

TERMS AND CONDITIONS FOR PMC BANK FASTAG

These Terms and Conditions apply to and regulate the provision of FasTag facility provided by PMC Bank Ltd.

These terms and conditions the "Terms and Conditions" shall be in addition to and not in derogation to any other terms as stipulated by PMC 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 "FasTag/Tag Application" shall refer to the application made by a customer to PMC 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 PMC 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 Highway Authority of India.

"FasTag" refers to the PMC Bank Tag account issued by PMC Bank using the RFID technology.

"Tag Account" shall mean the account opened in the name of Tag member and maintained by PMC Bank for the purpose of usage of the tag as per the terms and conditions contained herein.

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

"PMC Bank Website" refers to www.pmcbank.com which is operated by PMC Bank.

"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 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 enquiries and/or such other uses as PMC Bank may permit in writing from time to time.

"Statements" shall mean the communication provided to the Tag Member/s on the e-mail id provided by the Tag Member/s to PMC Bank on a quarterly basis stating inter alia the Transactions undertaken and balance available in the FASTag Account.

"Customer Care" refers to the telephonic customer service facility provided by PMC Bank throughout the day to Tag members 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 here in.

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 PMC Bank from time to time.

4. ISSUANCE OF TAGS

PMC 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 PMC Bank in this regard. PMC Bank shall maintain records of these applications and other transactions in such manner as may be deemed suitable by PMC Bank.

The tag issued by PMC Bank to the tag member shall be mandatorily affixed by the authorized representative of the Bank on the vehicle of Tag member with the license plate number specified by the Tag member in the Application. The Tag is not transferable and may only be used with respect to vehicle on which the Tag has been affixed by the authorized representative of the Bank. The Tag member permit the authorised representative to capture an image of the vehicle post tag affixing for bank's audit purpose.

At the time of making the application for issuance of the TAG, the Tag member shall be required to pay an amount of Rs.95/- (Rupees Ninety Five only) (Non Refundable) or as decided by the bank from time to time and the security deposit as per the type of the vehicle or such other limit as may be specified by the PMC Bank subject to internal policy and applicable regulatory and statutory guidelines.

In Case of Wallet

The Tag can be loaded/reloaded to post activation of the Tag subject to a maximum Tag Balance of Rs. 20,000/- (Rupees Twenty Thousand Only). The Tag Holder shall be able to use the Tag only to the extent of the amount available on the Tag Account at any given point of time.

The Tag shall be activated subject to approval of application by the Bank and a minimum amount being deposited in Tag a/c. by the Tag member. Such funds shall be deposited in the Tag a/c. after deduction of the applicable charges/ fees etc, payable by the Tag member to PMC Bank for availing the Tag.

The tag holder shall be bound to comply with these terms and conditions and all the policies stipulated by PMC Bank from time to time in relation to the tag a/c. PMC Bank may, at its sole discretion, refuse to accept the Application and to issue the Tag to the Tag Member.

5. FEATURES OF TAG

The Tag may be used for the purpose of making applicable toll payments (as may be required by the relevant authorities) at participating Toll plaza on the highway through the ETC lane provided at such Toll Plazas. The list of participating Toll Plazas will be updated on the PMC Bank website from time to time. No interest shall be payable by PMC Bank on the amount available in the Tag Account.

A User ID and Password will be provided to the Tag Member to allow him/her to reload the Tag through the Tag Website. The Tag Member must not disclose this User ID and Password to anyone else. The Tag Members may load and reload the Tag at POS Locations subject to verification of their identity & any other mandatory requirements as prescribed by the Bank from time to time and/or using the payment gateway available to the Tag Members after they log into the Tag Website using the User ID and Password provided to them. (In case of Wallets) Limitations regarding minimum amount, maximum amount, annual load limit & frequency of loading & reloading shall be applicable as prescribed by the Bank from time to time. The each loading and reloading facility is subject to the relevant applicable fees. Funds loaded on a Tag after activation by PMC Bank are immediately available for the Tag member to use.

6. LOST OR STOLEN TAGS

If the tag is lost or stolen, The tag member must immediately report the loss/theft over the telephone to the Customer Care and/or lodge a Police complaint and should produce copy of the police report upon request by PMC Bank Customer Care shall, upon adequate verification, hoist/cancel/suspend the Tag and terminate all facilities in relation to thereof 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 tag is reported lost, or stolen 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 PMC 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, of transaction/s made on the Tag of any other matter in relation to the said Tag, PMC Bank shall reserve the right to ascertain the time and/or the authenticity of the disputed transaction.

In the event Transactions on the Tag occur after the Tag member claims to have destroyed the PMC Bank Tag.

The Tag Member shall be entirely liable for any such charges incurred on the Tag and shall under no circumstances hold PMC Bank responsible for the same.

7. SURRENDER/REPLACEMENT OF TAGS

The FASTag issued to the Tag Member shall remain the property of PMC Bank and shall be surrendered to PMC Bank, on request. The Tag Member shall be responsible for returning the Tags to PMC Bank for cancellation in the event the services are no longer required by the Tag Member or if the services are withdrawn by PMC Bank for any reason whatsoever.

In case of loss of the Tag, The Tag may be blocked by the Tag member by calling up the Customer Care at 1800 223 993 & 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. The Tag member declares that if a Tag is reported as lost or stolen or is damaged or stolen. If found subsequently it shall be the responsibility of the Tag member to return such tag to PMC Bank. Similarly, in case a Tag is damaged, it shall be the responsibility of the Tag member to return the damaged tag to PMC Bank to enable Tag closure of the Tag Account.

In the event of death of the Tag Member, PMC Bank shall cancel the tag upon being informed of the same. The legal heirs of the Tag member can recover the balance amount available on the Tag as per PMC Bank's policy/process.

8. EXPIRATION AND TERMINATION

PMC Bank may at any time with or without notice at its absolute discretion terminate the Tag.

In case the Tag Account remains unused for a period of 6 months with a negative 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 and 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 PMC Bank policy/process from time to time.

The Tag Member shall continue to be fully liable to PMC Bank for all charges incurred on the Tag prior to termination. Notice of termination or request to surrender of the Tag shall be deemed given when a notice posted to the mailing address/email ID of the Tag Member, as per the records of PMC Bank is received by the Tag member through ordinary post/email. The Tag Member agrees to surrender the Tag to PMC Bank, or its representative, upon being requested to do so. The Tag member may not use the Tag after notice of termination has been received by him/her.

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 ensure that the tag is kept at a safe place and shall under no circumstances allow the tag to be used by any other individual. The Tag Member shall be responsible for all the facilities granted by PMC Bank and for all related charges and shall act in good faith in relation to all dealings with the Tag and PMC 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 is recorded on such requisition was properly incurred for the amount and by the Tag Member using the Tag except where the 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 the use of the tag, except as otherwise set forth herein. Each time the Tag Member uses the Tag at a particular Toll plaza, he authorizes PMC Bank to reduce the funds available in the Tag Account by the amount of transaction. The Tag Member is not allowed to exceed the available amount in the Tag Account through individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of funds available in the Tag Account, Tag Member shall remain fully liable to PMC Bank for the amount of Transaction. PMC Bank reserves the right to bill the Tag Member for any negative balance. The Tag Member agrees to pay PMC Bank promptly for the negative balance. PMC Bank will charge interest on the overdrawn balance as per the Bank's policy. PMC Bank also reserves the right to cancel/terminate the Tag should the Tag Member create one or more negative balance with the Tag. PMC Bank reserves unto itself the absolute discretion to decline to honor the transaction requests on the Tag, without assigning reason thereof.

10. CLOSURE:

The Tag Member may at any point of time, request for closure the Tag Account by visiting base bank branch and submitting such

documentation as may be required as per PMC Bank policy/process in this regard. The Tag Member shall also be required to return the Tag to authorized PMC Bank personnel. Thereafter, the balance amount (if any) remaining in the related to Tag Account would be returned to the Tag Member in his bank account only within 15 days from the date of the request for closure having been placed. Security Deposit will be refunded only after six months from the date of closure of the Tag Account.

11. STATEMENTS AND RECORDS:

The Tag Member may enquire about the balance on his Tag by calling the Customer Care. The Tag Member will also receive a short messaging system message on the mobile number registered by the Tag Member with the Bank, after each Transaction informing him of transaction value. The Tag Member shall inform PMC Bank in writing within 15 days, if any irregularities or discrepancies exist in the transactions/particulars of the Tag Account. If Bank does not receive any information to the contrary within 15 days, it shall assume that the Transactions are correct. All records maintained by PMC Bank, in electronic or documentary form of the instruction of the Tag Member and such other details (including, but not limited to payments made or received) pursuant to these Terms and Conditions, shall against the Tag member, be deemed to be conclusive evidence of such instructions and such other details. PMC Bank shall not be required to provide copies of the transaction slips to the Tag Member with the respect to Transactions and the Tag Member will only receive transactional alerts through short messaging system message on the mobile number registered by the Tag Member with the Bank.

12. 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 PMC Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which PMC Bank may at any time incur, sustain suffer or be put to as consequence of or by reason of or arising out of providing the Tag Member the said facility of the Tag or by reason of PMC 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 negligence, mistake or misconduct of the Tag Member, breach or non-compliance 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 PMC Bank fully against any loss or account of misplacement loss of the card. Without prejudice to the foregoing, PMC Bank shall be under no liability whatsoever to the Tag Member in respect of any loss or damage arising directly or indirectly out of:

- Any defect in quality goods or services supplied by any third party.
- The refusal of any person to honor or to accept the Tag.
- The malfunction of any computer system.
- Handling over the Tag by the Tag member to anybody other than the designated employees of PMC BANK at PMC Bank's Branch.
- The exercise by PMC Bank of its right to demand and procure surrender of the Tag prior to the expiry date, whether such demand and surrender is made and/or procured by PMC Bank or by any authorized person or computer terminal.
- The exercise by PMC Bank of its right to terminate the Tag.
- Any injury to the credit, character and reputation of the Tag Member alleged to have caused by the re-possession of the Tag and/or any request for its return or refusal of any Toll Plaza to honor or accept the Tag.
- Any misstatement, misrepresentation, error omission in any details disclosed by PMC Bank except as otherwise required by law, if PMC Bank receives any process, summons, order, injunction, execution, distraint, levy lien, information or notice which PMC Bank in good faith believes/ calls into question the Tag Member's ability, or ability of someone purporting to be authorised by the Tag Member to transact on the Tag. PMC Bank may, at its option and without liability to the Tag Member, or such other person, decline to allow the Tag Member obtain any portion of this funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. PMC 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.
- Any statement made by any unauthorized person requesting the return of the Tag or any act performed any person in conjunction.
- In the event a demand or claim for settlement of outstanding dues from the Tag Member is made, either by PMC Bank or any person acting on behalf of PMC Bank, Tag Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial or to reflecting upon the character of the Tag Member, in any manner.
- The Tag, is not transferable and its unique to the vehicle similar to the vehicle license plate and would be affixed mandatorily at the time of issuance of the vehicle will have balance which the customer has paid for his PMC Bank tag loaded with. The Tag issued to Tag Member 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 a the Toll Plazas participating in the NHAI FasTag programs. The participating toll plaza lists will be updated in the PMC Bank Tag portal from time to time.
- The Tag is the property of PMC Bank. It shall be subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by PMC 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 payments receipt signed by the Tag Member are similar to the signature provided by the Tag Member on the Tag Application Form submitted to PMC Bank. In case the Tag Member desires to alter his/her signature, the Tag Member shall intimate PMC Bank about the same and execute necessary documents as prescribed by PMC Bank and/or law, in this regard.

13. BREACH AND TERMINATION/WITHDRAWAL :

The Tag Member will be liable to pay PMC Bank, upon demand, all amounts outstanding from the Tag member to the Bank.

14. CHARGES

The holding and use of the tag will incur fees which will be debited to the balance available in the Tag Account. The details of the charges are attached herewith as Annexure 1. The said fees are Non-Refundable. Any Government charges, duty or debts, or tax payable as a result of the use of the Tag shall be the Tag member's responsibility and imposed upon PMC BANK (Either directly or indirectly). PMC 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 in further transactions. The Tag member also authorizes PMC Bank to deduct from the balance available on his Tag, and indemnifies the PMC 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). PMC Bank may levy services and other charges for use of the tag, which will be notified to the Tag Member from time to time by updating this terms and conditions. The Tag Member authorizes to recover all charges related to the tag as determined by PMC Bank from time to time by debiting the balance available on the tag. Details of the applicable fees and charges as stipulated by PMC Bank shall be displayed on the website..

15. DISPUTES

In case of any complaint or query pertaining to any transaction/s of the tag member, may contact PMC Bank by calling on bank's customer care at 1800 223 993. In case the Tag Member has any dispute in respect of any transaction. The Tag member shall advise details to PMC Bank within 7 days of transaction date failing which it will be construed that all charges are acceptable to the Tag member and in the order. In order to enable PMC Bank to investigate and respond and complaint/queries, the Tag member shall be required to provide PMC Bank which such information as may be required by PMC Bank.

Please note that PMC Bank doesn't ask customers for any confidential information and therefore the Tag member's must not share any information of a confidential nature including but not limited to passwords, User IDs etc. with anyone.

For Full Details regarding our complaints procedures, Please refer to our bank website. The Customer Care number is 1800 223 993

PMC Bank shall make bonafide and reasonable efforts to resolve and aggrieved tag members disagreement/transaction/s within 7 days receipt of the notice of disagreement. If after such effort, PMC Bank determines that the transaction/s indicated is corrected then it shall communicated same to the tag member along with the details of the copy of the sale slip or payment requisition.

16. DISCLOSURES

The Tag member hereby, irrevocably authorizes PMC Bank to disclose, exchange, share or part with all the information relating to the tag member's details and payment history information and all information pertaining to and contained in the terms and conditions or as expressed in the application made for the Tag to its affiliates/banks/financial institutions/ credit bureaus/agencies/statutory bodies as may be required and undertake not to hold PMC BANK/its. Affiliates/their agents liable for use of the aforesaid information.

17. SETTLEMENT OF DISPUTES

PMC Bank and the Tag Member agree that legal action or proceedings arising out of the terms and conditions shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. PMC Bank, may however, in its absolute discretion commence any legal or proceedings arising out of the terms and conditions in any other court, tribunal or other appropriate forum, and the tag member hereby, consents to the jurisdiction. The terms and conditions shall be governed by and construed in accordance with the laws of India.

18. NOTIFICATION AND CHANGES

PMC Bank shall have the absolute discretion to amend or supplement any of the terms and conditions, features and benefits offered on the Tag including, without any limitation to, charge with effect interest charges or rates and methods of calculation any time. The balance available on the Tag shall be liable to be utilized for all charges incurred and other obligations under the revised terms and conditions. PMC Bank shall notify/communicate the amended terms and conditions by hosting the same on the tag website or in any other manner as decided by PMC Bank. The Tag Member shall be responsible for regularly reviewing the terms and conditions, including amendments thereto as may be posted on the Bank Website and shall be deemed to have accepted the amended Terms and conditions by continuing to use the Tag.

19. INDEMNITY

The Tag Member agrees to indemnify and keep indemnified PMC Bank against all and any claims, suits, liabilities, damages, losses, costs, charges, proceedings, expenses and actions of any nature whatsoever made or instituted against PMC Bank or incurred by PMC Bank on account of usage of the Tag. "PMC Bank may, at its sole discretion, utilize the services of external service provider/s or agents and on such terms as required or necessary, in relation to its products/services".

ANNEXURE

Charges applicable on PMC Bank Tag

Tag Price/Joining Fees	Rs.95/- Inclusive all applicable taxes	
	Security Deposit	Minimum/Threshold Amount
Vehicle Classification		
Car/Jeep/Van/Tata Ace & Similar mini light commercial vehicle	200	100
Light Commercial Vehicles	300	140
Three Axle Commercial Vehicles	400	300
Bus/Truck	400	300
4 to 6 Axle	400	300
7 or more Axle	400	300
Heavy Construction Machinery/Earth Moving Equipment	400	300

The above mentioned tag deposits rates would be applicable depending on your vehicle class& would be refunded to you after 6 Months from the date of closure of PMC Bank Fastag Account

For more information about applicable rates, please visit www.pmcbank.com

