the Customer /User at the time opening of the Account or as contained herein; (iv) any breach of any covenant or obligation to be performed by the User hereunder; (v) due to ICICI Bank accepting and acting on any instruction given or deemed to have been given or purportedly given by the User by facsimile transmission and / or e-mail and / or telephone; or (vi) ICICI Bank executing the User's instructions or by reason of providing Facility by ICICI Bank or for any action taken or omitted to be taken by ICICI Bank and its officers, employees or agents, on the instructions of the User.

The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The Customer hereby agrees and understands that ICICI Bank shall not be liable, under any circumstances, for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person.

ICICI Bank will not be concerned with any dispute between the Customer and any other User, as long as the User has access to the C Query Card and the PIN in relation to the C Query Card. The Customer may however request ICICI Bank, after providing adequate information and authentication as required by ICICI Bank, to block any or all of the C Query Cards issued to the Customer, which request ICICI Bank shall endeavor to act upon. For re-activating any C Query Card, blocked earlier, the Customer shall submit a request letter to any ICICI Bank branch giving details of relevant card numbers, card name, etc. as may be required by ICICI Bank, from time to time.

The Customer agrees to indemnify and keep ICICI Bank indemnified in respect of all such instructions/requests made to ICICI Bank to block the usage of the C Query Cards from any Users and shall make good any loss incurred by ICICI Bank due to such blockage.

#### **Assignment**

The Customer, its successors and assigns are bound by the Terms governing the Facility and the Customer shall not be entitled to transfer or assign any of its rights and obligations under the Facility. ICICI Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Facility to any of its Affiliates.

#### **Applicability to Future Accounts**

ICICI Bank and the Customer agree that if the Customer opens any further Accounts with ICICI Bank/ subscribes to any of the products / services of ICICI Bank and ICICI Bank extends the Facility to such Accounts or products or services and the Customer opts for use thereof, then these Terms shall automatically apply to such further use of the Facility by the Customer / User. However, ICICI Bank may in its sole discretion decide to stop the Facility or not to extend the Facility to any new Accounts opened by the Customer with ICICI Bank and shall have no obligation to issue the C Query card to any Customers.

#### **Accuracy of Information**

The User is responsible for the correctness of information supplied to ICICI Bank for use of the Services and ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to ICICI Bank either in the Application or any other communication, it shall immediately advise ICICI Bank and ICICI Bank will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

#### **Termination**

The Customer may request for termination of the Facility (generally or specifically in relation to a particular C Query Card) any time by giving a prior written notice of at least 15 days to ICICI Bank. However ICICI Bank retains the right to terminate the Services as per its discretion with intimation to the Customer. The Customer will remain responsible for any use of the Facility until the time of such termination. ICICI Bank may withdraw or terminate the Facility anytime either entirely or with reference to a specific Service without assigning any reasons whatsoever. ICICI Bank may suspend or terminate the Facility without prior notice if the Customer, in ICICI Bank's discretion, has breached the Terms or due to any other reason as may be decided by ICICI Bank from time to time.

#### **General Conditions**

The Facility and/or the operations in the Account(s) shall be governed by the laws of India.

The clause headings in the Terms are only for convenience and do not affect the meaning of the relative clause.

ICICI Bank may sub-contract and employ agents / consultants / other persons to carry out any of its obligations hereunder.

ICICI Bank has the absolute discretion to amend or supplement any of the Terms at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible. By using the Facility thereafter, the Customer shall be deemed to have accepted the changed terms and conditions. Notices under these Terms may be given in writing by delivering them by hand or on ICICI Bank's website [www.icicibank.com](http://www.icicibank.com) & [www.ebusiness.icicibank.com](http://www.ebusiness.icicibank.com) or by sending them by post to the last address given by the Customer and in the case of ICICI Bank, to its operations office address as set out herein above. In addition, ICICI Bank may also publish notices of general nature, which are applicable to all Customers in a newspaper or on its website at [www.icicibank.com](http://www.icicibank.com) & [www.ebusiness.icicibank.com](http://www.ebusiness.icicibank.com). Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

The Customer and ICICI Bank hereby agree that any legal action or proceedings arising out of the Terms / the transactions contemplated herein shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the exclusive jurisdiction of such courts and tribunals. ICICI Bank may, however, in their absolute discretion commence any legal action or proceedings arising out of the Terms / the transactions contemplated herein in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceable but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

#### **Loss/ Theft of Cards**

The Customer shall be responsible for the safe custody of the C Query Card. In case of loss or theft of the C Query Card, the Customer shall advise any of our branches, preferably the ICICI Bank ATM card issuing branch as promptly as possible in writing, of the loss of C Query Card, however occurring. The Customer shall continue to be responsible and liable for all requests/instructions effected by the User. ICICI Bank on its discretion shall issue another C Query Card to the Customer, in lieu of lost / stolen C Query Card, upon receiving a request in writing from the Customer and payment of requisite charges as decided by ICICI Bank from time to time.

#### **Charges**

The Charges for the Facility shall be as specified by ICICI Bank from time to time at its Website.

#### **Surrender/ Replacement of Card**

The C Query Card issued to the Customer shall remain the property of ICICI Bank and will be surrendered to ICICI Bank, on request. The Customer shall return the C Query Card to ICICI Bank for cancellation in the event the Facility is no longer required by the Customer or if the Facility is withdrawn by ICICI Bank for any reason whatsoever. ICICI Bank, may, in its absolute discretion issue a replacement C Query Card or PIN or both on the same terms and conditions or such other terms and conditions as it may deem fit. Subject to the foregoing provisions, the User will not hold ICICI Bank liable in case of improper / fraudulent / unauthorized / duplicate / erroneous use of the C Query Card and / or the PIN through the C Query Card falling in the hands of any third party or through the PIN coming to the knowledge of any third party.