

## Terms and Conditions for availing Online/Offline Direct Tax Payment

1. These terms and conditions are applicable to all on-line/Off line transfer of funds undertaken by customers ("Customer") towards payment of direct taxes ("Online/Offline Tax Service") to banks authorised by the Government of India and Reserve Bank of India ("Authorised Banks") and facilitated by Tamilnad Mercantile Bank Ltd ("Bank").
2. The Customer hereby requests the Bank to provide the Online/Off line Tax Service by debiting the Customer's account maintained with the Bank.
3. In consideration of the Bank providing the Online/Offline Tax Services, the Customer shall pay to the Bank all applicable fees and charges for the services of the Bank. The Customer agrees that the Bank shall be entitled to debit such fees and charges from the Customer's account maintained with the Bank without prior approval of or information to the Customer.
4. The Customer shall provide accurate identification details including information pertaining to the Customer's Permanent Account Number ("PAN") or Tax Deduction and Collection Account number ("TAN") as have been registered with the Government of India. The Customer undertakes that the Customer shall not hold the Bank responsible for any loss, damages, etc. that may be incurred / suffered on account of insufficiency, inaccuracy or incorrectness of information provided by the Customer to the Bank.
5. The Bank may in its sole discretion reject the Customer's registration / payment requests on account of any reasons including inconsistency in the registration or payment details.
6. The Customer hereby confirms that all information including personal or identification information pertaining to the Customer or third parties, is being voluntarily provided by the Customer to the Bank. The Customer represents and warrants that he/she is authorized to disclose the above information and there is no legal impediment in such disclosure. Further, the Customer hereby authorizes the Bank to use, share or disclose such information in any manner as the Bank may deem prudent and necessary. The Bank shall not be responsible for any errors, omissions or inaccuracies in the information and the Bank shall not have any responsibility to verify the authenticity or validity of such information.
7. The Customer hereby undertakes that the Bank's role is limited to providing a medium for Online/Offline Tax Service and the Bank is not rendering any tax advisory services. The Customer agrees that all any disputes relating to the payment or tax details will be settled directly with the Government of India and the Bank's responsibility is limited to transferring the amount to the Authorised Banks.
8. The Customer agrees that the record of the instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.

- 9. The Customer understands that payment instructions given by him on working days within the Cut Off time, will, on a best effort basis by the Bank, be submitted to the Authorised Banks on the same day and instructions given by him after the Cut Off time, will be processed on the next working day.**
10. The Customer hereby agrees that once the transaction instruction has been executed, the Customer will not be able to request a reversal for the tax payment.
11. The Bank shall be entitled to suspend/terminate the Online/Offline Tax Services provided that notwithstanding such termination, the Customer shall not be relieved of their obligations hereunder incurred prior to the date on which such termination shall become effective.
12. The Customer hereby acknowledges that the Online Tax Services depend on various electronic equipment and technology used from time to time. Thus, there could be delays and snags in receipt/transmission of the online instructions given by the Customers. The Bank does not hold any warranty including warranty of error free performance, on-time execution, quality of service, etc. in respect of execution of the Online/Offline Tax Service. The Bank shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of the Bank, including, but not limited to, refusal of the Authorised Banks to receive the payment for any reason whatsoever, acts of God, systems and communications breakdowns, failure or disruption in performance of any system or equipment, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labour, lockouts or other labour troubles, earthquakes, fires or accidents. The Bank shall not be liable or responsible to the Customer for any loss, damage whether direct or indirect, costs, charges or expenses, due to or occasioned by delay / inability to execute within stipulated time, under any circumstances.
13. The Customer shall not hold the Bank liable if it is unable to effect any online/Offline instruction if the Customer's account does not contain sufficient funds to cover the payment of the respective instruction or if the funds available in the payment account are under any attachment, lien or charge.
14. The Bank shall endeavour to refund the payments on account of rejected instructions within 2 business days after the Bank receives the funds from the Authorised Banks.
15. The Bank shall also not be liable for any delay, failure or refusal of the Authorized Banks or any third party and the Customer shall keep the Bank harmless and free from any demand or claim in respect thereof. Further, the Customer shall keep the Bank harmless and indemnified against all losses, damages, claims, charges, costs and expenses that may be suffered or incurred by the Bank in direct or indirect connection with the Online/Offline Tax Services.

16. The Bank may, in its discretion, opt not to carry out any online/Offline instruction of the Customer where the Bank has reason to believe that the online/Offline instructions are not genuine or are otherwise improper or unclear or manipulated or untimely or raise a reasonable doubt. The Bank shall not be liable if any online/Offline instructions are not carried out for any of the aforesaid reasons. The Customer agrees to indemnify the Bank against any improper/fraudulent fund transfer or online instruction purported to be received from the Customer.
17. In addition to the terms and conditions stipulated herein, the Online/Offline Tax Services shall be subject to General Business Conditions of the Bank, terms and conditions applicable for services through Alternate Channels, rules for conduct of accounts as may be issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by Reserve Bank of India, or any other statutory or regulatory authority.
18. In providing the Online/Offline Tax Payment service, the Bank is acting as an agent of the Customer. Under no circumstances, the Bank shall be treated as or deemed to be a bank authorised by Finance Ministry or any other regulatory body for collection of tax through electronic payments and the Customer's obligation towards payment of Tax to concerned Regulatory Authority[ies] should be construed as completed only after the customer receives from the Bank the acknowledgement or any other applicable payment receipt generated and sent by the Authorized Bank.
19. The Bank shall also not be responsible for any errors that may be committed by the e-payment user in the process of conducting e-payment/Online transactions.
20. Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by any service provider.
21. The e-payment user willing to terminate this facility shall give the Bank not less than 7 days prior notice in writing requesting termination and disabling the user-id. The designated account shall be allowed to close only after receiving such request and expiry of the notice period.
22. The Bank has right to provide of any information relating to e-payment user to the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Bank and Authorised Bank, third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the E-payment services, or for statistical analysis, credit scoring publicity/promotional activities and data processing purposes and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, regulatory or legal process.