

## APPLICATION TERMS AND CONDITIONS:

By clicking the **"Start Your Application"** or similar button on the screen where these general application terms (**"Application Terms"**) are hyperlinked, I hereby agree and acknowledge that:

1. I am 18 years of age or older and I understand, read and write in the English language;
2. To apply for a loan facility ("**Loan**") from Bajaj Finance Limited ("**BFL**") for my Personal use, as stated in the Loan terms and conditions ("**Loan Terms and Conditions/Loan Agreement**"). I understand and confirm that not to use the Loan for any illegal, speculative, nefarious, fraudulent or unlawful purposes;
3. Sanctioning of Loan shall be at sole discretion of BFL. BFL at its sole discretion may reject or approve my application and/or to provide the loan for such amount/limit, as may be deemed fit by BFL;
4. The loan/credit facility to be provided by BFL may be either in the form of term Loan or one of the variants or a combination of such variants as may be specified under the respective Loan Terms and Conditions/Loan Agreement;
5. I hereby acknowledge that:
  - a) The Loan availed, would be subject to payment of all fees / charges as mentioned in the Loan Terms and Conditions/Loan Agreement ("**Initial Fees and Charges**").
  - b) The revision of fee and charges and inclusion of additional fees / Charges as may be introduced by BFL ("**Revised Charges**"), may be notified by BFL on its website <https://www.bajajfinserv.in/all-fees-and-charges> and which shall constitute sufficient notice to me.
  - c) The Revised Charges as stated above, shall supersede the Initial Fees and Charges and I shall be bound by such Revised Charges.
6. I hereby agree and undertake:
  - a) To submit, accept, sign and execute any/all documents including loan and security documents, in such form and manner as may be required by BFL in relation to this application and/or for availing any related products pursuant to this application;
  - b) To Continue to keep in my safe custody all of my account related details, including the login id and password/PIN issued by BFL and/or reset by me ("Credentials"), as confidential and not to share the same with any third party. Any use or misuse of the Credentials including the transactions carried out using the Credentials shall be my sole responsibility;
7. **INTEREST RATE METHODOLOGY:** Annualized Interest rate applicable for loans in Bajaj Finance Limited varies basis our internal credit and risk policy and as per

an algorithmic multivariate score card which includes following variables (inclusive and not exhaustive):

Interest rate risk (fixed vs floating loan)	Credit and default risk in the related business segment
Historical performance of similar homogeneous clients	Profile of the borrower
Industry segment	Repayment track record of the borrower
Nature and value of collateral security	Subvention available
Secured versus unsecured loan	Ticket size of loan
Credit Bureau Score	Tenure of Loan
Location delinquency and collection performance	Customer Indebtedness (Other Existing Loans

The aforesaid variables are indicative and may be revised from time to time by the Lender at its sole discretion.

8. I acknowledge that any revision or amendment in the term/fee/charges etc shall be prospective in nature and same need to be communicated to me through acceptable means of communication (as per the Loan Terms and Conditions/Loan Agreement)
9. I authorize BFL:
  - a) to use, verify, exchange, share and/or part with all information and details as provided by me on the Bajaj Finserv App or Bajaj Finserv website, to BFL's group companies/business partners/permitted assigns, affiliate/subsidiaries/agents/ service provider/representatives/empanelled merchants (collectively referred to as "Assigns") and any third party including but not limited to, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, empanelled merchants, Central KYC Registry, Protean eGov Technologies Reserve Bank of India, GST Portal, CIBIL/CRISIL/any credit rating agency/credit information company(CIC), Information Utility, NSDL e-Governance Infrastructure Limited (NSDL)/UTI Infrastructure Technology and Services Limited (UTIITSL), UIDAI for purposes such as, including but not limited to customer verification and due diligence, personalization of products or services, credit rating, data enrichment, analysis, marketing or promotion of BFL services or related products or that of its Assigns or for enforcement of my obligations and I shall not hold BFL/its Assigns liable for the use/storage/sharing of the data and information as stated above. I am aware and I agree that my Aadhar details such Aadhar Number, registered mobile Number, and registered email ID will be masked by BFL before sharing to its permitted Assigns and/or any third party as per laws/regulations.
  - b) to seek/obtain any other information, generate periodic reports relating to me either by itself and/or from any third party;
  - c) To procure/avail my CIBIL report and provide it to me by deducting applicable charges for the same.
10. That this Application Terms, its contents and the information/details provided by me from time to time as pursuant to my application for Loan facility, may be submitted to:

- a. subsidiaries and affiliates of BFL, any service provider/third party/legal entity with whom BFL may have business relationship and/or in reference to rendering services in connection with the product(s)/services availed by me;
  - b. to any Regulator, Court, Law enforcement agency, Quasi-Judicial authority etc. on a need basis.
- 11. I hereby expressly authorize BFL and its Assigns (group companies/business partners/affiliate/subsidiaries/agents/representatives/empanelled merchants, service provider/permitted assigns and any such third party) to send me communications, including but not limited to promotional communications, regarding loans, insurance and their respective products and/or services through telephone calls/SMSs/emails/post/bots/bitly/ through any other electronic platform etc. I agree and understand that products/services belonging to BFL's Assigns, are governed by their own set of terms and conditions, which shall be in addition to and not in derogation to the terms and conditions prescribed by BFL herein. I understand that I can at any time opt not to receive such communication.
- 12. BFL at no event, be liable/ responsible for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including without limitation, the damages for loss of use, data or profits, arising out of or in any way connected with the use of Bajaj Finserv App or *Bajaj Finserv website*.
- 13. **CIBIL Specific Consent** – In connection with submission of the application for receiving my credit information offered by TransUnion CIBIL Limited (TU CIBIL) ("**Product**") through Bajaj Finance Limited (referred to as the "**Agent**"), I hereby acknowledge and agree to the following:
  - a. The Agent is my lawfully appointed agent and he / it has agreed to be my agent for the purposes, including, without limitation, to receive the Product from TU CIBIL on my behalf and use it in the manner consistent with the end-use policy of my Agent ("**Agent's End Use Policy**") or the understanding between me and my Agent ("**Terms of Understanding**"), as the case may be, and the Agent has granted its consent for being appointed for the aforesaid purpose.
  - b. I grant my unconditional consent to the Agent to receive the Product from TU CIBIL on my behalf and use it in the manner consistent with the Agent's End Use Policy or the Terms of Understanding, as the case may be, and the Agent has granted its consent for being appointed for the aforesaid purpose. I hereby represent and acknowledge that: (a) I have carefully read the terms and conditions of the Agent's End Use Policy and understood the same; or (b) the Terms of Understanding in relation to the use of the Product has been agreed between me and my Agent.
  - c. I hereby expressly grant unconditional consent to, and direct, TU CIBIL to deliver the Product to the Agent on my behalf.
  - d. I shall not hold TU CIBIL responsible or liable for any loss, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to: (a) delivery of the Product to the Agent; (b) any use, modification or disclosure by the Agent of the contents, in whole or in part, of the Product, whether authorized or not; (c) any breach of confidentiality or privacy in relation to delivery of the Product to the Agent; (d) for any use made by the Agent which

is contrary to the Agent's End Use Policy or Terms of Understanding or otherwise.

- e. I acknowledge and accept that: (a) TU CIBIL has not made any promises or representations to me in order to induce me to provide the Product Request or seek any consent or authorization in this regard; and (b) the implementation of the Agent's End Use Policy or Terms of Understanding is solely the responsibility of the Agent.
- f. I agree that I may be required to record my consent / provide instructions electronically and in all such cases I understand that by clicking on the "Start Your Application" or similar button or entering the one-time password received on the mobile number provided by me, I am providing "written instructions" to Agent authorizing Agent to obtain my Consumer Credit Information from my personal credit profile from TransUnion CIBIL LIMITED, [formerly known as Credit Information Bureau (India) Limited]. I further authorize Agent to obtain such information solely to confirm my identity and deliver Product to me and for use as per the Terms of Understanding. Further in all such cases, by clicking on "Start Your Application" button, I confirm my authorization for TU CIBIL to obtain my Consumer Credit Information.
- g. I understand that in order to deliver the Product to me, I hereby authorize Agent, to obtain my Consumer Credit Information from TU CIBIL.
- h. By clicking on "Start Your Application" button, I understand that I am providing express written instructions for Agent to request and receive information about me from third parties, including but not limited to a copy of my consumer credit report and score from consumer reporting agencies, at any time for so long as I have an active Agent account. I further authorize Agent to retain a copy of my information for use in accordance with Agent's Terms of Use and Privacy Policy.
- i. I UNDERSTAND THAT THE PRODUCT IS PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS AND TU CIBIL EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- j. I shall not sue or otherwise make or present any demand or claim, and I irrevocably, unconditionally and entirely release, waive and forever discharge TU CIBIL, its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually (hereinafter "Releasee"), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs and expenses (including court costs and reasonable attorney fees) ("Losses"), whatsoever, in law or equity, whether known or unknown, which I ever had, now have, or in the future may have against the Releasee with respect to the submission of the Product Request and / or my decision to provide TU CIBIL with the authority to deliver the Product to the Agent. I agree to defend, indemnify, and hold harmless the Releasee from and against any and all Losses resulting from claims made against TU CIBIL by third parties arising from and in connection with this letter.

- 14.** I have read and understood the terms and conditions contained in the Application Terms and agree to be bound by the same, and I further agree to be bound by such terms and conditions as may be communicated from time to time by BFL and pertaining to the Loan;

- 15.** By submitting this application, I hereby expressly authorise BFL, its group companies, affiliates and/or business associates and their respective representatives to send me communications regarding loans, insurance and their respective products and/or services (collectively "Other Products") through telephone calls/SMSs/emails/post/bitly/bots or any other electronic mode etc. including but not limited to promotional communications. I understand that I can at any time opt.