

Terms & Conditions for FASTag provided by Central Bank of India

These Terms and Conditions apply to regulate the provision of FASTag facility provided by Central Bank of India [Hereinafter referred as **"Bank"**]. These terms and conditions (the "Terms and Conditions") shall be in addition to and not in derogation to any other terms as stipulated by Bank from time to time.

1. Definitions

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

"Application" or the **"Tag Application"** shall refer to the application made by a customer to Bank for the issuance of a Tag. The Application shall be in the form of a written or online application made in the manner and format prescribed by Bank and shall form an integral part of these Terms and Conditions.

"Concessionaire" refers to the person/ entity that has been granted the right to construct, maintain, and toll the Highway by the National Highways Authority of India.

"National Highway" shall mean all the National Highways where NETC program is active.

Disclaimer: NHAI/IHMCL reserves the right to modify, alter, add or delete Toll Plazas from the list.

"NPCI" means National Payment Corporation of India

"Tag" refers to the prepaid FASTag issued by Bank.

"Wallet" shall mean Digital account linked to a FASTag created by service provider and maintained by customer for the purpose of automatic payment of toll charges and allows vehicles to pass through toll plazas without stopping for cash payments.

"Tag Member/s" shall mean the individual or corporate/s who makes an Application for the issuance of, and to whom the Tag has been issued by Bank subject to such terms and conditions as may be specified by Bank, and who is authorized to hold and use the Tag.

"Tag system" refers to website, App owned, operated and maintained by Bank. Also, it shall refer to Service Provider Solution.

"Toll Plaza" shall mean such establishments maintained by the Concessionaire, wherever located, whereby users are required to pay the toll amount applicable on a vehicle for usage of the Highway.

"Transaction" shall mean any Tag transaction/s carried out by the Tag Member/s as permitted by these Terms and Conditions, including but not limited to, loading or reloading of funds to a Tag; Tag balance (Wallet) enquiries and/ or such other uses as Bank may permit in writing from time to time.

“Service Provider” shall mean Bank engaged partner to provide NETC FASTag service to Bank Customer. Here it shall mean M/S 1Pay Mobileware Private Limited.

“Online Recharge” shall refer to fund transfer from Bank account to FASTag wallet using any of the options available such as UPI, Debit Card, Credit Card etc.

"Customer Care" refers to the telephonic customer service facility provided by Bank to Tag Member/s for any Tag related queries.

2. Interpretation

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender include the other gender.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.
- The rules of interpretation as set out in the General Clauses Act shall, unless it be repugnant to the subject or context thereof, apply to these Terms and Conditions as if incorporated herein.

3. Applicability of Terms

The Tag Member shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by submitting the Application for the Tag or by performing a Transaction or by accepting the Tag, in the form and manner prescribed by Bank from time to time.

4. Issuance of Tags

Customer shall visit Tag system through any one of the means provided by Bank. Customer shall register on the Tag and shall link the bank account with Bank to the registered account. Post this activity, customer can apply for Tag by providing required information and documents. As part of application, the required charges shall be deducted from bank account. For each Bank account there can be more than 1 Tag linked.

Customer shall visit Bank Branches and fill in the application form and provide required documents for verification. Bank officials shall verify all the documents and link customer bank account to Tag issued to customer.

Bank may issue the Tag to a customer on the request of the customer and pursuant to the customer making an Application for the Tag and agreeing to the applicable terms and conditions in the form and manner prescribed by Bank in this regard. Bank shall maintain records of these Applications and other Transactions in such manner as may be deemed suitable by Bank.

The Tag issued by Bank to the Tag Member shall be affixed by the customer of the Bank on the vehicle of the Tag Member with the license plate number (RC number) specified by the Tag

Member in the Application. The Tag is not transferable and may only be used with respect to the vehicle on which the Tag has been issued by the Bank.

At the time of making the Application for issuance of the Tag, the Tag Member shall be required to pay amount of as mentioned on Tag system as may be specified by Bank subject to internal and applicable regulatory and statutory guidelines. FASTag Wallet will be created and can be recharged through UPI, Debit Card, Credit card etc. However, such funds can only be accessed by the Tag Member once Bank has activated the Tag.

When a customer's vehicle passes through a toll plaza, the toll acquirer system reads the vehicle information from the FASTag affixed on the vehicle. The applicable toll will be automatically deducted from Wallet subject to availability of sufficient balance in wallet and after successful recovery/ collection, wallet balance will be updated accordingly.

The tag holder shall be bound to comply with these Terms and Conditions and all the policies stipulated by Bank from time to time in relation to the Tag.

Bank may, at its sole discretion, refuse to accept the Application and to issue the Tag to the Tag Member.

Approved tag will be delivered either to the address provided by customer for the Tag system in the application or over the counter through Bank Branches. Bank shall make best effort to deliver the Tag to the said address. Bank shall not be liable in case the address is wrong or not delivered due to unavailability of the customer/Tag member.

In case the Tag cancellation/ surrender is requested to bank, Bank may charge an additional fee as prescribed by Bank.

5. Features of Tag

The Tag may be used for the purpose of making applicable toll payments and applicable taxes if any (as may be required by the relevant authorities) at participating Toll Plazas on the Highway through the ETC lane provided at such Toll Plazas. All request for Toll made by NPCI system shall be deemed accepted or valid. Misuse or misrepresentation of information shall also result in blocking or blacklisting.

The list of participating Toll Plazas will be updated on the Tag Website by Bank from time to time. During registration Tag member would have created Username, Password and PIN. The Tag Member must not disclose this Username, Password and PIN to anyone else. Limitations regarding minimum amount, maximum amount, annual load limit and frequency of loading and reloading shall be applicable as prescribed by the Bank from time to time. After activation of tag by Bank and creation of wallet immediately available for the Tag Member to use. The linked bank account to Tag cannot be changed once application is made by customer/ Tag member.

Tag member will have to ensure that the Tag linked bank account is active with valid KYC and follows the standard process as advised by Bank with respect to bank account policy. Bank shall not be responsible if Bank account is short of funds, KYC noncompliant, dormant account, inactive, blocked account. All the rules/ guidelines related to Wallets/ Pre-paid instruments issued

by regulators from time to time will be applicable.

NPCI terms and conditions as well as policies set by them shall be applicable to all Tag members unconditionally.

6. Lost / Stolen / Damaged Tags

If the Tag is lost or stolen, the Tag Member must file a report with the local police and should be able to produce a copy of the police report upon request by Bank. The Tag Member must immediately report the loss/ theft over the telephone to the Customer Care and /or lodge a complaint. Customer Care shall, upon adequate verification, hotlist/ cancel/ suspend the Tag and terminate all facilities in relation thereto during working hours on a working day following the receipt of such intimation and on the request of the Tag Member and shall not be liable for any inconvenience caused to the Tag Member in this regard. The Tag Member shall take cognizance of the fact that once a Tag is reported lost, or stolen and is subsequently found, the same shall be promptly cut in half and adequate care taken to prevent its misuse. The Tag Member is responsible for the security of the Tag and shall take all steps towards ensuring the safe keeping thereof. The Tag Member will be liable for all charges incurred on the Tag until the Tag is reported lost /stolen. Further, in the event Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Tag would rest with the Tag Member. In case of any dispute relating to the time of reporting and/ or Transaction/s made on the Tag or any other matter in relation to the said Tag, Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction.

In the event Transaction/s on the Tag occur after the Tag Member claims to have destroyed the Tag, the Tag Member shall be entirely liable for any such charges incurred on the Tag and shall under no circumstances hold Bank responsible for the same.

In case of Tag lost/ stolen/ damaged, penalty will be charged as per norms of Bank. Tag Member can recover the balance amount available on the Tag as per Bank policy / process.

7. Surrender/Replacement of Tags

The Tag Member may apply to the Bank for cancellation of Tag in the event the services are no longer required by the Tag Member.

In case of loss of the Tag, the Tag may be blocked by the Tag Member by visiting branch or by login into Tag system & furnishing the required information for blocking the tag. Once a Tag is reported as lost or stolen the Tag cannot be used again, even if found subsequently. In case of surrender/ replacement of FASTag charges may be levied as prescribed by Bank. Tag Member can recover the balance amount available on the Tag as per Bank policy/ process. There is no Tag replacement in case of lost, stolen or damaged by Tag Member. The Tag member is required to apply for a new Tag as a fresh application.

Funds if any unused (no pending dues) in the form of wallet balance shall be made available to customer.

8. Expiration and Termination

The Tag is valid up to a period of five years from the date of issuance of the Tag. Bank may, at any time, with or without notice, at its absolute discretion, terminate the Tag.

In case the Tag Account/ wallet remains unused for a period of 6 months with insufficient balance amount, the Tag Account will be closed with prior intimation to the Tag Member and the corresponding Tag shall not be accepted at any Toll Plazas for the purpose of payment of toll. On termination of the Tag the total of all charges then outstanding, whether or not already reflected in the Statement and, the amount of any Charges incurred after termination, shall become forthwith due and payable by the Tag Member as though they had been so reflected, and interest will accrue thereon as may be applicable as per Bank policy/process, from time to time. The Tag Member shall continue to be fully liable to Bank for all charges incurred on the Tag prior to termination.

Notice of termination of the Tag shall be deemed given when a notice, as per the records of Bank, is sent to the email ID provided by Tag Member.

Funds if any unused (no pending dues) in the form of balance available in wallet shall be made available to customer.

9. Usage Guidelines

The said Tag is valid only in India and only with respect to payments required to be made in INR. The Tag Member shall at all times ensure that the Tag is kept at a safe place and shall under no circumstances whatsoever allow the Tag to be used by any other individual. The Tag Member shall be responsible for all facilities granted by Bank and for all related charges in relation to all dealings with the Tag and Bank. The Bank accepts no responsibility for any surcharge levied by any Concessionaire and debited to the balance available on the Tag, with the Transaction amount. Any Transaction undertaken at a Participating Toll Plaza shall be conclusive proof that the charge recorded on such requisition was properly incurred for the amount and by the Tag Member using the Tag except where Tag has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Tag Member.

The Tag Member is responsible for all Transactions initiated by use of the Tag, except as otherwise set forth herein. Each time the Tag Member uses the Tag at a participating Toll Plaza, Tag Member authorizes Bank to reduce the funds available in the Tag Account/ wallet by the amount of the Transaction. The Tag Member is not allowed to exceed the available amount in the Tag Account/ wallet through an individual Transaction or a series of Transactions. Nevertheless, if a Transaction exceeds the balance of the funds available in the Tag Account/ wallet, the Tag Member shall remain fully liable to Bank for the amount of the Transaction. Bank reserves the right to bill the Tag Member for any negative balance. The Tag Member agrees to pay Bank promptly for the negative balance. Bank also reserves the right to cancel/ terminate the Tag Bank reserves into itself the absolute discretion to decline to honor the Transaction requests on the Tag, without assigning any reason thereof. Bank reserves the right to recover all the funds/ charges/ dues pending or unsettled even after closure of Tag and that shall be done from any of the Bank account available

with the bank or any other payment method as Bank may deem fit.

10. Closure

The Tag Member may at any point of time, request for closure of the Tag Account by visiting any Branch and submitting such documentation as may be required by Bank policy/ process in this regard. Thereafter, the balance amount (if any) remaining in the related Tag Account/ Wallet would be made available to the Tag Member in his bank account only within 15 days from the date of the request for closure having been placed. Tag member may use online Tag system to initiate closure of Tag.

Tag member who has applied in Branch and received the Tag will be required to visit branch to do the required formalities.

11. Exclusion from Liability

In consideration of the Bank providing the Tag Member with the facility of the Tag, the Tag Member hereby agrees to indemnify and keep Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Tag Member. The said facility of the Tag or by reason of Bank's acting in good faith and taking or refusing to take or omitting to take action on the Tag Member's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Tag Member; breach or noncompliance of the rules/ Terms and Conditions relating to the Tag and/or fraud or dishonesty relating to any Transaction by the Tag Member. The Tag Member shall also indemnify Bank fully against any loss on account of misplacement loss of the tag. Without prejudice to the foregoing, Bank shall be under no liability whatsoever to the Tag Member in respect of any loss or damage arising directly or indirectly out of:

- a. Any defect in quality of goods or services supplied by any third party.
- b. The refusal of any person to honor or to accept the Tag.
- c. The malfunction of any computer system.
- d. Handing over of the Tag by the Tag Member to anybody other than the designated employees of Bank at Bank's premises or Kiosk.
- e. The exercise by Bank of its right to demand and procure the surrender of the Tag prior to the expiry date, whether such demand and surrender is made and/ or procured by Bank or by any authorized person or computer terminal.
- f. The exercise by Bank of its right to terminate the Tag.
- g. Any injury to the credit, character and reputation of the Tag Member alleged to have been caused by the re-possession of the Tag and/ or any request for its return or the refusal of any Toll Plaza to honor or accept the Tag.
- h. Any misstatement, misrepresentation, error or omission in any details disclosed by Bank except as otherwise required by law, if Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which Bank in good faith believes/ calls into question the Tag Member's ability, or the ability of someone purporting to be authorized by the Tag Member, to transact on the Tag, Bank may, at its

option and without liability to the Tag Member or such other person, decline to allow the Tag Member to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. Bank reserves the right to deduct from the balance available on the Tag a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving the Tag Member's Tag.

- i. In the event a demand or claim for settlement of outstanding dues from the Tag Member is made, either by Bank or any person acting on behalf of Bank, Tag Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Tag Member, in any manner.
- j. The tag is not transferable and is unique to the vehicle similar to the vehicle license plate and would be affixed mandatorily at the time of issuance on the vehicle and will have a balance which the customer has paid for his tag to be loaded with. The tag issued to you is valid for use only in India and for the payment of toll charges in Indian currency only and further will be accepted only on the Toll plazas participating in the program. The participating toll plaza list will be updated in the tag portal from time to time.
- k. The tag is the property of Bank. It shall be subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by Bank, from time to time. The Tag Member shall allow to affix the Tag immediately on the vehicle at the time of Tag issuance; and ensure that the signature on all payment receipts signed by the tag Member is similar to the signature provided by the tag Member on the tag Application Form submitted to Bank. In case the tag Member desires to alter his/ her signature, the tag Member shall intimate Bank about the same and execute necessary documents as prescribed by Bank and/ or under law, in this regard.

12. Breach and Termination/Withdrawal

The Tag Member will be liable to pay Bank, upon demand, all amounts outstanding from the Tag Member to Bank. Bank reserves the right to recover all the funds/ charges/ dues pending or unsettled even after closure of Tag and that shall be done from any of the Bank account available with the bank. All terms and conditions associated with linked bank account shall continue to apply.

13. Charges

Any government charges, duty or debits, or tax payable as a result of the use of the Tag shall be the Tag Member's responsibility and if imposed upon Bank (either directly or indirectly), Bank shall debit such charges, duty or tax against the balance available on the Tag. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the balance available on the Tag. In the situation that the balance available on the Tag is not sufficient to deduct such fees, the Bank reserves the right to deny any further Transactions. The Tag Member also authorizes Bank to deduct from the balance available on his Tag/ Wallet and indemnifies Bank against any expenses it may incur in collecting money owed to it by the Tag Member in connection with the Tag (including without limitation reasonable legal fees). Bank may levy service and other charges for use of the Tag, which will be notified to the Tag Member from time to time by updating these Terms and Conditions. The Tag Member authorizes Bank to recover all charges related to the Tag as determined by Bank from time to time by debiting

the balance available on the Tag. Details of the applicable fees and charges as stipulated by Bank shall be displayed on the bank website.

14. Disputes

In case of any complaint or query pertaining to any Transaction/s, the Tag Member may contact us by either by calling us on Bank Customer Care. In case the Tag Member has any dispute in respect of any Transaction, the Tag Member shall advise details to Bank within 7 days of the Transaction date failing which it will be construed that all charges are acceptable to the Tag Member and in order. In order to enable Bank to investigate and respond to the complaint/ query, the Tag Member shall be required to provide Bank with such information as may be required by Bank. Please note that Bank does not ask customers for any confidential information and therefore Tag Member/s must not share with us any information of a confidential nature including but not limited to passwords, user id's, etc.

The Customer Care numbers shall be as updated on the Website from time to time. Bank shall make bonafide and reasonable efforts to resolve an aggrieved Tag Member's disagreement with the Transaction/s within 7 days of receipt of the notice of disagreement. If after such effort, Bank determines that the Transaction/s indicated is correct then it shall communicate the same to the Tag Member along with details including a copy of the sales slip or payment requisition. The Tag is being issued for legal purpose only and it shall not be used for any illegal purpose by the tag member. For any illegal/ unauthorized use of the tag by tag member, bank shall not be liable for the same.

Any dispute in this regard shall be settled by Arbitration as per The Arbitration and Conciliation Act, 1996. The award made in pursuance thereof shall be binding on the parties. The place of arbitration shall be Mumbai.