

## **Payment Gateway Disclaimer**

Bill payments by you to TPNODL Limited (“TPNODL”) may be made through an electronic and automated collection and remittance service (the “Payment Gateway”) hosted by TPNODL’s designated bank. The Payment Gateway service is provided to you in order to facilitate access to view and pay your bills online. TPNODL makes no representation of any kind, express or implied, as to the operation of the Payment Gateway. You expressly agree that your use of this online payment service is entirely at your own risk.

## **Limitation of Liability**

TPNODL has made this service available to you as a matter of convenience. TPNODL expressly disclaims any claim or liability arising out of the provision of this service. You agree and acknowledge that you shall be solely responsible for your conduct and that TPNODL reserves the right to terminate your rights to use the service immediately.

In no way shall TPNODL or its affiliates be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with use of the Payment Gateway.

TPNODL assumes no liability whatsoever for any monetary or other damage suffered by you on account of (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway; or (ii) any interruption or errors in the operation of the Payment Gateway.

You shall indemnify and hold harmless TPNODL and their respective officers, directors, agents, and employees, from any claim or demand, or actions.

You agree, understand and confirm that personal data including without limitation details relating to debit card/credit card transmitted over the internet is susceptible to misuse, theft and/or fraud and that TPNODL has no control over such matters.

Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, TPNODL does not represent or guarantee that the use of the payment gateway will not result in theft and/or unauthorized use of data over the internet.

## **Rights of TPNODL Limited**

For the information and appropriate action of the consumers, it is hereby notified by TPNODL Limited that the Company reserves the right to reverse any payment effected by a consumer through Credit Card / Debit Card, in situation, where ultimately the Company is not in a position to retain such payment, on the ground of unauthorised usage (intimated to us by our banker) of such Card through which settlement has been made. The above should be considered as an applicable rule for settlement of electricity dues to TPNODL Limited through Credit card / Debit Card.

Accordingly, to avoid future complications, the consumers are advised to ensure the bonafide of the Credit Cards / Debit Cards being used for settlement of their electricity dues to the Company.

### **Debit/Credit card details**

The debit/credit card details provided by you for use of the Payment Gateway will be correct and accurate and you shall not use a debit/credit card which is not lawfully owned by you. You further agree and undertake to provide correct and valid debit/credit card details.

### **Net Banking Disclaimer**

Bill payments by you to TPNODL Limited (“TPNODL”) may be made through an electronic and automated collection and remittance service (the “Net Banking”). The Net Banking service is provided to you in order to facilitate access to view and pay your bills online. TPNODL makes no representation of any kind, express or implied, as to the operation of the Net Banking system. You expressly agree that your use of this online payment service is entirely at your own risk.

### **Limitation of Liability**

TPNODL has made this service available to you as a matter of convenience. TPNODL expressly disclaims any claim or liability arising out of the provision of this service. You agree and acknowledge that you shall be solely responsible for your conduct and that TPNODL reserves the right to terminate your rights to use the service immediately.

In no way shall TPNODL or its affiliates be liable for any direct, indirect, incidental, special, consequential or exemplary damages including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with use of the Net Banking.

TPNODL assumes no liability whatsoever for any monetary or other damage suffered by you on account of (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Net Banking; or (ii) any interruption or errors in the operation of the Net Banking.

You shall indemnify and hold harmless TPNODL and their respective officers, directors, agents, and employees, from any claim or demand, or actions.

You agree, understand and confirm that personal data including without limitation details relating to the bank account transmitted over the internet is susceptible to misuse, theft and/or fraud and that TPNODL has no control over such matters.

Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, TPNODL does not represent or guarantee that the use of the Net Banking will not result in theft and/or unauthorized use of data over the internet.

**Rights of TPNODL Limited**

For the information and appropriate action of the consumers, it is hereby notified by TPNODL Limited that the Company reserves the right to reverse any payment effected by a consumer through bank account, in situation, where ultimately the Company is not in a position to retain such payment, on the ground of unauthorised use (intimated to us by the bank through our service provider) of the bank account through which settlement has been made. The above should be considered as an applicable rule for settlement of electricity dues to TPNODL Limited through Net Banking system.

Accordingly, to avoid future complications, the consumers are advised to ensure the bonafide of the bank account being used for settlement of their electricity dues to the Company.

**Bank Account details**

The bank account details provided by you for use of the Net Banking will be correct and accurate and you shall not use the bank account which is not lawfully owned by you.