



## TERMS AND CONDITIONS

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## 1. ICICI BANK UK PLC

1.1 ICICI Bank UK Plc. is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration Number: 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN. We are a member of the Financial Services Compensation Scheme established under the Financial Services and Market Act 2000. Our VAT number is 820 4369 48.

If you do not understand the Terms and Conditions, then please contact us by visiting our nearest branch or contacting our Customer Service/Support in UK at 0344 412 4444 (Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) or If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588 for further information. For your own benefit you should read these Terms and Conditions carefully and retain a copy for future reference.

1.2 ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Limited. ICICI Bank Limited is regulated and authorized to take deposits in India by the Reserve Bank of India.

1.3 ICICI Bank UK PLC owns and maintains the product Money2India UK also known as M2I UK the Website (as defined herein), Mobile App (as defined herein) and offers a Registered User (as defined herein) access to and use of the Website, Mobile App and the opportunity to access and use the Facilities subject to these Terms and Conditions (the "Terms and Conditions").

1.4 These Terms and Conditions are effective as of 12th March, 2024 and supersede any prior versions hereof and govern the terms under which you may access and use this Website, Mobile App and any of the Facilities (as defined herein). Capitalized terms, which are used in these Terms and Conditions and not defined elsewhere, shall have the meanings assigned to them under the Section of these Terms and Conditions.

1.5 Do not access or use the Website or Mobile App or Money2India UK Facility if you do not agree to be bound by these Terms and Conditions. By virtue of continuing to access and use the Website and Mobile App and/or Money2India UK Facility, you are agreeing to the Terms and Conditions in effect at such time.

### 1.6 Changes to these Terms and Conditions

We may change these Terms and Conditions from time to time.

- We will advise you of any such changes covered under these terms and conditions including changes to charges which are to your disadvantage, we will inform you at least two months in advance of the changes. If you are dissatisfied with the changes, you will have a right to close your Registered User Account without any additional charges.

- We will advise you of any changes under these terms and conditions, including changes to charges, which are not to your disadvantage, within 30 days of making such change.
- We will provide a copy of the new Terms and Conditions or a summary of the changes, on an annual basis. You can also view these Terms and Conditions on our Website.

#### 1.7 Use of Website and Mobile App.

In order to access and use the Website, Mobile App and the Facility, the Registered User must be an individual who is at least 18 years of age and has the capacity to enter into legally binding contracts under applicable UK Laws.

#### 1.8. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires, the following words and phrases shall have the meanings assigned to them hereunder –

##### "Person"

includes an individual, a company, a body corporate, an association of persons (whether incorporated or not), a trust, a partnership firm, a society and the government.

##### "Visitor"

means any Person who accesses or visits the Website or download the “Money2India UK” Mobile App.

##### "Registered User"

means any Visitor who has registered himself, herself or itself with the Website or Mobile App

##### “Non-Registered Users”

Individuals who have not registered with the remittance Facility

##### "Beneficiary"

means a Person whose details have been provided by the Registered User to ICICI Bank UK PLC for the transfer of funds.

##### "Beneficiary Bank"

means the bank in India, with whom the Beneficiary holds a bank account.

##### "Money2India UK Facility"

means the services provided by ICICI Bank on the Website or Mobile App for managing and tracking the transmission of funds by a Registered User to a Beneficiary in India.

##### "Registered User Account"

means an online account created by Registered User on the Money2India Website or Mobile App to avail the Remittance Facility.

##### "Service Provider"

means a Person who provides a service to ICICI Bank in order to enable ICICI Bank to operate and/or maintain the Website or Mobile App, provide any feature on the Website or Mobile App or provide any Facility which is provided by ICICI Bank.

**"Website"**

means the website presently maintained by ICICI Bank at <https://www.money2india.icicibank.co.uk/> and includes the pages of the website and any applets, software and content contained in and on the website.

**"Mobile App"**

means the "Money2India UK" mobile app available on the Android and IOS store. Registered User can download the app.

**"Facility/Facilities"**

means any present and future product, service or facility displayed or offered on or through or associated with the Website or Mobile App (whether by ICICI Bank or by any Alliance Partner) and includes the Money2India UK Facility.

**"Easy Online Bank Transfer"**

means a fund transfer where customers are redirected through payment gateway to their bank's internet banking portal or their bank's dedicated mobile app to log in and complete the transfer.

**"Debit Card"**

means a debit card held by Registered User with any UK bank and registered on his own name.

"Alerts" means notices relating to various matters issued or to be issued by ICICI Bank to the Visitor from time to time e.g. notices of market information, reminders for bill payments, etc.

**"Alliance Partner"**

means any Person, other than ICICI Bank, who displays content or offers any Facility on the Website or Mobile App.

**"Call Centre"**

means the call center which may be set up by ICICI Bank or a Service Provider to assist Visitors in connection with the Website or Mobile App including the Facilities displayed or offered thereon and any transactions entered into or proposed to be entered into by the Visitors in respect of such Facilities.

**"Financial Institution"**

A Financial Institution (FI) is a company engaged in the business of dealing with financial and monetary transactions such as deposits, loans, investments, and currency exchange.

**"MPIN"**

MPIN or Mobile Banking Personal Identification Number is like a password and used for authenticating financial transactions. -User can generate One Time Password (OTP) which can be used for different transactions as a second factor of

authentication

"Referrer"

means an individual or a Person, who may be an existing Registered User, who refers/recommends/suggests to another individual or Person the services offered by ICICI Bank vide the Money2India platform, irrespective of whether the concerned individual/Person avails the service.

"Registered User ID"

means the user name that is chosen by the Registered User and registered by the Website or Mobile App which, along with the Registered User Password, will enable the Registered User to-

- i. avail of Facilities and enter into transactions in respect of the Facilities,
- ii. access one or more Registered User Account, download application forms for Facilities and register a change in address; and
- iii. do such other acts as the Website or Mobile App may permit.

"Registered User Password"

means the password that is chosen by the Registered User and registered by the Website or Mobile App for access to the Website or Mobile App which, along with the Registered User ID, will enable the Registered User to –

- i. avail of Facilities and enter into transactions in respect of the Facilities offered on the Website or Mobile App,
- ii. access one or more Registered User Account, download application forms for Facilities change in nominee details, payments, payment of dues, bill payments, trading and make online applications register a change in address; and
- iii. do such other acts as the Website or Mobile App may permit.

"Rate Alert"

When a Registered User wishes to be notified about a desired exchange rate which is above the prevailing exchange rate offered by Money2India UK.

"In these Terms and Conditions, unless the context otherwise requires"

- a) words of any gender are deemed to include each other gender;
- b) words using the singular or plural also include the plural or singular, respectively;
- c) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Website and Mobile App;
- d) the term "Article" refers to the specified clause of these Terms and Conditions;
- e) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- f) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- g) any term or expression used but not defined herein shall have the same meaning attributable to it under applicable law;
- h) references to the word "include" or "including" shall be construed without

limitation.

#### 1.9 Contacting each other:

- a) We may contact you by various means such as by email, meeting in person, text message, post and/or telephone.
- b) If you change your name or any contact details or any other information relevant to your Registered User Account, we will contact you at the latest address, telephone number or email address that you have given to us.
- c) We will not be responsible for any delays caused by postal authorities.
- d) You can contact us by calling our Customer Service Centre number; you may contact us 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588. Alternatively you may also email us at [ukservice@icicibank.com](mailto:ukservice@icicibank.com) or write to us at ICICI Bank UK, PO Box 68921, One Thomas More Square, London E1W 1YN.
- e) If any communication or Registered User Account information is sent to you is returned to us as undelivered, we will try to contact you by telephone to establish the reason for the return. If we are unable to contact you then, for the safety of your account, we will disable your access to the Facility or/and block all further transactions unless we hear from you.

#### 1.10 Your statutory rights

Nothing in these Terms and Conditions will reduce your statutory rights including your rights relating to described relation or services, the fairness of Terms on which they are provided to you, any rights you may have to close your relation and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department or the Citizens Advice Bureau.

#### 1.11 Relaxation of Terms and Conditions

If we relax any of the Terms and Conditions this may be a temporary measure or a special case and we may enforce them again upon reasonable notice.

#### 1.12 Enquiries about an instruction

You can make an enquiry in respect of any instruction, whether made by you or another Person, by contacting us on our you may contact us 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588 or by writing to us on [ukservice@icicibank.com](mailto:ukservice@icicibank.com) or in Person by visiting at any of our Branches.

#### 1.13 Circumstances beyond our control

If we fail to perform our obligations towards you because of any event beyond our control such as war, riots, pandemics, governmental or court orders or similar circumstances, then we:

- Will try to perform such obligations as soon as reasonably practicable or
- We may close your relation with Money2India UK by giving you two months' notice. In such circumstances, you may also terminate this contract without any penalty.

#### 1.14 Applicable law

These Terms and Conditions are governed by English law and any dispute between you and us will be subject to the non-exclusive jurisdiction of the courts of England and Wales

## 2. Overview of Money2India UK

The Money2India UK service (as defined) made available by ICICI Bank UK PLC on the Website and Mobile App.

Further described below and elsewhere on the Website or Mobile App, among other things, provides a Registered User with a technology platform to record remittance requests, track the status of orders and manage electronic communications relating to a remittance that is transmitted and disbursed by ICICI Bank India to within ICICI Bank or other banks account in India as instructed by the Registered User, using regular international banking channels that involves correspondent banking relationships that ICICI Bank UK PLC with Financial Institutions in the United Kingdom.

No banking relationship is either intended or created, hereby or thereby, between the Registered User and/or the recipient of the remittance of the one part and ICICI Bank UK PLC or ICICI Bank India or its affiliates of the other part.

In order to access or use the Facilities described above, it is mandatory that the Registered User is a customer of a Financial Institution in the United Kingdom. Further, the Registered User must make the transaction only from the Registered User's own account maintained with his/her bank in the United Kingdom for Personal banking purposes and only from an account held in the name of the Registered User for the Website or Mobile App.

## 3. EXCHANGE RATES, FEES AND CHARGES

3.1 ICICI Bank UK PLC may set its own fees and charges for Money2India UK Facilities and may revise these charges at any time as per 1.6 above . The availability of Facilities displayed or offered on or through the Website and Mobile App is subject to change without prior notice. Nothing contained on the Website and Mobile App constitutes an offer, promise or commitment to grant or provide any Facility. While ICICI Bank UK PLC endeavors to post accurate and updated information on the Website and Mobile App, the Registered User responsibility to check the fees and charges along with transaction details on our Website / Mobile app prior to submitting any transaction request. Registered User should seek their own independent professional advice prior to making any decisions on the suitability of the Facilities, information, products & services in the Website and Mobile App. ICICI Bank UK PLC, shall not accept any responsibility/liability for any kind of damages, losses, claims, costs, charges etc. (direct, indirect, monetary or non-monetary) in connection with or as a result of the Facilities on the Website.

3.2 Registered Users acknowledge and agree that ICICI Bank UK PLC In particular, shall not segregate Registered Users money from ICICI Bank UK PLC and ICICI Bank UK PLC shall not be liable to account to Registered Users for any profits made by ICICI Bank UK PLC use as banker of such funds Registered User. The foreign exchange conversion rate shown for the calculation on the Website and Mobile App is only an



estimate, intended to help the Registered User arrive at an approximate Indian Rupees equivalent amount that the Beneficiary will receive and it in no way guarantees or represents the foreign exchange conversion rate that will actually be applied to the funds sent by the Registered User. ICICI Bank UK PLC will convert GBP to Indian Rupees, and will apply the foreign exchange conversion rates prevailing on the day of receipt of senders fund in ICICI Bank UK PLC account.

3.3 Registered User acknowledge and agree that neither the Registered User nor the Beneficiary will be entitled to any interest for the period during which the funds to be remitted are with ICICI Bank UK PLC, are in the course of remittance, or for any other period. Registered User acknowledge and understand that, in providing the Money2India UK Facility, ICICI Bank UK PLC may earn interest on funds remitted between the time that the foreign currency is remitted and the time that it is disbursed to the Beneficiary bank ICICI Bank India or other banks account in India.

3.4 You may have to pay the Charges, if any, applied by the Beneficiary Bank and we may not be aware of these charges. Such charges may be deducted by the Beneficiary Bank from the amount that is transferred to the Registered Beneficiary. Therefore in an exceptional scenario, the amount received may not be equal to the amount transferred. Registered Beneficiary may contact their local bank to know the break down of the transaction if required.

3.5 In the event, an incorrect exchange rate is displayed on our Website or Mobile App due to technical/operational issue and which can be established as beyond reasonable limit, the Bank has right to cancel the transaction where such an erroneous exchange rate is applied and shall refund money to the customer. The Bank will not levy any charge for the cancellation of such transactions. The Bank may compensate the customers for such transactions to the extent of any loss to the customer due to exchange rate movements for the transaction amount.

#### 4. Important security information

4.1 You must take all reasonable precautions to keep safe and prevent the fraudulent use of all Money2India UK information your debit cards and security details (including PINs, passcodes, security numbers, passwords or other details such as those which allow you to use Internet Banking, Mobile Banking and Telephone Banking). These precautions include the following: do not choose security details which are easy to memorize such as sequences of letters, or numbers which may be easy to guess, for example your date of birth.

4.2 Take care to ensure that no one hears or sees your Password or MPIN (Mobile Banking Personal Identification Number) details when you use them. You should take simple precautions such as:

- Keep your Personal computer safe and secure by using an up-to-date anti-virus, spyware software and a Personal firewall.
- Never disclose your Money2India UK password. We will never ask you for your password.
- Always access our Money2India UK Website and Mobile App by typing the Money2India UK Website address i.e. <https://www.money2india.icicibank.co.uk/> into your web and mobile browser.

- Do not access the Banks Website and Mobile App from any link mentioned in any email or any message.
- Never respond to any email that asks for confidential or Personal security information. We will never send you such an email.
- If possible, avoid disclosing sensitive account information when using computers in public places/ Internet cafes. If this is not possible, take extra precautions. Ensure you log off your account on Money2India UK Website and Mobile App before leaving any computer
- Please be aware that if you intentionally pass on your security details to any Person you will be in breach of your Terms and may be liable for any unauthorized transactions that occur on your login as a result.
- You must log off and close the Money2India UK mobile app if you are not using it.

## 5. REGISTRATION INFORMATION

5.1 Only limited access to the Website and Mobile App is available to Non-Registered Users. Non-Registered Users are not permitted to access the Money2India UK Facility. In order to obtain increased access to the Website and Mobile App and in order to access and use the Money2India UK Facility, an individual Person must register on the Website or Mobile App as a Registered User. Subject to the other Terms and Conditions, upon registration as a Registered User, the Website and Mobile App will record the relevant Registered User ID and Registered User Password. The Registered User, hereby agrees that he/she shall not register more than one email id / USER ID on the Website or Mobile App.

5.2 The Registered User agrees to provide true, accurate, current and complete information, as prompted by the registration form on the Website and Mobile App, and to update this information to keep it true, accurate, current and complete at all times. If, in the judgment of or to the knowledge of ICICI Bank UK PLC, any information provided by the Registered User is untrue, inaccurate, not current or incomplete, ICICI Bank UK PLC shall at its own discretion retain the right to terminate the Registered User's registration and restrict the Registered User's access to use the Website and Mobile App or any Facilities, including the cancellation of pending transactions without notification and immediate effect. ICICI Bank UK PLC reserves the right to request that the Registered User, at any time and from time to time, provide additional information and/or proof of authenticity of any information as may be required by law; the Registered User's continued access to the Website and Mobile App and the Facilities, including the completion of any ongoing transaction, may be subject to the receipt by and satisfaction of ICICI Bank UK PLC of such additional information or proof thereof.

5.3 The Registered User is responsible for maintaining the secrecy and confidentiality of his/her Registered User IDs and Registered User Passwords (which includes MPINs) and will be liable for all transactions and activities that occur under the Registered User's account, including any unauthorized use or misuse of account. ICICI Bank UK PLC shall have no obligation to verify the authenticity of any such transaction or activity. In consideration of ICICI Bank UK PLC agreeing to provide the Money2India UK Facility as per the Terms and Conditions, the Registered User hereby agrees unconditionally to indemnify ICICI Bank UK PLC and hold ICICI Bank UK PLC harmless against any liability, costs, damages, claims, suits, fines, lawsuit and any proceedings

arising from or relating to such unauthorized access and use and in violation of any applicable law. Without prejudice to the aforesaid, the Registered User agrees to log out from his or her Registered User Account at the end of each session and immediately notify ICICI Bank UK PLC via email : [ukservice@icicibank.com](mailto:ukservice@icicibank.com), or through the Call Center - 0344 412 4444, of any suspected loss, theft, unauthorized usage/ misuse of the Registered User ID or Registered User's Password, any other breach of security, or any receipt by the Registered User of confirmation of a transaction, funds or other activity which the Registered User did not authorize; or any inaccurate information in the Registered User's account balances or transaction history.

5.4 If the Registered User forgets his/her Registered User Password, ICICI Bank UK PLC may, subject to verification and ICICI Bank UK PLC's satisfaction as to the Registered User's identity, send the Registered User the prevailing Registered User ID to his/her registered email address. However, the Registered User Password would not be sent via email. The Registered User is required to generate a new password through his Forgot Password process on the Website and Mobile App and entering OTP on the Website or Mobile App. In the latter event, the Registered User must use strong password and the Registered User will be responsible and liable for all transactions pursuant thereto.

5.5 To the extent permissible by applicable law, ICICI Bank UK PLC shall have the right (but not the obligation) to require the Registered User to communicate instructions and authorize and execute transactions and other activities by means of secure electronic records and secure digital signatures in addition to, or in place of, the use of password(s).

#### 5.6 Money Laundering Regulations:

You will need to provide us with details of your identity and address as per our specification. We are required by law to check and verify your identity. We may do this electronically, using a reference agency, or ask you to provide documentary evidence. We will check your identity when you register with us and may also do so at any time while you hold a Money2India UK relationship with us or we provide you with services. We may delay or decline to process your application or provide any service until we have received a satisfactory evidence to verify your identity. To meet our obligations we may ask you to provide documentary evidence of source of funds or source of wealth or any other relevant information as the bank deems necessary and/or as may be required by law to enable the Bank to meet its obligations in connection with the opening and operating of your account or in connection with any transaction on your Money2India UK Facility.

To use our Facility, you must create a profile where we will store certain information about you. We will use the information on your Profile to determine if you are eligible to use our Facility by assessing potential fraud and other risks if you use our Facility.

To create a profile, you must:

- agree to this agreement,
- be at least 18 years old,
- live in the UK,
- provide us with complete, accurate and truthful information about you and how you will use our Facility (including documents we may reasonably need),
- create a password, personal identification number or other security credential and

- complete all registration tasks,
- download our Mobile App if you register on our Website.
- Use our Facilities only for yourself. You are allowed to create only one Registered User Account for your own use, and we may limit the number of email addresses and payment instruments that are associated with your Registered User Account. You must not create a Registered User Account or use our Money2India UK Facility for another person.

#### 5.7 Initial Funding of NRE/NRO Accounts opened with ICICI bank India via Money2India UK – Customer Consent and Verification

If you elect to use Money2India UK for initial funding of your NRE/NRO account opened with ICICI Bank India, then you acknowledge and agree below terms and conditions.

5.7.1 Initial Funding Requirement: To facilitate the initial funding of an NRE (Non-Resident External) or NRO (Non-Resident Ordinary) account opened with ICICI Bank Limited in India, it is required that the initial deposit be sourced exclusively from the customer's own account. If you elect to use Money2India UK for such funding, you acknowledge and agree that the funding source must be solely your personal account.

#### 5.7.2 Account Verification Consent:

As a condition of providing this service, you hereby provide your explicit consent to ICICI Bank UK PLC to verify and match the following details:

- The beneficiary's name and account number provided by you for the NRE/NRO account initial funding shall be matched against the account name and account number as recorded with ICICI Bank Limited in India.
- Additionally, the remitter's name (i.e., your name as provided while doing registration on Money2India UK) shall be matched with the beneficiary name which is associated with the NRE/NRO account.
- This verification is intended to ensure that the remitter and beneficiary are the same person and that the beneficiary details correspond exactly with the records maintained by ICICI Bank Limited.

#### 5.7.3 Verification Process and Data Handling:

You agree that ICICI Bank UK Plc may, for the purpose of the above verifications, access and verify the necessary details provided by you against those held by ICICI Bank Limited. This process may include, but is not limited to, cross-checking the beneficiary's name, account number, and any other relevant details as required under applicable regulations. By providing your consent, you authorize such checks and acknowledge that the matching of the remitter and beneficiary details is a condition precedent to the successful initiation of the funding process.

#### 5.7.4 Liability and Indemnity:

In the event of any discrepancy or failure to match the required details, ICICI Bank UK PLC reserves the right to withhold or reverse the initial funding transaction. You

acknowledge and agree that ICICI Bank UK PLC shall not be held liable for any delays or non-execution of the funding via remittance if the verification process reveals any inconsistencies or if the provided information does not meet the regulatory or bank requirements. You further agree to indemnify ICICI Bank UK PLC against any claims or losses arising from refund or any other activity due to any mismatch or inaccuracy in the information provided by you.

#### 5.7.5 Amendments to the Service

ICICI Bank UK PLC reserves the right to amend or update the procedures for verification and account matching as required by changes in applicable laws, banking regulations, or internal policy. Any such amendments will be communicated to you in accordance with our standard notification procedures.

## 6. ACCEPTABLE USE

Registered User/ Visitor shall not:

- Use or access the Website and Mobile App or any Facility to do, facilitate or support any act that violates/breaches the Terms and Conditions herein or any rules and regulations of any jurisdiction, including but not limited to rules and regulations relating to money laundering, illegal gambling activities, fraud, or funding of terrorist organizations.
- Permit any other Person from accessing, using and enjoying the Website and Mobile App or the Facilities with your password;
- Use the Website and Mobile App other than for your own purposes and not for the purpose of conducting transactions for any third party;
- Modify, copy, distribute, transmit, display, perform, publish, license, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, Facilities, products or services obtained on or through the Website and Mobile App, except with written consent from ICICI Bank UK PLC and/or as permitted by the copyright owner or other right holder thereof;
- Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information or statement of any kind including, without limitation, any information or statement constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national, foreign or other law;
- Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by ICICI Bank UK PLC) or engage in spamming or flooding;
- Post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
- Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained from or through the Website and Mobile App for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

- Upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained on or through the Website and Mobile App which is protected by copyright or other proprietary right, or derivative works with respect thereto, except as permitted by the copyright owner or other right holder thereof;
- Upload, post, publish, reproduce, transmit or distribute in any way any component of the Website and Mobile App itself or derivative works with respect thereto, except as permitted by ICICI Bank or the copyright owner or other right holder thereof, the Website and Mobile App being copyrighted under the relevant laws;
- Attempt to decompile or reverse engineer any of the software available on the Website and Mobile App;
- Make any attempt to hack into the Website and Mobile App or otherwise attempt to subvert any firewall or other security measure of the Website and Mobile App and if the Registered User/ Visitor becomes aware of any shortcoming in the security on the Website and Mobile App the Visitor shall forthwith inform ICICI Bank of the same in writing;
- Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website and Mobile App, use of the Facilities, or access to the Website and Mobile App or the Facilities, other than as provided within the scope of the Service;
- Disclose to any other Person, in any manner whatsoever, any information of a confidential nature relating to ICICI Bank or the Affiliate Partners obtained in the course of using or accessing the Website and Mobile App or availing of any Facility.

## 7. LIMITATIONS OF OFFERINGS

Easy Online Bank Transfer – By selecting Easy Online Bank Transfer as a payment mode, you authorize us to collect money and associated charges if applicable at time of transfer from your bank account. You will redirect to payment gateway portal which is offered by one of our service providers. After selecting your bank on payment gateway portal, you will be redirected to your UK bank's internet banking login section or your UK bank's app login. Please log in and complete the payment process.

Please note,

- There might be instances where your bank or building society is not supported by payment gateway and as a result your Bank or Building Society name may not appear on the portal. In such cases, you can opt to use a Debit Card mode instead of Easy Online Bank Transfer mode.
- We may decline the transfer request due to security reasons and will be informed to you on the transfer screen and communication will be sent to you separately on the registered contact details.
- Use your own personal account for all transfers.
- Ensure your account has sufficient balance to cover the transfer amount and
- any applicable charges at the time of transaction.

Debit Card payments – If you choose Debit Card as a payment mode, you authorise us to collect money and fees as applicable from your bank account. We may decline the transfer request due to security reasons and will be informed to you on the transfer screen and communication will be sent to you separately on the registered contact details. You must also:

- Use a personal debit card and not a business debit card or a credit card
- Ensure your Debit Card is registered on your name as available in Registered User Account
- Use a Debit Card which is 3D secure enabled and registered on your address as available in Registered User Account

7.1 ICICI Bank UK PLC shall not be under any duty to assess the prudence or otherwise of any instruction or transaction given or entered into by the Registered User. Nothing provided on the Website and Mobile App should be construed as advice of any nature and the Registered Users are advised to consult professionals in this regard prior to taking any decision.

7.2 ICICI Bank UK PLC shall have the right to verify any information provided by the Registered User and the Registered User hereby authorizes ICICI Bank UK PLC to verify any such information.

7.3 Except as otherwise provided by applicable law or regulation, ICICI Bank UK PLC and ICICI Bank shall not be responsible for any error or omission made by the Registered User in keying in or otherwise providing the information required to access or use the Money2India UK Facility or any consequences as a result of such error or omission. If you provide us with an incorrect account number or IFSC Code or account holder name for the Beneficiary, you may lose the entire amount of the funds transferred. For remittance transfers in favor of a Beneficiary/ recipient holding an account with ICICI Bank, in case of any inconsistency in the Beneficiary/ recipient name and account number (and related details) provided by the Registered User as against the details available with ICICI Bank UK PLC or ICICI Bank, the remittance transfer may be held and not processed to enable ICICI Bank UK PLC or ICICI Bank to seek additional details and in some cases, such remittance transfer may even be cancelled.

7.4 ICICI Bank UK PLC shall carry out the requests received under the Money2India UK Facility. However, ICICI Bank UK PLC shall be entitled, in its sole and absolute discretion, to refuse to comply with all or any of a Registered User's instructions or requests without assigning any reason.

- All transfer requests will be processed as soon as the transfer details are confirmed by you online in the Registered User Account. Your bank account will be debited once you have confirmed the transfer.
- Transfer requests will be executed at the exchange rate applicable at the time the transfer is confirmed by you. Transfer requests may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your bank account registered with us. A request set in INR will define the exact amount to be credited to your registered Beneficiary's account in India. For instructions in INR, the amount debited from your bank account will be determined by the INR/ GBP exchange rate (being offered by us) up to 2 decimal places. You may refer to our Website and Mobile App for latest exchange rates offered by the Bank (<https://www.money2india.icicibank.co.uk>)
- For requests set in INR, the equivalent GBP amount will be calculated at the exchange rate being offered by us and debited from your account, subject to the daily online transaction limit.

- In an event of breaching daily online transaction limit, all subsequent transactions during the day would be rejected.

7.5 The Registered User cannot amend, cancel or revoke any request made of ICICI Bank UK PLC under the Money2India UK Facility, except as specifically described on the Website and Mobile App or described to the Registered User in communications via SMS or email from ICICI Bank UK PLC. Additionally, when the Registered User places a request to amend, cancel or revoke a transaction request that has already been authorized by the Registered User, such request will only be acted upon if either (1) it is received before the requested transaction or activity is executed, or (2) it is received in accordance with the procedures and timeframes that have been described in writing to the Registered User. Or (3) if the bank has no financial and legal obligations and has control over the funds, processing the application, in the opinion of the bank, would be contrary to the obligation arising from the law.

7.6 ICICI Bank UK PLC shall be entitled to have more than one promotional offer in existence and applicable at any given time. However, a Registered User shall be entitled to use only one offer per transaction and in case of multiple transactions under a given offer, he/she shall be eligible only for the first eligible transaction. It shall be entirely at the discretion of ICICI Bank UK PLC to consider any exceptions to the above.

7.7 The Registered User agrees that the Website and Mobile App and the Facilities may not be available in whole or in part in different countries, states, territories and jurisdictions and ICICI Bank UK PLC may in its sole discretion restrict the availability of the Facilities to any country, state, territory or jurisdiction.

7.8 ICICI Bank UK PLC has no control over and is not responsible for, the quality, safety, legality, or delivery of any goods or services that the Registered User may pay for using the Website and Mobile App and/or the Facilities. Such use will be at the Registered User's own risk.

7.9 To access or use specific Facilities, the Registered User may have to agree to other terms and conditions in addition to these Terms and Conditions and may also have to execute agreements, powers of attorney and other writings and abide by the procedures as may be specified by ICICI Bank UK PLC from time to time.

7.10 ICICI Bank UK PLC retains the right to terminate the registration of any Registered User and refuse the Registered User access to or use of the Website and Mobile App or any Facilities

7.11 The Registered User may only be an Individual and not a Non-Individual.

7.12 The Registered User is allowed to only add a Beneficiary, who is an Individual and not a Non Individual or entities. We will attempt to verify the details of the Beneficiary and only allow a beneficiary to be added in the Registered User's account if the details are correct as declared. In a situation if the Bank is unable to verify the details of the Beneficiary, we will not allow the Registered User to add a Beneficiary under his account.

7.13 A the Registered User who wishes to change the details of an already verified



Beneficiary, then the Registered User must delete the existing Beneficiary and add the Beneficiary as a new Beneficiary with the revised/up-to-date details.

7.14 Crypto Assets: the Money2India UK Facility is not using crypto currencies as a pay mode. To safeguard the interest of our customers, ICICI Bank UK PLC is prohibiting its customers from dealing in any type of virtual/crypto currencies ("VCs") or providing services for facilitating anybody in dealing with or settling VCs including transfer/receipt of money in accounts relating to purchase/sale of VCs. This also includes your relationships with crypto asset exchanges and custodian wallet providers.

The Bank reserves the right to close your account/relationship with Money2India, with a notice of 30 days, if the account is found to be used in such transactions related to VC's

7.15 Money transfers to India using personal credit card may be declined by the payment gateway. The use of credit cards for a money transfer may be subject to an additional fee up to 3% of the total transfer amount and this additional fee will be debited from the credit card holder in a separate line.

7.16 Sending money safely. We strongly recommend that you only send money to people you know, and not to strangers. It's also important that you don't use our money transfer service on behalf of someone else or allow someone else to send money for you through us. We also provide our money transfer service for personal use only - this means you shouldn't use our money transfer service for any business purposes.

## 8. DISCLAIMERS

8.1 The Website and Mobile App, all information on or available through the Website and Mobile App and the Facilities provided by ICICI Bank UK PLC are made available to the Registered User "as is" and without any representation or warranty of any kind, either express or implied, including without limitation, any representation or warranty as to the accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for any particular purpose, completeness, title, compatibility, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, each to the extent permissible by applicable law.

8.2 Although ICICI Bank UK PLC adopts security measures that it considers appropriate for the Website and Mobile App, it does not represent or warrant that the Website and Mobile App is immune from hacking, denial of service attacks, unauthorized access or other illegal subversion of these security measures that might impair the operation of the Website and Mobile App, the availability of the Facilities or the integrity and confidentiality of Registered User's Personal and login information or accounts and ICICI Bank UK PLC disclaims liability arising from any such acts or occurrences. Furthermore, while ICICI Bank UK PLC takes reasonable precautions to avoid such eventualities, the Registered User understands that communications through the Internet are not always secure and agrees that ICICI Bank UK PLC shall not be responsible for any unauthorized or illegal interception of e-mail or other communication to or from ICICI Bank UK PLC.

8.3 Information and Facilities on the Website and Mobile App may be displayed and offered in a phased manner at the discretion of ICICI Bank UK PLC. ICICI Bank UK PLC shall have the right, from time to time and at its discretion, to introduce new information and Facilities and add to, modify, suspend or withdraw any information or Facility or the terms (refer point to 1.6 for notification terms) thereof in whole or in part. While ICICI Bank UK PLC makes every effort to ensure that the Facilities are offered to a Registered User without interruption or delay, continued provision of the Facilities may be impractical or impossible due to the failure of operational systems for reasons including but not limited to virus attacks, natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, system maintenance, software or hardware error, labor problems, strikes or any other reason beyond the control of ICICI Bank UK PLC, and ICICI Bank UK PLC provides no guarantee that any instructions or transactions will definitely be communicated, processed or performed (whether or not before a particular time) using the Website and Mobile App or the Facilities.

8.4 ICICI Bank UK PLC has not verified and shall not be liable or responsible for any content or other information on websites linked to or with the Website. Registered User should seek their own independent professional advice prior to making any decisions on the suitability of the Facilities, information, products & services on the Website and Mobile App.

8.5 ICICI Bank UK PLC operates and offers the Website and Mobile App and the Facilities strictly on a no-liability and no-obligation basis as regards ICICI Bank UK PLC, and ICICI Bank UK PLC shall not be liable to the Registered User or any other third party for any claim for direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including, without limitation, loss of profits, loss or corruption of data, loss of profit or goodwill, work stoppage, computer failure or malfunction, or interruption of business) whether arising under contract, tort or any other theory arising out of or in connection with the Website and Mobile App, the inability to access the Website and Mobile App or any Facilities, products or services mentioned or advertised on or accessed on or through the Website and Mobile App. The Registered User's remedies for errors or unauthorized transactions shall be limited to those arising under the applicable laws and regulations, and as described on the Website and Mobile App and in the communications provided by ICICI Bank UK PLC to the Registered User.

8.6 To the extent any of the disclaimers or limitations of liability in the Terms and Conditions are held to be unenforceable, the maximum liability of ICICI Bank UK PLC to the Registered User shall not exceed the amount of fees paid/payable by the Registered User to ICICI Bank UK PLC for the Facilities accessed or used by the Registered User through the Website and Mobile App, and any other amounts the Registered User may be entitled to recover under the applicable laws and regulations.

8.7 The Registered User/ Visitor/ Referrer shall ensure that he/she shall not be in violation of any data protection laws in force at the time of referring potential users for the service to ICICI Bank UK PLC or when registering for the Money2India UK Facility (as the case may be).

## 9. FACILITIES PROVIDED BY THIRD PARTIES

Certain of the Facilities mentioned or offered on or through the Website and Mobile App require the Registered User to independently contract for and use services provided by third-party Service Provider and ICICI Bank UK PLC makes no warranty on behalf of such third parties. ICICI Bank UK PLC shall not be liable for any loss or damage of any sort incurred as a result of any transactions or dealings between the Registered User and such third-party Service Provider. The Registered User may be charged for such transactions/dealings by such third-party Service Provider. Such third-party Service Provider may have their agreements, terms and conditions which will govern the services provided by them, which may be specific to each such Service Provider and vary from Facility to Facility. ICICI Bank UK PLC recommends that the Registered User obtain the full text of such terms and warranties from such Service Provider before accessing or using any such service. All of the Registered User's rights and remedies and all maintenance, update, warranty, liability or any other obligations related to any such services shall be governed by the applicable terms, policies and procedures of the concerned Service Provider and ICICI Bank UK PLC shall not be liable or responsible for the same in any manner. The Registered User shall have no claim, rights or remedies whatsoever against ICICI Bank UK PLC in respect of any such services accessed or used or sought to be accessed or used by the Registered User from any such Service Provider. The Registered User agrees not to hold ICICI Bank UK PLC liable for any loss or damage of any sort incurred as a result of any such dealings with any Service Provider.

## 10. TERMS OF SPECIFIC FACILITIES

The following (among other) Facilities are proposed to be offered on the Website and Mobile App. However, all the Facilities or all the various components and features of a Facility may not be offered at all times. ICICI Bank UK PLC may discontinue, modify, change, and alter any of the features of the Facility at its sole discretion.

### 10.1 Alerts

10.1.1 ICICI Bank UK PLC shall make reasonable efforts to ensure that Alerts are communicated to the Registered User in accordance with the Registered User's instructions. However, neither ICICI Bank UK PLC nor the Third parties Service Provider would be responsible nor liable for non-dispatch or delay in dispatch of the Alerts by ICICI Bank UK PLC or the Service Provider or any delay in receipt or non-receipt of the Alerts for any reason whatsoever. Under no circumstances shall ICICI Bank UK PLC and/or the Third parties Service Provider be liable for any costs, damages or other amount whatsoever for such non-dispatch or delay in dispatch or any non-receipt or

delay in receipt of the Alerts. Non-receipt of Alerts will not discharge or reduce the Registered User's liability to pay any amount to ICICI Bank UK PLC which would have been payable in the event of proper receipt of the Alerts.

### 10.2 Money2India UK Facility.

10.2.1 Subject to the relevant regulatory approvals, terms and conditions imposed while granting the necessary approvals and other terms of the Money2India UK Facility, such facility enables the Registered User to access or use a technology platform for a Facility that enables remitting funds from the United Kingdom to India. The remittance

Facility is offered by ICICI Bank UK PLC by using ICICI Bank UK PLC's web technology platform - Money2India UK ICICI Bank UK PLC shall, under the Money2India UK Facility, convert the funds received through the correspondent bank into Indian Rupees and remit it to the Beneficiary in India as instructed by the Registered User and as per applicable rates.

10.2.2 The Registered User should pay the remittance amount as per the instructions stated on the Website and Mobile App in the manner described on the Website and Mobile App. The funds will be remitted into India only after ICICI Bank UK PLC has received a confirmation that such remittance amount has been received in the ICICI Bank UK PLC account. Thereafter, after deducting the appropriate charges/fees as may be applicable at the time of remittance, the money will be remitted to the Beneficiary bank account in India as designated by the Registered User. It may take 1 business day to receive credits in your Beneficiary Bank account.

10.2.3 While transferring from a debit card, in cases of non-availability of funds from the account from which the Registered User has requested the remittance of money, or in the case of non-collection of funds, ICICI Bank UK PLC shall be entitled to reinitiate a debit request for the funds remitted for as many times as permitted by applicable laws and regulations. ICICI Bank UK PLC shall also be entitled to cancel the requested remittance transaction, and the Registered User shall bear full liability and responsibility for the same. The Registered User shall reimburse any direct or indirect expense which ICICI Bank UK PLC may incur while providing such Money2India UK Facility. The Registered User also agrees to pay for all costs associated with the recovery of amounts owed to ICICI Bank UK PLC, including but not limited to reasonable attorney's /lawyers' fees, costs in relation to legal proceedings and court fees. ICICI Bank shall also be entitled to inform any credit bureau or any other person or entity if the Registered User fails to pay/reimburse such amount or any part thereof to ICICI Bank UK PLC.

10.2.4 While ICICI Bank UK PLC shall endeavor to adhere to the time schedule indicated by it on the Website and Mobile App, ICICI Bank UK PLC hereby disclaims liability or responsibility for any changes in the time schedule for execution of the Registered User's instructions or remittance or credit of funds for any reason, except as otherwise required by applicable law or regulation and as described to the Registered User on the Website and Mobile App and in communications provided by ICICI Bank UK PLC to the Registered User.

10.2.5 In the event the funds are for any reason required to be redirected to another account or location, or any other additional service is required, ICICI Bank UK PLC shall levy additional charges and remit the amount after deducting such additional charges.

10.2.6 ICICI Bank UK PLC shall in no way be held responsible and/or be liable for any queries, errors, disputes or delays in messaging, money transmission, currency conversion, conversion rates offered, payment to the beneficiaries of the remittances or any other query, claim or dispute, except as otherwise required by applicable law or regulation. ICICI Bank UK PLC will, however, use reasonable efforts to assist the Registered User in contacting ICICI Bank UK PLC or any third party to facilitate the resolution of such queries, claims and disputes.

10.2.7 The Registered User hereby authorizes and consents ICICI Bank UK PLC to check or to use a third-party agency to verify the Registered User's identity details at the time of and/or prior or subsequent to enrollment and to obtain follow-up third party reports relating to the Registered User.

10.2.8 The Registered User hereby agrees that, where ICICI Bank UK PLC deems it advisable or necessary as per its due diligence obligations as required by applicable law or regulation, ICICI Bank UK PLC may hold the money (to be remitted to India) for longer than the usual time for remittance and may delay the remittance.

10.2.9 The Registered User hereby agrees that ICICI Bank UK PLC has no control over when the Beneficiary's Financial Institution will make the remittance funds available for the Beneficiary's use and ICICI Bank shall not be responsible for any delay or default on the part of such Financial Institution, except as otherwise required by applicable law or regulation.

10.2.10 The Registered User hereby agrees that the purpose of the remittances supported by Money2India UK will be strictly of a personal nature and limited only for the purposes mentioned on the Website and Mobile App at the time of using Money2India UK. Trade-related payments such as those for export of goods/services from India or capital market investments such as those in the nature of the foreign direct investment, investments in equity/debt, etc. or other remittances not permissible under the applicable regulations prevailing from time to time are not covered under and should not be effected through Money2India UK.

The purpose declared by the Registered User while using the Money2India UK will be treated as final and binding and cannot be changed at a later date by the Registered User or the intended Beneficiary. The regulatory reporting by ICICI Bank UK PLC in the United Kingdom and ICICI Bank in India will be done on the basis of the purpose selected by the Registered User through Money2India UK.

10.2.11 The Registered User shall provide to ICICI Bank UK PLC all the information as may be deemed necessary or required by ICICI Bank UK PLC in order to access or use the Money2India UK Facility.

10.2.12 The Registered User hereby represents that by sending funds to India, he/she is not violating any exchange control laws stipulated by the Government of the United Kingdom, the Government of India and/or the Reserve Bank of India. The Registered User agrees to keep ICICI Bank UK PLC and ICICI Bank indemnified for any such violation.

10.2.13 The Registered User agrees to inform ICICI Bank UK PLC, before initiating a transaction on the Website and Mobile App, that she/he is accessing the Facility from the United Kingdom.

10.2.14 Fund transfers to a bank other than ICICI Bank Limited India may have delays in crediting/returning the INR amount basis the responses received from Immediate Payment Service (IMPS). If the funds are not successfully cleared while processing INR payments, we may re-attempt to push the funds using National Electronic Funds Transfer (NEFT) and this may take up to 5 Business days to receive the credit.

10.2.15 Transfer refund: In the event that ICICI Bank UK PLC receives a reversal/return request from the Registered User's local bank for a transaction already processed and credited to the Beneficiary account in India on the grounds, including but not limited to, unauthorized or fraudulent instructions, such refund shall be made by ICICI Bank UK PLC immediately upon receipt of reversal/return instructions, by debiting the Beneficiary account in India at the prevailing buying rate for the currency in question including all costs, charges, expenses and interest (where applicable). In case we are unable to recover the funds from the Beneficiary, the Registered User is liable to refund back the amount in local currency to ICICI Bank UK PLC including costs, charges, expenses and interest (where applicable). ICICI Bank UK PLC or ICICI Bank, as applicable, can initiate recovery proceedings for such outstanding amounts against the Registered User as well as the Beneficiary in India. Such amounts may also be recovered from any subsequent transfers made by the Registered User or from any other transfers received by the Beneficiary.

10.2.16 In the event a payment is fraudulently or mistakenly paid into your Beneficiary Bank account (including but not limited to any payment credited due to technical/system/manual error) or if a rejection is received from the payer's UK Bank for a previously received payment instruction:

10.2.16.1 We may automatically debit such sums from your Beneficiary Bank account.

10.2.16.2 If there are insufficient funds in your Beneficiary Bank account, we may mark a lien over your Beneficiary Bank account for such amounts due and payable and reserve our rights to recover and initiate legal action as we see fit. In such circumstances, the Registered User shall be responsible for any costs, fees and expenses in recovering the sums due. We shall have the right to claim interest on any sums due until receipt of payment as applicable by law.

10.2.16.3 For any of the instances stated above, we are entitled to initiate legal action as the Bank deems fit and such legal costs/fees/expenses including claim interest until date of receipt of outstanding amount owed, calculated as per applicable statutory law shall be borne by the Registered User and shall be liable for the same.

10.2.17 For all transfers, processing the Beneficiary registration requests involves conducting Know Your Customer and Anti-Money Laundering checks as required by applicable laws and we may ask you for further information for each/any of the Beneficiary added by you during registration or transaction in compliance with the applicable regulations for the Bank. For instance, we may require information regarding the country of residence of a Beneficiary. We will contact you to obtain such information at the time of registration or transaction.

10.2.18 You should ensure that details of all Beneficiary are always updated prior to processing of any Transfer

10.2.19 If you use the online service to make a Transfer, you may check the registration status of each Beneficiary submitted to us for registration by logging onto your Registered User Account and view the list of Beneficiary. We may take up to 1 business day to verify the Beneficiary details registered by you. It may take longer if we need to

contact you for further information.

10.2.20 If we are unable to credit your Beneficiary Bank's account, you will be notified via email and SMS. Alternatively, where the Beneficiary Bank has declined the payment or refuse to accept the transfer request, we will have to cancel the transfer request. We will return the amount to your UK bank account subject to charges applicable. For any reversal/ cancellation of a transfer request initiated, we will levy a charge of 2% of the GBP request amount or a standard fee of GBP 10 whichever is higher. Any charges made by the Beneficiary Bank on the reversal request will be borne by you. We would advise you to re-raise the transaction with correct Beneficiary account details.

10.3 Rate Alerts service allows Registered User to monitor exchange rate movements and subscribe to notifications.

10.3.1 We try to ensure that the information provided by the Money2India UK Facility is as accurate as possible.

10.3.2 We only send you notifications if you subscribe to them. Once you set a Rate Alert, you may not be able to cancel it.

10.3.3 You can set multiple Rate Alert by logging into your Registered User Account

10.3.4 You agree not to use any robot, spider, scraper, or other automated means to access the Rate Alert service. You agree that you will not take any action that may impose, in our sole discretion, an unreasonable load on our infrastructure, attempt to interfere with the proper working of the Facility, or bypass any measures we may use to prevent or restrict access to the Facility.

## 11. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

11.1 ICICI Bank UK PLC and/or ICICI Bank is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website and Mobile App, and is the copyright owner or licensee of the content and/or information on the Website and Mobile App including but not limited to any text, links, images, logos, illustrations, audio clips, video clips, screens and product. Registered User or any Visitor shall not download and/or save a copy of the Website and Mobile App or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of ICICI Bank UK PLC or ICICI Bank (except as otherwise provided on the Website and Mobile App or in the Terms and Conditions for any purpose) or use or modify it in any manner that is likely to cause confusion or deception among Persons or in any manner disparages or discredits ICICI Bank UK PLC, ICICI Bank or any Service Provider. However, Visitors may print a copy of the information on this Website and Mobile App for their personal use or records. ICICI Bank UK PLC, ICICI Bank, and/or the Service Provider do not grant any license to or other authorization, and none should be implied or presumed, for use of their respective trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website and Mobile App.

11.2 This Website and Mobile App is for the Visitor's personal use. If the Visitor makes any other use of this Website and Mobile App, except as otherwise provided above, the Visitor may violate copyright, trademark and other laws of India and the United Kingdom and may be subject to penalties. -

## 12.USE OF INFORMATION

12.1 We will treat all your Personal information ("your information") as private and confidential (even when you are no longer a customer). By "your information" we mean any information about you that you or third parties (such as credit reference agencies, fraud prevention agencies or third parties associated with you) provide to us. We will process your information in accordance with the Data Protection Act 2018 and the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, and any other applicable laws.

We and other Group companies will access, use, analyze and process your information in line with details provided in the Privacy Notice under the section 'Purposes of processing'.

We will not disclose your information outside the Group or with third parties except for the reasons provided in the Privacy Notice under the section 'Recipients or categories of recipients'.

- To government entities and regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions
- To Persons who act as our agents and Service Provider. Where we use agents and Service Provider, this will be under a strict code of confidentiality and the applicable data protection requirements will be equally applicable on them.
- To a third party to whom we transfer or may transfer our rights and duties under your customer agreement or any other agreement we enter into with you. We will transfer our rights and obligations only to those third parties whom we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you by us.

12.2 We will use your information to inform you by mail, telephone or email about products and services that may be of interest to you if we have a lawful basis to do so. To get more information on "lawful grounds for using your information", refer to the Privacy Notice published on our Bank's Website and Mobile App. Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information.

12.3 Under the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018, you have the right to see the Personal records we hold about you. You can ask Bank to provide this information after identifying yourself.

We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place for business purposes



such as quality control and training, prevention of unauthorized use of our telecommunication systems and Website and Mobile App, ensuring effective systems operation, prevention or detection of crime, and protection of your Personal data.

If in trying to contact you by telephone we are unable to speak to you, we may leave a message for you to call or contact us 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588

We will disable your Registered User ID if you have requested to close relationship with us. We will continue to retain your personal details for a period of a minimum of eight years or as long as necessary by the Bank after the end /closure of the relationship with us.

12.4 Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. Additionally, you can find more information in Privacy Notice on our Website and Mobile App.

12.5 Any Registered User/Visitor with an account for or access to the Facilities hereby agrees to provide all his/her Personal and account information and records to ICICI Bank UK PLC which, together with any information generated or received by ICICI Bank UK PLC, may be:

- collected and kept by ICICI Bank UK PLC (including any agent or subcontractor appointed by ICICI Bank UK PLC) for the purposes of ICICI Bank UK PLC maintaining its relationship with the Registered User/Visitor and offering or providing services or products;
- used by ICICI Bank UK PLC to carry out matching procedures whether or not for the purpose of taking adverse action against the Registered User/Visitor or maintaining an account and transaction history (whether or not the relationship with ICICI Bank UK PLC is terminated) for ICICI Bank UK PLC's present or future reference.

12.6 The Registered User/Visitor hereby agrees and consents that ICICI Bank UK PLC shall be entitled, in connection with the Registered User's/Visitor's application for any Facilities or related services provided by ICICI Bank, or during the course of the Registered User's/Visitor's relationship with ICICI Bank UK PLC, to obtain and procure information pertaining to the Registered User's/Visitor's accounts, and legal or financial position from whatever sources available to ICICI Bank UK PLC.

12.7 Data sharing, we may record, exchange, analyze and use relevant information about you and your relationships with the companies in our group (including the nature of your transactions) for credit assessment, market research and administrative purposes. Relevant information may also be exchanged with companies in our Group and others, for audit purposes.

### 13. NO AGENCY OR BANKING RELATIONSHIP

13.1 These Terms and Conditions and the Registered User's use of or access to the Website and Mobile App or any Facilities are not intended to create an agency,

partnership, joint venture, employer-employee or banker-customer relationship between the Registered User or the Beneficiary of the one part and ICICI Bank UK PLC or Service Provider of the other part, except where otherwise specifically agreed or appointed. Specifically, the use of the Money2India UK Facility does not establish a current account or any other form of a bank account for the Registered User or the Beneficiary with ICICI Bank UK PLC and does not constitute or create a fiduciary or escrow capacity between the Visitor or the Beneficiary and ICICI Bank UK PLC. Funds held while processing a remittance payment request are not insured by any government authority.

13.2 Please be aware that the Website and Mobile App is a service that you can send money to India and is not an account (such as a bank or payment account). You will not be able to store any form of money or funds (like e-money) on the Registered User Account.

#### 14. INDEMNITY

Each Visitor and/or Registered User agrees to defend, indemnify and hold ICICI Bank UK PLC, ICICI Bank, Service Provider and each of their respective affiliates, directors, officers and employees, harmless from any and all claims, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from the Visitor's or Registered User's use of the Website and Mobile App, the inaccuracy or incompleteness of registration information, or the placement or transmission of any message, information, software or other materials through the Website and Mobile App by the Visitor, the Registered User or users of the Registered User's ID and Registered User's Password or related to any violation of the Terms and Conditions by the Visitor or Registered User or users of the Registered User's ID and password, and any claims dispute or differences between the Visitor or Registered User and any supplier of services that are part of the Facilities.

#### 15. SUSPENSION OR TERMINATION OF ACCESS

15.1 The Registered User acknowledges and agrees that ICICI Bank UK PLC may, without notice, suspend or terminate the Registered User's ID, Registered User's Password or account or deny the Registered User access to all or part of the Website and Mobile App or any Facilities if the Registered User engages in any conduct or activity that ICICI Bank UK PLC, in its sole discretion, believes violates any of the Terms and Conditions, violates the rights of ICICI Bank UK PLC, or is otherwise inappropriate for continued access, or if ICICI Bank UK PLC learns of the Registered User's death, bankruptcy or lack of legal capacity or for any other reason which ICICI Bank UK PLC deems appropriate.

15.2 The Registered User may request ICICI Bank UK PLC to disable the Registered User's ID, Registered User's Password or account by giving prior written notice of at least 15 days to ICICI Bank UK PLC by sending an email to [ukservice@icicibank.com](mailto:ukservice@icicibank.com). The termination shall take effect upon the completion of the fifteenth day or before from the date of receipt of the notice by ICICI Bank UK PLC.

15.2.1 Until suspension or termination of the Registered User's ID takes effect, as described above, the Registered User will remain responsible for any transactions

entered into using the Registered User's ID and all obligations incurred thereby or otherwise by the Registered User.

15.3 All termination notices delivered by the Registered User via e-mail or otherwise should be marked "Termination" in the subject line.

## 16. GOVERNING LAW AND JURISDICTION

16.1 The Website and Mobile App, the Facilities, the Terms and Conditions, all transactions entered into on or through the Website and Mobile App or through the use of any Facility and the relationship between the Visitor and ICICI Bank UK PLC shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws provisions.

16.2 The Registered User and ICICI Bank UK PLC agree that all claims, differences and disputes (collectively, "Disputes") arising under or in connection with or pursuant to the Website and Mobile App, the use of any Facility, the Terms and Conditions, any transactions entered into on or through the Website and Mobile App or through the use of any Facility or the relationship between the Registered User and ICICI Bank UK PLC shall be subject to the exclusive jurisdiction of the competent courts located in the United Kingdom and the Registered User hereby accedes to and accepts the jurisdiction of such courts. Notwithstanding the aforementioned, if ICICI Bank UK PLC deems it appropriate, ICICI Bank UK PLC may institute proceedings against a Registered User in any other court or tribunal/forum having jurisdiction under applicable law. Disputes shall include not only claims made directly by the Visitor/Register User but also made by anyone connected with the Visitor or claiming through a Visitor, such as a recipient of funds

16.3 ICICI Bank UK PLC hereby disclaims all liability, direct or indirect, for non-compliance with the laws of any jurisdiction other than the United Kingdom. The fact that it may be technologically possible to access or use the Website and Mobile App and any Facility in any jurisdiction other than the United Kingdom should not in itself suggest that it is legal to do so. It shall be the sole responsibility of the Registered User and Visitor to verify whether the Website and Mobile App and the Facilities can be legally and legitimately accessed or utilized in the relevant jurisdiction and the Visitor understands that by accessing and using the Website and Mobile App and the Facilities, he or she may be violating the local laws in the United Kingdom, India and/or such jurisdiction. Further, ICICI Bank UK PLC hereby explicitly disclaims any responsibility, direct or indirect, for non-compliance by a Visitor of the laws of any jurisdiction whatsoever.

## 17. NO WAIVER

The failure or delay of ICICI Bank UK PLC to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of ICICI Bank UK PLC shall be valid unless it is in writing and signed by or on behalf of ICICI Bank UK PLC. A waiver of any right or provision by ICICI Bank UK PLC on a particular occasion shall not prevent ICICI Bank UK PLC from enforcing such right or provision on a subsequent occasion.

## 18. SEVERABILITY

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgment, decree, award or decision of any court,

tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition, and the Visitor, Registered User, ICICI Bank UK PLC, the court, tribunal or regulatory or self-regulatory agency or body should endeavor to give effect to the parties intentions as reflected in the provision to the extent possible. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

## 19. LIMITATION

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website and Mobile App or any Facility or the Terms and Conditions must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

## 20. NOTICES

20.1 ICICI Bank UK PLC may give notice to the Registered User by e-mail, letter, telephone or any other means as ICICI Bank UK PLC may deem fit to the address, telephone number or other means last given by the Registered User. Notices under the Terms and Conditions may be given to ICICI Bank UK PLC by the Registered User in writing by delivering them by hand or by sending them by post to ICICI Bank UK PLC's address. ICICI Bank UK PLC may, but shall not be bound to, act upon notices and instructions given by the Registered User to ICICI Bank UK PLC by e-mail, letter, telephone or any other means as ICICI Bank UK PLC may deem fit, except as required by applicable law or regulation.

20.2 In addition, ICICI Bank UK PLC may (but shall not be bound to) also publish notices of general nature, which are applicable to all Visitors and/or Registered User's on its Website and Mobile App. Such notices will have the same effect as a notice served individually to each Visitor and/or Registered User to the extent permitted by applicable law or regulation.

20.3 Documents that may be sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website and Mobile App. ICICI Bank UK PLC shall be deemed to have duly communicated and delivered any communication or document to the Registered User if such communication or document is sent via e-mail to the e-mail address provided by the Registered User to ICICI Bank UK PLC. ICICI Bank UK PLC shall also be entitled to act on the basis of any instructions received or purported to be received by ICICI Bank UK PLC from the Registered User by e-mail or other electronic means or via the Internet. ICICI Bank UK PLC shall also be entitled (but not bound) to

act upon fax instructions and communications.

## 21. MISCELLANEOUS

21.1 ICICI Bank UK PLC may sub-contract or employ agents to carry out any functions or services relating to the Website and Mobile App, any Facility or any of its obligations under the Terms and Conditions.

21.2 The content presented on or through the Website and Mobile App may vary depending upon the Visitor's browser limitations and ICICI Bank UK PLC disclaims any responsibility for the unavailability of any Facility or any error in processing of a transaction through the Website and Mobile App caused by the Visitor's browser limitations.

21.3 Nothing in these T&Cs shall be deemed to create a partnership or joint venture or agency relationship between the parties or confer any right or benefit to any third party. No Person who is not a party to a contract shall have any rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term of a contract.

21.4 These Terms and Conditions together with the payment instruction and the Privacy Statement constitute the whole agreement between the parties in relation to the Payment Services and supersede any previous arrangement, understanding or agreement between them relating to a Payment Service. The Customer acknowledges that, in entering into an agreement with ICICI Bank UK PLC, it does not rely on any statement, representation, assurance or warranty of ICICI Bank UK PLC or any of its employees or agents other than as expressly set out in these Terms and Conditions.

21.5 Should any of these Terms and Conditions be deemed unenforceable or illegal, the remaining terms will nevertheless continue in force and effect.

21.6 If at any time any provision of the Terms and Conditions become illegal or unenforceable then it will not affect the legality or enforceability of any other provision.

21.7 ICICI Bank can take action in future to enforce any of the Bank's rights that are mentioned under the Terms and Conditions and that the Bank may have delayed in enforcing.

21.8 The Registered User may discontinue the use of Service without any penalty.

## 22. Promotional Offer Terms and Condition

- ICICI Bank UK PLC may set its own promotional offers for customers and may revise them at any time. The availability of promotion displayed or offered on or through the Website or Mobile App is subject to change without prior notice. Nothing contained on the Website and Mobile App constitutes an offer, promise or commitment to grant or provide any Facility. While ICICI Bank UK PLC endeavors to post accurate and updated information on the Website and Mobile App, the Registered User must verify the same before taking any action or entering into any transaction.

- The ongoing offer cannot be clubbed with any other offer.
- The offer is valid on any sending amount through any of the payment methods, subject to compliance approval.
- The offer may be valid on any number of transactions booked by both new and existing users as per the Terms and Conditions of the specific offer
- ICICI Bank UK PLC reserves the right to modify the offer Terms and Conditions at any time during the offer period.
- The ongoing promotion is independent of other promotions that may run on ICICI Bank UK PLC from time to time
- Please note that ICICI Bank UK PLC reserves the right to amend/modify, withdraw/suspend, or discontinue any ongoing/current or upcoming/future promotional offers at any time, without prior notice or liability.

## 23 Force Majeure

23.1 Neither ICICI Bank UK PLC nor the Registered User is liable to the other for failure to perform or delay in performing any of its obligations in relation to a payment instruction in so far as the performance of such obligations is prevented by circumstances beyond the control of ICICI Bank UK PLC or the Registered User, as applicable (hereinafter referred to as a Force Majeure Event).

23.2 If ICICI Bank UK PLC and/or the Customer is unable to perform or is delayed in performing its obligations in relation to a Payment Instruction due to a Force Majeure Event, ICICI Bank UK PLC and/or the Customer as applicable shall promptly notify the other party of the occurrence of a Force Majeure Event and use all reasonable endeavors to continue to perform its obligations in relation to the Payment Instruction but if a Force Majeure Event prevents a party from fulfilling its obligations under a Payment Instruction for an unreasonable period the other party may forthwith terminate the Payment Instruction by notice in writing to that party but without prejudice to the respective rights of the parties.

23.3 If ICICI Bank fails to perform our obligations towards the Registered User under the Service due to any event beyond the Banks control such as war, riots, Governmental or Court orders or similar circumstances then we will:

- (a) Perform such obligations as soon as reasonably practicable, or
- (b) Terminate the Service by providing a two months' notice to the Registered User.

## 24. Client money

As permitted under the FCA & PRA Rules, we acts as banker rather than as trustee in respect of any money we hold on your behalf in an account with ourselves, including where any of your assets are realized upon the termination of this agreement. As a result, the Bank will not hold your money in accordance with the FCA's Client Money Rules. In particular, we shall not segregate your money from ours and we shall not be liable to account to you for any profits made by our use as banker of such funds. Further, if the Bank fails, the FCA's Client Money Distribution and Transfer rules will not apply to any money that the Bank holds on behalf of the User and so the User will not be entitled to share in any distribution made under the Client Money Distribution and Transfer rules.

## 25. Complaints

If you want to make a complaint, please contact us in one of the following ways:

- Write to us at:  
Customer Relations ICICI Bank UK PLC,  
One Thomas More Square, London E1W 1YN
- Walk into your nearest ICICI Bank Branch and speak to a member of staff.
- Telephone: Customer Service Centre on 0344 412 4444 (Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) or +44 2034785319 (if outside UK) to inform us of your concerns.
- Email: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)

We will arrange for the right Person within the bank to investigate and respond to your concerns. (You must not send us your password, or other information you consider confidential, by e-mail or post). In certain cases, the responder may not be the same Person who initially received your complaint but will be best equipped to help you. We will send you an acknowledgment to let you know we have registered your complaint. We will aim to resolve your complaint within 3 Business Days, however, there may be occasions where it may take longer. If this happens, we will do our best to resolve your complaints as soon as possible. If we do need more time, we will contact you to let you know. At the latest, your complaint will be resolved within 8 weeks, and we will send you a final response letter that will detail the findings of our investigation. In the unlikely event that you remain unhappy with our response, or we have not sent you a final response within 8 weeks of the original complaint you have the right to take your complaint to the Financial Ombudsman Service.

### Complaints within the scope of The Revised Payments Services Directive (PSD2)

We will aim to resolve your complaint which falls within the scope of PSD2 within 3 Business Days, however, there may be occasions where it may take longer. If this happens, we will do our best to resolve your complaints as soon as possible. If we do need more time, we will contact you to let you know. At the latest, your payment service- related complaints will be resolved within 15 Business Days extending to 35 Business Days in exceptional circumstances (What constitutes 'exceptional circumstances' will be determined on a case-by-case basis ) and we will send you a final response letter which will detail the findings of our investigation. In the unlikely event that you remain unhappy with our response, or we have not sent you a final response within 35 Business Days or a holding response has not been sent within 15 Business Days of the original complaint, you have the right to refer your complaint to the Financial Ombudsman Service. If you would like the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of the final responses. You can find out more about the Financial Ombudsman Service by asking for the FOS leaflet at any of our Branch or you can write to: The Financial Ombudsman Service Exchange Tower London E14 9SR Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Telephone: 0300 123 9 123 or 0800 023 4567

### Online Dispute Resolution (ODR)

If you remain unhappy with our response to a complaint about a product or service purchased online, you have the option to use the UK's Online Dispute Resolution (ODR)

platform. You would need the following email address to use this service: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com) and you can access the platform using the following link -the ODR platform. The ODR platform will ultimately share your complaint with the Financial Ombudsman Service (FOS). Therefore, you may wish to refer your complaint directly to FOS.