

Terms and Conditions of Kotak Mahindra Bank

These Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) apply to and regulate the provision of Tag facility provided by Kotak Mahindra 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 Kotak Mahindra 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 Kotak Mahindra Bank, or a person under the control of or under common control with Kotak Mahindra 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 Kotak Mahindra 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 Kotak Mahindra 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.

“**ETC Facility**” shall mean Electronic Toll Collection Facility whereby toll payments can be effected by any Tag Member at any participating Toll Plaza by means of the Tags issued by Kotak Mahindra Bank.

“**Tag**” refers to the prepaid Kotak Mahindra Bank Tag issued by Kotak Mahindra Bank that employs Radio Frequency Identification (RFID) technology for making toll payments directly from the prepaid account linked to it.

“Tag Balance” shall mean the balance loaded/ re-loaded onto the Tag by the Tag Member, from time to time;

“Tag Account” shall mean the account opened in the name of the Tag Member and maintained by Kotak Mahindra Bank for the purpose of usage of the Tag as per the Terms and Conditions contained herein.

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

“Tag Website” refers to www.kotak.com which is owned, operated and maintained by Kotak Mahindra 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 Kotak Mahindra 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 Kotak Mahindra Bank

“Customer Care” refers to the telephonic customer service facility provided by Kotak Mahindra Bank throughout the day to Tag Member/s for any Tag related queries.

2. INTERPRETATION

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

- 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 be repugnant to the subject or context thereof, apply to these Terms and Conditions as if incorporated herein.
- f) The Tag Application shall be deemed to form an integral part of these Terms and Conditions.

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 Kotak Mahindra Bank from time to time.

4. ISSUANCE OF TAGS

Kotak Mahindra 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 Kotak Mahindra Bank in this regard also authorizes the Bank to contact the member through phone calls, email etc. towards provision of the referred service. Kotak Mahindra Bank shall maintain records of these Applications and other Transactions in such manner as may be deemed suitable by Kotak Mahindra Bank.

The Tag issued by Kotak Mahindra 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 shall 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 an amount towards tag fee as applicable including GST + the security deposit as per the type of the vehicle and a maximum amount of INR 100,000/- (Rupees One Lakh only) or such other limit as may be specified by Kotak Mahindra Bank subject to internal and applicable regulatory and statutory guidelines. The Tag can neither be reloaded (subsequent reloads) thereafter nor such initial loaded funds be accessed by the Tag Member until the Tag is activated by Kotak Mahindra Bank.

The Tag can be reloaded to post activation of the Tag subject to a maximum Tag balance of INR One Lakh (100,000). 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 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 Kotak Mahindra Bank for availing the Tag.

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

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

Kotak Mahindra Bank Limited (“Kotak Mahindra Bank”) reserves the right to reject the Tag application without providing any reason. Kotak Mahindra Bank/Its Group Companies reserves the right to retain the application forms, and the documents provided herewith and will not return the same to Tag member.

Kotak Mahindra Bank/Its Group Companies or their agents can make references and enquiries which Kotak Mahindra Bank/Its Group Companies consider necessary in respect of or in relation to information in this application.

Tag Member shall inform Kotak Mahindra Bank & its Group Companies immediately regarding any change in any of the information provided in this application form and to provide any further information that Kotak Mahindra Bank & its Group Companies may require from time to time.

The products & services provided herein shall be subject to applicable RBI guidelines and regulations, issued from time to time and other prevailing law and regulations in India.

The customer hereby consents that the physical RFID Tag can be delivered to the customer at the address mentioned in the application form or can be hand-delivered. Customer shall ensure that Tag is affixed to the vehicle bearing the same registration number as was mentioned in the application form. Customer confirms that any liability incurred from the Tag, to the extent of the Toll Transactions received will be borne by the customer. The Customer confirms that process of Tag Affixation is well understood and takes all responsibility toward Tag Damage or Incorrect Tag Affixation.

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 Kotak Mahindra Bank from time to time. No interest shall be payable by Kotak Mahindra 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 Kotak Mahindra 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 Sales) 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 Sales) 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. Any loading / reloading facility is subject to the relevant applicable fee(s). Funds loaded on a Tag after activation by Kotak Mahindra Bank are immediately available for the Tag Member to use.

In our continuous endeavor to improve the Product offering and add new use cases for our customers, we have enabled Parking as a use case on FASTag at select locations and shall be followed with Fuel payment and Enforcement (Challan Collection) in future which will further widen the usage of FASTag.

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

7. SURRENDER/REPLACEMENT OF TAGS

The Tag issued to the Tag Member shall remain the property of Kotak Mahindra Bank and shall be surrendered to Kotak Mahindra Bank, on request. The Tag Member shall make a request to Kotak Mahindra Bank for cancellation in the event the services are no longer required by the Tag Member. Kotak Mahindra Bank shall reserve its right to withdraw /suspend / terminate the Tag facility 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 1860 2666 8888 (local call charges applicable) / 1800 3006 9090 (Toll Free) & 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 Kotak Mahindra Bank. Similarly, in case a Tag is damaged, it shall be the responsibility of the Tag Member to return the damaged Tag to Kotak Mahindra Bank or POS (Point of Sale) to enable closure of the Tag account. In case of replacement of Tag, replacement fee as applicable including taxes will be levied to the Tag Member. In the event of death of the Tag Member, Kotak Mahindra 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 Kotak Mahindra Bank's policy / process.

8. EXPIRATION AND TERMINATION

The Tag is valid up to a period of five years from the date of issuance of the Tag. Kotak Mahindra 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 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 Kotak Mahindra Bank policy/process, from time to time. The Tag Member shall continue to be fully liable to Kotak Mahindra 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 Kotak Mahindra Bank, is received by the Tag Member through ordinary post / email. The Tag Member agrees to destroy or surrender the Tag to Kotak Mahindra 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.

One time Security amount deposited during the time of issuance of the Fastag along with any balance present in the respective Fastag wallet will be refunded at time of tag/account closure subject to review and clearance of any outstanding transactions for that particular FASTag, the amounts / closure proceeds will be processed basis extant process.

9. USAGE GUIDELINES

- a) 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.
- b) The Tag Member shall be responsible for all facilities granted by Kotak Mahindra Bank and for all related charges and shall act in good faith in relation to all dealings with the Tag and Kotak Mahindra Bank.

- c) 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.
- d) 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/she authorizes Kotak Mahindra Bank to debit the funds available in the Tag Account by the amount of the Transaction. The Tag Member hereby provides its consent to Kotak Mahindra 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.
- e) The Tag Member is not allowed to exceed the available amount in the Tag Account through an individual Transaction or a series of Transactions. As per regulatory guidelines KYC customers can recharge to a maximum of INR 1, 00,000.00 whereas Non KYC customers can recharge for INR 10,000.00 monthly. Nevertheless, if a Transaction exceeds the balance of the funds available in the Tag Account, the Tag Member shall remain fully liable to Kotak Mahindra Bank for the amount of the Transaction.
- f) Kotak Mahindra Bank reserves the right to bill the Tag Member for any negative balance. The Tag Member agrees to pay Kotak Mahindra Bank promptly for the negative balance. Kotak Mahindra Bank also reserves the right to cancel/terminate the Tag should the Tag Member create one or more negative balances with the Tag. Kotak Mahindra Bank reserves unto itself the absolute discretion to decline to honor the Transaction requests on the Tag, without assigning any reason thereof.

The Tag Member agrees that the Tag may be added to a black list/ low balance list or such other list as may be instructed by regulatory authorities from time to time and maintained by Kotak Mahindra Bank in the following cases:

- a) If any governmental authority (including, without limitation, the National Payments Corporation of India) requests Kotak Mahindra Bank to add the relevant Tag in a blacklist for any reason whatsoever, or in case Kotak Mahindra 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 Kotak Mahindra 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.

In case the Tag of any Tag Member has been added to a black list/ low balance list in terms of Paragraph above, the Tag shall not be utilisable 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 an electronic toll collection lane at any participating Toll Plaza despite the relevant Tag being on the black list/ low balance list, Kotak Mahindra Bank shall be entitled to require 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, Kotak Mahindra Bank shall not, in any way be liable for any Transaction effected by means of such Tag.

10. CLOSURE

The Tag Member may at any point of time, request for closure of the Tag Account through FASTag customer portal and submitting such documentation as may be required by Kotak Mahindra Bank policy/process in this regard. The Tag Member shall also be required to return the Tag to authorized Kotak Mahindra Bank personnel. Thereafter, the balance amount (if any) remaining in the related Tag Account would be returned to the Tag Member in his bank account as requested within 15 days from the date of the request for closure having been placed.

11. STATEMENTS AND RECORDS

The Tag Member may enquire about the balance on his Tag by calling the Customer Care and / or by giving a missed call to 74065 75500. The Tag Member will also receive a short messaging system message ("SMS") 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 Kotak Mahindra Bank in writing within 35 days, if any irregularities or discrepancies exist in the Transactions/ particulars of the Tag Account. If Kotak Mahindra Bank does not receive any information to the contrary within 35 days, it shall assume that the Transactions are correct. All records maintained by Kotak Mahindra 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. Kotak Mahindra 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 ("SMS") 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 Kotak Mahindra Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which Kotak Mahindra 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 Kotak Mahindra 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 Kotak Mahindra Bank fully against any loss on account of misplacement loss of the Card. Without

prejudice to the foregoing, Kotak Mahindra 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 Kotak Mahindra Bank at Kotak Mahindra Bank's premises or POS (Point of Sale).
5. The exercise by Kotak Mahindra 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 Kotak Mahindra Bank or by any authorized person or computer terminal.
6. The exercise by Kotak Mahindra 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 Kotak Mahindra Bank except as otherwise required by law, if Kotak Mahindra Bank receives any process, summons, order, injunction, execution distrait, levy lien, information or notice which Kotak Mahindra 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,
Kotak Mahindra 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. Kotak Mahindra 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 Kotak Mahindra Bank or any person acting on behalf of Kotak Mahindra 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 Kotak Mahindra 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 Kotak Mahindra Bank Tag to be loaded with. The Kotak Mahindra 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 Kotak Mahindra Bank Tag programs. The participating toll

plaza list will be updated in the Kotak Mahindra Bank Tag portal from time to time.

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

13. BREACH AND TERMINATION/WITHDRAWAL

The Tag Member will be liable to pay Kotak Mahindra Bank, upon demand, all amounts outstanding from the Tag Member to Kotak Mahindra 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 Kotak Mahindra Bank {either directly or indirectly}, Kotak Mahindra 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 Kotak Mahindra Bank to deduct from the balance available on his Tag, and indemnifies Kotak Mahindra 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}. Kotak Mahindra Bank may levy service and other applicable charges for the issuance and 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 Kotak Mahindra Bank to recover all applicable charges related to the Tag as determined by Kotak Mahindra Bank from time to time by debiting the balance available on the Tag. Details of the applicable fees and charges as stipulated by Kotak Mahindra Bank shall be displayed on the website and or at POS (Point of Sale) s.

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 1860 2666 8888 (local call charges applicable), 180030069090 (Toll Free). In case the Tag Member has any dispute in respect of any Transaction,

the Tag Member shall advise details to Kotak Mahindra Bank within 35 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 Kotak Mahindra Bank to investigate and respond to the complaint/query, the Tag Member shall be required to provide Kotak Mahindra Bank with such information as may be required by Kotak Mahindra Bank. Please note that Kotak Mahindra 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 Kotak Mahindra Bank Tag Website. The Customer Care numbers shall be as updated on the Tag Website from time to time. Kotak Mahindra Bank shall make bonafide and reasonable efforts to resolve an aggrieved Tag Member's disagreement with the Transaction/s within 15 days receipt of the notice of disagreement. If after such effort, Kotak Mahindra 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 Kotak Mahindra 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 Kotak Mahindra Bank/its Affiliates/ and their agents liable for use of the aforesaid information.

17. SETTLEMENT OF DISPUTES

Kotak Mahindra 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 Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. Kotak Mahindra 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

Kotak Mahindra 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. Kotak Mahindra Bank shall notify /communicate the amended Terms and Conditions by hosting the same on the Kotak Mahindra Bank Tag website or in any other manner as decided by Kotak Mahindra Bank. The Tag Member shall be responsible for regularly reviewing the Terms and Conditions, including amendments

thereto as may be posted on the Kotak Mahindra Bank 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 Kotak Mahindra Bank against all and any claims, suits, liability, damages, losses, costs, charges, expenses, proceedings and action of any nature whatsoever made or instituted against Kotak Mahindra Bank or incurred by Kotak Mahindra Bank on account of usage of the Tag. "Kotak Mahindra 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 Kotak Mahindra Bank Tag:

PARTICULARS	AMOUNT (INR)
Tag Joining Fee	100
Reissuance Fee	100

One-time Tag Deposit amount (Refundable):

NPCI Vehicle Class	Description	Tag Color	Tag Deposit (in Rs.)	Threshold amount (in Rs.)
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	200
6	Bus 3-axle	Yellow	500	300
6	Truck 3-axle	Yellow	500	300
7	Bus 2-axle / Mini-Bus	Green	400	300
7	Truck 2-axle	Green	400	300
12	Tractor / Tractor with trailer	Pink	500	300
12	Truck 4-axle	Pink	500	300
12	Truck 5-axle	Pink	500	300
12	Truck 6-axle	Pink	500	300
15	Truck 7-axle and above	Blue	500	300
16	Earth Moving / Heavy Construction Machinery	Black	500	300

Please note:

1. Charges mentioned above are subject to change. Please visit www.kotak.com for the latest changes. Tag joining fee and Reissuance fee is inclusive of GST
2. GST applicable from time to time, will be levied on the aforementioned charges
3. Convenience fee will be applicable for online recharge
4. Threshold amount is the minimum recharge amount to be done at the time of tag activation
5. The above mentioned tag deposit rates would be applicable as per your vehicle class and will be refunded to only KYC customers at the time of FASTag account closure
6. Toll amount will be deducted as per the applicable amount, depending on the vehicle class and the toll plaza. Charges mentioned above are subject to change