

## **Terms & Conditions**

These terms and conditions (“**Terms of Use**”) shall apply to and regulate the provision of products/services namely “**Credit Pass**” provided/made available by **Bajaj Finance Limited** (hereinafter referred to as the “**BFL**”) to You (defined hereunder) as **Credit Pass Subscriber** (defined hereunder), through the **Bajaj Finserv Platform** (defined hereunder). Any changes to these terms and conditions shall be binding on You.

Your acceptance to the Terms of Use of Credit Pass is generated and preserved as electronic record under the Information Technology Act, 2000, (together with its amendments, and rules made thereunder, and other prevailing law(s) / regulations as may be applicable at the relevant point of time) and will be binding on you as a licensed user. By downloading, accessing, browsing, subscribing to the Credit Pass product, you have expressly read, understood and accepted the entire Terms of Use. Upon commencement of access / usage / subscription and by submitting your **one-time electronic acceptance/confirmation/authentication** either through registered mobile phone or through any electronic/web platform and/or through your email id to BFL, it is construed as your deemed acceptance. If any of these Terms of Use conflict with any other document/electronic record in this behalf, these terms and conditions shall prevail, until further changes/ modifications are notified by BFL.

By completing the sign-up process or registration process or subscription process for availing the Credit Pass subscription you hereby agree and acknowledge that (i) you are at least 18 years of age, (ii) you are duly authorised either in your individual capacity (iii) you can understand, read and access the world wide web / internet in English language, (iv) you have read, understood and agree to be bound by these Terms of Use.

In this Terms of Use, the term or word “We”, “Us” or “Our” severally refers to the “Bajaj Finance Limited” or “BFL” and the words “You” or “Your” or “Customer” or “User” refers to the individual accessing the **Bajaj Finserv Platform**.

## **Terms of Understanding:**

1. You declare that all the particulars and information provided by you to Bajaj Finance Ltd. (“BFL”) for availing of your credit report from TransUnion CIBIL Limited (“Credit Report”) are true, correct, complete and up to date in all respects and that you have not withheld any information whatsoever.
2. If you express interest to avail any product/service, you authorize BFL to exchange, share all information and details as provided by you for availing of the credit report and for promotion/communication purpose to BFL’s business partners/group companies//permitted assigns, affiliate/subsidiaries/agents/service provider/representatives/empaneled merchants (collectively referred to as “**Assigns**”) and any third party including but not limited to, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, empaneled merchants, central KYC registry, Reserve Bank of India, GST portal, CIBIL/CRISIL/any credit rating agency/credit information company, information utility, NSDL e-Governance Infrastructure Limited (NSDL)/ UTI Infrastructure Technology and Services Limited (UTIITS) for verification, personalization of products or services, credit rating, data enrichment, marketing or promotion of BFL services or related products or that of its assigns or for enforcement of your obligations and you shall not hold BFL/its Assigns liable for the use/sharing of the information as stated above. Further, if you choose to avail of any product/service from BFL or its assigns, you authorize BFL/its Assigns to seek/obtain any other information, relating to you, from any third party.
3. You hereby expressly authorize BFL/its Assigns to send you transaction and/or promotional communications and/or to avail of loans, insurance and other products from BFL/its Assigns /or third parties through telephone calls/SMS/emails/bitly/bots/in person communication etc. or through any other means of physical and electronic communication.
4. You hereby understand and acknowledge that upon accessing BFL/its Assigns platform/website, BFL/its affiliates/group companies/business partners may access your cookies/device information and other details accessible through the widget/lead generation page to provide customized services.
5. You further understand that if you choose to avail of any product/service from BFL or its Assigns, you will be required to submit documents to the satisfaction of BFL/its Assigns

and accept the terms and conditions/required formalities for availing of the product and the terms and conditions/policies for purchase and use of the products/services of the Assigns (if any).

6. You understand that you may withdraw your consent to receive promotional communication or delete information shared with BFL by writing to [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in).
7. You understand that BFL may be required to share/transmit your information/data through physical/electronic means and that there may be risks/loss of information involved, which are beyond the control of BFL, and you shall not hold BFL/its Assigns liable for the same.
8. You understand and acknowledge that:
  - a. BFL employees/personnel/Assigns will not contact you directly for disclosure of any sensitive and personal information unless required for providing any product/service availed by you. Hence, you are solely responsible to exercise proper due diligence to verify the identity of the individual(s) contacting you before disclosing any personal and sensitive personal data/ information such as reaching out to BFL's nearest branch or BFL's official customer care number accessible on [www.bajajfinserv.in](http://www.bajajfinserv.in) (<https://www.bajajfinserv.in/>) for verification/before any disclosure.
  - b. You hereby waive off from making any claims / demands / compensation against BFL and its Assigns and shall be solely liable for disclosure of any personal/sensitive personal information without exercising proper due diligence at your end.
  - c. You shall undertake to use only the official website/links of BFL/its Assigns for availing products/services by inputting the domain information.
  - d. Regarding the potential risk of data/privacy breach, you confirm that you shall be solely liable for any unauthorized disclosure/breach of data, etc. and any direct/indirect losses suffered by you due to the same. Hence, you shall exercise utmost caution to ensure that your personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc.) are NOT shared/stored/made accessible through:

- i. any **physical means** with or without your knowledge (disclosure to any person/third party etc.) and/or;
- ii. through any electronic means, by exercising the following precautions/safety measures:
  - a. You shall always check if “https” appears in any website’s address bar before making any online transaction, to ensure that the webpage is encrypted;
  - b. You shall avoid using third party extensions, plug-ins or add-ons on my web browser, as it may result in the risk of tracking or stealing of my personal details;
  - c. You shall always type the information and not use the auto-fill option on web browser to prevent the risk of storage of my personal/sensitive personal information;
  - d. You shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms, download applications from unreliable sources.
  - e. You shall ensure to disable cookies before accessing any domain/website, to ensure that your personal information is not tracked by any third party, unless otherwise consciously permitted by you by accepting the same;
  - f. You shall NOT respond to any generic emails from an unknown/unidentified source;
  - g. You shall check the privacy policy of the website/application to know the type of information that may be collected from you and the manner in which it may be processed by the website/application before accepting/proceeding/transaction on any website/application;
  - h. You shall always verify and install authentic web/mobile applications from reliable source on your computer/laptop/tab/iPad/smart phone or any other electronic device;
  - i. You shall NOT access any unidentified weblinks, bitly or any other electronic links shared over electronic platform (such as email, sms, social media, websites).

## **Terms and Conditions for availing Credit Health Report:**

1. You declare that all the particulars and information provided by you to Bajaj Finance Limited. (“BFL”) for availing the credit health report product (“Credit Health Report”) are

true, correct, complete and up to date in all respects and that you have not withheld any information whatsoever.

2. You understand that the Credit Health Report is generated basis information specified in your credit report provided by TransUnion CIBIL Limited ("CIBIL Report") and the information and analysis provided by Bajaj Finance Limited ("BFL"). With respect to the information derived from the CIBIL Report, BFL is using the same on 'as is' basis. Any concerns on the CIBIL Report or information specified on the CIBIL report is to be addressed directly to TransUnion CIBIL Limited at [info@cibil.com](mailto:info@cibil.com).
3. Pursuant to availing the Credit Health Report, you authorize BFL to exchange, share all information and details as provided by you for availing Credit Report and for promotion/communication purpose to BFL's business partners/group companies/permited assigns, affiliate/subsidiaries/agents/service providers/representatives/empaneled merchants (collectively referred to as "Assigns") and any third party including but not limited to, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, empaneled merchants, Central KYC Registry, Reserve Bank of India, GST portal, CIBIL/CRISIL/any credit rating agency/credit information company, Information Utility, NSDL e-Governance Infrastructure Limited (NSDL)/UTI Infrastructure Technology and Services Limited (UTIITS) for verification, personalization of products or services, credit rating, data enrichment, marketing or promotion of BFL services or related products or that of its Assigns or for enforcement of your obligations and you shall not hold BFL/its Assigns liable for the use/sharing of the information as stated above. Further, you authorize BFL/its Assigns to seek/obtain any other information, relating to you, from any third party.
4. You hereby expressly authorize BFL/ its Assigns to send you transaction and/or promotional communications and/or to avail loans, insurance and other products from BFL/its Assigns/or third parties through telephone calls/SMSs/emails /bitly/bots/ in person communication etc. or through any other means of physical and electronic communication.
5. You hereby understand and acknowledge that the features of the financial product or service ("FPS") of BFL mentioned in the Credit Health Report are i. not exhaustive and ii. may be provided subject to fulfilment of all criteria specified by BFL and in BFL's sole discretion. Further, third party products/services that are distributed by BFL shall be governed by third party terms. You shall exercise diligence prior to making an application for availing FPS or third-party products.
6. For any clarification on the FPS/third party products, you may reach out to us on [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in) or +91 8698010101. Please note that the information in this report, including information regarding timelines, amounts and figures are indicative only and are subject to change at any given time at the discretion of BFL.
7. For any clarification on the FPS/third party products, you may reach out to us on [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in) or +91 8698010101. Please note that the information in this report, including information regarding timelines, amounts and figures are indicative only and are subject to change at any given time at the discretion of BFL.
8. **DISCLAIMER:** All information contained in this report has been collated basis your Credit Information Report powered and prepared by CIBIL and the information provided by you

to BFL. Consequently, BFL does not in any manner guarantee, represent and/or warrant the totality, accuracy, adequacy and/or completeness of this report and/or any information and/or material contained therein and expressly disclaim any liability for any errors and/or omissions in this report and/or any information and/or material contained in the report. While the aim is to provide information that will help consumers to manage their credit and debt, this information should not be considered as an advice or opinion whether legal, financial or otherwise. Such advice must be specific to the various circumstances of each person's situation and the general information provided in this report should not be used as a substitute for the advice of competent advisor including any legal and/or financial advisor/counsel. BFL or its holding company/group companies/subsidiaries shall not be liable for any loss, cost, damage and/or consequence as a result of reliance by you/customer/consumer/any other person on the report or any information and/or material contained herein.

9. You hereby understand and acknowledge that upon accessing BFL/its Assigns platform/website, BFL/its affiliates/group companies/business partners may access my cookies/device information and other details accessible through the Widget/lead generation page to provide customized services.
10. You further understand that if you choose to avail any product/service from BFL or its Assigns, you will be required to submit documents to the satisfaction of BFL/its Assigns and accept the terms and conditions/required formalities for availing the Product and the terms and conditions/ policies for purchase and use of the products/services of the Assigns (if any).
11. you understand that you may withdraw my consent to receive promotional communication or delete information shared with BFL by writing to [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in)
12. You understand that BFL may be required to share/transmit your information/data through physical/electronic means and that there may be risks/loss of information involved which are beyond the control of BFL and you shall not hold BFL/its Assigns liable for the same.
13. You understand and acknowledge that:
  - a. BFL employees/personnel/Assigns will not contact you directly for disclosure of any sensitive and personal information unless required for the providing any product/service availed by me. Hence, you am solely responsible to exercise proper due diligence to verify the identity of the individual(s) contacting you before disclosing any personal and sensitive personal data / information such as reaching out to BFL's nearest branch or BFL's official customer care number accessible on [www.bajajfinserv.in](http://www.bajajfinserv.in) for verification/before any disclosure.
  - b. You hereby waive off from making any claims / demands / compensation against BFL and its Assigns and shall be solely liable for disclosure of any personal/sensitive personal information without exercising proper due diligence at your end.
  - c. You shall undertake to only use the official website/links of BFL/its Assigns for availing products/services by inputting the domain information.
  - d. Regarding the potential risk of data/privacy breach, you confirm that you shall be solely liable for any unauthorized disclosure/breach of data, etc. and any

direct/indirect losses suffered by you due to the same. Hence, you shall exercise utmost caution to ensure that your personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc.) are NOT shared/stored/made accessible through:

- i. any physical means with or without my knowledge (disclosure to any person/third party; etc.) and/or
- ii. through any electronic means, by exercising the following precautions/safety measures:
  - a. You shall always check if “https” appears in any website’s address bar before making any online transaction, to ensure that the webpage is encrypted;
  - b. You shall avoid using third party extensions, plug-ins or add-ons on your web browser, as it may result in the risk of tracking or stealing of your personal details;
  - c. You shall always type the information and not use the auto-fill option on web browser to prevent the risk of storage of your personal/sensitive personal information;
  - d. You shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms, download applications from unreliable sources.
  - e. You shall ensure to disable cookies before accessing any domain/website, to ensure that your personal information is not tracked by any third party, unless otherwise consciously permitted by you by accepting the same;
  - f. You shall NOT respond to any generic emails from an unknown/unidentified source;
  - g. You shall check the Privacy Policy of the website/application to know the type of information that may be collected from you and the manner in which it may be processed by the website/application before accepting/proceeding/transaction on any website/application;
  - h. You shall always verify and install authentic web/mobile applications from reliable source on your computer/laptop/tab/iPad/smart phone or any other electronic device;
  - i. You shall NOT access any unidentified weblinks, bitly or any other electronic links shared over electronic platform (such as email, sms, social media, websites).
  - j. The payment of Rs.99 for your Credit Health Report is non-refundable. Once the transaction is successful and the amount is deducted, said amount shall not be refunded.

## **Terms and Conditions for subscribing to Credit Pass:**

1. You declare that all the particulars and information provided by you to Bajaj Finance Limited. ("BFL") for subscribing to ("Credit Pass") are true, correct, complete and up to date in all respects and that you have not withheld any information whatsoever.
2. You understand that Credit Pass is a one-year subscription plan offered by Bajaj Finance Ltd. which gives access to check Credit Score and generate Credit Health Report ("CHR") at such intervals and number of times as may be required without any limitation along with additional features provided under Annexure 1. The CHR under the Credit Pass is offered by Bajaj Finance Limited which is generated basis information specified in your credit report provided by TransUnion CIBIL Limited ("CIBIL Report") and the information and analysis provided by Bajaj Finance Limited ("BFL"). The Credit Pass offers other additional features as specified under Annexure 1. With respect to the information derived from the CIBIL Report, BFL is using the same on 'as is' basis. Any concerns on the CIBIL Report, Score Simulator (consent form provided under **Annexure 2**) or information specified on the CIBIL report is to be addressed directly to TransUnion CIBIL Limited at [info@cibil.com](mailto:info@cibil.com).
3. Pursuant to subscribing to Credit Pass, you authorize BFL to exchange, access, share all information and details, as provided by you for availing Credit Report with BFL's business partners/group companies/permited assigns, affiliate/subsidiaries/agents/service providers/representatives/empaneled merchants (collectively referred to as "Assigns") and any third party including but not limited to, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, empaneled merchants, Central KYC Registry, Reserve Bank of India, GST portal, CIBIL/CRISIL/any credit rating agency/credit information company, Information Utility, NSDL e-Governance Infrastructure Limited (NSDL)/UTI Infrastructure Technology and Services Limited (UTIITS) for verification, personalization of products or services, credit rating, data enrichment, marketing or promotion of BFL services or related products or that of its Assigns or for enforcement of your obligations. You shall not hold BFL/its Assigns liable for the use/sharing of the information as stated above. You further authorize BFL/its Assigns to seek/obtain any other information, relating to you, from any third party.
4. You hereby expressly authorize BFL/ its Assigns to send you transaction and/or promotional communications & notifications pertaining to any change / variance / fluctuation in your Credit score and/or to avail loans, insurance and other products from BFL/its Assigns/or third parties through telephone calls/SMSs/emails /bitly/bots/ in person communication etc. or through any other means of physical and electronic communication.
5. You hereby understand and acknowledge that the features of the Credit Pass of BFL mentioned in Annexure 1 may be provided subject to fulfilment of all criteria specified by BFL and in BFL's sole discretion. Further, third party products/services that are distributed by BFL shall be governed by third party terms. you shall exercise diligence prior to making an application for availing FPS or third-party products.
6. For any clarification on the FPS/third party products, you may reach out to us on [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in) or +91 8698010101.

7. For any clarification on the FPS/third party products, you may reach out to us on [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in) or +91 8698010101. Please note that the information, data, product or services obtained under this Credit Pass including information regarding timelines, amounts and figures are indicative only and are subject to change at any given time at the discretion of BFL.
8. **DISCLAIMER:** All information/services/product provided under this Credit Pass has been collated basis your Credit Information Report powered and prepared by CIBIL, and the information provided by you to BFL. Consequently, BFL does not in any manner guarantee, represent and/or warrant the totality, accuracy, adequacy and/or completeness of this report and/or any information and/or material contained therein and expressly disclaim any liability for any errors and/or omissions in this report and/or any information and/or material contained in the report. While the aim is to provide information/services that will help consumers to manage their credit and debt, this information should not be considered as an advice or opinion whether legal, financial or otherwise. Such advice must be specific to the various circumstances of each person's situation and the general information provided in this report should not be used as a substitute for the advice of competent advisor including any legal and/or financial advisor/counsel. BFL or its holding company/group companies/subsidiaries shall not be liable for any loss, cost, damage and/or consequence as a result of reliance by you/customer/consumer/any other person on the report or any information and/or material contained herein.
9. You hereby understand and acknowledge that upon accessing BFL/its Assigns platform/website, BFL/its affiliates/group companies/business partners may access your cookies/device information and other details accessible through the Widget/lead generation page to provide customized services.
10. You further understand that if you choose to subscribe to Credit Pass offered by BFL to avail any product/service from BFL or its Assigns, you will be required to submit documents to the satisfaction of BFL/its Assigns and accept the terms and conditions/required formalities for availing the Product and the terms and conditions/policies for purchase and use of the products/services of the Assigns (if any).
11. You understand that you may withdraw your consent to receive promotional communication, alerts for change in credit score or delete information shared with BFL by writing to [wecare@bajajfinserv.in](mailto:wecare@bajajfinserv.in)
12. You understand that BFL may be required to share/transmit your information/data through physical/electronic means and that there may be risks/loss of information involved which are beyond the control of BFL and you shall not hold BFL/its Assigns liable for the same.
13. You understand and acknowledge that:
  - e. BFL employees/personnel/Assigns will not contact you directly for disclosure of any sensitive and personal information unless required for providing any product/service availed by you. Hence, you are solely responsible to exercise proper due diligence to verify the identity of the individual(s) contacting me before disclosing any personal and sensitive personal data / information such as reaching out to BFL's nearest branch or BFL's official customer care number accessible on [www.bajajfinserv.in](http://www.bajajfinserv.in) for verification/before any disclosure.

- f. You hereby waive off from making any claims / demands / compensation against BFL and its Assigns and shall be solely liable for disclosure of any personal/sensitive personal information without exercising proper due diligence at your end.
- g. You shall undertake to only use the official website/links of BFL/its Assigns for availing products/services by inputting the domain information.
- h. Regarding the potential risk of data/privacy breach, you confirm that you shall be solely liable for any unauthorized disclosure/breach of data, etc. and any direct/indirect losses suffered by you due to the same. Hence, you shall exercise utmost caution to ensure that your personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc.) are NOT shared/stored/made accessible through:
  - iii. any physical means with or without your knowledge (disclosure to any person/third party; etc.) and/or
  - iv. through any electronic means, by exercising the following precautions/safety measures:
    - k. You shall always check if “https” appears in any website’s address bar before making any online transaction, to ensure that the webpage is encrypted;
    - l. You shall avoid using third party extensions, plug-ins or add-ons on your web browser, as it may result in the risk of tracking or stealing of your personal details;
    - m. You shall always type the information and not use the auto-fill option on web browser to prevent the risk of storage of your personal/sensitive personal information;
    - n. You shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms, download applications from unreliable sources.
    - o. You shall ensure to disable cookies before accessing any domain/website, to ensure that your personal information is not tracked by any third party, unless otherwise consciously permitted by you by accepting the same;
    - p. You shall NOT respond to any generic emails from an unknown/unidentified source;
    - q. You shall check the Privacy Policy of the website/application to know the type of information that may be collected from you and the manner in which it may be processed by the website/application before accepting/proceeding/transaction on any website/application;
    - r. You shall always verify and install authentic web/mobile applications from reliable source on your computer/laptop/tab/iPad/smart phone or any other electronic device;
    - s. You shall NOT access any unidentified weblinks, bitly or any other electronic links shared over electronic platform (such as email, sms, social media, websites).
    - t. The payment of Rs. \_\_\_\_\_ for your Credit Pass subscription plan is non-refundable. Once the transaction is successful and the amount is deducted, said amount shall not be refunded even if the said subscription is cancelled before the expiry of the term.

## **Annexure 1**

### **List of Additional Features**

- 1. Score Simulator** (offered by TU CIBIL) - Any concerns on the Score Simulator or information specified on the TransUnion CIBIL report is to be addressed directly to TransUnion CIBIL and not BFL.

## **ANNEXURE 2**

### **User Consent for the delivery of Product)**

**In case if the Consumer opts for SCORE SIMULATOR, then the below mentioned terms and conditions shall be applicable:**

**1.** The Score Simulator is a tool made available by TransUnion CIBIL Limited (TU CIBIL) to the consumers availing its Credit Information Report (CIR). The Score Simulator is a tool that allows the consumer to simulate different credit behaviors on his/her existing CIR and generates a simulated CIBIL Score. This tool is designed to help the me to understand how various credit behaviors can affect their existing CIBIL Score and empower me to take informed decisions.

**2.** I hereby specifically opt and consent for availing the said tool along with CIR and pursuant to this consent TUCIBIL shall make available the consumer this tool.

**3. I hereby agree, understand and acknowledge that this Score Simulator tool:**

- a) cannot be used as a prediction tool to guarantee any outcome pertaining to my credit behavior
- b) is meant for informational and educational purposes only
- c) should be used merely as an indicator of a hypothetical CIBIL Score based on the scenarios chosen by me.
- d) is only an estimate and does not provide a guaranteed result.

**4. I hereby agrees and confirms that I shall not hold TUCIBIL liable or responsible for:**

- a) any errors or omissions, including but not limited to technical inaccuracies resulting out of use of this tool.
- b) Any consequences of any decisions or actions taken by me by relying upon and / or based on information derived as a result provided by this Score Simulator tool.
- c) any losses/ claims / damages caused to me in any manner whatsoever.

**5. I hereby agree, confirm and acknowledge that TUCIBIL specifically disclaims any and all liabilities arising out of the use of the aforesaid Score Simulator tool by me.**