

TERMS AND CONDITIONS FOR INDUSIND BANK TAG

These terms and conditions (hereinafter referred to as the "Terms and Conditions") apply to and regulate the provision of radio frequency identification-enabled Tags issued by IndusInd Bank Limited ("IndusInd Bank"). These Terms and Conditions shall be in addition to and not in derogation to any other terms as stipulated by IndusInd 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/ expression shall have the meaning as stated herein under:

"Application" or "Tag Application" or "FASTag Application" shall mean the application form signed by the Tag Member to avail of a Tag from IndusInd Bank, including all annexures and mandates thereto;

"Concessionaires" shall mean the special purpose vehicle that have been granted a concession by the National Highways Authority of India to construct, maintain and collect toll at the National Highways, and who have agreed to receive payment in respect of such toll through the Tags;

"Customer Care" shall mean the toll-free telephonic customer service facility provided by IndusInd Bank to Tag Members for any Tag related queries;

"ETC Facility" shall mean the electronic facility whereby toll payments can be effected by any Tag Member at any participating Toll Plaza by means of the Tags issued by IndusInd Bank;

"IndusInd Bank Website" refers to www.indusind.com, which is owned, operated and maintained by IndusInd Bank;

"National Highways" shall mean all the National highways where ETC program is active.

"Tag" or "FASTag" refers to the radio frequency identification-enabled Tag issued by IndusInd Bank, which shall function as a semi-closed prepaid payment instrument (PPI), the balance whereof shall be the amount loaded / re-loaded onto such instrument by the Tag Member from time to time;

"Tag Account" or "FASTag Account" shall mean the account opened in the name of the Tag Member and maintained by IndusInd Bank for the purpose of the Tag as per the Terms and Conditions contained herein.

"Tag Balance" or "FASTag Balance" shall mean the balance loaded/ re-loaded onto the Tag by the Tag Member, from time to time;

"Tag Member/s" or "FASTag Member/s" shall mean persons/organizations, details whereof are set out in the Tag Application, to whom Tags have been issued by IndusInd Bank with respect to the vehicle owned by such persons, subject to these Terms and Conditions;

"Toll Plazas" shall mean such plazas located on the National Highways for payment of tolls for the usage of the National Highways;

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

"Statement/s" shall mean the communication provided to the Tag Member/s on e-mail id provided by the Tag Member/s to IndusInd Bank on a periodic basis stating inter-alia the transactions undertaken and balance available in the Tag Account.

"Customer Care" refers to the telephonic customer service facility provided by IndusInd Bank throughout the day to Tag members for any Tag related queries.

2. INTERPRETATION

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

- the singular includes the plural and vice versa and words of any gender are deemed to include the other genders;
- the terms "hereof", "herein", "hereby", "hereto" and derivatives or similar words refer to these Terms and Conditions;
- references to the words "include" or "including" shall be construed without limitation;
- reference to any paragraph or schedule shall mean a paragraph of, or a schedule to these Terms and Conditions;
- reference to any legislation, law, circular or regulation or to any provision thereof shall include reference to any such legislation, law, circular or regulation, 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;
- the term "person" includes an individual, a partnership firm, a limited liability partnership, a company (as defined in section 2(20) of the Companies Act, 2013), a body corporate (as defined in section 2(11) of the Companies Act, 2013), a co-operative society, a trust, an association of persons whether incorporated or not and any other entity;
- the Tag Application shall be deemed to form an integral part of these Terms and Conditions;
- heading and bold typeface are used only for convenience and shall not affect the interpretation of these Terms and Conditions;

3. ISSUANCE AND ACTIVATION OF THE TAG

3.1 IndusInd Bank may, at its sole discretion, issue a Tag to any Tag Member on a request being made by such Tag Member by submitting a duly filled-in Tag Application and providing all such information and documentation required by IndusInd Bank including, without limitation, any document that IndusInd Bank may require to conduct its 'know-your-customer' related checks.

3.2 At the time of submitting the Tag Application for availing a Tag, the Tag Members shall be required to pay a one-time fee of Rs.200/- (Rupees Two Hundred Only). The Tag members shall additionally be required to furnish a security deposit depending on the type of the vehicle owned by such Tag Member, of such amounts as are specified in Annexure I hereto, or such other amount as may be stipulated by IndusInd Bank, from time to time.

3.3 The Tag Member acknowledges that the acceptance of any Tag Application and issuance of a Tag shall be the sole prerogative of IndusInd Bank and nothing contained in these Terms and Conditions should be construed as obliging IndusInd Bank to issue the Tag to any Tag Member.

3.4 The Tag issued by IndusInd Bank to the Tag Member shall be mandatorily affixed by the authorized representative of IndusInd Bank on the vehicle owned by the Tag Member which carries the license plate number specified by the Tag Member in the Tag Application.

3.5 Until activation of a Tag by IndusInd Bank in accordance with paragraph 4.5 below, neither can a Tag Member reload such Tag nor can a Tag Member utilize the amount loaded on to the Tag.

4. ACTIVATION, LOADING AND RELOADING OF THE TAG

4.1 The Tag Member hereby agrees and acknowledges that the Tags, as on the date of their issuance, shall have no assigned value and shall be in a de-activated form.

4.2 A user-ID and password will be generated by IndusInd Bank and provided to every Tag Member at the time of issuance of the Tag to enable such Tag Member to load/ reload the Tag on the IndusInd Bank Website. The Tag Member shall keep all such user IDs and passwords confidential and well protected and should not reveal the same to any unauthorized person, including to any employees and representatives of IndusInd Bank. IndusInd Bank shall in no way be held responsible, if the Tag Member incurs any loss as a result of the user-IDs and/ or passwords being disclosed by the Tag Member to any third parties.

4.3 The process for loading/ reloading value onto such Tags shall be as follows:

(a) The Tag Member may load/ reload the Tag at any customer touch points set-up by IndusInd Bank, subject to verification of their identity and any other mandatory requirements as may be prescribed by IndusInd Bank, from time to time; and/ or

(b) By using the payment gateway available to the Tag Members after they log in to the IndusInd Bank Website using the user-ID and password provided to them by IndusInd Bank at the time of issuance of the Tag.

4.4 Notwithstanding anything to the contrary set out hereinabove, the following rules will apply in respect of the loading/ reloading of Tags in terms Paragraph 4.3 above:

(a) The loading/ reloading of any Tag shall be permitted such that the Tag Balance does not exceed Rs.1,00,000/- (Rupees One Lac Only) (or such other amount as IndusInd Bank may stipulate, from time to time) at any point in time.

(b) Any load/ reload to be made on a Tag by way of cash payment made at any customer touch points shall be permitted to the extent of Rs.50,000/- (Rupees Fifty Thousand only) per month subject to overall limit allowed for the PPI or such other limit as IndusInd Bank may stipulate, from time to time.

4.5 The Tag shall be activated subject to: (i) the approval of the Tag Application By IndusInd Bank; and (ii)

loading of the relevant Tag by the Tag Member, for a minimum amount specified by IndusInd Bank at the time of activation of the Tag (which amount required to be loaded on the Tag shall be exclusive of and over and above the one-time fee and the security deposit mentioned above).

5. USAGE OF THE TAG BY THE TAG MEMBER

5.1 The Tag Member acknowledges and agrees that:

(a) the Tag is valid only in India and only with respect to payments required to be made in INR towards toll in terms of paragraph 5.3 below;

(b) the Tag is strictly not transferable and shall only be used with respect to the above mentioned vehicle owned by the Tag Member, on which the Tag has been affixed by an authorized representative of IndusInd Bank;

(c) the Tag Member shall be able to use the Tag only to the extent of the Tag Balance available at any given point of time;

(d) the Tag is the property of IndusInd Bank and is non-transferable; and

(e) no interest shall be payable by IndusInd Bank on the amount available/loaded on the Tag at any point of time.

5.2 The usage of the Tag shall be governed by these Terms and Conditions and all policies, guidelines and instructions provided by IndusInd Bank, from time to time, in relation to the Tags.

5.3 The Tag may be used by the Tag Member for the purpose of making toll payments at participating Toll Plazas on the National Highways at the electronic toll collection lanes provided at such participating Toll Plazas. The list of the participating Toll Plazas will be uploaded on IndusInd Bank Website and will be updated from time to time, in case of any change in the same.

5.4 Each time a Tag Member uses the Tag at a participating Toll Plaza, such Tag Member authorizes IndusInd Bank to reduce the balance available in respect of the Tag. The Tag Member hereby provides its consent to IndusInd Bank for the purpose of making debit adjustments to the relevant Tag Balance in case of inter alia any incorrect calculation of toll amounts or any mismatch having occurred in terms of the kind of vehicle on which the Tag had been mounted.

5.5 The Tag Member is not allowed to exceed the available Tag Balance, whether through an individual Transaction or a series of Transactions. The Tag Member acknowledges and agrees that if it attempts to drive through any electronic toll collection lane at any participating Toll Plaza where the toll amount to be paid is in excess of the Tag Balance, it will not be able to do so.

5.6 In any event, if a Transaction amount exceeds the Tag Balance which leads to a negative Tag Balance, the Tag Member shall remain fully liable to IndusInd Bank for the amount of such negative Tag Balance and shall make payment of the same to IndusInd Bank on demand.

5.7 IndusInd Bank reserves unto itself the absolute discretion to decline to honor any Transaction request on the Tag, without having to assign any reason therefor.

5.8 Any Transaction undertaken at a participating Toll Plazas shall be conclusive proof that the charge recorded for such Transaction was actually incurred by the Tag Member using the Tag, except in cases where the Tag had been lost, stolen or fraudulently misused, in which case, the burden of proving that the Transaction was not effected by the Tag Member shall be on such Tag Member.

5.9 The Tag Member agrees that the Tag may be added to a black list/ low balance list maintained by IndusInd Bank in the following cases:

(a) If any governmental authority (including, without limitation, the National Payments Corporation of India) requests IndusInd Bank to add the relevant Tag in a blacklist for any reason whatsoever, or in case IndusInd Bank believes there is any cause to do so, e.g. in case of any irregularity discovered or suspected in respect of any Tag or its usage; and

(b) If the Tag Balance falls below a threshold limit stipulated by IndusInd Bank, from time to time, the relevant Tag shall be added to a low-balance list (until the Tag Member reloads the Tag Balance at least to the extent of the aforesaid minimum threshold), and a notification shall be sent to the Tag Member regarding the same.

5.10 In case the Tag of any Tag Member has been added to a black list/ low balance list in terms of paragraph 5.9 above, the Tag shall not be utilizable for payment of toll and accordingly the Tag Member's vehicle carrying such Tag shall not be allowed to drive through any electronic toll collection lane at any participating Toll Plaza. If for any reason, due to a system failure or otherwise, such Tag Member's vehicle does drive through any electronic toll collection lane at any participating Toll Plaza despite the relevant Tag being on the blacklist/ low balance list, IndusInd Bank shall be entitled to request the Tag Member to pay such fine/ penalty as it may deem fit. The Tag Member also agrees that in case its Tag has been added to a black list/ low balance list, IndusInd Bank shall not, in any way be liable for any Transaction effected by means of such Tag.

6. LOST OR STOLEN TAGS

6.1 If the Tag is lost or stolen, the Tag Member must immediately report such loss/ theft over the telephone to the Customer Care at 1860 500 5004 and/ or lodge a complaint with a IndusInd Bank customer touch point. On receipt of any such intimation the bank shall, during working hours on a working day, upon adequate verification of the Tag Member, hotlist/ cancel/ suspend/ block the Tag and terminate all the facilities in relation thereto and shall not be liable for any inconvenience caused to the Tag Member in this regard. The Tag Member will be liable for all charges incurred on the Tag until the Tag is reported lost/stolen. Further, in the event IndusInd Bank determines the aforementioned steps are not complied with, the financial liability with regard to the lost or stolen Tag would rest entirely with the Tag Member. In case of any dispute relating to the time of reporting transaction/s made on the Tag or any other matter in relation to the lost/ stolen Tag, the determination of IndusInd Bank shall be conclusive.

6.2 The Tag Member hereby declares that if a Tag is reported as lost or stolen and if found subsequently, it shall be the responsibility of the Tag Member to return such Tag to IndusInd Bank. Similarly, in case a Tag is damaged, it shall be the responsibility of the Tag Member to return the damaged Tag to IndusInd Bank to enable issuance of a fresh Tag, as per IndusInd Bank's sole discretion.

7. SURRENDER/ REPLACEMENT OF TAGS

7.1 The Tag Member agrees and acknowledges that IndusInd Bank (whether through any authorized person or otherwise) shall be entitled to demand the surrender of any Tag at any time, including at a time prior to the expiry of the validity period of such Tag. The Tag Member shall, forthwith upon such demand being made, surrender the relevant Tag in accordance with the instructions provided by IndusInd Bank in this regard. The Tag Member shall be responsible for returning the Tag to IndusInd Bank for cancellation in the event the ETC facility is no longer required by the Tag Member or if the provision of the ETC facility is withdrawn by IndusInd Bank for any reason whatsoever, in its sole discretion.

7.2 In the event of death of any Tag Member, IndusInd Bank shall cancel the Tag upon being informed of the same.

8. VALIDITY AND EXPIRATION

8.1 Notwithstanding anything to the contrary contained herein, IndusInd Bank shall be entitled to, at any time, with or without notice to the Tag Member, at its absolute discretion, terminate/ de-activate any Tag.

8.2 On termination of any Tag, the negative balance in respect of the Tag (if any) and any other amount due in respect of the Tag shall become forthwith due and payable by the Tag Member and interest will accrue thereon at such rates as may be stipulated by IndusInd Bank, from time to time, from the date of such deactivation till the date of actual payment of such monies.

8.3 The Tag Member agrees to surrender the Tag to IndusInd Bank or its representative, upon being requested to do so and shall not use or attempt to use the Tag after termination of such Tag.

8.4 The Tag Member may, at any point of time, request for deactivation of the Tag by visiting any branch of IndusInd Bank or any customer touch point and submitting such documentation as may be required in line with IndusInd Bank's policies and guidelines in this regard. The Tag Member shall also be required to return the existing Tag to the authorized IndusInd Bank personnel. Thereafter, the Tag Balance (if any) shall be returned to the Tag Member by crediting the same into the Tag member's own bank account (details of which would have been provided by the Tag Member in the Tag Application), within 15 (Fifteen) days from the date of the request for deactivation having been placed by the Tag Member.

9. STATEMENTS AND RECORDS

9.1 All records maintained by IndusInd Bank, whether in electronic or documentary form, in respect of the Tags/ Transactions (including, without limitations, details of the payments made or received pursuant to these Terms and Conditions), shall as against the Tag Member, be deemed to be conclusive evidence.

9.2 IndusInd Bank shall not be liable to provide copies of the Transaction Slip to any Tag Member with respect to any Transaction and the Tag Member will only receive Transactional alerts through short message service on the mobile number registered by the Tag Member with IndusInd Bank.

10. INDEMNITY

10.1 In consideration of IndusInd Bank providing the Tag Member with the Tag, the Tag Member hereby agrees to indemnify and keep IndusInd Bank and its officers, directors, shareholders, agents, consultants and other representatives indemnified from and against all actions, claims, suits, demands, proceedings, losses, damages, personal injury, costs, charges and expenses of any nature whatsoever which IndusInd Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives may, at any time, incur, sustain, suffer or be put to incur, sustain or suffer, as a consequence of, or by reason of or arising out of: (a) provision of the ETC facility by IndusInd Bank to the Tag Member; (b) the negligence, mistake or misconduct of any Tag Member; (c) breach or non-compliance by the Tag Member of the Terms and Conditions or any applicable law relating to the ETC facility; (d) any claim made or proceeding commenced by any third party against IndusInd Bank, in relation to or in connection with the issuance/ usage of a Tag, the ETC facility and/ or any Transaction; and/ or (e) fraud or dishonesty relating to any Transaction by the Tag Member.

11. EXCLUSION FROM LIABILITY

Without prejudice to any other provisions of these Terms and Conditions, IndusInd Bank shall not be liable to the Tag Member for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with the ETC facility and/ or these Terms and Conditions, including any loss or damage arising from: (a) any defect or issues in respect of the relevant participating Toll Plaza; (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 IndusInd Bank at IndusInd Bank's premises or any customer touch point; (e) Loss of data contained in the servers maintained by the operators of participating Toll Plazas; and/ or (f) any interruption or stoppage in the Tag Member's access to and/ or the use of the Tags.

12. CHARGES

12.1 IndusInd Bank may provide such discounts and offers as it deems fit, from time to time in relation to the charges applicable for issue and use of Tags, which may be subject to such Terms and Conditions as IndusInd Bank may stipulate from time to time.

12.2 Any government charges, duty debits or GST payable as a result of the use of the Tag shall be borne solely by the Tag Member and if the same is imposed upon IndusInd Bank (either directly or indirectly), the Tag Member agrees and acknowledges that IndusInd Bank shall be entitled to debit such charges, duty, debits or GST from the available Tag Balance.

12.3 IndusInd Bank shall be entitled to levy appropriate service and other charges for use of the Tag, which charges shall be notified, from time to time, to the Tag Member by IndusInd Bank. The Tag Member hereby authorizes IndusInd Bank to recover all such charges by debiting the available Tag Balance. In the event that the available Tag Balance is not sufficient to deduct any of the aforementioned fee and/ or charges, IndusInd Bank reserves the right to recover the same from the relevant Tag Member and to deny any further Transaction on the relevant Tag.

13. DISPUTES

13.1 The Tag Member shall inform IndusInd Bank, by contacting the Customer Care at 1860 500 5004, within 15 (Fifteen) days of occurrence of any Transaction, if any irregularities or discrepancies exist in such Transaction or if such Tag Member has any query or complaint in relation to the Transaction. If IndusInd Bank does not receive any information to the contrary within 15 (Fifteen) days of occurrence of any Transaction, it shall be entitled to assume that the relevant Transaction(s) was effected without any discrepancy.

13.2 In order to enable IndusInd Bank to investigate and respond to any complains/ query raised by the Tag Member in terms of these Terms and Conditions, the Tag Member shall be required to provide IndusInd Bank with all such information and documents as may be required by IndusInd Bank in this regard.

13.3 IndusInd Bank shall make bona fide and reasonable efforts to resolve an aggrieved Tag Member's complaints/ queries in relation to any Transaction within 15 (Fifteen) days of receipt of intimation of such complaint/ query to the Customer Care by the Tag Member. If after such effort, IndusInd Bank determines that the Transaction in question is correct and valid, it shall communicate the same to the Tag Member in writing, along with the justification pertaining to the same, including a copy of the sales slip or payment requisition.

13.4 Please note that IndusInd Bank does not ask its customers for any confidential information, and therefore Tag Members should not share any information of confidential nature including, but not limited to passwords, user-IDs, etc., to any person who asks for the same.

13.5 The Tag Member agrees and acknowledges that image capturing cameras shall be installed at participating Toll Plazas for the purpose of inter alia serving as evidence in relation to settlement of disputes raised by the Tag Member.

13.6 For full details regarding our complaints procedure, please refer to IndusInd Bank Website. Please note that the Customer Care numbers shall be as updated on IndusInd Bank Website, from time to time.

14. DISCLOSURES

The Tag Members hereby irrevocably authorizes IndusInd Bank to disclose, exchange, share or part with any information relating to the Tag Members inter alia payment history information to and

between its branches, subsidiaries, affiliates, representatives, auditors, sub-contractors, service providers, other banks/ financial institutions, credit bureaus and governmental authorities as may be deemed necessary by IndusInd Bank and neither IndusInd Bank nor the abovementioned entities shall be liable for the use of such information.

15. GOVERNING LAW AND JURISDICTION

The construction and validity of these Terms and Conditions shall be governed in all respects by the laws of India. IndusInd Bank and the Tag Member agree that any legal action or proceeding arising out of these Terms and Conditions shall be brought before the courts or tribunals at Mumbai and irrevocably submit themselves to the jurisdiction of that court or tribunal. IndusInd Bank may, however, in its absolute discretion, choose to commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum and the Tag Member hereby consents to such jurisdiction and waives any objection it may have now or in the future to the laying of the venue of any such legal action or proceedings and any claim that any such legal action or proceedings have been brought in an inconvenient forum.

16. NOTIFICATION OF CHANGES

IndusInd Bank shall have the absolute discretion to, at any point of time, (a) amend or supplement any of these Terms and Conditions; and/ or (b) change any feature and/ or benefit offered on the Tag including, without limitation, changes which affect charges or rates and/ or method of calculation of charges with respect to the Tag. IndusInd Bank shall communicate the amended Terms and Conditions, the changes made to the features of the Tag and the revised charges and rates with respect to the Tag by hosting the same on IndusInd Bank Website or in any other manner as may be decided by IndusInd Bank from time to time. The Tag Member shall be responsible for regularly reviewing the current Terms and Condition, including any amendments thereto as may be posted on IndusInd Bank Website, and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Tag.

17. The Tag Member agrees and confirms that IndusInd Bank may, for provision of the ETC facility utilize such third party subcontractor(s)/ service providers as it may deem fit.

ANNEXURE I

The charges applicable on IndusInd Bank Tag are as follows:

PARTICULARS	AMOUNT (INR)
One Time Tag Joining Fee	Rs. 100 (including GST)
Reissuance	Rs. 100 (including GST)

Please note:

- Goods & Services Tax applicable from time to time, will be levied on the aforementioned charges.
- Convenience fee will be applicable for online recharge.
- Charges mentioned above are subject to change. Please visit www.indusind.com for latest charges.

Tag Vehicle Class	Vehicle Description	Tag Color	Refundable Security Deposit	Threshold amount Loaded into Customers Wallet
4	Car / Jeep / Van	Violet	₹200	₹200
4	Tata Ace and Similar mini Light Commercial Vehicle	Violet	₹200	₹200
5	Light Commercial vehicle 2-axle	Orange	₹300	₹140
5	Mini-Bus	Orange	₹300	₹140
6	Light Commercial vehicle 3-axle	Yellow	₹400	₹300
6	Bus 3-axle	Yellow	₹400	₹300
6	Truck 3 - axle	Yellow	₹500	₹300
7	Bus 2-axle	Green	₹400	₹300
7	Truck 2 - axle	Green	₹400	₹300
12	Truck 4 - axle	Pink	₹500	₹300
12	Truck 5 - axle	Pink	₹500	₹300
12	Truck 6 - axle	Pink	₹500	₹300
15	Truck Multi axle (7 and above)	Blue	₹500	₹300
16	Earth Moving Machinery	Black	₹500	₹300
16	Heavy Construction machinery	Black	₹500	₹300

*Note:

- The above mentioned Tag deposit rates would be applicable depending on your vehicle class and would be refundable to you at the time of deactivation of the Tag, in accordance with Paragraph 8.5 above, subject to the exception set out below.
- The above mentioned Tag deposit shall not be refundable in case (i) [the relevant Tag Member is a person for whom full know-your-customer check has not been done by IndusInd Bank] or (ii) there exists a negative Tag Balance.

CUSTOMER RECEIPT

Customer Name: _____

IndusInd Bank Tag Customer ID: _____

Application Reference No.: _____

Total Number of Tags applied for: _____

Total IndusInd Bank Tag Fee: ₹ _____

GST: ₹ _____

Total amount uploaded on IndusInd Bank Tag: ₹ _____

Total amount received from the customer: ₹ _____

Point of Sale (POS) Kiosk Name: _____ Location: _____

Date: DD | MM | YYYY

- IndusInd Bank Tags are issued by IndusInd Bank Ltd.
- *Term and Conditions Apply
- Toll Collection agencies collect fee(s) from customers on behalf of IndusInd Bank

Customer Care: 1860 500 5004

Employee name and signature

Stamp of POS agency with date