

**Annexure I**

**Terms and Conditions attached to the Application Form for Trans-Connect Program**

**A. Definitions**

1. **“Affiliate”** shall mean with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under common Control with such person through one or more intermediaries. For the purposes of this definition of “Affiliate”, “Control”, “Controlled” or “Controlling” shall mean, with respect to any person, any circumstance in which such person is controlled by whether whole or in part by any person by virtue of the latter person controlling (i) the composition of the board of directors or managers, or (ii) owning or controlling a percentage of the outstanding voting securities or interests of such person, or (iii) the power to direct, administer, influence or dictate policies of the other, or (iv) otherwise, where all the (i), (ii) and (iii) as aforesaid is exercised either by matter of fact or operation of law or under any contractual arrangement or otherwise.
2. **“Agreement”** shall mean this document along with Trans-Connect Enrollment Form in physical and in electronic form and RBML’s acceptance of the Trans-Connect Enrollment Form.
3. **“Applicant”** means an individual, partnership firm through its partners, corporate entity, Statutory Body/Corporation, Government, or any other legal entity who has applied for membership of the Trans-Connect Program.
4. **“Authorised Mobile Number”** shall mean the mobile number of the Member or the person authorised by the Member which shall be registered at the time of application and authorised by Member to be used for availing Trans-Connect Service and/or Products for payment at Designated Retail Outlet.
5. **“Authorised Personnel”** with reference to the Member means person(s) authorised by Member to access the Trans-Connect membership through the Authorised Mobile Number for making payments for purchase of automotive fuels at Designated Retail Outlet/s.
6. **“Charges”** means all fees and / or charges due and payable by Member to RBML and shall include without limitation Joining Fee, Account Renewal fee, Finance Charges, Cheque return charges, Account reactivation charges, and any and all taxes as may be applicable from time to time.

7. **“Credit Issuer”** means any financial institution or Bank or Non-Banking financial company having arrangement or agreement with RBML and who grants or sanctions credit facility to the Member.
8. **“Call Centre”** means customer helpline centre dedicated for customer services including recording Instructions, complaints and handling inquiries made by Members.
9. **“Designated Retail Outlet”** shall mean such petroleum retail outlet locations designated by RBML from time to time, where payment through Trans-Connect Card/Authorised Mobile Number will be accepted as a mode of payment for purchase of automotive fuels from that retail outlet from Member;
10. **“Due Date”** means date on which payment becomes due to Credit Issuer from Member based on the arrangement/agreement arrived at between Member and Credit Issuer.
11. **“Enrollment Centre”** shall mean the Designated Retail Outlet/s, the Trans-Connect Centre and any other place or mode including enrolment through electronic format as specified by RBML, where Application for membership of the Trans-Connect Program can be submitted by the Applicant.
12. **“Instructions”** means instructions issued by Member or its Authorised Personnel to RBML under the Trans-Connect Program.
13. **“Member”** means an Applicant whose Trans-Connect enrollment application has been accepted by RBML as a member of the Trans-Connect Program in accordance with clause B of this Agreement.
14. **“Net Manager Application”** shall mean the RBML’s dedicated web portal for Members through which the Member can operate his Trans-Connect Account including loading, assignment of limits for usage to the vehicle and view reports.
15. **“Trans Manager mobile app”** shall mean the Net Manager Application available on mobile application platform on Android operating system or iOS.
16. **“Product”** means automotive fuels dispensed from any of the Designated Retail Outlet.
17. **“RBML”** means Reliance BP Mobility Limited having its registered office at Makers Chambers IV, 3<sup>rd</sup> floor, 222, Nariman Point, Mumbai- 400 021 and shall be deemed to mean and include its subsidiaries, successors in title and/or assigns.

18. **“Service Partner”** shall mean any third party agency/ies who has tie-up with RBML for providing concierge services to Trans-Connect Members.
19. **“Trans-Connect Account”** shall mean the Account opened by RBML upon successful enrollment by the Applicant.
20. **“Trans-Connect Card”** or **“Card”** shall mean an active, unexpired plastic (magnetic stripe) card issued by RBML to Member upon enrollment, being either pre-paid or post-paid, which is signed and is not damaged, torn, altered and/or mutilated and embossed with the name of Member.
21. **“Trans-Connect Enrollment Form”** or **“Form”** means application form in prescribed physical form or electronic format duly filled and submitted online or in person by the Applicant either at the Designated Retail Outlet or at Trans-Connect Centre by Persons desirous of membership to Trans-Connect Program.
22. **“Trans-Connect Centre”** means location as specified by RBML from time to time where Members may apply for enrollment to the Trans-Connect Program, issue Instructions and load Trans-Connect Account and avail of such other facilities as may be intimated by RBML from time to time.
23. **“Trans-Connect Program”** or **“Program”** means program offered by RBML under which TransConnect Services are provided to Members in terms of this Agreement.
24. **“Trans-Connect Card Program”** or **“Card Program”** shall mean the Trans-Connect Program under which the Applicant applies for getting a physical card for availing benefits & services of Trans-Connect Program and transact at Designated Retail Outlet through Card.
25. **“Trans-Connect Card-less Program”** or **“Virtual Card”** shall mean the Trans-Connect Program under which the Applicant applies for enrolling to the Trans-Connect Program without getting a physical card and Applicant shall be transacting at Designated Retail Outlet through Authorized Mobile Number.
26. **“Trans Points”** means points awarded to the Member on use of Trans-Connect Account for Transactions at Designated Retail Outlet.

27. **“Trans-Connect Services”** means any of the services that may be provided under the TransConnect Program by RBML or its service partners, as the case may be, from time to time subject to launch and availability of such services.
28. **“Transaction”** refers to purchase of Product by the Member at Designated Retail Outlet and payments made by the Member under the Trans-Connect Program in accordance with the terms and conditions herein.

**B. Membership and Enrollment:**

1. The Applicant may be
  - i. an individual who is competent to contract;
  - ii. a Partnership firm through its partners;
  - iii. a Company incorporated and registered under the provisions of the Companies Act 1956/2013;;
  - iv. a Statutory body/Corporation;
  - v. Government; or
  - vi. any legal entity;
2. Applicant shall submit Trans-Connect Enrollment Form complete in all respect along with necessary documents as more particularly detailed in the Enrollment Form and as may be required by the Credit Issuer at any of the Enrollment Centre. In case of any additional documents required by RBML or Credit Issuer, the same shall be intimated to the Applicant at the time of submission of the Enrollment Form. Further the Applicant shall mandatorily furnish copy of its PAN card along with Enrollment Form.
3. Applicant may apply for physical card/s and/or virtual card/s. Virtual card/s can be operated/accessed through Authorized Mobile Number with pre-paid or post-paid facility under the Trans-Connect Program. In case of application for postpaid facility, the enrolment would be processed post approval of credit by the Credit Issuer.
4. RBML shall be entitled to scrutinize details furnished by Applicant, either by itself or through any agency appointed by it.
5. RBML reserves the right to,-
  - i. refuse membership in the Trans-Connect Program to any applicant without assigning any reason whatsoever;
  - ii. decline authorisation requests on the Trans-Connect Account without assigning any reason whatsoever;

- iii. Withdraw / or discontinue any or all Trans-Connect Services / Products without assigning any reason whatsoever and without any prior notice.
6. On acceptance of Application,:
  - i. RBML shall Register and enroll the Applicant as Member immediately and RBML shall generate the Trans-Connect Account number and issue a welcome letter. ii. Member shall be able to access the Net Manager Application in the manner and as per process described under the terms and conditions mentioned herein point F.
7. Notwithstanding anything contained herein, in case the information and documents submitted by the Applicant at the time of enrolment or subsequently after enrolment, is found to be incorrect or invalid, RBML reserves the right to reject the application or cancel the Membership. RBML shall not be under any obligation to provide any reasons whatsoever for such rejection or cancellation and Applicant/Member agrees and acknowledges that Applicant shall not be entitled to make any claim for compensation and / or to dispute, object to or challenge such rejection of application or cancellation of Membership.
8. All communication will be sent to the contact details given at the time of enrolment or any change subsequently advised, and it is the responsibility of the member to keep their contact details updated.
9. All communication sent by RBML to the Member at such contact details provided by the Member will be deemed to have been received by the Member and RBML bears no responsibility for any communication not received.
10. Use of the Trans-Connect Account by Members for purchasing Products and / or availing Trans-Connect Services shall be in accordance with any limits that may be set by RBML, Member and Credit Issuer, as may be applicable.
11. RBML shall be entitled to add to, delete from, vary and / or modify Trans-Connect Services, Products and locations at which such services / products are available under the Trans-Connect Program at any time and from time to time without prior intimation to Member.
12. The Member can enjoy the benefits of the Trans-Connect program after Trans-Connect Account is generated by RBML and the said Account may be used by Members / Authorised Personnel at Designated Retail Outlet for purchasing products and / or availing TransConnect Services, depending on availability of such Products / Trans-Connect Services.

13. Applicant can enroll into Trans-Connect Program and opt for operation through Physical Card or Virtual Card (Card less):
  - i. **Enrollment for Trans-Connect Card Program Membership:**
    - a. Customer to enroll by applying through filling Trans-Connect Customer Application Form (CAF) and submit to Designated Retail Outlet or Trans-Connect Centre.
    - b. The Enrollment Form shall be invalid if it is incomplete, unsigned or with incomplete documents as detailed in the Enrollment Form.
    - c. Within twenty one (21) days of receipt of the Form, RBML shall endeavor to process and convey its acceptance or rejection of the Application Form, and in case the Application is accepted, RBML shall register and enroll the Applicant as Member, in accordance with the Form received and generate the Trans-Connect Account number and dispatch Trans-Connect Card(s) to the Trans-Connect Centre or Designated Retail Outlet from where the Member shall collect the same.
    - d. The Member upon successful enrollment, will be issued one card in case of fueling other than motor vehicles and one per vehicle in case of fueling for motor vehicles. The card will have a distinct number.
    - e. Each card will be issued with a default PIN. The member is required to change the PIN as per Member's choice.
    - f. Member shall take all steps to ensure safety and confidentiality of the card in case of a change of driver of a vehicle to which the card pertains to. RBML will not be responsible for any misuse of the card.
    - g. Loss/Damage/Theft of card should be communicated and blocked immediately through Call Centre or through Net Manager web application.
    - h. Any liability arising due to card loss/damage/theft, misuse or out of sharing a PIN consciously or otherwise, would render the Member liable for all losses.
    - i. All Trans-Connect Cards issued by RBML shall be the property of RBML. On termination of this Agreement, Member shall surrender / return the Cards to RBML at the Trans-Connect Centre or the Designated Retail Outlet in accordance with instructions issued by RBML.
  - ii. **Enrollment for Trans-Connect Card-less Program:**
    - a. Applicant can submit his request for enrolment in electronic format at any of the Trans-Connect Centre or at Designated Retail Outlet or through electronic format or any other available mode of enrolment.
    - b. Upon registering his request, the Applicant will receive a One Time Password (OTP) on the mobile number registered along with a link of Trans-Connect Terms & Conditions. Upon the Applicant entering the OTP, Applicant has agreed to the terms and conditions of the Transconnect program.

- c. Applicant may register unique mobile number of the drivers of each Vehicle the Member intends to authorize access to the virtual card by registering through the Net Manager Application.
- d. On successful enrolment, unique Trans-Connect Account and Common PIN for all vehicles is generated and intimated by an SMS on the registered mobile number of the Member.
- e. The Member is required to change the PIN of the virtual card allotted to the vehicles as per Member's choice.
- f. Member shall take all steps to ensure safety and confidentiality of the virtual card in case of a change of driver of a vehicle to which the card pertains to. RBML will not be responsible for any misuse.
- g. Applicant should replace or delete the mobile number of the driver in case of a change in the driver of the vehicle or change/loss/theft of mobile of the driver using the virtual card immediately through Call Centre or through Net Manager web application.
- h. Any liability arising due to misuse or out of sharing a OTP consciously or otherwise, would render the member liable for all losses

**14. Pre-paid Trans-Connect Account:**

- i. The minimum amount of cash loading per transaction in the Transconnect Account is Rs 500/- (Rupees five hundred). The maximum amount of cash loading per transaction in the Transconnect Account is Rs 1,00,000/- (Rupees one lac only). The total cash loading per day in the Transconnect Account shall not exceed Rs 1,99,900/- (Rupees one lakh ninety nine thousand nine hundred only).
- ii. Member may load money into its Trans-Connect Account by credit card, debit card or net banking or by cash, local cheque, or bankers' cheque/Demand Draft., Cheque/Bankers cheque and demand draft shall be drawn in the name of "RBML Industries Limited" payable at the Bank Branch as may be intimated by RBML. Such loading may be done at any Trans-Connect Centre or Designated Retail Outlet. RBML shall be entitled to debit from the Member's Account the amount of any bank charges levied by the bank on RBML for cheque realization/dishonour or loading made through credit/debit card or net banking. Member or Member's representative shall reload the pre-paid Trans-Connect Account from time to time in accordance with any limits set by RBML on the minimum & maximum amount.
- iii. Member shall be able to transact only upto the amount lying to the credit of the TransConnect Account. RBML shall not be under any obligation to intimate Member upon exhausting the amount from its Trans-Connect Account.

- iv. RBML shall issue monthly statement to Member for all the transactions done at Designated Retail Outlet. The monthly statement shall be mailed to Member at the registered address, provided by Member either through electronic mail or registered post.
- v. RBML shall not be responsible for any communication not received by Member. In case of non-receipt, the Member may obtain such monthly statement from RBML.
- vi. The amount loaded by Member to its Trans-Connect Account shall:
  - a. be towards future purchases of Products and Trans-Connect Services activated on the Trans-Connect Account;
  - b. not be deemed to be a deposit or a loan on any account whatsoever and no interest shall be payable by RBML on any such amounts lying to the credit of the Member; and
  - c. be refunded to the extent not utilized, only in case of termination of such TransConnect Account without any interest whatsoever.

**15. Post-paid Trans-Connect Account:**

- i. RBML shall not on its own enroll any applicant for Post-paid Trans-Connect Account. In order for an applicant to be eligible to apply for Post-paid Trans-Connect Account, the Applicant must have an appropriate arrangement with the Credit Issuer for payment into the Trans-Connect Account.
- ii. Application Form submitted by Applicant for Postpaid Trans-Connect Account shall be submitted to RBML through the Credit Issuer. The Application shall be considered by RBML only if it is recommended and approved by the Credit Issuer subject to the limits and/or conditions imposed by the Credit Issuer and accepted by the Applicant.
- iii. In case Application Form for Post-Paid Trans-Connect is rejected by Credit Issuer / RBML for any reason whatsoever, RBML may not process the Application Form to its Trans-Connect Program without any notice or reference to the Applicant.
- iv. Applicant will be enrolled and physical card or virtual card will be issued only upon grant of credit facility by Credit Issuer and acceptance of upon after grant/sanction of credit by the Credit Issuer to these Terms and Conditions and any other terms and conditions specified by Credit Issuer from time to time.
- v. In case of Post Paid Card Program, upon successful enrollment, Card will be handed over to the Member by the Credit Issuer.



- vi. Member shall, if required and in accordance with directions of Credit Issuer, provide guarantor for any credit limit made available to such Member by the Credit Issuer.
- vii. Use of Post-paid Trans-Connect Account by Members shall be subject to credit limit, daily limit and / or transaction limit prescribed by Credit Issuer.
- viii. Overall credit limit shall be sanctioned and set by the Credit Issuer and RBML shall not be responsible for grant or sanction of the credit limit under the Post-paid TransConnect Account.
- ix. On crossing the overall credit limit set by the Credit Issuer, Trans-Connect Account shall be blocked until the outstanding is cleared by the Member with Credit Issuer.
- x. With regard to blocking or hotlisting of a Post Paid Account of any Member shall be initiated by RBML at the instruction of Credit Issuer and Member agreed and authorizes RBML for such blocking or hotlisting of his postpaid account, member shall not raise any dispute against RBML in this regard.
- xi. Upon each Transaction using a Post-paid Trans-Connect Program the credit limit of the Member shall decrease correspondingly.
- xii. Credit Issuer may issue to the Members monthly account statement detailing all Transactions done during the preceding month, as per the terms of the arrangement between Member and the Credit Issuer and RBML shall not be responsible for any delay or non receipt of monthly Statement from the Credit Issuer;
- xiii. Member shall not make any payment to RBML at the Trans-Connect Centre or Designated Retail Outlet and shall make payment only to Credit Issuer in accordance with directions issued by Credit Issuer from time to time.
- xiv. Any and all disputes between any Member and Credit Issuer shall be directly settled by Member and Credit Issuer and RBML shall not be liable or responsible in any manner whatsoever with regard to any such dispute.
- xv. In the event Member does not receive account statement(s) from Credit Issuer, Member shall take all necessary steps to obtain such account statements from Credit Issuer. Nothing contained herein shall discharge Member from its obligation to make payment of all sums due and payable by Member by the due date in accordance with directions issued by Credit Issuer from time to time.

- xvi. Member shall be able to transact only upto the amount lying to the credit of the Postpaid Trans-Connect Account. Upon exhausting the credit limit sanctioned and available in the Account, RBML shall not be under any obligation to intimate Member upon exhausting the amount from its Trans-Connect Account, Member shall not be entitled to any further transactions until Member makes payment in accordance with the directions of the Credit Issuer. Also, the Authorized Personnel or driver will not be able to transact at the Designated Retail Outlet if the limit set up by Member on the Card or Virtual Card is exhausted.
- xvii. The detailed terms and conditions for the credit card program shall be defined and outlined by the Credit Issuer which shall be in addition to the terms and conditions mentioned herein.

**C. Term and Charges**

This Agreement shall be effective from the date of signing of the Enrollment Form or getting registered through electronic mode by the Member, if such application is accepted by RBML (“**Effective Date**”) and shall remain in full force and effect until terminated by either Party in accordance with the terms of this Agreement.

RBML shall be entitled to charge any fee from time to time with prior notice to Member. RBML shall from time to time intimate Member of any changes in value of charges by notifying such changes at the Trans-Connect Centers, Call Centers, Trans-Connect website and /or through any other means of communication.

**D. RBML’s Rights and Obligations**

1. RBML shall generate the Trans-Connect Account Number on successful enrolment and shall intimate Member through Welcome letter about unique Carrier Identification Number (“CIN”) and password applicable to such Account.
2. RBML shall make reasonable efforts to ensure Designated Retail Outlet honour and accept, payment made through card less or card program when properly provided for payment in accordance with this Agreement.
3. In case Member opts for Post Paid facility for Trans-Connect Account, Cards/mobile numbers enrolled will be in INACTIVE status and Customer to activate by contacting call centre.

4. If Designated Retail Outlet is/are unable to accept payment through the Authorised Mobile Number or any valid Trans-Connect Card for any reason whatsoever, RBML shall continue to provide Trans-Connect Services / Products to such Authorised Personnel on payment made by manual processing method, at RBML's sole option.
5. RBML shall intimate Members of their entitlement to Trans Points from time to time.
6. RBML may use any and all information provided by Applicant during enrolment for marketing and related activities and for purposes set out herein including disclosure of such information to Credit Issuer in case of Post-paid facility. Save as is expressly provided herein, RBML shall maintain confidentiality of all information provided by Applicants in their Trans-Connect Enrollment Form.
7. RBML shall be responsible for dealing with queries and disputes raised by the Member related to the Trans-Connect Program, and in case of Trans-Connect Post Paid Program, Credit Issuer shall be responsible for dealing and addressing all queries, disputes raised by the Member relating to the Credit appraisal and credit administration of the Trans-Connect Program.
8. RBML reserves the right to assign dues from any Member to its authorised collection agency to collect any amount outstanding from the Member and Member shall indemnify RBML in respect of any and all expenses incurred by RBML in recovering such outstanding.
9. Member agrees and authorises RBML not to honour or allow usage of Account by the Member until the unpaid amount is paid by Member to Credit Issuer, or to terminate this Agreement and cancel the membership issued hereunder.

**E. Member's Obligations:**

1. Member shall be responsible for all Transactions of the Member in accordance with the terms and conditions herein and shall at all times act in good faith in all its dealings with RBML under this Trans-Connect Program.
2. Members shall not disclose its CIN and password intimated by RBML except required by its Authorised Personnel for any Transaction. Member shall be liable for any loss or liability occasioned due to non-compliance with the above confidentiality obligation. Member shall notify RBML in writing at any Trans-Connect Centre of any change in information provided in the Form including without limitation any change in mailing address and contact details.

3. In case of Post-paid Trans-Connect Program, Member authorises RBML to forward his/its application to credit issuer for credit evaluation and credit sanction purpose so as to get enrolled under the post-paid Trans-Connect Program.
4. In case of Post-paid Trans-Connect Program, Member acknowledges that it has permitted Credit Issuer to share any specific credit information pertaining to the Member with any bank, financial institution, credit information bureau or any credit card organization, and such other party, which Credit Issuer deems fit in its interest and for which Credit Issuer has obtained authorisation from such Members at the time sanction of credit or thereafter. Credit Issuer shall also be free to share any such information as may be required by any guidelines of the Reserve Bank of India or as per directions of any judicial or statutory authority under any statute. RBML shall not be held responsible for use of such information by Credit Issuer and that Member shall indemnify RBML against all cost, damages, demands, liabilities that RBML may incur during or after termination of this Agreement in this regard due to sharing of such credit information by the Credit Issuer on specific authorisation of the Member.
5. Member acknowledges and agrees that any demand by RBML of any amount due from the Member shall not amount to an act of defamation or an act prejudicial to the Member in any manner whatsoever.
6. Member shall indemnify RBML in respect of any and all expenses that may be incurred by RBML in enforcing or attempting to enforce these Terms and Conditions including without limitation all legal fees, disbursements and expenses incurred in recovering any amount due and payable from the Member.
7. In the event, Member has enrolled himself/itself under the Trans-Connect Card Program, upon sale of vehicle for which the Card is issued, , Member shall inform RBML and return the Card. In case of Member having enrolled under the Trans-Connect Cardless Program, upon change in driver of the vehicle or change/loss/theft of mobile of the driver using the virtual card, Member shall replace or delete the mobile number linked to the vehicle immediately either by contacting at the Call Centre or through Net Manager web application.

**F. Net Manager Application/Trans Manager App Membership and Enrollment Conditions:**

1. The Member opting for physical card/s under the Trans-Connect Program, upon creating new user id & password for usage of Net Manager Application or Trans Manager Mobile App will be sent login details on registered e-mail address and message on the mobile number of the Member.

2. The Member opting for virtual card/s under the Trans-Connect Program shall receive the User Id and password to access the Net Manager Application or Trans Manager Mobile App on registered e-mail address and message on the mobile number of the Member.
3. RBML reserves the right to:-
  - i. Refuse request of providing access to the Net-Manager application/ Trans Manager Mobile app to any applicant without assigning any reason whatsoever; ii. Withdraw / or discontinue any or all services provided in Net-Manager web application / Trans Manager mobile app without assigning any reason whatsoever and without any prior notice.
4. RBML shall not be under any obligation to provide any reasons whatsoever for rejection and member agrees and acknowledges that member shall not be entitled to make any claim for compensation and / or to dispute, object to or challenge such rejection.

**G. Use of Net Manager Application/ Trans Manager Mobile App:**

1. While accessing the Net Manager Application or Trans Manager Mobile App, Member shall not attempt to circumvent or defeat security policies or restrictions, including password composition restrictions, regardless of intent.
2. Access to Net-Manager/ Trans Manager is provided for legitimate business use. Any one accessing Net-Manager application/ Trans Manager Mobile app is advised that in the course of their duties, RBML staff might be required to view, change, update or delete data content. RBML reserves the right to review the contents of any archives, data or code resident on RBML systems and to monitor user access and use of any application.
3. RBML reserves the right to terminate Member's access privileges at any time, for any reason whatsoever without notice to the user. Without limiting the generality of the foregoing, inappropriate use could result in immediate loss of access privileges without notice to the Member, and if warranted, legal action.
4. No Member shall make unauthorized attempts to access systems to which access had not been granted.
5. Transmission of any material deemed sensitive, restricted, confidential, proprietary or which constitutes trade secrets to unauthorized persons or organizations is strictly prohibited and may entail legal action.
6. No Member will duplicate any material deemed sensitive, restricted, confidential, and proprietary or which constitutes trade secrets, unless otherwise agreed to by RBML.

7. The Member will not engage in any activity, which compromises the privacy of users and their personal data or information.
8. The Member will not engage in any activity, which damages the integrity of a computer system or its stored data or programs.
9. The Member will not engage in any activity, which disrupts the intended use of system or network resources.
10. The Member will not tamper with, modify or otherwise alter the system in any manner not approved by RBML.
11. The Member will notify RBML if he/she detects any virus, defect or other problem with the system.
12. The Member represents and warrants to RBML that it has the authority of the legal entity of which it is an employee, officer, director, agent or representative, to be granted access to and use the application and has the authority to bind the legal entity by any activities or actions taken by the user in its use of the application.
13. Neither RBML nor its subsidiaries or affiliates, (including, without limitation, RBML Products) shall be liable or responsible for any impact to a user's or any third party's business due to the unavailability of the application.
14. Neither RBML nor its Affiliates shall be liable or responsible to any user for claims or damages of any kind, including without limitation any direct, indirect, incidental, consequential or punitive damages arising out of access to, or use of, any application or RBML upon, or use of, information provided by RBML or its Affiliates on or through the application.
15. Terms and conditions of Net-Manager application/ Trans Manager App shall be governed by laws of India and competent courts in Mumbai shall have exclusive jurisdiction over any and all disputes arising under or in connection with this Agreement.
16. Nothing in these terms and conditions shall in itself constitute RBML and the user as being partners, joint ventures, or in an employment relationship with each other, or give one the authority to bind the other to an obligation to a third party.
17. Neither RBML nor its Affiliates assumes any responsibility or liability for damages to or viruses that may infect computer equipment or other property on account of a user's access to, use of, or downloading of information from Net-Manager's application.

18. These terms and conditions may be amended by RBML from time to time without further notice to the user. The most recent terms and conditions in effect at any time will be posted on the website. Logging into and using the application following the posting of changes to the terms and conditions constitutes acceptance of such changes.

**H. Loadings & Payments: 1. Under this Agreement:**

- i.** For Member registered under Trans-Connect Pre-Paid Account, Member shall be able to load his Trans-Connect Account either through cash, or by cheque (demand draft of select Banks) or by electronic fund transfer through Net Manager Application or Trans Manager App.
- ii.** Cash loading into the Trans-Connect Account shall be made at the Trans-Connect Centre, Designated Retail Outlet or any other place as may be intimated by RBML from time to time;
- iii.** All loading made by the Members in cash shall be credited into the Member's Trans-Connect Account immediately and in any event no later than twenty four (24) hours after such payment; **iv.** The Member shall ensure that the amount tendered in cash at the Trans-Connect Centre or at Designated Retail Outlet or paid through net banking, is correctly loaded into his Account.
- v.** If case of payment by cheque, the equivalent electronic value will be credited to Member's Trans-Connect Account within four (4) days from the realization of cheque by RBML. RBML may, at its sole discretion, give credit for the cheque amount prior to electronic value credit date.
- vi.** In case any such cheque is dishonored by bank and intimated to RBML before loading electronic value into Member's account, Member shall be liable to pay Cheque return charges as notified / intimated by RBML from time to time.
- vii.** In case any such cheque is dishonored by bank and intimated to RBML after loading of electronic value into Member's Trans-Connect Account. In such event member should pay cheque amount along with cheque return charges as notified / intimated by RBML from time to time. RBML may, at its sole discretion, initiate any legal action for cheque dishonor under the provisions of Negotiable Instruments Act.
- viii.** RBML shall be entitled to deduct any money due from a Member having pre-paid facility from the Member's Trans-Connect account. Member hereby authorises RBML to make any such deduction without notice, prior or otherwise, to such Member.

**2. Loading Trans-Connect Account through Internet Banking or Mobile Wallet:**

- 1.** Member can load his Trans-Connect Account i.e., Carrier ID through electronic fund transfer either by of internet banking, mobile wallet or through payment gateway.

2. Member can access this Payment gateway from Net Manager application or through Trans Manager Mobile app.
3. Payment(s) through this Service may be made with a Credit Card, Debit card, (specifically operating on VISA, Master Card, Maestro or all cards) Internet Banking , approved mobile wallet.
4. Before using this service, it is recommended that the Member shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank or mobile wallet company.
5. The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to RBML. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields are correct. It is recommended that you take and retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of the service.
6. The Member agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card/net banking/Jio Wallet/Amex transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that RBML or the payment service provider(s) have no control over such matters.
7. The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the RBML gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. RBML does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
8. RBML and/or the payment service provider/s shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall RBML and/or the payment service providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the services or resulting from unauthorized



access or alteration of transmissions of data or arising from suspension or termination of the service.

9. The Member agrees that RBML or any of its employees will not be held liable to the Member for any loss or damages arising from your use of, or RBML upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond RBML reasonable control.
10. The RBML reserves the right to vary these Terms and Conditions from time to time and the current version will be published on the website.
11. We reserve the right to decline the acceptance of an online payment if your account is in default for any reason. We reserves the right to withdraw the service at any time at its discretion. We retain the right to change the terms and conditions without any prior notice.

**I. Quality of Goods and Services**

1. RBML shall not be responsible in any way for products, goods or services purchased / availed by Member from Designated Retail Outlet including without limitation on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods. Trans-Connect Program is a facility to Members to purchase Products or avail of Trans-Connect services and RBML holds no warranty or makes no representation under this Agreement about quality, quantity, delivery or otherwise howsoever regarding the goods or services.
2. Save as is expressly provided herein, RBML shall be under no liability whatsoever to the Member in respect of any loss or damage arising directly or indirectly out of: (i) any defect in any Products or Trans-Connect Services availed of under the TransConnect Program; (ii) malfunctioning of any equipment / payment terminal; and (iii) termination of any Trans-Connect Account or membership by RBML on any account whatsoever.
3. It is clarified in respect of any purchase transaction that the Member or its Authorised Personnel may enter into with any of the Designated Retail Outlet using the Authorised Mobile Number, the Member shall be a consumer of such Designated Retail Outlet. Any dispute that may arise between the Member and Designated Retail Outlet as such consumer, shall be settled by the Member with such Designated Retail Outlet.

**J. Trans Points**

1. Member shall be entitled to Trans Points on purchase of Products from Designated Retail Outlet or on availing Trans-Connect Services as set out in the Program Leaflet, as may be amended from time to time:
2. Trans Points shall be valid for a period of 2 (two) years from the date of accrual of such Trans Points unless this Agreement is terminated prior thereto. Such Trans-Connect Points shall accrue every month or quarter as per the prevailing scheme of TransConnect Program, if any
3. Trans-Connect Points are non-transferable and non-assignable benefits having no monetary value and cannot be bartered or sold by Members for cash at any point of time and RBML may cancel any Trans-Connect Point(s) which in the opinion of RBML has been sold or transferred.
4. In case a Member is of the opinion that such Member has not received Trans Points for any Transaction, such Member may, within three (3) months of the Transaction (Note: If the Trans Points is to be accrues every quarter, Member shall request RBML within three (3) months from its due date of accrual), submit a written request for award of such Trans Points to the Trans-Connect Centre or Designated Retail Outlet along with the original invoice of the Transaction. In the event the Member is unable to produce the original invoices RBML shall not be under any obligation to award any Trans Points.
5. Redemption of Trans Points:
  - i. As per the written request of Member, Member would be enrolled in to ARS (Automatic Redemption Scheme) and Trans Points credit will be given or credited to the Member's Trans-Connect Account as per the reward program.
  - ii. Computation of Trans Points are done on monthly basis and RBML on its sole discretion decide the period of Trans points computation from time to time.
  - iii. In case of termination of Trans-Connect Program by RBML, RBML shall intimate Members of the time period after termination of the Trans-Connect Program for which Trans Points shall remain valid. Trans Points shall cease to be valid immediately on completion of the said time period.

**K. Termination**

1. RBML may, in its sole discretion, at any time and without assigning any reason whatsoever discontinue the Trans-Connect Program and terminate the Membership. Members shall be notified and provided with reasonable time for redeeming Trans Points.
2. RBML may, in its sole discretion, suspend or cancel the Membership or refuse to renew any Membership. The termination of a Membership shall automatically terminate all benefits and privileges attached to the Trans-Connect Account, as contemplated under the Terms and Conditions of the Trans-Connect Program. Upon such suspension, cancellation or refusal to renew membership, RBML shall intimate the member in writing in that regard.
3. RBML reserves the right to terminate the Membership to the Trans-Connect Program of any Member who:
  - i. in the opinion of RBML, appears to be using the said Program in a manner inconsistent with terms and conditions hereof or intent of the Program, including without limitation reward redemption.
  - ii. in the opinion of RBML is acting in a manner inconsistent with any applicable local or state laws, notifications, guidelines, rules and regulations;
  - iii. has not made payment of dues in accordance with this Agreement or has delayed payment.
4. Member shall be entitled to discontinue/terminate membership in the Trans-Connect Program by providing RBML one (1) months prior written notice.
5. On discontinuation of membership under the terms herein, Member shall be responsible for invalidating the Trans-Connect Account in accordance with directions / instructions issued by RBML in this regard. In the event charges are incurred on the Trans-Connect Account after any such instructions have been issued by RBML, Member shall be solely liable for any and all such charges incurred on the Account.
6. Termination of Membership of the Trans-Connect Program shall result in loss of all accumulated Trans-Connect Points unless redeemed within the specified time.

**L. Miscellaneous**

1. Notices

- i. All communication shall be mailed to the registered address specified in the Trans-Connect program unless any change in address has been notified by Member.
- ii. All communication shall be deemed received by the Member on dispatch and RBML shall not be responsible for any communication not received or lost in the mail or courier

II. All Communication from Member to RBML shall be mailed at Address: Reliance Corporate Park, Trans-Connect 7D second floor, Thane-belapur road, Ghansoli, Navi Mumbai 400701.

2. Member shall ensure that the information provided by him while loading his TransConnect Account is true and correct and RBML shall not be responsible for the amount credited to a wrong account. However in the event the Member's account is wrongly credited, RBML reserves the right to transfer any credit balance / payment in one such Member Account to another Member Account with / without the consent of the Member.
3. The entire outstanding of any Member under the Trans-Connect Program shall become payable in full by the Member, his successors or assignees, in the event of termination of this Agreement or death or insolvency or winding up of the Member.
4. All payments due to RBML / Credit Issuer under this Agreement shall be payable without any deductions whatsoever by way of set off or counter claim or otherwise of any amount due or alleged to be due or outstanding from RBML or any other person.
5. RBML reserves the right to add, modify, delete or otherwise change any terms and conditions of this Trans-Connect Program and such modifications shall be effective from the date indicated by RBML at the time of modification and in the absence of any such indication from the date of modification. Members agree that such modifications may affect the value of Trans Points and Trans-Connect Rewards earned by the Members prior to the effective date of modification. [For example, increase or decrease of Trans Points required for a Trans-Connect Reward]
6. None of RBML's rights shall be deemed to have been waived by any act or conduct of RBML, or by any neglect or delay in exercising such rights, and every time shall continue in full force and effect until specifically waived by RBML in writing.

7. Any queries related to Transactions on shall be raised within Thirty (30) days of such Transaction.
8. RBML reserves the right to assign or securitise the receivables and or the TransConnect business, in whole or in part, in any manner whatsoever without obtaining consent, prior or otherwise, of the Member.
9. Nothing in the Trans-Connect Program is intended to or shall be deemed to create or establish any agency, partnership or joint venture relationship between RBML and Members.
10. Members shall be responsible for keeping themselves informed of any changes / modifications in the terms and conditions and of the offers offered by RBML and its Service Partners under this Agreement notices of which shall be prominently displayed at the Trans-Connect Centres. RBML may, at its sole discretion, intimate Members on offers and / or modifications under the Trans-Connect Program. RBML, its subsidiaries, Affiliates or Service Partners shall not be responsible for failure to intimate Members.
11. Member authorises RBML to make use of information provided in the Trans-Connect Enrollment Form (or change made thereafter) to inform him of various promotions RBML may run from time to time.
12. The Member undertakes that he shall not dispute the correctness of the transaction slip generated from the card reader terminals installed at the Designated Retail Outlet.
13. Terms and conditions of Trans-Connect Program shall be governed by laws of India and competent courts in Mumbai shall have exclusive jurisdiction over any and all disputes arising under or in connection with this Agreement.
14. Together with the submission of your personal data/information to us, you expressly consent and permit RBML to share and disclose such data including your PAN Card details/ Aadhar Card details with any Regulatory Authority/ies and/or with any of our Channel Partners for any statutory compliance by us or the said Channel Partner/s and also for any other purpose that RBML may deem necessary and appropriate in accordance with the Privacy Policy.
15. The Privacy Policy of this terms and conditions shall be governed as provided in <http://transconnect.co.in> and same shall be applicable to the RBML and Member.

### **Terms and Conditions – Trans-Connect Program - Special Additional Loyalty (SAL) scheme**

Special Additional Loyalty (SAL)(“Scheme”) is applicable for bonafide “New Customers” (New Customers defined in the table as under) of “Trans-Connect Program” for fuelling High Speed Diesel (HSD). **SAL is over and above RBML’s Trans-Connect Program”- Standard loyalty benefits.**

#### 1. Applicability, definition and eligibility criteria is as under

SL. No	Head	Comments
1	Scheme Period	6 months Q3+Q4 FY 21-22 { 6AM 1 <sup>st</sup> Oct 2021 to 6AM 1 <sup>st</sup> April 2022}
2	Applicability/Eligibility	<p>Applicable for purchase of &gt;= 5KLPM of HSD</p> <p>Applicable for ‘New Customers’ defined as under</p> <ul style="list-style-type: none"> <li>✦ Customer/s enrolled into the “Trans-Connect” Program” during the Scheme Period.</li> <li>✦ “Inactive Customer” of “Trans-Connect Program”- <b>Existing Customers of Trans-Connect who have not transacted during the period July’21 to Sept’21 (6AM 1<sup>st</sup> July 2021 to 6AM 1<sup>st</sup> Oct 2022)</b></li> </ul>
3	Exclusions	<ul style="list-style-type: none"> <li>✦ SAL scheme not applicable to Trans-Connect ‘Standard category’ Customers who have entered into a specific Agreement with RBML.</li> <li>✦ SAL not applicable on HSDPC Transactions (HSD Packed Container), HSDMDU Transactions (HSD Mobile Dispenser Unit)</li> <li>✦ <b>SAL payout/ credit will not be offered to an Eligible Customer on transaction/s of less than 30 ltrs. of HSD. Illustration : A customer has purchased 5 KL HSD in Jan’22 (06:00 AM 1<sup>st</sup> Jan’22 to 06:00 AM1st Feb’22), during the purchase of said 5 KL of HSD there was a single transaction of 29 ltr. of HSD, in such a case the customer, if eligible, qualifies for SAL (&gt;=5 KLPM) ,the applicable SAL benefit shall becredited on 4.971 KL only</b></li> </ul>

4	<b>SAL benefits pay-out</b>	<ul style="list-style-type: none"> <li>• Shall be computed on monthly basis</li> <li>• For eligible and qualified customers, SAL shall be credited to Customer's Carrier A/c during the month following the month in which such SAL is accrued and shall be available for redemption</li> </ul>
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**2. Special Additional Loyalty as under**

Sr. No.	Category	Volume Loyalty Slabs – KLPM	Total Loyalty Benefits (including Standard Loyalty benefits and Special Additional Loyalty)
			Paisa/Ltr.
1	Standard	< 0.5	SAL not applicable (Standard loyalty applicable)
		0.5 to 4.99	
2	Classic	5 to 24.99	- *Upto Rs 1.41/Ltr
3	Advantage	25 to 74.99	
		75 to 149.99	
		150 to 499.99	
4	Premium	500 to 1499.99	*Upto Rs. 1.61/Ltr
		1500 to 2499.99	
		2500 +	

**\* For further details call [1800223023](tel:1800223023)/[18008919023](tel:18008919023)**

**3. Other Terms and Conditions:**

- a. Fuel purchases made before or after the Scheme Period shall not be eligible for SAL benefits .
- b. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Scheme shall be borne solely by the Customer.
- c. Customers participating in the Scheme shall be deemed to have read, understood and accepted these terms and conditions.

- d. This Scheme cannot be clubbed with any other offer or scheme.
- e. By participating in the Scheme, Customers agree to be bound by these terms & conditions and waive any right to claim ambiguity in these terms & conditions.
- f. The Scheme does not include any other services or facilities not mentioned herein.
- g. The decision of RBML on all matters relating to eligibility, and redemption of loyalty under the Scheme shall be final and binding on the Customer.
- h. The benefits under this Scheme are non-transferable, non-assignable and cannot be redeemed for cash.
- i. The Scheme is subject to laws of India.
- j. All disputes are subject to exclusive jurisdiction of the competent courts in, Mumbai only.

**I have carefully read and understood the above terms and conditions for enrolling into TransConnect program and accept the same.**