

ICICI BANK LIMITED

Terms and Conditions for Pockets Application

These Terms and Conditions apply to and regulate the provisions of specified products and services provided by ICICI Bank through the Pockets Mobile application. These Terms are in addition to and not in derogation to such other Terms and Conditions, as may be specified by ICICI Bank from time to time. An indicative list of the additional Terms and Conditions is as follows:

- ICICI Bank Prepaid Instrument Terms & Conditions
- ICICI Bank Savings Account Terms & Conditions
- ICICI Bank Net Banking Terms & Conditions
- ICICI Bank Mobile Banking Terms & Conditions
- ICICI Bank Credit Cards Terms & Conditions
- ICICI Bank Video KYC Terms & Conditions

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

1. Definitions

In these Terms, the following words and phrases will have the following meanings as set below, unless the context indicates otherwise:

"Account Holder" shall mean any person holding a Retail Savings Account, Credit Card or specified Prepaid Cards of ICICI Bank.

"Account/s" refers to the followings Savings Bank Account/s so maintained with ICICI Bank, which are eligible Account(s) for the purpose of availing products and services through this application.

"Affiliate/s" of ICICI Bank means and includes:

- i) any company which is the holding company or subsidiary of ICICI Bank, or
- ii) a person under the control of or under common control with ICICI Bank, or
- iii) any person, in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of the definition of “Affiliate”, “control” includes the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of the voting capital, by contract or otherwise.

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

“Existing To Bank” or “ETB” refers to any person who holds an active ICICI Bank Savings Account or an active ICICI Bank Credit Card with a registered mobile number.

“ICICI Bank” refers to ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949, having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007 and Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai - 400051.

“ICICI Bank 24-hour Customer Care” refers to the Phone Banking Services provided by ICICI Bank to the Users.

“New to Bank” or “NTB” refers to any person who does not have an existing / active relationship with ICICI Bank.

“Personal Information” will have the same meaning as ascribed to it under the IT Act, 2008.

“Registered Biller” to billers registered by the User for bill payment through the RIB Portal.

“Registered Payee” refers to a Payee (either having an ICICI Bank Account or any other Bank Account) registered for fund transfers by the User through RIB.

“Retail Internet Banking Platform” or “RIB” will mean the platform owned by ICICI Bank, through which it provides services to its customers.

“Services” refers to the products and services as made available by ICICI Bank to the Users through the Application from time to time and as specifically mentioned in clause 7 of the Terms.

"User" will mean an Account Holder of ICICI Bank, authorised and eligible to avail the Services. In case of the User being a minor, the legal guardian of such minor shall be permitted to avail the Services. Corporate Account holders are not eligible to register for Pockets. Any person who is above 18 years of age and falls under the definition of ETB /NTB and who has downloaded the Application and registered with ICICI Bank for availing the Services offered through the Application.

"User ID" will mean an RIB user's unique identification code through which a User can access products and services offered through the ICICI Bank RIB portal hosted on: <https://infinity.icicibank.com> and the iMobile Pay application of ICICI Bank.

"Wallet" refers to the virtual prepaid instrument offered by ICICI Bank through the Application, which is interoperable on card networks and UPI rails. The specific terms and conditions governing the use of the Wallet, which is an integral part of the Terms and Conditions are detailed in these Terms. The validity of the Wallet is five years from the date of issuance or last renewal. However, the wallet is renewed automatically after the expiry, as per applicable law.

As per Master Directions on Prepaid Payment Instruments (PPIs), 2021, issued by RBI, Wallets are prepaid instruments which are classified under two types viz. (i) Small PPIs and (ii) Full-KYCPPIs.

"Website" refers to the website owned, established and maintained by ICICI Bank hosted at the URL: www.icicibank.com .

2. INTERPRETATION

In these Terms, unless the contrary intention appears:

a. Any reference to:

- an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- an "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

- “Law” includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.
- b. the singular includes the plural (and vice versa);
- c. the headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;
- d. reference to the words “include” or “including” will be construed without limitation;
- e. reference to a gender shall include references to the female, male and neutral genders;

3. APPLICABILITY

These Terms form a binding contract between the User and ICICI Bank for availing Services through the Application. For availing the Services, the User shall first be required to register himself/herself on the Application, as per the instructions provided on the website. ICICI Bank will be entitled at its sole discretion to accept or reject such registration requests by the User/s and its decision in this regard will be final and binding. By registering on the Application, the User acknowledges that he/she has read, understood the Terms and accepts these Terms. While availing the Services through the Application, as applicable, the User may have to accept certain additional service Terms and Conditions or notes, with respect to the specific services, which will be communicated to the User and the User’s conduct of continuing to avail such specific services will amount to his/her acceptance of such Service Terms and will be binding on the User.

4. APPLICATION

The information provided to the User through the Application is not updated continuously but at regular intervals. Consequently, any information supplied to the User through the Application will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the User. ICICI Bank will not be liable for any loss that the User may suffer by relying on or acting on such information. In the event of any dispute, ICICI Bank's records will be binding as the conclusive evidence of the transactions carried out through the

Application in the absence of clear proof that ICICI Bank's records are erroneous or incomplete.

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

5. REGISTRATION

To avail services through the Application, the User has to first register himself / herself, the process for which will be followed by the User on the Application. Only the following Users are eligible to register - NTB, ETB, foreign nationals belonging to a G20 country / NRI with a valid passport residing in a G20 country.

ETB Users

If a User is an Account Holder, he / she can register himself / herself by authenticating themselves through the User ID/Password or Debit Grid Card validation or Credit Card PIN and then authenticating a One Time Password (OTP) sent over the registered mobile number. On successful authentication, a Wallet will be issued in the name of the User with the profile details provided /confirmed by him/her at the time of registration and the Wallet will be linked to the User ID of the User.

NTB Users

A NTB customer can register himself / herself by providing his / her profile details such as name, date of birth, gender and OVD and verifying himself/ herself with the OTP sent to their mobile number provided by him/her during the registration process. Once verification is successful, an MPIN of his/her choice will be created instantly for subsequent access to the Application and the Services offered through the Application.

Foreigner Nationals / NRI Users

A foreign national or NRI from a G20 country can register himself / herself on the Application using an Indian phone number (beginning with +91) or any non-Indian phone number (not beginning with +91) and providing additional profile details such as name, nationality, passport details etc. to activate Pockets, the User needs to complete KYC verification by visiting the nearest ICICI Bank Branch along with his / her original passport and visa/travel documents.

6. LOG IN TO APPLICATION

A User can log into the Pockets application after registering their mobile number with ICICI Bank and successfully completing the User registration process.

An Existing-to-Bank User can log in to the Application with the User ID/Password created at the time of registration or Debit Grid Card validation or Credit Card PIN validation. A New to Bank User can log into Pockets after validating his / her date of birth.

The User will be provided an access to the following upon successfully logging in:

- Pockets Wallet
- Linked ICICI Bank Savings Bank Account(s), Credit Card and Prepaid Cards if the User is an Account Holder of ICICI Bank and the Bank Account linked through UPI
- Services offered through the Application.

If the User has opted for biometric or a device ID login, then he/she can log into the Pockets app directly using the same.

The following mandatory permissions have to be granted by the User in favour of the Pockets Application:

- Allow Pockets to send and view SMS messages
- Allow Pockets to make and manage phone calls.

The Application may ask for other additional permissions as well, in order to avail certain add-on features within the Pockets application, as applicable.

7. SERVICES

Followings is an indicative list of the products and services, which will be offered through the Application. ICICI Bank reserves the right to remove any of the products or services being offered or introduce any new product or services without intimation to the User.

View only requests:

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

- View Wallet number, valid from date, expiry date and CVV number.

Service Requests:

- Communication Address update for linked Wallet and Account/s. The facility of the Savings Account communication address update will be available only to the Users holding an ICICI Bank Savings Account
- Application for opening Fixed Deposits and Recurring Deposits. This facility will be available only to the Users holding an ICICI Bank Savings Account
- Change of registered e-mail ID and verification of the registered e-mail ID of the User
- Service to get the User ID on the registered mobile number in case the User has forgotten the User ID of the Application
- Service to reset the login password in case the User has forgotten the login password of the Application
- Apply for a physical card
- In-app services such as bill payments, FasTag, recharge, iWish etc.
- The Application provides the User with the facility to get a personalised physical Wallet Card, personalise transactions for better visual appeal and enhanced control over transactions. Personalisation includes hash tagging of transactions, attaching and uploading of an image by a User. The User will ensure that the use of such facilities will not defame or malign the image of ICICI Bank, by using inappropriate words and images while availing the facilities. The images used, if any, should adhere to the image submission policy and guidelines, which are attached as an annexure "A" to these Terms & Conditions.

- Pockets Cashback

The first 25 eligible Users every hour get cashback rewards for the following transactions through Pockets:

Send to UPI ID, Scan and Pay, Add funds, Bill Payments, Mobile Recharge, FASTag Recharge, Google Play Recharge and PayLater. The first 50 eligible Users every hour will get a cashback reward on successful completion of Scan and Pay and PayLater transactions.

To claim cashback users will have to complete different transactions as per the rules below:

- Cashback of INR 50 will be provided for doing FASTag recharge of INR 1000 or above. User can claim a cashback for FASTag recharge only once
- | in | a | month |
|----|---|-------|
|----|---|-------|

- Cashback of INR 50 will be provided for doing a Google Play Recharge of INR 750 or above. Users can claim a cashback for Google Play Recharge only once in a month
 - Cashback of INR 50 will be provided for doing PayLater transactions of INR 4000 or above. Users can claim a cashback for PayLater transactions only once in a month
 - Cashback of INR 50 will be provided for doing Bill Payment transactions of INR 1000 or above. Users can claim a cashback for Bill Payment transactions twice in a month
 - Cashback of INR 50 will be provided for doing Add funds of INR 3000 or above. Users can claim a cashback for Add funds twice in a month
 - Cashback of INR 25 will be provided for doing a mobile recharge of INR 750 or above. Users can claim a cashback for mobile recharge only once in a month
 - Cashback of INR 25 will be provided for doing UPI transactions (Send to UPI ID) through the Pockets wallet and a linked Savings Account of INR 750 or above. Users can claim a cashback for UPI transactions thrice in a month.
 - Cashback of INR 5 will be provided for doing UPI transactions (Scan and Pay) through the Pockets wallet and a linked Savings Account of INR 500 or above. Users can claim a cashback for UPI transactions 5 times in a month.
- Close Pockets Wallet: The closure proceeds can be transferred back to the source account (payment source from where the PPI was loaded). Alternatively, the closure proceeds can be transferred to a bank account after complying with KYC requirements of the User. This is applicable to both small-PPIs and full-KYC wallets.

Financial Services

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

- Adding a Registered Payee for fund transfers
- Transferring money to the Registered Payee through internal fund transfer or NEFT depending on whether or not the Registered Payee has an ICICI Bank Account using a linked account and/or wallet
- UPI payments
- Bill payment to a Registered Biller
- Bill payments for utility services such as postpaid mobile bills, landline bills, gas bills, DTH recharge etc.

- Wallet top up through linked Account/s or other approved methods such as a non-ICICI Bank Savings Account, Debit Card, Net Banking, UPI etc.
- Prepaid Mobile Recharge or Data Card Recharge
- Request for money from any other User through UPI. In this case, the User who gets the request will receive an in-app notification for authorisation and authentication. Upon acceptance of the request, money will be transferred to the requestor's Wallet
- Services offered to small PPIs and full KYC customers are as below:

(i) Small PPIs: Issued by the Bank after obtaining minimum details of the PPI holder (User) such as name, date of birth, and identity documents/ OVD. They will be used only for the purchase of goods and services from merchants. Small PPIs can be used at a group of clearly identified merchant locations / establishments that have a specific contract with the issuer (or contract through a payment aggregator / payment gateway) to accept the PPIs as payment instruments.

(ii) Full-KYC PPIs: Issued by the Bank after completing Know Your Customer (KYC) of the PPI holder. These PPIs shall be used for the purchase of goods and services, or funds transfers (P2P).

List of Services on Pockets	Small PPI	Full KYC*
Payments		
UPI	No	Yes
Fund Transfer	No	Yes
Cards (POS and ECOM transactions on VISA Network)	Yes	Yes
Manage UPI Profile	Yes	Yes
Add Funds	Yes	Yes
Recharges	Yes	Yes
Pay Bills	Yes	Yes
ICICI FASTag	Yes	Yes
Limit Set up	Yes	Yes
Apply for a Physical Card	Yes	Yes

* Some of the services may not be available for foreign / NRI customers.

8. LIMITATION ON TRANSACTIONS

The following will be the monthly and daily transaction limit for various financial transactions offered through this application:

ICICI Bank Savings Account using the Pockets application		
Transaction type	Monthly limit in INR	Daily limit in INR
Fund transfer	100000	25000
Add funds	100000	25000
Recharge	20000	5000
Bill Payment	50000	25000
Pockets Wallet (Full KYC)		
Transaction type	Monthly limit	Daily limit
Fund transfer [^]	100000	25000
Add funds	100000	25000
Recharge [^]	20000	5000
UPI	100000	25000
Bill Payment [^]	50000	25000
ECOM / POS	100000	100000
Overall (including FT, UPI, BBPS etc.)	100000	100000
Pockets Wallet (Small-PPI)		
Transaction type	Monthly limit	Daily limit
Add funds	10000	10000
Recharge [^]	10000	5000
Bill Payment [^]	10000	10000
ECOM / POS	10000	10000
Overall (including FT, UPI, BBPS etc.)	10000	10000

“[^]”- Value in the table above can be modified by the User through the Pockets Application, subject to the above-mentioned limits.

Note - All the values shown are maximum limits. These limits are indicative in nature and may vary from time to time, therefore please refer to the website for the updated limits.

Transactions - Fund transfers, mobile recharge and bill payment will be the subset of the daily transaction limit under RIB. If the daily transaction limit in RIB is exhausted, then User will not be allowed to carry out transactions through the Application for the day.

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

9. INTEROPERABILITY OF USER ID/PASSWORD AND INTER AVAILABILITY OF A REGISTERED PAYEE OR BILLER

A User's RIB User ID and password will be valid for access to the Application and vice versa. If the User ID and/or password is blocked or expired for RIB, then the User will not be able to log in to the Application and vice versa. Similarly, a new password created through RIB will apply for accessing the Application and the other way round as well.

Any Registered Payee or Registered Biller registered through RIB will be available for payment through the Application. Similarly, any payee registered through the Application will be available for payment through the RIB portal.

10. UNAUTHORISED ACCESS

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

11. JOINT ACCOUNTS

In case of Joint Accounts, the right to register and transact through the Application shall be available if the mode of operation for the Joint Account is indicated as 'either or survivor' or 'anyone or survivor'. The User desirous of availing the Service through Application should either be the holder of ICICI Bank's Saving Account linked to the RIB User ID held by the User as sole signatory or authorised to act independently in case of a Joint Account. The Joint Account holders will have to register separately/individually on the Application for accessing the Application. All correspondence will be addressed to the

person in whose name the registration is made on the Application. All transactions arising from the use of the Application in the Joint Account will be binding on all the Joint Account holders, jointly and severally.

12. CHARGES

There are no extra charges for using the Pockets application. However, there may be charges for availing certain in-app services such as requesting a physical Visa card. Charges are upfront, informed to the User before committing the transaction. A regular physical Pockets Visa Card costs Rs 100 plus GST. ICICI Bank reserves the right to charge or modify the existing charge by giving due notice which will not be less than 24 hours and recover from the User such charge for providing Services through the Application. The User hereby authorises ICICI Bank to recover the said charges by debiting one of the Accounts or Wallet of the User or by sending a bill to the User who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the applicable charges by ICICI Bank in a manner as ICICI Bank may deem fit along with interest, if any, and/or suspension of the Services made available through the Application without any liability to ICICI Bank or such other action that ICICI may deem fit at its sole discretion.

13. MAINTENANCE OF SUFFICIENT BALANCE

Wallet is a prepaid instrument hence there is no minimum balance requirement.

14. AUTHORITY OF ICICI BANK

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

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

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

15. INSTRUCTIONS

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

All instructions for accessing the Application and/ or use of Service/s will be given, through computer or any other medium/Application enabled by ICICI Bank for the purpose, by the User in the manner indicated by ICICI Bank. The User is solely responsible for the accuracy and authenticity of the instructions provided to ICICI Bank and the same will be considered sufficient for ICICI Bank to effect. ICICI Bank will not be required to independently verify the instructions and the instruction will remain effective unless such instructions are cancelled by subsequent instructions that maybe given by the User. ICICI Bank will have no liability if it does not or is unable to stop or prevent the implementation of such instruction, which is subsequently cancelled. Where ICICI Bank considers the

instructions to be inconsistent or contradictory, it may seek clarification from the User before acting on any such instruction of the User or ICICI Bank may act upon any such instruction as it deems fit. ICICI Bank states that it has no liability or obligation to keep a record of the instructions given by a User. ICICI Bank may refuse to comply with the instructions without assigning any reasons and will not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Application if it has reason to believe that the User's instructions will lead to or expose ICICI Bank to direct or indirect loss. However, ICICI Bank requires an unconditional indemnity from the User, if the User is allowed to operate the Application / Service(s).

16. ACCURACY OF INFORMATION

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

A User must ensure that the correct information is provided at the time of registration or on boarding regarding name, address, date of birth, nationality, mobile, e-mail ID etc. Where ICICI Bank finds the information so provided prime facie to be incorrect or fictitious, then it will have the right to terminate the usage of the Application and effect closure of the wallet with forfeiture of the amount, if any, lying in the wallet or take such other actions as per its discretion.

17. LIABILITY OF THE USER AND ICICI BANK

Neither ICICI Bank nor its Affiliates will be liable for any unauthorised transactions occurring through the access / use of the Application and/or availment of Services. The User agrees to unconditionally, irrevocably and fully indemnify, defend and hold ICICI Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred

by it as a result thereof. ICICI Bank will under no circumstance be held liable to the User, if the access to the Application and/or Services is not made available in the desired manner, for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure or any other reason beyond the control of ICICI Bank. Under no circumstances will ICICI Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. Illegal or improper use of the Application and/or Services will render the User liable for payment of financial charges as decided by ICICI Bank and/or will result in suspension of the operations through the Application.

18. DISCLAIMER OF WARRANTIES

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

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

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

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

19. INDEMNITY

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

Further, the User agrees at their own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents and Affiliates by a third party to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with:

- a. a violation of the Terms contained herein by the User;
- b. any deletions, additions, insertions or alterations to, or any unauthorized use of / access to Application /Service(s), by the User;
- c. any misrepresentation or breach of representation or warranty made by the User contained herein; or
- d. any breach of any covenant or obligation to be performed by the User hereunder.

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

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

20. DISCLOSURE OF INFORMATION

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

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

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

21. CHANGE OF TERMS

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

If in the opinion of the User, the changes are to his/her disadvantage, the User may opt to close the Account and/or discontinue with the Service/s, at any time up to one month from the date of the notice by intimating ICICI Bank of the same. However, the User will be liable to pay any extra charges or interest that maybe applicable owing to such amendment or supplement being made to any Terms, Service Terms, Primary Terms or Guidelines for the period starting from the implementation of the said amendment till the date of the communication by the User, of his intention to discontinue with the Service/s.

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

22. NON-TRANSFERABILITY

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

23. TERMINATION

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

ICICI Bank may withdraw or terminate the access to the Application and/or discontinue provision of the Service/s and / or block the accounts of the User, without assigning any reason at any time either entirely or with reference to a specific Service or User; or in case of breach of the Terms by the User without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the User; or if at any time ICICI Bank finds that the User has provided / declared incorrect / inaccurate information such as date of birth, nationality, name etc. Clause 12 shall survive on the termination of this arrangement or of the Application for any reason whatsoever.

24. NOTICES

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

25. GOVERNING LAW

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

26. APPLICABILITY TO FUTURE ACCOUNTS

ICICI Bank and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of ICICI Bank or any of the Affiliates and ICICI Bank extends the access to the Application/ Services to such Accounts or products or services and the User opts for the use thereof, then the Terms as well as the Service Terms will automatically apply to such further use / access by the User.

27. GENERAL

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

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

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

28. ASSIGNMENT

ICICI Bank will be entitled to sell, assign, securitise or transfer ICICI Bank's right and obligations under the Terms and any security being in favour of ICICI Bank

(including all guarantee/s) to any person of ICICI Bank's choice in whole or in part and in such manner and on such terms and conditions as ICICI Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the User and all other persons. The User, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, the User will not be entitled to transfer or assign any of his rights and obligations hereunder.

29. RIGHT OF SET-OFF AND LIEN

ICICI Bank will have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scripts held in the Account(s) or Wallet or in any other account, whether in singly or jointly, to the extent of all outstanding dues, whatsoever, arising as a result of the provision of Services to the User and/or access by the User of the Application.

30. PROPRIETARY RIGHTS

ICICI Bank will make reasonable efforts to advise the User/s from time to time regarding the web browsers or mobile software required for availing the Service(s) and/or accessing the Application. There will be no obligation on ICICI Bank to support all or any versions of the web-browser/s or mobile software as may be required for offering Service(s)/ providing access to Application the web browser/s or mobile software have not been advised by ICICI Bank. The User acknowledges that the underlying software as well as web-browsers or mobile software required for accessing the Application / availing the Service/s are the legal property of the respective vendors. The permission given by ICICI Bank to access the Application / avail the Service/s will not convey any proprietary or ownership rights in such software. The User will not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying software or create any derivative product based on the software. "ICICI Bank" and the "I man" logo are the trademarks and property of ICICI Bank Limited. Infringement of any intellectual property is strictly prohibited.

31. COMMUNICATIONS THROUGH ELECTRONIC MEANS

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

32. 24-HOUR CUSTOMER CARE CENTRE

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

33. ADDITIONAL TERMS OF USE FOR FOREIGN NATIONALS / NON-RESIDENT INDIANS VISITING INDIA

- Pockets can be availed by foreign nationals / NRI individuals visiting India from the G-20 countries, arriving at select international airports
- Eligible foreign nationals / NRI individuals interested in availing Pockets first need to complete their KYC verification by submitting their passport and visa documents with ICICI Bank
- Upon successful verification, foreign nationals / NRI individuals can start using Pockets by loading their Wallet. The Wallet may be loaded / reloaded against the receipt of foreign exchange by cash or through any payment instrument by designated money exchange agencies appointed by ICICI Bank
- UPI payment services on Pockets can be used for merchant payments (P2M) only by such Users
- There may be further restrictions on some of the Pockets services extended to such foreign nationals / NRI individuals, including but not limited to wallet loading, inward and outward payment, in app-merchant services, P2P payments and wallet redemption
- The maximum permissible amount for loading Wallets is Rs 100,000 per month. Further, the maximum Wallet balance at any point of time will be limited to Rs

100,000 per month, except in the case of reversals and refunds where the amount can exceed the prescribed limit

- Such foreign nationals / NRI individuals are required to encash their Wallet balance before leaving India. Failing to do so from 1 year of the date of the last transaction, the Wallet will become inactive
- The unutilised balances in such Wallets can be encashed in foreign currency with specific money exchange agencies only, appointed by ICICI Bank and available at airports in India
- The unutilised balance in Wallets is either returned in the same manner as the source of funds, or can be encashed back in foreign currency in compliance with Foreign Exchange Regulations.

34. DISCLAIMER

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

ANNEXURE “A”

IMAGE SUBMISSION POLICY:

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

IMAGE GUIDELINES:

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

1. Trademarks or copyright material that is famous or recognised, including Images carrying ©, ® or ™ signs, images that have advertising, promotional material including images of products of specific brands and all Images that have telephone numbers, URLs, Account numbers or e-mail addresses
2. Images of celebrities/musicians/athletes/entertainers/public-figures/cartoon characters etc. who are widely recognised
3. Provocative or sexual images including those containing nudity, offensive and/or racist images, including any images in which weapons or firearms have been displayed
4. Images portraying, promoting or likely to incite communal, anti-social or obscene behaviour
5. Images wherein intoxication, smoking, narcotics and/or gambling or activities of similar nature have been displayed
6. Any religious or political images, including images that portray groups banned by law/ views which are likely to cause social unrest or political or religious statements and/or text or illustrations
7. Images containing subject matter of any nature that might result in confusion regarding the Application or transaction fraud through the application
8. Any image that might reflect poorly or result in hostility towards the Master Card ® or Visa® or any other payment network brands
9. Images where money or currency is in focus
10. Any reference to the Olympic Games trade names, logos, slogans or any other reference identifying any Card Processing Associations (e.g. Visa, Master Card, American Express, etc.)
11. Images that portray profanity or obscene images, which portray ICICI Bank, the ICICI Bank logo or ICICI Bank Debit Card in a bad light

12. Images, which show the names or images of any other Banking or Financial Institution
13. Images that have any emblems, flags or logos pertaining to the Constitution of India or any other government body.