

These terms and conditions (hereinafter referred to as the “**Terms and Conditions**”) apply to and regulate the provision of radio frequency identification-enabled tags (“**FASTag**”) issued by HDFC Bank Limited (“**HDFC Bank**”). These Terms and Conditions shall be in addition to and not in derogation to any other terms as stipulated by HDFC 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 “**Tag Application**” shall mean the application form signed by a Tag Member to avail of a Tag from HDFC Bank, including all annexures and mandates thereto;

“**Concessionaires**” shall mean the special purpose vehicles 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 HDFC 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 HDFC Bank;

“**HDFC Bank Website**” refers to www.HDFCbank.com, which is owned, operated and maintained by HDFC Bank;

“**National Highways**” shall mean all the national highways where toll payments can be effected by means of the ETC Facility;

“**Tag**” refers to FASTag issued by HDFC Bank, which shall function as a semi-closed prepaid payment instrument, the balance whereof shall be the amounts loaded/ re-loaded onto such instrument by the Tag Member from time to time;

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

“**Tag Members**” shall mean persons, details whereof are set out in the Tag Application, to whom Tags have been issued by HDFC Bank with respect to the vehicles owned by such persons, subject to these Terms and Conditions;

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

“**Transaction**” shall mean any transaction/s for the payment of toll charges, payment of parking fees, fuel charges and any other transaction/s carried out using the Tag, as contemplated in these Terms and Conditions.

## 2. INTERPRETATION

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

- (a) the singular includes the plural, and vice versa and words of any gender are deemed to include the other genders;
- (b) the terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to these Terms and Conditions;
- (c) references to the words “include” or “including” shall be construed without limitation;
- (d) reference to any paragraph or schedule shall mean a paragraph of, or a schedule to these Terms and Conditions;
- (e) reference to any legislation, law, circular or regulation or to any provision thereof shall include references 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;
- (f) 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;
- (g) the Tag Application shall be deemed to form an integral part of these Terms and Conditions;
- (h) 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 HDFC 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

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by HDFC Bank including, without limitation, any document that HDFC 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 Member shall be required to pay one time issuance fee. The fee amount shall be mentioned on [www.hdfcbank.com](http://www.hdfcbank.com).
- 3.3 The Tag Member acknowledges that the acceptance of any Tag Application and issuance of a Tag shall be the sole prerogative of HDFC Bank and nothing contained in these Terms and Conditions should be construed as obliging HDFC Bank to issue the Tag to any Tag Member.
- 3.4 The Tag issued by HDFC Bank to the Tag Member shall be mandatorily affixed by the agency/dealer of HDFC Bank or the Tag Member himself/herself 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 HDFC Bank in accordance with Paragraph 4.5 below and unless wallet is created for every Tag issued to the Tag Member, neither can the Tag Member reload such Tag nor can the Tag Member utilise the amounts 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 until the time wallet is created for every Tag issued to the Tag Member.
- 4.2 A user-ID/FASTag customer ID will be generated by HDFC 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 HDFC 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 HDFC Bank. HDFC 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 HDFC Bank ("Kiosks"), subject to verification of their identity and any other mandatory requirements as may be prescribed by HDFC Bank, from time to time; and/ or
  - (b) By using the payment gateway available to the Tag Members after they log in to the HDFC Bank Website using the user-ID and password provided to them by HDFC Bank at the time of issuance of the Tag.
  - (c) By using other digital modes to recharge FASTag as mentioned on HDFC Bank Website.
- 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. 10,000/- (Rupees Ten Thousand only) for Minimum KYC wallet and Rs. 2,00,000/- (Rupees Two Lakhs only) for Full KYC wallet or such other amount as HDFC Bank may stipulate from time to time and in accordance with the latest RBI guidelines and directions.
  - (b) Cash loading is limited to Rs. 50,000/- (Rupees Fifty Thousand Only) per month and Rs. 5000/- (Rupees Five Thousand Only) per reload, subject to overall limit of Rs. 2,00,000/- for FULL KYC wallet and Rs. 10,000/- for Minimum KYC wallet. The limit on loading of PPIs via electronic / online means is subject to overall limit of the wallet.
- 4.5 The Tag shall be activated subject to: (i) the approval of the Tag Application by HDFC Bank; and (ii) loading of the relevant Tag by the Tag Member, for a minimum amount specified by HDFC 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 Plazas, Parking Lots, Fuel Stations and Other Transit used cases where payment via FASTag is enabled by HDFC Bank or regulatory authorities in terms of Paragraph 5.3 below;
- (b) the Tag is strictly not transferable and shall only be used with respect to the abovementioned vehicle owned by the Tag Member, on which the Tag has been affixed by an agency/dealer of HDFC Bank or the Tag Member himself/herself
- (c) the Tag Member shall be able to use the Tag only to the extent of the Tag Balance as available from the threshold FASTag wallet balance;
- (d) the Tag is the property of HDFC Bank and is non-transferable; and
- (e) no interest shall be payable by HDFC 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 HDFC 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 the HDFC 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 Plazas, Parking Lots, Fuel Stations and other Transit used cases as enabled by HDFC Bank or regulatory authorities, such Tag Member authorizes HDFC Bank to reduce the balance available in respect of the Tag. The Tag Member hereby provides its consent to HDFC 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 HDFC Bank for the amount of such negative Tag Balance and shall make payment of the same to HDFC Bank on demand.

5.7 HDFC Bank reserves unto itself the absolute discretion to decline to honour any Transaction requests on the Tag, without having to assign any reason thereof.

5.8 Any Transaction undertaken at a participating Toll Plazas, Parking Lots, Fuel Stations and other Transit used cases as enabled by HDFC Bank or regulatory authorities, 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 affected 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 or such other list as may be instructed by regulatory authorities from time to time and maintained by HDFC Bank in the following cases:

- (a) If any governmental authority (including, without limitation, the National Payments Corporation of India) requests HDFC Bank to add the relevant Tag in a blacklist for any reason whatsoever, or in case HDFC 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 HDFC 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 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, HDFC 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, HDFC 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 mentioned on website [www.hdfcbank.com/fastag.com](http://www.hdfcbank.com/fastag.com) and/ or lodge a query. 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 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 HDFC 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 any lost/ stolen Tag, the determination of HDFC 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 HDFC Bank. Similarly, in case a Tag is damaged, it shall be the responsibility of the Tag Member to return the damaged Tag to HDFC Bank to enable issuance of a fresh Tag, as per HDFC Bank's sole discretion.

## 7. SURRENDER/ REPLACEMENT OF TAGS

7.1 The Tag Member agrees and acknowledges that HDFC Bank (whether through any authorised 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 HDFC Bank in this regard. The Tag Member shall be responsible for returning the Tags to HDFC 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 HDFC Bank for any reason whatsoever, in its sole discretion.

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

## 8. VALIDITY AND EXPIRATION

8.1 Subject to Paragraph **Error! Reference source not found.** below, a Tag shall be valid up to a period of 5 (Five) years from the date of issuance of the Tag.

8.2 As per the RBI guidelines on prepaid instruments, if KYC status of the FASTag wallet is not updated to FULL KYC within 24 months from the date of issuance, then the minimum KYC wallet would be marked as Credit Freeze and would be deactivated. Notwithstanding anything to the contrary contained herein, HDFC 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.

8.3 On termination of any Tag, the negative balance in respect of the Tag (if any) and any other amounts 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 HDFC Bank, from time to time, from the date of such deactivation till the date of actual payment of such monies.

8.4 The Tag Member agrees to surrender the Tag to HDFC 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.

- 8.5 The Tag Member may, at any point of time, request for deactivation of the Tag by visiting any branch of HDFC Bank or any Kiosk and submitting such documentation as may be required in line with HDFC Bank's policies and guidelines in this regard. The Tag Member shall also be required to return the existing Tag to the authorized HDFC Bank personnel. Thereafter, the Tag Balance (if any) shall be returned to the Tag Member by crediting the same into its 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.

#### **8(a) REFUND AND CLOSURE**

In case Tag Member has a HDFC bank account, the Tag closure request proceeds will be processed into the said account. In a situation wherein the Tag Member does not have a requisite account opened with HDFC Bank, then the amounts will be processed through Demand Draft (DD) and dispatched on registered address with HDFC Bank or vide NEFT to the account details provided while raising the closure request.

#### **9. STATEMENTS AND RECORDS**

- 9.1 All records maintained by HDFC 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 HDFC Bank shall not be liable to provide copies of the Transaction slips to any Tag Member with respect to any Transaction and the Tag Member will only receive Transactional alerts through short message service message on the mobile number registered by the Tag Member with HDFC Bank.

#### **10. INDEMNITY**

- 10.1 In consideration of HDFC Bank providing the Tag Member with the Tag, the Tag Member hereby agrees to indemnify and keep HDFC Bank and its officers, directors, employees, 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 HDFC 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 HDFC 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 these Terms and Conditions or any applicable law relating to the ETC Facility; (d) any claim made or proceeding commenced by any third party against HDFC 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, HDFC 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 honour 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 HDFC Bank at HDFC Bank's premises or any Kiosk; (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 HDFC 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 HDFC Bank may stipulate from time to time.
- 12.2 Any government charges, duty, debits or tax 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 HDFC Bank (either directly or indirectly), the Tag Member agrees and acknowledges that HDFC Bank shall be entitled to debit such charges, duty, debits or tax from the available Tag Balance.

- 12.3 HDFC 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 HDFC Bank. The Tag Member hereby authorizes HDFC 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, HDFC 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 HDFC Bank, by contacting the Customer Care number as mentioned on website [www.hdfcbank.com/fastag.com](http://www.hdfcbank.com/fastag.com), 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 HDFC 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 be able HDFC 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 HDFC Bank with all such information and documents as may be required by HDFC Bank in this regard.
- 13.3 HDFC 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, HDFC 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 as copy of the sales slip or payment requisition.
- 13.4 Please note that HDFC Bank does not ask its customers for any confidential information, and therefore Tag Member/s must not share any information of a confidential nature including, but not limited to passwords, user-ID's, 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 the HDFC Bank Website. Please note that the Customer Care numbers shall be as updated on the HDFC Bank Website, from time to time.

### 14. DISCLOSURES

- 14.1 The Tag Members hereby irrevocably authorizes HDFC Bank to disclose, exchange, share or part with any information relating to the Tag Members *inter alia* payment history information to and between its the branches, subsidiaries, affiliates, representatives, auditors, sub-contractors, service providers, other banks/ financial institution, credit bureaus and governmental authorities as may be deemed necessary by HDFC Bank and neither HDFC Bank nor the abovementioned entities shall be liable for the use of such information.

### 15. GOVERNING LAW AND JURISDICTION

- 15.1 The construction and validity of these Terms and Conditions shall be governed in all respects by the laws of India. HDFC 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. HDFC 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

- 16.1 HDFC 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. HDFC Bank

shall communicate the amended Terms and Conditions, the changes made to the features of the Tag, and the revised interest, charges and rates with respect to the Tag, by hosting the same on the HDFC Bank Website or in any other manner as may be decided by HDFC Bank, from time to time. The Tag Member shall be responsible for regularly reviewing the current Terms and Conditions, including any amendments thereto as may be posted on the HDFC Bank Website, and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Tag.

## 17. SET-OFF AND LIEN

- 17.1 Notwithstanding anything to the contrary contained in these Terms and Conditions or any other document/ arrangement: (a) in respect of all and any of the Tag Member's present and future liabilities to HDFC Bank, whether under this document or under any other obligation/ loan/ facilities/ borrowings/ document, whether such liabilities are/ be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/ or as guarantor and/ or otherwise howsoever (collectively "Liabilities"), HDFC Bank shall in addition to any general lien or similar right to which it as a banker may be entitled by Applicable Law, practice, custom or otherwise, have a specific and special lien on all the Tag Member's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with HDFC Bank, now or in future, whether in same or different capacity of the Tag Member and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, and (b) separately, HDFC Bank shall have an express right to, without notice to and without consent of the Tag Member, set-off, transfer, sell, realise, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per HDFC Bank's discretion), securities, amounts and property as aforesaid (whether earmarked for any particular Liability or not) for the purpose of realising or against any of dues in respect of any of the Liabilities and to combine or consolidate all or any of accounts of the Tag Member and to set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon any default in payment of any part of any of the Liabilities when due in terms of such documents. The Tag Member agrees and confirms that HDFC Bank may, for provision of the ETC Facility utilise such third party subcontractor(s)/ service providers as it may deem fit.
- 17.2 The Tag Member agrees and confirms that HDFC Bank may, for provision of the ETC Facility utilise such third party subcontractor(s)/ service providers as it may deem fit.

## DECLARATION

I/ we hereby irrevocably and unconditionally declare, confirm and agree that:

1. I/ we have carefully read the Terms and Conditions and Schedule of Charges as applicable to the ETC Facility as set forth in the product leaflet (which I/ we have fully understood) and hereby agree, undertake and accept the same. I/ we hereby confirm that the Tag Application has been filled by me/us. I/ we understand that any changes/ updates in the Terms and Conditions and Schedule of Charges applicable to the HDFC Bank Tag would be updated on [www.HDFCbank.com](http://www.HDFCbank.com), from time to time and I/ we hereby agree and undertake that I/ we shall keep myself/ ourselves updated about any such changes/ updates to these Terms and Conditions and Schedule of Charges.
2. All the particulars and information provided in the Tag Application (including all documents referred or provided therewith) are true, correct, complete and up-to-date in all respects, and I/ we have not withheld any information. I/we shall inform HDFC Bank immediately regarding any change in any of the information provided by me/ us in the Tag Application. I/ we agree and undertake to provide all such further information that HDFC Bank may require, from time to time.
3. I/ we understand that HDFC Bank reserves the unqualified right to reject my/ our Tag Application without providing any reason. I/ we agree and understand that HDFC Bank reserves the right to retain my/ our Tag Application and all documents provided therewith. I/we am/are aware that the submission of the completed Tag Application, this declaration and all other documents/ information that HDFC Bank may require, does not result in automatic or deemed approval by HDFC Bank for provision of the ETC Facility, the provision of which shall be at the sole discretion of HDFC Bank. I/we shall not hold HDFC Bank liable for any loss, damage or delay caused to me/us due to HDFC Bank rejecting my/our Tag Application. HDFC Bank's decision in this regard shall be final.

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4. I/ we authorize HDFC Bank or its agents to make all references and enquiries which HDFC Bank may consider necessary in respect of or in relation to any information provided in my/ our Tag Application, and I/ we agree and undertake to provide full co-operation in this regard.
5. I/ we authorize HDFC Bank to exchange, share or part with all the information, data or documents relating to my/ our Tag Application, with other its group companies, other banks, financial institutions, credit bureaus, agencies, governmental authorities or such other persons as HDFC Bank may deem necessary or appropriate, for processing of the said information/ data by such persons or otherwise for any other use/ purpose, and I/ we shall not hold HDFC Bank liable for the use/ sharing of such information by either HDFC Bank or such third parties.
6. I/ we authorize HDFC Bank unconditionally and irrevocably to debit any and all amounts as may become payable by us in respect of the Tag as per the Terms and Conditions and Schedule of Charges from the Tag Balance.
7. I hereby give voluntarily at my own discretion Aadhaar number as issued by Government of India to HDFC Bank along with my other KYC documents for the purpose of opening an account based relationship and voluntarily give my consent to use my Aadhaar details for the purpose of authentication with UIDAI. I am enclosing a copy of my duly self-attested Aadhaar card / e-Aadhaar for your record. The Aadhaar card details voluntarily furnished by me is true, correct and complete.
8. I/we hereby agree and undertake to adhere to all rules and guidelines as may be issued by HDFC Bank from time to time for completing KYC process in relation to the FASTag issued to me/us.
9. I/we hereby authorise HDFC Bank to share the vehicle number with Ministry of Road Transport's (MoRT) VAHAAN Portal and to collect and use the information associated with the vehicle number, on VAHAAN Portal, for processing the application.
10. I / we authorize HDFC Bank to create FASTag wallet as per the details provided by me/us in the Application and issue FASTag to the Vehicle as per the Class of vehicle which is categorised by NPCI Vehicle Class in Annexure I.
11. I / we authorize HDFC Bank to create wallet for individual and /or commercial use as per the details submitted by me/ us in the Application.
12. I/We hereby authorize the Bank to debit applicable charges from my Credit Card or Debit Card or account (as applicable)
13. I/we authorize the Bank to share details like vehicle number, tag no. of issued tag and existing tag (if any), vehicle class and mapper class with National Payments Corporation of India (NPCI) for tag registration and for verification of existing tag, if any.

**Annexure I**

The Charges applicable on HDFC Bank Tag are as follows:

**Fees and Charges\*\***

PARTICULARS	AMOUNT (INR)
Tag Joining Fee (One-time Fee)	₹100

**One-time Security Deposit Amount \*\***

NPCI Vehicle Class	Description	Security Deposit (in Rs.)	Threshold Amount (in Rs.)
4	Car / Jeep / Van / Tata Ace and Similar mini Light Commercial Vehicle	100	1
5	Light Commercial vehicle 2-axle	300	200
7	Bus 2 axle / Mini bus, Truck 2 axle	400	500
6	Bus- 3 axle	400	500
6	Truck - 3 axle	500	500
12	Tractor / Tractor with trailer, Truck 4, 5 & 6 -axle	500	500
15	Truck 7-axle and above	500	500
16	Earth Moving / Heavy Construction Machinery	500	500

\*\*Please note:

1. Goods and Services Taxes applicable from time to time, will be levied on the charges
2. Convenience fee may be applicable for online recharge.
3. Charges mentioned above are subject to change. Visit <https://v.hdfcbank.com/htdocs/common/fastag/feescharges.html> for latest fees & charges.

Note:

1. 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
2. The above mentioned Tag deposit shall not be refundable in case (i) the relevant Tag member is a person from whom full know- your customer check has not been done by HDFC Bank or (ii) there exists a negative Tag balance

## **CONSENT FOR CROSS-SELL OF OTHER PRODUCTS**

1. In this Consent the following capitalized terms shall have the meanings assigned to them hereunder:

**“Data”** shall mean all personal data, sensitive personal data or information, transactional data, Derivative Data, any other information, etc., in relation to me/us, including the following including in relation to past Products:

- (a) know your customer (KYC)/anti money laundering (AML) data;
- (b) information submitted while making any application or request to the Bank for any Product;
- (c) any transactional data generated during the relationship or as a result of any transaction, statements, entries, logs, in relation thereto;
- (d) any information obtained/received by the Bank from any other source;
- (e) any Derivative Data.

**“Derivative Data”** shall mean any credit scores, credit information, behavioural projections, profiling, analytical results, reports (prepared by the Bank internally or other persons) including through any algorithms, analytics, software, automations, profiling etc., and whether such derivative is from the information collected from me/us or in combination with any other information sourced from any other person, database or source whether by the Bank or other persons. The process of arriving at and generation of such Derivative Data involving or through any of the above sub-processes/methods, shall be referred to as **“Derivation”**.

**“Specified Purposes”** shall collectively mean, credit assessment, risk assessment, risk analysis, obtaining credit information reports, scores, scrubs, fraud checks, fraud detections, fraud prevention, detecting and preventing crime including crime/ terror funding, detecting malpractices or discrepant documents or information, prevention of misuse, assessment of credit worthiness, financial standing, due diligence, background check, physical and other inspections, verifications, obtaining any reports for any of the above, KYC/ AML checks, customer service, monitoring, collections, default detection, default prevention, default investigation, recovery, any legal proceedings, actions, enquiries, investigations, pursuing any remedies, enforcing rights, reporting including credit reporting, KYC reporting, default reporting, filing, perfections etc., whether any of these are undertaken internally or through any credit information company, bureau, service provider, consultant, vendor, agent, fintech entity, co-brand entity/partner, distributor, selling/ marketing agent, any partner, other player/ intermediary in any ecosystem of which we are a part, TPAP (for whom we act as PSP bank), collaborator, co-lender, co-originator, merchant, aggregator, lead generator, sourcing entity, client, customer or other person with whom we have a tie-up or contract for any products or services, person or through a combination of multiple options. Each of such credit information company, bureau, service provider, consultant, vendor, agent, fintech entity, co-brand entity/partner, person, and their respective service providers, consultants, vendors, etc is referred to as a **“Processing Entity”**.

**“Product(s)”** shall mean products, services and/or businesses of the Bank/ of subsidiaries/ affiliates, or where the Bank/ its subsidiaries/ affiliates distribute, refer or act as agent or act as a sponsor bank or a PSP bank etc. in relation to any products or services (including where the initiation of any transaction is not directly with the Bank but is with a relevant Processing Entity like in case of a UPI transfer through a TPAP where the account is not with the Bank but it is a PSP bank), whether the Bank is in direct relationship or indirect relationship through any other intermediary/ entity, vis-à-vis me/us, as also if I/we are an authorised signatory or authorised person or representative of a non-individual applicant/ customer/ user of any services, whether direct or indirect.

The Products, which have been applied/ requested by or availed by, me/us (including where the initiation of any transaction is not directly with the Bank but is with a relevant Processing Entity like in case of a UPI transfer through a TPAP where my/our account is not with the Bank but the Bank is a PSP bank), shall be

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referred to as “**Requested Products**”, and the Products (including any future products or services) other than the Requested Products, shall be referred to as “**Other Products**”.

2. I have read, understood and hereby accept the Privacy Policy of the Bank (available at [www.hdfcbank.com](http://www.hdfcbank.com)).
3. I/we hereby authorize HDFC Bank Limited (“**Bank**” which which expression shall be deemed to include its successors and assigns) to:
  - a. process, use, store, retain, share with Processing Entities or collect from any Processing Entities or other databases, sources, persons/entities, the Data or any part thereof, for any of the Specified Purposes:
    - i. For assessing, examining and/or determining, from time to time, my/our eligibility (including pre-eligibility), suitability or credit worthiness and/or for profiling for any of the Other Products;
    - ii. for Derivation and sharing any Derivative Data (between Bank and any Processing Entity) in connection with the aforesaid purposes;
    - iii. contacting, establishing contact, whereabouts, including through email, postal address, telephone, social media, banners on applications/ electronic platforms, notifications, website, premises of third parties/ other persons;
    - iv. deploying any analytics, automated processing, algorithms, robotics, profiling, encryptions, coding, anonymizations, etc., for any of the aforesaid.
  - b. For conveying to, displaying or communicating with, marketing, selling, cross-selling to me/us, by the Bank internally or externally, including through or on the Bank’s apps/ platforms, any other channel(s) of the Bank, TPAP, service providers, agents, or otherwise through notifications, emails or other means of communications, whether online or offline or telecommunications, the availability or eligibility or offer, whether in principle or otherwise, of any of the Other Products, and for this purpose all authorisations mentioned in (ii) to (iv) of 3 (a) above in relation thereto.
4. I/we authorize the Processing Entities to process, use, store, retain, share with the Bank or the other Processing Entities or collect from Bank, any other Processing Entities or other databases, sources, persons/entities, the Data or any part thereof, for any of the aforesaid consented purposes.
5. I/we hereby authorise the Bank to share the vehicle number with Ministry of Road Transport’s (MoRT) VAHAAN Portal and to collect and use the information associated with the vehicle number, on VAHAAN Portal, for offering Other Products like insurance and financing thereof.
6. For the purposes of aforesaid consents and authorizations, it shall be deemed that I/we have furnished all the Data separately under this consent.
7. I/we agree that the aforesaid consents/ authorizations for the aforesaid purposes shall survive beyond the validity of such application/ tenure of the Product/ consummation of any transaction.
8. The consents given or denied under this document do not limit any other consents obtained or given.