

TERMS AND CONDITIONS

These Terms and Conditions apply to and regulate the provision of Tag facility provided by City Union Bank Limited. These terms and conditions (the "Terms and Conditions") shall be in addition to and not in derogation to any other terms as stipulated by City Union Bank/third party 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:

"Affiliate" means and includes any company which is the holding or subsidiary company of City Union Bank, or a person under the control of or under common control with City Union Bank. For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

"Application" or the "Tag Application" shall refer to the application made by a customer to City Union 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 City Union 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 ETC program is active.

Disclaimer: Bank reserves the right to modify, alter, add or delete Toll Plazas from the list

"Tag" refers to the prepaid City Union Bank Tag issued by City Union Bank.

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

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

"City Union Bank Tag Website" refers to <https://www.cityunionbank.com/web-page/fastag> which is owned, operated and maintained by City Union 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/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 enquiries and/or such other uses as City Union Bank may permit in writing from time to time.

"Statement/s" shall mean the communication provided to the Tag Member/s on the member portal access given to tag holder/s by City Union Bank

"Customer Care" refers to the telephonic customer service facility provided by City Union bank 24/7 customer care services provided by the Bank to Tag Member/s for any Tag related queries.

2. INTERPRETATION

a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

b) Words importing any gender include the other gender.

c) 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.

d) 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.

e) The rules of interpretation as set out in the General Clauses Act shall, unless it is 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 City Union Bank from time to time.

4. ISSUANCE OF TAGS

City Union 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 City Union Bank in this regard. City Union Bank shall maintain records of these Applications and other Transactions in such manner as may be deemed suitable by City Union Bank.

The Tag issued by City Union Bank to the Tag Member shall be mandatorily affixed by the authorized representative of the Bank on the vehicle of the 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 the vehicle on which the Tag has been affixed by the authorized representative of the Bank.

At the time of making the Application for issuance of the Tag, the Tag Member shall be required to pay tag cost + the security deposit as per the type of the vehicle and a minimum amount of INR 200/- (Rupees two hundred only) to a maximum amount of INR 100,000/- (Rupees One lakh only) or such other limit as may be specified by City Union Bank subject to internal and applicable regulatory and statutory guidelines as initial load amount. The Tag can neither be reloaded (subsequent cash loads) thereafter nor such initial loaded funds be accessed by the Tag Member until City Union Bank has activated the Tag.

The Tag can be reloaded post registration to a maximum Tag balance of INR 100,000/- (Rupees One lakh only). The limit on upload through cash on the Tag will be restricted to INR 5,000/- (Rupees Five Thousand only) per transaction. 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 registered subject to approval of the application by the Bank and a minimum amount being loaded on the Tag by the Tag Member. Such funds shall be loaded on the tag after deduction of the applicable charges/fees etc. payable by the Tag Member to City Union Bank for availing the Tag.

The tag holder shall be bound to comply with these Terms and Conditions and all the policies stipulated by City Union Bank from time to time in relation to the Tag. City Union 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 Plazas on the Highway through the ETC lane provided at such Toll Plazas. The list of participating Toll Plazas will be updated on the Tag Website by City Union Bank from time to time. No interest shall be payable by City Union Bank on the amount available/loaded on the Tag.

A User id and password will be provided to the Tag Member to allow him/her to reload the Tag through the City Union Bank ETC portal. 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 (Point of Sale) subject to verification of their identity and 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 in to Tag Website using the User id and password provided to them. Non-Tag Member may also reload funds onto Tags at POS (Point of Sale) subject to verification of their identity and any other mandatory requirements as prescribed by the Bank from time to time. 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. The cash loading / reloading facility is subject to the relevant applicable fee(s). Funds loaded on a Tag after activation by City Union 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 file a report with the local police and should be able to produce a copy of the police report upon request by City Union Bank. The Tag Member must immediately report the loss/ theft over the telephone to the Customer Care and or lodge a complaint with a POS (Point of Sale). Customer Care shall, upon adequate verification, hotlist/cancel/suspend the Tag and terminates all facilities following the receipt of such intimation on 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 into 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 City Union Bank determines that an 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, City Union Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction.

In case of loss of the Tag, the Tag may be blocked by the Tag Member by calling up the Customer Care at **18002587200** & furnishing the required information for blocking the Card and as more specifically provided for under clause titled as "Lost or Stolen Cards".

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 City Union Bank. Similarly, in case a Tag is damaged, it shall be the responsibility of the Tag Member to return the damaged Tag to City Union Bank to enable closure of the Tag account. In case of replacement of Tag, replacement fee of INR 100/- including taxes will be levied to the customer.

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 activities incurred on the Tag and shall under no circumstances hold City Union Bank responsible for the same.

7. SURRENDER/REPLACEMENT OF TAGS

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

In the event of death of the Tag Member, City Union 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 City Union Bank's policy / process.

8. EXPIRATION AND TERMINATION

The Tag is valid up to a period of "5" years from the date of issuance of the Tag. City Union 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 90 days, the Tag Account will be deactivated 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 City Union Bank policy/process, from time to time.

The Tag Member shall continue to be fully liable to City Union 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 City Union Bank, is received by the Tag Member through ordinary post / email. The Tag Member agrees to surrender the Tag to City Union 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 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 or any means. The Tag Member shall be responsible for all facilities granted by City Union Bank and for all related charges and shall act in good faith in relation to all dealings with the Tag and City Union 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, he authorizes City Union Bank to reduce the funds available in the Tag Account by the amount of the Transaction. The Tag Member is not allowed to exceed the available amount in the Tag Account through an individual Transaction or a series of Transactions. Nevertheless, if a Transaction exceeds the balance of the funds available in the Tag Account, the Tag Member shall remain fully liable to City Union Bank for the amount of the Transaction.

City Union Bank reserves the right to bill the Tag Member for any negative balance. The Tag Member agrees to pay City Union Bank promptly for the negative balance. City Union Bank also reserves the right to cancel/terminate the Tag should the Tag Member create one or more negative balances with the Tag. City Union Bank reserves unto itself the absolute discretion to decline to honor the Transaction requests on the Tag, without assigning any reason thereof.

10. CLOSURE

The Tag Member may at any point of time, request for closure of the Tag Account by visiting any POS (Point of Sale) and submitting such documentation as may be required by City Union Bank policy/process in this regard. The Tag Member shall also be required to return the Tag to authorized City Union Bank personnel. Thereafter, the balance amount (if any) after Debit Adjustments and Cash Back process in the related Tag Account would be returned to the Tag Member in his bank account only after 40 days from the date of the request for closure having been placed. The Closure fee of INR 100/- including taxes will be levied to the customer.

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 the Transaction value. The Tag Member shall inform City Union Bank in writing within 7 days, if any irregularities or discrepancies exist in the Transactions/particulars of the Tag Account. If City Union Bank does not receive any information to the contrary within 7 days, it shall assume that the Transactions are correct. All records maintained by City Union Bank, in electronic or documentary form of the instructions of the Tag Member and such other details (including, but not limited to payments made or received) pursuant to these Terms and Conditions, shall as against the Tag Member, be deemed to be conclusive evidence of such instructions and such other details.

City Union Bank shall not be required to provide copies of the Transaction slips to the Tag Member with 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 City Union Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which City Union 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 City Union 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 City Union Bank fully against any loss on account of misplacement loss of the Card.

Without prejudice to the foregoing, City Union Bank shall be under no liability whatsoever to the Tag Member in respect of any loss or damage arising directly or indirectly out of:

1. Any defect in quality of goods or services supplied by any third party.
2. The refusal of any person to honor or to accept the Tag.
3. The malfunction of any computer system.
4. Handing over of the Tag by the Tag Member to anybody other than the designated employees of City Union Bank at City Union Bank's premises or POS (Point of Sale).
5. The exercise by City Union Banks 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 City Union Bank or by any authorized person or computer terminal.
6. The exercise by City Union Bank of its right to terminate the Tag.
7. Any injury to the credit, character and reputation of the Tag Member alleged to have been caused by the repossession of the Tag and/or any request for its return or the refusal of any Toll Plaza to honor or accept the Tag.
8. Any misstatement, misrepresentation, error or omission in any details disclosed by City Union Bank except as otherwise required by law, if City Union Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which City Union 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, City Union 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. City Union 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.
9. Any statement made by any unauthorized person requesting the return of the Tag or any act performed by any person in conjunction.
10. In the event a demand or claim for settlement of outstanding dues from the Tag Member is made, either by City Union Bank or any person acting on behalf of City Union 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.
11. The City Union Bank 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 City Union Bank Tag to be loaded with. The City Union Bank 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 City Union Bank Tag programs. The participating toll plaza list will be updated in the City Union Bank Tag portal from time to time.

12. The City Union Bank Tag is the property of City Union Bank. It shall be subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by City Union 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 are similar to the signature provided by the Tag Member on the City Union Bank Tag Application Form submitted to City Union Bank. In case the Tag Member desires to alter his/her signature, the Card Member shall intimate City Union Bank about the same and execute necessary documents as prescribed by City Union Bank and/or under law, in this regard.

13. BREACH AND TERMINATION/WITHDRAWAL

The Tag Member will be liable to pay City Union Bank, upon demand, all amounts outstanding from the Tag Member to City Union 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 I.

The said fees are not refundable.

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 City Union Bank (either directly or indirectly), City Union 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 City Union Bank to deduct from the balance available on his Tag, and indemnifies City Union 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). City Union 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 City Union Bank to recover all charges related to the Tag as determined by City Union Bank from time to time by debiting the balance available on the Tag. Details of the applicable fees and charges as stipulated by City Union Bank shall be displayed on the website and or at POS (Point of Sale).

15. 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 our Customer Care at **18002587200** or mail to **fastagcare@cityunionbank.in**. In case the Tag Member has any dispute in respect of any Transaction, the Tag Member shall advise details such as Vehicle RC, Vehicle image and transaction details to City Union 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 City Union Bank to investigate and respond to the complaint/query, the Tag Member shall be required to provide City Union Bank with such information as may be required by City Union Bank. Please note that City Union 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 etc.

For full details regarding our complaints procedure, please refer to the Tag Website. The Customer Care numbers shall be as updated on the Tag Website from time to time.

City Union Bank shall make bonafide and reasonable efforts to resolve an aggrieved Tag Member's disagreement with the Transaction/s within 7 days receipt of the notice of disagreement. If after such effort, City Union 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.

16. DISCLOSURES

The Tag Member hereby irrevocably authorizes City Union 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 undertakes not to hold City Union Bank/its Affiliates/ and their agents liable for use of the aforesaid information

17. SETTLEMENT OF DISPUTES

City Union Bank and the Tag Member agree that any legal action or proceedings arising out of this Terms and Conditions shall be brought in the courts or tribunals at Chennai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. City Union 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 OF CHANGES

City Union 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 limitation to, changes which affect interest charges or rates and methods of calculation at any time. The balance available on the Tag shall be liable to be utilized for all charges incurred and all other obligations under the revised Terms and Conditions. City Union 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 City Union Bank. The Tag Member shall be responsible for regularly reviewing the Terms and Conditions, including amendments thereto as may be posted on the Tag 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 City Union Bank against all and any claims, suits, liability, damages, losses, costs, charges, expenses, proceedings and action of any nature whatsoever made or instituted against City Union Bank or incurred by City Union Bank on account of usage of the Tag. "City Union Bank 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."

ANNEXURE

Charges applicable on City Union Bank Tag:

Particulars	Amount (in INR)
Tag Cost	100
Replacement Fee	100
Inactivity Fee	100
Closure Fee	100

Please note:

1. The above mentioned fee is inclusive of GST
2. Convenience fee will be applicable for online recharge
3. Charges mentioned above are subject to change. Please visit <https://www.cityunionbank.com/web-page/fastag> for latest changes.

One-time Tag Deposit amount:

Sl. No.	Vehicle	Tag Color	Vehicle Class	Security Deposit	Minimum Balance
1	Car / Jeep / Van/Small commercial vehicle	Violet	4	200	200
2	Light Commercial Vehicle	Orange	5	300	300
3	Three Axle Commercial Vehicles	Yellow	6	300	300
4	Bus/Truck	Green	7	400	400
5	4 to 6 axle	Pink	12	400	400
6	7 or More Axle	Blue	15	400	400
7	Heavy Construction Machinery (HCM)/ Earth Moving Equipment (EME)	Black	16	500	500

Note: The above mentioned Security Deposit would be applicable depending on your vehicle class and would be refunded to you at the time of CUB Tag account closure. For more information about your account and applicable rates, please visit <https://www.cityunionbank.com/web-page/fastag>