

## **Terms and Conditions**

These Terms and Conditions apply to and regulate the provision of FASTag facility provided by The Surat District Co-operative Bank Ltd. These terms and conditions (the "Terms and Conditions") shall be in addition to and not in derogation to any other terms as stipulated by The Surat District Co-operative Bank Ltd. 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:

Term	Description
Bank	means The Surat District Co-operative Bank Ltd.
Tag or SUDICO Tag or SUDICO FASTag	shall refer to FASTag issue by The Surat District Co-operative Bank Ltd. and can be used interchangeably.
Affiliate	means and includes any company which is the holding or subsidiary company of The Surat District Co-operative Bank Ltd., or a person under the control of or under common control with The Surat District Co-operative Bank Ltd., 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 The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd., 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.
Tag Account	shall mean the CASA account opened in the name of the Tag Member and maintained by The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd subject to such terms and conditions as may be specified by The Surat District Co-operative Bank Ltd, and who is authorized to hold and use the Tag.
Tag Website	refers to <a href="http://www.sudicobank.com">www.sudicobank.com</a> , which is owned, operated and maintained by The Surat District Co-operative Bank Ltd.
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.
Statement/s	shall mean the communication provided to the Tag Member/s on the e-mail id provided by the Tag Member/s to The Surat District Co-operative Bank Ltd. on a quarterly basis stating inter alia the Transactions undertaken.
Customer Care	refers to the telephonic customer service facility provided by The Surat District Co-operative Bank Ltd. throughout the day to Tag Member/s for any Tag related queries.

## **2. INTERPRETATION**

- a) All references to singular include plural and vice verses and the word "indices" should be constructed as "without imitation.
- b) Words importing any gender include the other gender.
- c) References to any statute, ordinance or other law includes all regulations and other instruments and all consolidations amendments, are-enactment or replacements for the time being in force.
- d) All the headings, bold typing and italics 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 Clause Act shall, unless it be 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 The Surat District Co-operative Bank Ltd. from time to time.

## **4. Issuance of Tags**

The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. in this regard. The Surat District Co-operative Bank Ltd. shall maintain records of these Applications and other Transactions in such manner as may be deemed suitable by The Surat District Co-operative Bank Ltd.

The Tag issued by The Surat District Co-operative Bank Ltd. 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.

After affixing the tag, if the tag is pulled off the vehicle, it will be permanently damaged and will not be usable at any Toll Plaza. A new tag has to be affixed after paying the charges.

The Tag shall be activated subject to approval of the application by the Bank.

The tag holder shall be bound to comply with these Terms and Conditions and all the policies stipulated by The Surat District Co-operative Bank Ltd. from time to time in relation to the Tag. The Surat District Co-operative Bank Ltd. 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 National Highways Authority of India from time to time.

## **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 The Surat District Co-operative Bank Ltd.. The Tag Member must immediately report the loss/ theft over the telephone to the Customer Care. 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 safekeeping 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 The Surat District Co-operative Bank Ltd. 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, The Surat District Co-operative Bank Ltd. 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 Tag, the Tag Member shall be entirely liable for any such charges incurred on the Tag and shall under no circumstances hold The Surat District Co-operative Bank Ltd. responsible for the same.

In case of transfer/sale of the vehicle on which the tag is affixed, the sole responsibility of informing the same to the Bank will lie with the applicant. The Bank will not be held liable for any loss accruing from the said scenario.

## **7. Surrender/Replacement of Tags**

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

In case of loss of the Tag, the Tag may be blocked by the Tag Member by calling up the Customer Care at 1800 233 9900(Toll Free)/ & furnishing the required information for blocking the Tag.

In the event of death of the Tag Member, The Surat District Co-operative Bank Ltd. shall cancel the Tag upon being informed of the same.

## **8. Expiration and Termination**

The Tag is valid up to a period of five years from the date of issuance of the Tag. The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. policy/process, from time to time.

The Tag Member shall continue to be fully liable to The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. The Tag Member agrees to surrender the Tag to The Surat District Co-operative Bank Ltd., 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. The Tag Member shall be responsible for all facilities granted by The Surat District Co-operative Bank Ltd. and for all related charges and shall act in good faith in relation to all dealings with the Tag and The Surat District Co-operative Bank Ltd. 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/she authorizes The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. for the amount of the Transaction. The Surat District Co-operative Bank Ltd. reserves the right to bill the Tag Member for any negative balance. The Tag Member agrees to pay The Surat District Co-operative Bank Ltd. promptly for the negative balance. The Surat District Co-operative Bank Ltd. also reserves the right to cancel/terminate the Tag should the Tag Member create one or more negative balances with the Tag.

The Surat District Co-operative Bank Ltd. 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 parent branch and submitting such documentation as may be required by The Surat District Co-operative Bank Ltd. policy/process in this regard. The Tag Member shall also be required to return the Tag to authorized The Surat District Co-operative Bank Ltd. personnel.

### **11. Statements and Records**

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 The Surat District Co-operative Bank Ltd. in writing within 15 days, if any irregularities or discrepancies exist in the Transactions/ particulars of the Tag Account. If The Surat District Co-operative Bank Ltd. does not receive any information to the contrary within 15 days, it shall assume that the Transactions are correct. All records maintained by The Surat District Co-operative Bank Ltd., 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.

The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which The Surat District Co-operative Bank Ltd. 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 Bank's acting in good faith and 5 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 The Surat District Co-operative Bank Ltd. fully against any loss on account of misplacement loss of the Tag.

Without prejudice to the foregoing, The Surat District Co-operative Bank Ltd. shall be under no liability whatsoever to the Tag Member in respect of any loss or damage arising directly or indirectly out of:

- Any defect in quality of goods or services supplied by any third party.

- The refusal of any person to honor or to accept the Tag.
- The malfunction of any computer system.
- Handing over of the Tag by the Tag Member to anybody other than the designated employees of The Surat District Co-operative Bank Ltd. at Bank's premises.
- The exercise by The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. or by any authorized person or computer terminal.
- The exercise by The Surat District Co-operative Bank Ltd. of its right to terminate the Tag.
- Any injury to the credit, character and reputation of the Tag Member alleged to have been caused by the re-possession of the Tag and/or any request for its return or the refusal of any Toll Plaza to honor or accept the Tag.
- Except as otherwise required by law, if The Surat District Co-operative Bank Ltd. receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which The Surat District Co-operative Bank Ltd. 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, The Surat District Co-operative Bank Ltd. 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. The Surat District Co-operative Bank Ltd. reserves the right to deduct from the balance available on the Tag a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving the Tag Member's Tag.
- Any statement made by any unauthorized person requesting the return of the Tag or any act performed by any person in conjunction.
- In the event a demand or claim for settlement of outstanding dues from the Tag Member is made, either by The Surat District Co-operative Bank Ltd. or any person acting on behalf of The Surat District Co-operative Bank Ltd., 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.
- The 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 tag to be loaded with. The 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 program. The participating toll plaza list will be updated in the tag portal from time to time.
- The tag is the property of The Surat District Co-operative Bank Ltd. It shall be subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by The Surat District Co-operative Bank Ltd., from time to time. The Tag Member shall allow to affix the Tag immediately on the vehicle at the time of Tag issuance.

### **13. Breach and Termination/Withdrawal**

The Tag Member will be liable to pay The Surat District Co-operative Bank Ltd., upon demand, all accounts outstanding from the Tag Member.

### **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 The Surat District Co-operative Bank Ltd. (either directly or indirectly), 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 6 such fees, the Bank reserves the right to deny any further Transactions. The Tag Member also authorizes The Surat District Co-operative Bank Ltd.

to deduct from the balance available on his Tag, and indemnifies The Surat District Co-operative Bank Ltd. 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). The Surat District Co-operative Bank Ltd. 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 The Surat District Co-operative Bank Ltd. to recover all charges related to the Tag as determined by The Surat District Co-operative Bank Ltd. from time to time by debiting the balance available on the Tag. Details of the applicable fees and charges as stipulated by The Surat District Co-operative Bank Ltd. shall be displayed on the official website of the bank.

### **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 1800 233 9900 (Toll Free). In case the Tag Member has any dispute in respect of any Transaction, the Tag Member shall advise details to The Surat District Co-operative Bank Ltd. within 30 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 The Surat District Co-operative Bank Ltd. to investigate and respond to the complaint/query, the Tag Member shall be required to provide The Surat District Co-operative Bank Ltd. with such information as may be required by The Surat District Co-operative Bank Ltd. Please note that The Surat District Co-operative Bank Ltd. does not ask customers for any confidential information and therefore Tag Member/s must not share with us any information of a confidential nature.

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

The Surat District Co-operative Bank Ltd. shall make bonafide and reasonable efforts to resolve an aggrieved Tag Member's disagreement with the Transaction/s within 15 days from receipt of the notice of disagreement. If after such effort, The Surat District Co-operative Bank Ltd. determines that the Transaction/s indicated is correct then it shall communicate the same to the Tag Member along with the details including copy of the sales slip or payment requisition.

### **16. Disclosures:**

The tag member hereby irrevocably authorizes The Surat District Co-operative bank to disclose, change, share or part with all the information relating to the tag member details and payment history information and all information pertaining to and contain in the terms and conditions or as expressed in the application mode for the tag to its banks as maybe required and undertakes not to hold The Surat District Co-operative bank the agents liable for use of the aforesaid information.

### **17. Settlement of disputes:**

The Surat District Co-operative bank and the tag member agree that any legal action or proceedings arising out of this terms and conditions shall be brought in the court or tribunal at Surat in India and irrevocably submitting themselves to the jurisdiction to the court or the tribunal The Surat District Co-operative bank may, however, in its absolute discretion commence any legal or proceeding arising out of the terms and conditions in other court, tribunal or other appropriate forum and the tag member hereby consents to the jurisdiction. The terms and condition shall be governed by and constituted in accordance with the laws of India.

### **18. Notification of changes:**

The Surat District Co-operative 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 coagulation at any time. The balance available shall be liable to utilized for toll charges incurred and all other obligation under the terms and conditions. The Surat District Co-operative bank shall notify / communicate the amended terms and conditions by hosting them on the same tag website or any other manner as decided by The Surat District Co-operative bank. The tag member shall be responsible for regularly reviewing the terms and conditions, including amendments thereto as maybe 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 The Surat District Co-operative bank against all and any claims, suits, liability, damages, loss, costs, charges, expenses, proceeding and actions of any nature whatsoever made or constituted against or incurred by The Surat District Co-operative bank on account of usage a the tag The Surat District Co-operative bank may, at its sole discretion, utilizes the services of external service provider/s, or agents and on such terms as required or necessary, in relation to its products/services.

**Annexure I**

Charges applicable on SUDICO FASTag:

Particulars	Amount (Rs.)
Tag Issuance Fee	Rs 100 inclusive of applicable taxes (Rs
Tag Replacement Charge	84.74+GST)

1. Goods and Service tax (GST) will be levied on all the prescribed fees & charges at the applicable rates.

2. Charges mentioned above are subject to change. Please visit [sudicobank.com](http://sudicobank.com) for the latest charges.

One - time Tag Deposit amount are as under:

Vehicle Class	Description	Tag Deposit (Rs.)
VC 4	Car/Jeep/Van/Tata Ace and Similar mini Light Commercial Vehicle	200.00
VC 5	Light Commercial Vehicle	500.00
VC 6	Three Axle Commercial Vehicles	500.00
VC 7	Bus/Truck 4 to 6 Axle	1000.00
VC 12	Truck/Tractor 4 to 6 Axle	1000.00
VC 15	Truck 7 or More Axle	1000.00
VC 16	Heavy Construction Machinery (HCM)/ Earth Moving Equipment (EME)	1000.00

Note: The above mentioned Tag deposit rates would be applicable depending on your vehicle class and would be refunded to you at the time of SUDICO FASTag account closure.