

MOBILE APPLICATION TERMS & CONDITIONS FACILITY

DEFINITIONS:

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

“Applicable Law” shall mean all applicable statutes, act of legislature or parliament, laws, bye-laws, enactments, regulations, ordinances, policies, treaties, rules, notifications, circulars, government resolutions, directives, permits, guidelines, clearances, directions, requirements, licenses, rule of common laws, orders, decrees, judgments, injunctions, writs or orders of any court of record having the force of law, or any restrictions or conditions including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of any authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter, as may be amended, replaced, re-enacted, substituted, supplemented, modified from time to time.

“Affiliate of ICICI HFC” means and includes:

- (a) any company which is the holding company or subsidiary of ICICI HFC, or
- (b) a person under the control of or under common control with ICICI HFC, or
- (c) any person, in more than 26% of the voting securities of which ICICI HFC has a direct or beneficial interest or control.

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

"Customer" shall mean a customer of ICICI HFC or of an Affiliate or any person who has applied and/or availed for any product/service of ICICI HFC.

“ICICI Home Finance Company Limited” shall mean a company incorporated under the Companies Act, 1956, having its Registered Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051 and its corporate office at ICICI HFC Towers, JB Nagar, Andheri – Kurla Road, Andheri (East), Mumbai - 400059 (The “Lender” or “IHFC”).

“ICICI HFC Customer Care” refers to the number/s provided on the Mobile Application by ICICI HFC to its Customers for inquiry of any ICICI HFC Products and Services, customer service and grievance redressal.

"Service Facility" shall mean provision of Services via the Mobile Application for loans and Fixed Deposits to the customers as mentioned in the ‘Services’ tab on the Mobile Application. It will also provide the option of getting documents as listed in the Documents tab’, which may be downloadable on the Mobile Application or sent via the Customers registered email ID.

“Fixed Deposit Facility” means the Fixed Deposits held by the Customer with ICICI HFC in accordance with Fixed Deposit Application and Transaction Documents, not exceeding in the aggregate the amount(s) as have been set out in the Transaction Documents.

“Loan Facility” means the loan(s)/the financial assistance/s provided / agreed to be provided to the Customer by the ICICI HFC under and in accordance with the Facility Agreement and Transaction Documents, not exceeding in the aggregate the amount(s) as have been set out in Transaction Documents.

"Mobile Phone Number" shall mean the number registered with ICICI HFC provided by the Customer while availing the products and services with ICICI HFC.

"Personal Information" shall mean the information about the Customer obtained by ICICI HFC in connection with the Service Facility.

“RBI” shall mean the Reserve Bank of India.

"Rooting/Jailbreaking" shall mean the process of allowing users of smartphones, tablets and other devices running the mobile operating system to attain privileged control (known as root access) over various subsystems performed with the goal of overcoming limitations that carriers and hardware manufacturers put on some devices. Rooting gives the ability (or permission) to alter or replace system applications and settings, run specialized applications that require administrator-level permissions, or perform other operations that are otherwise inaccessible to a normal user.

“Transaction Document(s)” means the Loan Agreement and/or Fixed Deposit Application along with the Schedules hereto, Sanction Letter(s), all writings, undertakings, authorizations, security documents including in relation to creation of, perfection of and recording of any Security, and other documents, as required/ may be required by ICICI HFC, executed or entered into or to be executed or entered into/ by the Customer or, as the case may be, any other person, in relation to, or pertaining to the Service Facility and/or Security therefor , and each such Transaction Document as may be amended from time to time.

“SMS” shall mean Short Messaging Service, which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

"Service Requests " means requests triggered by the Customer and raised to ICICI HFC to provide any Service or Documents mentioned in the ‘Services or Documents’ tab in the Mobile Application. The Customer can also raise service requests at its nearest branch or digitally via the ICICI HFC website.

“Mobile Application” shall mean the ‘ICICI Home Finance’ customer service application which can be downloaded on Play store and/or App store to utilize the Service Facility(s) offered on the customer service application by ICICI HFC.

“NHB” means National Housing Bank

In these Terms and Conditions, unless the contrary intention appears:

(a) a reference to :

an "amendment" includes a supplement, modification, novation, replacement or reenactment 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, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.

the singular includes the plural (and vice versa);

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

reference to the words "include" or "including" shall be construed without limitation;

reference to a gender shall include references to the female, male and neutral genders;

all approvals, permissions, consents or acceptance required from ICICI HFC for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI HFC;

Any terms not defined herein shall have the same meaning as specified in the Service Facility Agreement and Transaction Documents executed by the Customer.

APPLICABILITY OF TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") together with the Transaction Documents executed by the Customer and as accepted by ICICI HFC shall form the contract between the Customer and ICICI HFC and shall be further subject to such terms as ICICI HFC may agree with the other service providers. These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing the ICICI HFC website, ICICI HFC Customer Care Centre and relating to any of the Account(s) of the Customer and /or any other product/services provided by ICICI HFC and/or its Affiliates.

AUTHORISATION

The Service Facility shall be made available to the Customer only after login of the Customer by entering PAN and OTP, or any other mode as may be stipulated by ICICI HFC from time to time as may be decided at the discretion of ICICI HFC. ICICI HFC has adopted the mode of authentication of the Customer by entering the PAN number and an OTP will be triggered to the Customers Mobile Phone Number registered with ICICI HFC linked to the PAN.

The Service Facility shall be activated from the date of loan disbursement by ICICI HFC. Future logins into the Mobile Application can be done via Biometric authentication enabled on the device.

The Service Facility is made available to the Customer at the sole discretion of ICICI HFC and may be discontinued by ICICI HFC at any time, without notice. ICICI HFC shall have the discretion to offer the Service Facility to Non-Resident Indians subject to applicable laws. The access of the Customer to the Mobile Application shall be restricted to Customer availing the Mobile Application through the Mobile Phone Number registered with ICICI HFC.

The Customer desirous of using the Service Facility should be either a sole Account holder or authorized to act independently as per the Transaction documents. The Customer hereby accepts that all or any instructions or Service Requests arising from the use of the Service Facility in the joint account shall be final and binding on all the joint account holders/ Co-Borrowers, jointly and severally.

ICICI HFC shall endeavor to provide to the Customer through the Service Facility, such services as ICICI HFC may decide from time to time. ICICI HFC reserves the right to decide what services may be offered to a customer. ICICI HFC may also vary the services offered through the Service Facility at its sole discretion. Only those Account/s opened with ICICI HFC and attached to the respective PAN number will be accessible through the Service Facility.

SERVICE REQUESTS

ICICI HFC may, in its discretion, not give effect to any Service Requests if ICICI HFC has reason to believe (which decision of ICICI HFC shall be binding on the Customer) that the Service Requests are not genuine or otherwise improper or unclear or raise a doubt or in case any Service Requests cannot be put into effect for any reasons whatsoever. Where ICICI HFC considers the instructions for the Service Requests to be inconsistent or contradictory it may seek clarification from the Customer before acting on any Service Request of the Customer or act upon any such Service Request as it may deem fit. ICICI HFC shall have the right to suspend the Service Facility if ICICI HFC has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Service Facility.

The Customer acknowledges that to receive SMS, his Mobile Phone Number must be active and accessible. Service Requests will be processed by ICICI HFC after receipt and ICICI HFC shall have the discretion to determine the time taken to process such request. The Customer acknowledges that there shall be an intervening period between receipt of Service Requests by ICICI HFC and process of the Service Requests.

The Customer acknowledges that the provision of the Service Facility is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by ICICI HFC or otherwise. ICICI HFC shall endeavor to carry out the Service Requests of the Customer promptly, provided that ICICI HFC, shall not be responsible for the delay in carrying out such instructions due to any reason whatsoever, including, but not limited to, failure of operational system or any requirement of law or ICICI HFC's internal policies.

RESPONSIBILITY AND OBLIGATIONS OF THE CUSTOMER

1. AVAILABILITY & DISCLOSURE

ICICI HFC has adopted the mode of authentication of the Customer by means of verification of PAN through OTP sent to the Customers Mobile Phone Number or through any other mode of verification as may be stipulated at the discretion of ICICI HFC, which are recognized under Information Technology Act, 2000 for authentication of electronic records. Any unauthorized access and/or use of aforementioned modes of authentication can raise a risk to the security of the Account/s of the Customer.

The Customer is solely responsible to maintain the secrecy and confidentiality of any authentication parameters and the Customer shall not disclose the Mobile Phone Number, one-time password (OTP) and/or any other PIN or mode of verification to any other person and shall not respond to any unauthorized SMS/ email/ phone call wherein such details have been asked for.

The instructions by the Customer for certain Service Requests shall be effected only after intimation via SMS or email to all the joint account holders/Co-borrowers (as may be applicable) or through any other mode of verification as may be stipulated at the discretion of ICICI HFC.

The Customer agrees that the access to the Service Facility shall be only through the Mobile Phone Number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer. The Customer(s) understand that since the transactions are instantaneous in nature, the reversal of the same is not feasible.

The Customer is responsible for intimating to ICICI HFC any change in his Mobile Phone Number or email address or Account details and ICICI HFC will not be liable for sending SMS or other information over the Mobile Phone Number/email address recorded with ICICI HFC.

2. AUTHORITY TO ICICI HFC

The Customer irrevocably and unconditionally authorizes ICICI HFC to access and operate all his Account/s and information for effecting Services Requests or other instructions through the Service Facility and to share the Account information with any third parties for the purpose of accepting/ executing such requests of the Customers.

The Customer expressly authorizes ICICI HFC to disclose to a service provider, payment aggregator or any other third party and under Applicable Laws, all their personal information in its possession, as may be required by them to provide the Service Facility offered under the Mobile Application. ICICI HFC may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/ services.

The Customer authorizes ICICI HFC to utilize the information provided by him for availing the Service Facility, for the purposes of information provided by ICICI HFC in its applications, surveys, mailing lists, marketing and other purposes. ICICI HFC may use this information to develop mailing lists that may be used by companies with whom ICICI HFC shall work to develop marketing offers for the Customers.

The Customer acknowledges and agrees that any payments made through the Mobile Application may be processed by third-party payment aggregators or payment gateways, as engaged by ICICI HFC from time to time. The Customer shall comply with (i) the terms and conditions, privacy policy, and operational guidelines prescribed by such payment aggregators or payment gateways (ii) all applicable laws, rules and regulations included but not limited to the Information Technology Act, 2000 and the Prevention of Money Laundering Act, 2002 while making any payment transactions through the Mobile Application.

ICICI HFC shall not be liable for any claim, loss or liability arising out of the Customer's failure to comply with any of the aforesaid terms or applicable law.

3. INTELLECTUAL PROPERTY

ICICI HFC in its sole discretion shall decide the devices, software platforms, versions, networks, methods, and data services that will be supported by the Service Facility. Any attempts to modify unsupported versions for use in the Service Facility will be treated as an unauthorized use and violation ("Unauthorized Use") of this Terms and Conditions Document. The Service Facility shall be suspended with immediate effect if there is Unauthorized Use by the Customer.

From time to time ICICI HFC may publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of the Mobile Application of different instruments. The Customer must comply with these terms and conditions at all times. Any attempts to work around these published requirements or to modify unsupported versions for use in the Mobile Application will be treated an unauthorized use and violation of these Terms and Conditions.

4. ACCURACY OF INFORMATION

The Customer undertakes to provide accurate and complete information wherever required and shall be solely responsible for the correctness and completeness of information provided by him to ICICI HFC at all times. ICICI HFC shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by the Customer to ICICI HFC, he shall promptly inform ICICI HFC. ICICI HFC will endeavor to correct the error wherever possible on a best effort basis. While ICICI HFC will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, ICICI HFC and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information.

5. INFORMATION

The Customer agrees that ICICI HFC and / or its Affiliates may hold, process, store and share the Customer's personal information concerning or in connection with the Service Facility in the Mobile Application as well as for servicing the Loan Account or Fixed Deposit Account, analysis, credit scoring and marketing. The Customer also agrees ICICI HFC may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention. The Customer using the Service Facility authorizes ICICI HFC to collect and use technical information about the equipment and related software, hardware and peripherals and any data and information stored in the equipment, whether internet-based or wireless, to improve ICICI HFCs products and to provide services to the Customer. By using the Mobile Application, you consent to us to share this information to any of our agents, Service providers, payment aggregators, Affiliates or any other third party as the ICICI HFC may deem fit to determine your credit scoring, services offered to you, or to improve our Services and/or your experience while using the Mobile Application or for submission to statutory and regulatory authorities.

The Customer accepts that SMS communication from ICICI HFC may contain certain Account information relating to the Customer. The Customer authorises ICICI HFC to send Loan/ FD Account details related information , though not specifically requested, if ICICI HFC deems that the same is relevant.

ICICI HFC shall endeavor to comply with all applicable data protection laws and regulation for provision of the Service Facility on the Mobile Application.

FINGERPRINT AND FACE AUTHENTICATION TERMS

The Customer understands that, authenticating login using fingerprint or face is the capability of the device/smartphone and the accuracy of the feature. ICICI HFC doesn't hold responsibility for any issues in the operation of the feature. ICICI HFC validates a transaction based on the success or failure message that is received from the device. The Customer takes a conscious call in giving permission to the Mobile Application to use the finger print and Face authentication feature of the device. The Customer is aware that any fingerprint or face added/registered to the device will be able to access the Mobile Application. ICICI HFC is not responsible for any fraud that might occur due to any person other than the genuine Customer adding his/her fingerprint to the device and accessing the Mobile Application. The Customer should ensure that only his/her fingerprint or face is added/registered to his/her device and no one else has access to this fingerprint authentication feature.

If the Customer has reason to believe that the Mobile Phone Number is / has been allotted to another person and / or there has been an unauthorised transaction in the Account and / or his mobile phone handset is lost, he shall immediately inform ICICI HFC of the same.

RECORDS

All records of ICICI HFC generated by the transactions arising out of use of the Service Facility or the one-time password or other forms of secure authentication including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the Customer's personal and transactional details is hereby expressly granted by the Customer to ICICI HFC.

The Customer accepts that all information, transactions and instructions on the Mobile Application will be transmitted to and /or stored at various locations and be accessed by personnel of ICICI HFC (and its Affiliates).

INDEMNITY

In consideration of ICICI HFC providing the Service Facility, the Customer, at his own expense, agrees to indemnify, defend and hold harmless, ICICI HFC, its directors and employees, representatives, agents, customers and/or the Affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that ICICI HFC may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the ICICI HFC or otherwise for use of the Mobile Application or pursuant to any electronic instruction.

The Customer further agrees to indemnify, defend and hold harmless, ICICI HFC and/or its Affiliates from any losses occurring as a result of the:

- i. the Customer permitting any third parties to use the Service Facility;
- ii. the Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone;
- iii. breach of any of the Terms and Conditions of the Mobile Application;

DISCLAIMER OF LIABILITY

ICICI HFC shall not be responsible for any failure on the part of the Customer to utilize the Service Facility if the Customer is not within the geographical range within which the Service Facility is offered and which forms part of the roaming network of such cellular service provider, providing services to the Customer availing such roaming facility from the respective cellular service provider.

The Customer agrees that ICICI HFC shall not be liable if:

- the Customer has breached any of the terms and conditions, contained herein or
- any unauthorised use of the PIN, OTP or Mobile Phone Number or for any fraudulent, duplicate or erroneous instructions given by use of the OTP, or PIN, or Mobile Phone Number;
- the Customer has contributed to or the loss is a result of failure on part of the Customer to advise ICICI HFC within a reasonable time about Unauthorised Access of or erroneous transactions by use of the Service Facility; or
- as a result of failure on part of the Customer to advise ICICI HFC of a change in or termination of the Customer's Mobile Phone Numbers/SIM ("Subscriber Identity Module") Cards.
- there has been an unauthorized transaction in the Account as a result of any person having control or custody of telecommunications instrument (such as the mobile handset) so that such instrument may be used to give telecommunications instruction without authorization or any other issue/default/error/technological problem in the telecommunication instrument (such as the mobile handset) or duplication of mobile number / SIM of the Customer such as but not limited to SIM card cloning, virus in handset etc.
- there are any unauthorized modifications to the mobile device by the Customer or the unauthorized modifications are existent inherently at the time of purchase of the device, such as by way of "Rooting" or a "Jailbreak", making it vulnerable to external attacks and subsequent unlawful access, and such a mobile device is then used to avail the Service Facility provided by ICICI HFC.
- acting in good faith on any instructions from the Customer received by ICICI HFC in relation to the Service Facility;

If any damage is caused to ICICI HFC due to any Illegal, fraudulent or improper use of the Service Facility, ICICI HFC shall render the Customer liable for payment of financial charges as decided by ICICI HFC or will result in suspension of the Service Facility for the Customer.

ICICI HFC shall endeavor to provide the Service Facility on a best effort basis and the Customer shall not hold ICICI HFC liable for non-availability of the Service Facility or

nonperformance by service providers, if any, engaged by ICICI HFC or any loss or damage caused to the Customer as a result of use of the Service Facility for causes which are not attributable to ICICI HFC.

Under no circumstance, ICICI HFC, its employees, agent or contractors, shall be held liable if the Service Facility is not available for reasons including but not limited to natural calamities, legal restraints, or any faults, failure, delay, interruption, suspension, restriction, in the telecommunication network or equipment or ICICI HFCs systems any error or omission in the services provided by any cellular third party service provider (whether appointed by ICICI HFC in that behalf or otherwise), loss of any information/instructions in transmission or any other reason beyond the control of ICICI HFC. ICICI HFC shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever, whether foreseeable or not, sustained by the Customer or by any other person.

Notwithstanding anything in the contrary provided in this terms and conditions, ICICI HFC shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular service provider or any third party service provider (whether appointed by ICICI HFC for such purpose or otherwise). ICICI HFC makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.

ICICI HFC may provide any other services as a part of the Service Facility and ICICI HFC shall not be liable for the oversight on part of the Customer to update himself with the addition of services which have been included in the Service Facility and as will be available on the Mobile Application.

MODIFICATION

ICICI HFC shall have the absolute discretion to amend, delete or supplement any of the Terms and Conditions, Service Requests, features and benefits in relation to the Service Facility. The Customer shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto as may be posted on the Mobile Application or any other platform decided by ICICI HFC and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Service Facility.

TERMINATION

The Customer will continue to be responsible for any transactions that may have been effected in relation to the Service Facility prior to such uninstalling of the Mobile Application.

ICICI HFC may, without prior notice, suspend the Service Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Service Facility.

ICICI HFC may suspend or terminate Service Facility without prior notice if the Customer has breached these Terms and Conditions or ICICI HFC learns of the death, bankruptcy or lack of legal capacity of the Customer or due to any other reason as ICICI HFC may deem fit. The

Mobile Application shall be accessible to the Customer even after closure of all your Loan and Fixed Deposit facilities with ICICI HFC.

LIMIT OF TRANSACTIONS

Customers can make financial transactions of values up to Rs. 2,00,000/- per transaction for making part pre-payment and/ or paying any charges/penalty. ICICI HFC may, at its sole discretion, increase or reduce the limit up to the limit as permissible under applicable laws.

SET-OFF

ICICI HFC shall have a specific and special lien on all the Customers' and/or Customers' Group Entities' present and future deposits, stocks, shares, securities, property, assets, security interest, book debts, all moneys in all accounts whether current or other deposits, loan accounts, held with or under control of or deposited with or to the order of or in custody, legal or constructive, with the ICICI HFC and/or any ICICI HFC Group Entities, now or in future, whether in same or different capacity and whether singly, severally or jointly with others, whether for any borrowing, financial relationship, safe custody, collection, or any other purpose, or otherwise, whether in same currency or different currencies, and together with all benefits and accrual thereon.

Separately, ICICI HFC and the ICICI HFC Group Entities shall have the specific and express right, without notice to and without consent of the Customer or any of the Customer Group Entities, to set-off, transfer, sell, realize, adjust, appropriate all such amounts in all such accounts and deposits (whether prematurely or upon maturity as per the ICICI HFCs discretion), securities, amounts, property, etc. as aforesaid (including benefits and accruals thereon), for the purpose of realizing or against any of dues or monies/liabilities outstanding in respect of any of the liabilities whether ear-marked for any particular liability or not, to combine and/or consolidate all or any of accounts of any of the Customer and the Customer Group Entities including with different branches or different ICICI HFC Group Entities and set-off any such monies and/or assets, securities, amounts, property, etc. as aforesaid (including benefits and accruals thereon), whether such accounts are of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective liabilities or upon any default in payment of any part of any of the liabilities.

TAX

Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customer/s due to provision of the Service Facility, shall be to the sole account of the Customer/s.

ELECTRONIC EXECUTION

The Customer has consented to accept the terms of the Mobile Application and Service Facility through a PAN verification and/or one-time password or other forms of secure authentication as may be provided by ICICI HFC from time to time.

The Customer acknowledges and accepts that on receipt of the one-time password or other forms of secure authentication, ICICI HFC shall assume that such authentication has been

provided by the Customer. ICICI HFC shall have no obligation to verify the authenticity of any transaction/instruction or Service Request received or purported to have been received from the Customer through the Mobile Application.

The Customer is aware that electronic communications involve certain risks including unauthorized alteration of data and/ or unauthorized access by third parties thereof. ICICI HFC may (but shall not be obliged to) act as aforesaid without inquiry as to the identity or authority of the Customer giving or purporting to give any electronic instruction or as to the authenticity of any electronic message and may treat the same as fully authorized by and binding on the Customer.

The Customer understands and voluntarily agrees to the option of electronic execution of any Service Requests or instructions and shall undertake the related process that maybe necessary for the electronic execution. The Customer understands that process of electronic execution is conducted as per the provisions of Applicable Laws.

GOVERNING LAW

Any dispute or differences arising out of or in connection with the Service Facility shall be subject to Laws of India and the exclusive jurisdiction of the courts of Mumbai.

ICICI HFC accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of India. The mere fact that the Mobile Application can be accessed by a customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the Account/s of the Customer and / or the use of the Service Facility.

MISCELLANEOUS

ICICI HFC may at any time provide the Customer with details of the various products, offers and services offered or to be offered by ICICI HFC Limited / its Affiliates through the Service Facility.

ICICI HFC reserves the right to revise the policies, features and benefits offered through the Service Facility from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The Customer will be bound by such revisions/changes unless the Customer terminates the Service Facility.

All such transactions effected by or through facilities for conducting remote transactions by means of electronic, established by or on behalf of ICICI HFC or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by ICICI HFC or its Affiliates for such facilities/ services, as may be prescribed from time to time.

NOTICES AND COMMUNICATIONS

The Customer may give notice under these Terms and Conditions electronically to the mailbox of ICICI HFC (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the registered address of the ICICI HFC, last recorded with ICICI HFC.

Any notice or communication to ICICI HFC can be made at its office at ICICI Home Finance Company Limited, ICICI HFC Tower, Andheri-Kurla Road, Andheri (East) Mumbai - 400059.

In addition, ICICI HFC may also provide notice of a general nature regarding the Service Facility, by means the customized messages sent to the Customer over his mobile phone as short messaging service ("SMS") or other mode as may be deemed fit by ICICI HFC.