

Flipkart Advanz Services - Terms and Conditions ("Agreement")

This document/agreement/understanding is a computer-generated electronic record published in terms of Rule 3 of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 read with Information Technology Act, 2000 and does not require any physical or digital signatures.

Introduction

- Flipkart Advanz Services is a proposition enabled by Flipkart Advanz Private Limited (" FAPL ") on specified e-commerce or other platforms, and their related mobile sites and mobile applications (" Platforms "), under which FAPL facilitates the granting of a loan or credit lines by certain financing partner(s) (" Financing Partners ") to selected customers of the respective Platform (" You ") in accordance with the terms of relevant loan products or financing schemes (such as the Pay Later Product or the EMI Product or Smart Upgrade Plan Product) being made available by such Financing Partners to You (" Flipkart Advanz Services "). You will be offered the relevant loan products based on your interest and credit lines including but not limited to consumer durable loans, deferred payment products, financing schemes etc. (" Loan Products ") as part of the Flipkart Advanz Services only if you are eligible to avail such loan products, whose eligibility shall be determined by the Financing Partners in consultation with FAPL.
- You undertake that you are 18 years of age or older. By registering and using the Flipkart Advanz Services, you hereby represent and warrant to FAPL and the Financing Partner that you are 18 years of age or older, and that you have the right, authority and capacity to avail the Loan Products being offered through the Flipkart Advanz Services, and agree to abide by these terms and conditions.
- You understand that the access to and use of the Flipkart Advanz Services are conditional upon your acceptance of and continuous compliance with these terms and conditions set herein at all times, as well as the Terms of Use, FAPL Privacy Policy, and other relevant documentation including any modifications, alterations or updates thereof, that are published on the Platforms.
- You understand that by accepting or proceeding, the respective Financing Partners' terms and conditions, their privacy policy, specific product terms and these terms and conditions, You are entering into a legally binding contract with the respective Financing Partner and FAPL. You further understand that by choosing to avail the Flipkart Advanz Services, You have availed a Loan Products from the respective Financing Partner and shall be liable to respective Financing Partner for any default in the dues payable to such Financing Partner.
- By choosing to avail the Loan Products offered by the Financing Partner through FAPL, you agree to the [terms and conditions](#) extended by the Financing Partner [IDFC] (Lender), their [privacy policy](#) and any other product terms provided by the Financing Partner. Please read these terms and conditions carefully before availing the Loan Products. Flipkart does not monitor or have control or authority on any processing or offering made by Financing Partner. You understand and agree that the privity of contract is between You and the Financing Partner and Flipkart is only facilitating the granting of a loan or credit lines.
- As per the requirements under RBI guidelines and based on the Financing Partner's obligation under the applicable law, they may -initiate re-initiate the KYC as well as loan application process and You understand and acknowledge that in the event You fail to complete your KYC within 90 days from the date of initiating KYC process.

Terms and Conditions for the Pay Later Product

- This is a loan product offered by the Financing Partner to You for financing your purchase of products/services on the Platforms, under which You can make deferred payment on any product/services purchased on the Platforms at a later date, in the manner and within the time frame prescribed by the Financing Partner as set out herein ("Pay Later Product").
- With the Pay Later Product, You can shop any number of times throughout the month without paying at the time of purchase, and pay the bill at once by the 5th of the subsequent month.
- All the active purchases done by you through the Pay Later Product will be consolidated in one bill issued on the 1st of every month, which need to be paid by the 5th of the same billing month.
- You understand and acknowledge that the Pay Later Product is the credit facility offered by the Financing Partner which is revolving in nature. You may therefore choose to pay only the 'Minimum Amount Due' provided under your monthly statement and such payment should be made before the payment due date mentioned under such monthly statement. You further understand that the balance outstanding can be carried forward to subsequent monthly statements as per the terms of the Financing Partner. However, You can also choose to pay the total amount due or any part of the amount due over and above the 'Minimum Amount Due under your monthly statement'. You acknowledge and agree that any unpaid 'Minimum Amount Due' of the previous monthly statements and the EMI instalment due that month will be added to your current Minimum Amount due in addition to the existing outstanding loan amount. The additional charges will be shown to You while making the payment, if applicable, for availing this facility.
- If You agree to pre-pay only a part of the loan outstanding amount, you understand that as per the Financing Partner terms and conditions, they shall be entitled to adjust the amount prepaid against the amount payable by You in such manner as the Financing Partner deems fit. In such an event the Financing Partner shall be entitled to reschedule the repayment schedule at its sole discretion and You hereby confirm to the Financing Partner to accept and adhere to such altered repayment schedule. For the sake of abundant clarity it is notified that the Financing Partner is at liberty to highlight such alteration in the repayment schedule in Your credit bureau reporting. It is further clarified that any payments made by You which are lesser than the 'Minimum Amount Due' under the monthly statement can lead to a negative impact on Your bureau score.

Terms and Conditions for the EMI Product

- This is a loan product offered by the Financing Partner based on the terms and conditions agreed by You for financing your purchase of products/services on the Platforms, under which You can make payments in equated monthly installments ("EMI") along with interest and other prescribed charges/dues, in the manner and within the time frame prescribed by the Financing Partner as set out herein ("EMI Product").
- With the EMI Product, You can choose to shop for items as per your available credit limit and repay in EMIs with fixed tenure of either 3 Months, 6 Months and 9 Months with applicable interest rates basis tenure, item and your profile. The effective interest rate and applicable tenures are determined based on your profile and may be subject to change at the sole discretion of the Financing Partner.
- All the active purchases done by you through the EMI Product will be consolidated in one bill issued on the 1st of the relevant month, which needs to be paid by You the 5th of the same billing month.

Terms and Conditions for the Smart Upgrade Plan Product ("FSUP")

- For terms and conditions related to FSUP specifically regarding billing cycles, payment schedules and other key terms, please [click here](#).

Grievance redressal

- Grievance Redressal Officer for Flipkart Advanz

Name: Mr. Shremanth M

Address: Flipkart Internet Pvt Ltd Block B (Begonia), 8th Floor Embassy Tech Village, Outer Ring Road, Varthur Hobli, Bengaluru East Taluk, Bengaluru District, Karnataka 560103, India

Customer Care Number: 04445614700

Email Id: grievances@flipkartadvanz.com

- Grievance Redressal Officer for IDFC first bank

PNO Name: Mr. Vipul Raj

Designation: PNO

PNO email id: PNO@idfcfirstbank.com

PNO contact number: 1800 209 9771

PNO Address: IDFC FIRST Bank Ltd. Building No.2, Raheja Mindspace, MIDC Industrial Area, Shiravane, Juinagar, Nerul, Navi Mumbai 400706, Maharashtra, India

Help Centre: <https://www.idfcfirstbank.com/customer-service>

Branch: <https://www.idfcfirstbank.com/support/branches>

- Axis Bank Grievance Redressal Details

Level 1: Front End Channels

Note : Personal loan customers can connect to the bank through calls, email or by visiting branch / loan centres. Axis bank has set a maximum 10 days response time period and if the concerned customer is dissatisfied with the response received, he / she can escalate the complaint to Level 2.

- Call Centre numbers: 1860-419-5555, 1860-500-5555
- Axis Support: www.axisbank.com/support/
- Branches/Loan Centres: Customers can visit the “Locate Us” section of the website (www.axisbank.com) to get the details of the nearest branch or loan centre)

Level 2: Circle Nodal Officer/Nodal Officer at HO

The concerned customer can communicate with Nodal officers of the bank if he/she is not satisfied with the solution provided at Level 1. The bank claims to reply within 10 days and if the response received is unsatisfactory, he/she can escalate the matter to Level 3.

The customer can send an email/write a letter/call the Nodal Officer:

Write	Email	Call
Mr. Soumitra Roy, Nodal Officer Axis Bank LTD. NPC1, 5th Floor “Gigaplex”, Plot No .I.T.5, MIDC Airoli Knowledge Park, Airoli, Navi Mumbai – 400708	nodal.officer@axisbank.com	Ph. 080-61865200 Timings: 9.30 am to 5.30 pm Monday to Saturday (except 2nd and 4th Saturdays and bank holidays)

Level 3: Principal Nodal Officer

If the concerned customer still feels dissatisfied with the solution provided at Level 2, he/she can connect with the bank's Principal Nodal Officer using the below-mentioned channels.

Write	Email	Call
Name: Mr. Parag Deshpande Designation: Senior Vice President - II Address: Axis Bank Limited, Axis House, 7th Floor, Wadia International Center, P.B. Marg, Worli, Mumbai, Maharashtra, 400025	pno@axisbank.com	Contact no: 08061865200 Timings: 9:30 am to 5:30 pm Monday to Saturday (except second and fourth Saturdays and Bank Holidays)

"If your query/complaint is not addressed/resolved within 30 days, you can lodge a complaint over the Complaint Management System (CMS)4 portal under the Reserve Bank-Integrated Ombudsman Scheme (RB-IOS)5."

Terms and Conditions for the Bharat Bill Payment System ("BBPS")

By using the FAPL Bill Payment feature on Platforms, you give you consent and agree to all the terms and conditions mentioned herein below. Please read these terms and conditions carefully before proceeding:

- General Terms for Recharge & Bill Payments:

- You understand that FAPL is only a facilitator of bill payments and is not a party to the bill payments nor monitors or have any control on how the services are provided by BBPOU.
- By proceeding with your bill payments related to your mobile post-paid, landline phone bill payment, DTH and other utility payments like Electricity, LPG. and other services/categories which are available under "Bill Payments" in furtherance to services offered by a) aggregators with whom FAPL has entered into an agreement or b) Bharat Bill Payment Operating Unit (BBPOU) infrastructure

through agreement where FAPL is registered as Agent Institution governed by National Payments Corporation of India (“NPCI”) and the technical system/product/service also known as Bharat Bill Payment System (“BBPS”).

- Setting up Recharge & Pay Bills:

- By submitting the information, you agree to FAPL Terms and Privacy Policy By availing the Bill Payment services under these terms and conditions, You agree to provide the unique identity/ subscription identity number or bill number or registered mobile number, registered telephone number or such other identifier(s) which are required to fetch the payment/subscription due or bill value, subscription plan, due date, outstanding amount due and such other information necessary to enable you to make payment of your bill with the merchant/ biller.

- You hereby authorise FAPL to collect, fetch, share, use, store or other process the information related to your account with the merchant/ biller for recharge & bill payment services on an ongoing basis on your behalf for the said purposes as per your instructions and the terms and conditions.

- We take every reasonable step to ensure that your personal information that we process is accurate and, where necessary, kept up to date, and if any of your personal information that we process is inaccurate (having regard to the purposes for which they are processed) you hereby confirm and warrant to verify and rectify the same to ensure the delivery of the services.

- You understand that the amount to be paid, recharged or subscription value is an agreement between you and the merchant/biller and FAPL has no obligation to verify the correctness of the same. You agree and acknowledge that FAPL shall not be liable for the any deficiency of the services purchased by You through the FAPL Bill Payment features.

- Your account information is to be kept up to date by You and You agree comply with the terms and conditions at all times otherwise FAPL has the right to suspend the account or deny any services.

- You agree that for providing the recharge & bill payment services the user identifier data, location/state and/or KYC information / any other personal information would be required to be shared with the merchant/ biller for tax /GST purposes.

- For providing the other services as defined under FAPL terms and conditions, you consent to share all data shared by you can be utilized to enhance, offer or for general purpose usage for data insights

- You hereby give consent and authorize FAPL to share with the merchant/ biller, third party service providers, aggregators with your account information for processing the transaction including the BBPOU through BBPS Infrastructure

- You may choose to opt for facility to send you reminder or make auto payment which shall be processed with your express consent and as per the terms and conditions. You understand that Flipkart shall not be liable or responsible in event of any payment made to the merchant/ biller for recharge and bill payment and the amount is non - refundable.

- You shall be responsible for any duplicate standing instructions for payment or delayed payments or any penalty/ interest levied by the merchant/ biller on the payments made. It is re-iterated that FAPL only facilitates the payments to the merchants on your behalf.

- Charges:

o You expressly agree that there may be charges for access, third party payment or such other data fees from third party payment participants and/ or billers and You shall not hold FAPL liable for the same.

o You also agree to pay a convenience fee or other charges, wherever applicable, which can be levied by FAPL or Platform(s) in relation to offering recharge and bill payment services through BBPS / BBPOU Infrastructure or otherwise

- Your Responsibilities:

In connection with your use of the FAPL recharge & bill payment services , it shall be your responsibility to adhere to the following:

o It is Your responsibility to verify from the transaction history and/or the notifications about the success or failure of the transaction.

o It is Your responsibility to pay for any charges levied by the merchant/ biller in relation to the recharge & bills payment services that can be deducted from your account or that are added to your bill / subscription fees.

o It is your responsibility to keep a track of your periodic bills, subscription fee and recharge expiries and or due dates of any utilities/ services or recurring charge services that you have availed and FAPL shall not be responsible for any technical issue related to periodic retrieval of the bills from the billers or any errors / discrepancies in the bills.

o It is your responsibility to schedule your bill payment and you understand that the payment realization time shall vary from merchant/biller to merchant/biller and it is only based on your instructions that we will make the payment. For any delays/ reversals or failure of transaction FAPL shall not be held responsible.

- User Errors:

o If a payment is erroneously sent to the wrong merchant or wrong biller or double pay or send a payment for the wrong amount (for instance a typographical error at your end) then your only recourse will be to contact that merchant / biller to whom you have sent the payment and ask them to refund the amount. FAPL will not reimburse you or make reverse payment that has been erroneously made by You.

- Disclaimers:

o All risks arising from online transactions will be borne by You

o Payment methods to utilize recharge and bill payment services is limited to FAPL product offering which you may or may not be approved of and recharge and bill payment service is an extension to products that are being approved of by FAPL or its partners, wherever applicable.

o FAPL and third-party partners do not make any express or implied warranty regarding the quality of services including but not limited to: i) the services shall meet your requirements; II) the services will be uninterrupted, timely or error free; or III) any products, information or material obtained by You in connection with the services will meet Your requirements.

o Except as expressly provided herein and to the full extent permitted by law, the Wallet feature is provided "as is", "as available" and "with all faults". All such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby excluded. It is Your responsibility to

evaluate the accuracy, completeness and usefulness of the services and other information provided by FAPL or generally available. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement.

- Other Terms:

All other terms including terms such as User Registration, Privacy, User Responsibilities, Indemnification, Governing Law, Liability, Intellectual Property, Confidentiality and General Provisions etc. are deemed to be incorporated into these Terms of Use by reference to the General Terms and Conditions.

Contact Information:

You could direct any questions, comments or complaints related to BBPS services to IDFC on the following touchpoints:

Phone: 1800 10 888

E-mail: banker@idfcfirstbank.com

Nodal Desk No & Email ID: 022-41652700 / nodaldesk@idfcfirstbank.com

Grievance redressal

PNO Name: Mr. Vipul Raj

Designation: PNO

PNO email id: PNO@idfcfirstbank.com

PNO contact number: 1800 209 9771

PNO Address: IDFC FIRST Bank Ltd. Building No.2, Raheja Mindspace, MIDC Industrial Area, Shiravane, Juinagar, Nerul, Navi Mumbai 400706, Maharashtra, India

Help Centre: <https://www.idfcfirstbank.com/customer-service>

Branch: <https://www.idfcfirstbank.com/support/branches>

General Terms and Conditions

- The Loan Products facilitated under the Flipkart Advanz Services would be available only for purchase of select products/services from sellers on specified Platforms. Specifically, such Loan Products cannot be availed for purchase of Gift Cards, Gold & Jewelry, Grocery and select Quick purchases on the platforms.
- You understand and acknowledge that upon opting for availing Pay Later Product and EMI Product offered through the Flipkart Advanz Services to place orders on the Platforms, You may receive a monthly statement on your registered email address (provided by You on the Platforms) on the 1st day of every English calendar month, detailing the dues payable by You towards the Loan Products. You further understand and undertake that You shall pay the outstanding amounts due to the Financing Partner on or prior to the 5th of such month for these Loan Products.
- You can settle your dues for the Pay Later, EMI Products and FSUP offered by the Financing Partner using a Debit Card, Net banking and UPI, or any other permissible payment method as may be notified by FAPL to You. Utilization of Credit Card for settling dues or paying bills is not allowed. You

understand and acknowledge that cash payment in part or full shall not be accepted as a payment method by FAPL/Platforms for repayment of the outstanding amounts due under the Loan Products.

- By opting to avail the Loan Products offered by the Financing Partners through the Flipkart Advanz Services, You undertake to make the payment of the outstanding amounts due to the Financing Partner within the agreed timelines set out in the applicable terms and conditions for such Loan Products. You understand and acknowledge that if You fail to pay either an amount equal to or more than the Minimum Amount Due (Partial Payment) in case of Pay Later Product, or the total outstanding amounts due under the relevant Loan Products to the Financing Partner before the relevant due date, the Financing Partner (through FAPL) shall have the right to suspend or block any future purchases on the Platforms, and levy a late payment penalty on You until the relevant outstanding amounts are paid as per the Terms and conditions of the Financing Partner. Such a penalty will be 3% of the outstanding due, levied on a monthly basis. The penalty will be calculated on the outstanding due as on the 5th of the month.
- Late payment fees are exclusive of applicable taxes. Any delay in payment may lead to cancellation/suspension/restriction of any further order(s) or activity or purchases or return requests on the Platform(s) or suspension of account indefinitely, till such time that the outstanding amounts are cleared by You. Further, You understand that failure to repay any outstanding amounts towards these Loan Products timely could lead to a negative impact on Your bureau score.
- Parties will fully comply with all applicable laws and regulations including but not limited to anti-money laundering (including know your customer and customer due-diligence) and sanctions (economic and trade) enforced by the United Nations, the Republic of India, U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Neither party will engage in a transaction pursuant to this agreement that will cause the other party to violate such laws and regulations.
- By using FAPL's products and services or by providing Your information, You agree and consent to the collection, usage, storage, transfer, sharing or otherwise processing information (including sensitive personal information) related to You in accordance with these terms and conditions and the [Privacy Policy](#).
- You hereby agree and give consent to FAPL and/or the Financing Partner to collect and share your personal and sensitive personal information and to contact you as required by the Financing Partner to determine your eligibility and enhance/modify your credit limit, if applicable: (iv) location; (v) credit information; and (vi) device information in accordance with the applicable laws and RBI guidelines. If You provide your express consent, such information will be accessed by FAPL and/or the Financing Partner for checking your eligibility and at periodic intervals thereafter in accordance with FAPL's Privacy Policy and Financing Partner's terms & conditions and their Privacy Policy. In the event that You do not provide FAPL/Financing Partner with such express consent to access such information, FAPL and/or the Financing Partner will not be able to access your data and consequently will not be able to check your eligibility or be able to enhance/modify your credit limit. You further understand that FAPL and/or the Financing Partner will share details of your eligibility to avail the Loan Products with the respective Platforms, to enable You to transact on such Platforms. Your contact information may be shared with the Financing Partner and third party agencies who shall be responsible for the collection of dues payable under the Loan Products. FAPL and/or the Financing Partner may obtain information in relation to your transactions on Platforms through which You have availed the Loan Products (including but not limited to item details, amount, date, category of order) to check your eligibility and assess your credit limits. By consenting to these terms and conditions, You hereby agree to sharing such transactional information with FAPL and/or its Financing Partners.

- You acknowledge that the Financing Partners have the right to revise any sanctioned credit line or revoke such credit line extended to You at any time at their sole discretion. You may at any time connect with the Financing Partners for any queries or complaints on this regard.
- You understand that the Flipkart Advanz Services may be available only with respect to select products or services sold on the Platforms. You further acknowledge and confirm that the Loan Products cannot be availed for purchase of Gift Cards, Gold & Jewellery, Grocery and select Quick purchases.
- You understand that FAPL reserves the right to choose the Financing Partner who shall be able to extend the relevant Loan Products to You.
- You understand and acknowledge that FAPL is not acting as a Payment Aggregator or as a Payment Gateway in facilitation of the Loan Products through the Financing Partner.
- You understand that by purchasing products/services on the Platform by utilising the Flipkart Advanz Services and availing the Loan Products, the relevant Financing Partner will be paying the seller/provider of the product/service on your behalf and extending a deferred payment option/loan to You. You will be liable to pay the Financing Partner the amounts due under the Loan Products as per the payment schedule and the terms mentioned in your monthly statement, in accordance with these terms, loan application terms and the Financing Partner's terms and conditions. Such repayment of the Loan Products may be made through the Platforms, or such other payment methods as may be prescribed by Financing Partner to FAPL ("Repayment Mode"). You authorise FAPL to act as your agent for facilitating the collection and disbursement of the sanctioned amounts under the Loan Products.
- You acknowledge that as part of its marketing and promotional activities, FAPL may as a part of its promotional offers, bear the interest, if any, charged on the Loan/Pay Later Product/FSUP sourced by FAPL through the Financing Partner to You.
- You understand that usage fees levied by the Financing Partner towards the Pay Later Product may apply whenever the utilization of the credit limit goes beyond a particular threshold set by the Financing Partner. Details of usage fees will be contained in your monthly statement. Also, usage fee will be rounded off to the nearest integer.
- You understand that a Processing Fee of 1.5% of the value of transaction or Rs 100 whichever is higher, shall be levied by the Financing Partner towards each Flipkart Pay Later EMI transaction where EMI tenure is 3,6, and 9 months with effect from 15th June, 2023. Details of Processing Fees will be contained in your monthly statement. The processing fee is exclusive of applicable taxes.
- For Pay Later product, there will be no charges on the foreclosure and foreclosure can be done any given period of time for an active loan.
- You understand that for Flipkart Pay Later EMI facility, any request for Foreclosure of the loan after 3 days from the date of transaction(excluding transaction date) will attract foreclosure charges of 4%(including GST) of the principal outstanding as on the payment date for foreclosure of Flipkart Pay later EMI Transactions.
- You understand that for Flipkart Pay later product and for Flipkart Pay Later EMI facility, you can foreclose the loan anytime during the loan tenure from your own funds & No cancellations on the loan (neither partial nor full) to be allowed once the loan has been foreclosed

- You understand that FAPL on behalf of the lender may use your delivery address in order to communicate on the overdues on transactions made using Flipkart Pay Later
- You understand and acknowledge that FAPL reserves the right to suspend your eligibility to avail the Flipkart Advanz Services at any point of time.
- You understand that the Flipkart Pay Later EMI facility is available on select categories only. This facility is not available on Gift Cards, Gold & Jewelry, Grocery and select Quick purchases.
- You understand that the Flipkart Pay Later EMI facility is enabled based on dynamic transaction rules determined in partnership with our lending partner.
- FAPL, the Financing Partners, the Platforms, their affiliates or agents or service providers shall not accept any liability pertaining to any claims You may have with respect to the products purchased using the Loan Products, with respect to their quality, merchantability, fitness, delivery or after sales service or for any other reason. You understand that any such claims do not waive Your obligation towards the Financing Partner to repay Your dues in connection with the Loan Products.
- You understand that in the event of any fraudulent or suspicious transactions undertaken by You relating to the Flipkart Advanz Services, FAPL reserves the right to suspend/cancel the purchase of any products/services, and take all actions it deems fit under law. Further, in the event that FAPL finds You to be delinquent, as You have not repaid the Financing Partner for your past transactions which may be undertaken on the Platforms, on which You have transacted using the Flipkart Advanz Services, for your personal information and transaction history. By accepting these terms and conditions, You hereby provide your express consent for allowing the Platforms to share such information with FAPL, who shall then to share such information with the applicable Financing Partner such information related to fraudulent or suspicious transactions.
- You understand, agree and acknowledge that FAPL or the Financing Partner or the Platform (acting for and on behalf of the Financing Partner) will have the right to send You reminders electronically or by post and/or call, SMS, instant messages to Your registered phone number prior to the due date of payment of the outstanding amounts under the Loan Products, and reach You on your registered phone number during reasonable hours if You fail to pay the outstanding amount by relevant due date. You further acknowledge and confirm that You are aware of the nature of telecommunications/internet services and that an email transmission may not be received properly. You further acknowledge that any delay in payment or non-payment of outstanding amounts due under the Loan Products may attract legal charges against you. In this event, relevant parties may send you legal notices, and may report such non-payment to eligible credit information companies and/or initiate legal proceedings against you. You agree to assume and bear all the risks involved in connection with the Loan Products availed by You through the Flipkart Advanz Services, and undertake that that FAPL or the Financing Partner or the Platform(s) (as the case may be) shall not be responsible in any manner.
- You understand and acknowledge that the Financing Partner, by offering the Loan Products to You, is entrusting upon You the possession of the products ordered by You, till such time that the payment will be completed by You on or before the due date. You covenant and undertake that, so long as the Loan Product or any part thereof are outstanding, and until full and final payment of all moneys owing thereunder, You shall not, without the prior written consent of the Financing Partner and FAPL, alienate either by sale, mortgage or gift, the product ordered/purchased using the Loan Product.

- You understand that the FAPL and/or the Financing Partner reserves the right to vary, alter or modify the terms of the Flipkart Advanz Services or the Loan Products offered thereunder, at their sole discretion. Using the Flipkart Advanz Services to avail a Loan Product once does not entitle automatic eligibility to avail similar products in the future, and the respective Financing Partner shall have the sole right to extend or restrict such eligibility.
- By choosing to avail the Loan Products offered by the Financing Partners, You agree that the respective Financing Partner may require certain Know Your Customer (KYC) documents and/or information from You, which You shall promptly provide upon being so requested by the respective Financing Partner. You understand that You can, at your sole option, complete this KYC process through permissible methods as may be decided by the Financing Partner. To enable the Financing Partner to comply with the KYC requirements prescribed under applicable laws, You hereby provide your consent to FAPL and/or the Financing Partner and/or their authorised representatives/agents for obtaining and authenticating your KYC information such as with the relevant regulatory authorities (such as NSDL, UIDAI, CKYCR etc.), including for completing KYC verification process through an OTP-based KYC check or Aadhaar based offline verification. You also consent to Financing Partner to validate Your bank account details through a fund transfer of a small amount (usually Re. 1/penny drop) into Your bank account. You also acknowledge that the penny drop transaction output such as the bank account holder's name and IFSC details shall be shared by FAPL with the Financing Partner. You further consent to the sharing of Your PAN number and credit information with the Financing Partner, and its partner credit information companies as per applicable laws. You expressly authorize FAPL and the Financing Partner(s) to store your demographic and identity information for the purposes of fulfilling KYC requirements and providing you the Flipkart Advanz Services. FAPL does not collect, use, store, or share your Aadhaar number. You also agree that FAPL and the Financing Partner can appoint third party service providers/agents for the cash recovery/collection from You.
- You expressly confirm to FAPL and the Financing Partner that You have not opened any other bank account or entered into any account based relationship with another Regulated Entity using OTP based KYC in non-face-to-face mode.
- You further acknowledge and understand that as per RBI KYC Directions, OTP-based KYC is considered to be a minimum KYC which is valid only for a period of 12 months from the date of availing the Loan Product, within which You have to complete the full KYC as mandated by RBI. Also, it is notified that your overall shopping usage on Platforms will be restricted to an aggregate of Rs. 60,000 in a year as the amount of loan sanctioned using the OTP-based KYC cannot exceed Rs 60,000 in a year without completing the full KYC.
- You understand that providing Your Aadhaar number to the Financing Partner and carrying out an OTP-based KYC check/Aadhaar based offline verification is not mandatory to avail the Loan Products offered under the Flipkart Advanz Services. You have the option to apply for the Loan Products without sharing Your Aadhaar number by fulfilling KYC norms through a physical KYC check by submitting alternate KYC documents to the Financing Partner as per applicable law, and the Financing Partner's KYC policy. To do the same, You must reach out to the Financing Partner at [1860 500 9900] and the Financing Partner will send You further instructions to complete the KYC process. You may also reach out to Flipkart customer care at 04445614700.
- You understand that for the purposes of availing the Loan Products offered through the Flipkart Advanz Services, your credit information/history may need to be obtained from a credit information company by FAPL or the relevant Financing Partner extending the Loan Products. You hereby consent

to FAPL and/or the Financing Partner(s) for collecting such credit information from any credit information company.

- Subsequent only upon the receipt of your consent, you will authorize FAPL to obtain information from your mobile network operators and its authorised agencies to undertake an evaluation check of your subscriber history with your mobile network operators. You further agree to grant your consent to FAPL to share information and data available with it and its partner lender with your mobile network operators or their authorised agency to undertake such evaluation.
- You declare that details shared by You as part of the KYC and registration process are true and correct to the best of your knowledge. In the event there is any change in the such details, You will promptly inform FAPL and/or the Financing Partners and update the information in your account details.
- You understand that information relating to Your account may be shared with governmental agencies as required under applicable laws.
- You understand that availing the Flipkart Advanz Services is completely voluntary and You are in no way bound to avail such services.
- you acknowledge and declare that you are not a politically exposed person
- You agree and acknowledge that the Platform(s) is merely a platform on which the payment option extended by the Financing Partner (through the Loan Products) is displayed. You shall not hold FAPL or the respective Platform liable for any deficiency in service by the respective Financing Partner in extending the Loan Products to You nor shall FAPL or the respective Platform be liable for any default in payment by You to respective Financing Partner.

Disclosures

As per New DLG circular of June 23 - We, Flipkart Advanz Private Limited hereby declare and confirm - . The Total number of portfolios from Jan'24 to Apr'24 and the respective amount of each portfolio on which DLG has been offered.

S. No.	No. of DLG Portfolios	Disbursed amount from Jan'24 to Apr'24 under each DLG portfolio
1.	1	₹2598 Cr.

Indemnity and Limitation of Liability

- In the event of any breach by You of any term, representation, warranty, covenant or agreement made or given by You in this Agreement, You undertake to indemnify and hold harmless FAPL, its affiliates and their respective directors, officers, employees, agents and representatives (together "the Indemnified Party") to the extent of any and all damages suffered or incurred by the Indemnified Party in relation to such breach of representation or warranty, covenant or agreement.
- Notwithstanding anything to the contrary contained herein, FAPL, its affiliates and their respective directors, officers, employees, agents and representatives shall have no liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to this Agreement;

- FAPL in no manner warrants or guarantees the performance of the Financing Partner and You acknowledge that FAPL shall in no manner be responsible for any claim of money or damages in the event the Financing Partner fails to grant Loan Product.
- FAPL does not make any representations or warranties on behalf of the Financing Partners;
- You further agree that FAPL, its affiliates and their respective directors, officers, employees, agents and representatives shall in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the use or the inability to use the product and services of FAPL.

Miscellaneous

- Jurisdiction: This Agreement will be governed by and construed in accordance with Indian laws. Any matter concerning. These terms and conditions shall be governed by the laws of India. Any disputes in relation to the Flipkart Advanz Services or any question pertaining to the interpretation of these terms and conditions shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bengaluru. A sole arbitrator shall preside over the arbitration proceedings with such sole arbitrator appointed by FAPL.
- For any queries in relation to the Flipkart Advanz Services, please contact Flipkart customer care at 04445614700.

Part B – For Personal Loans

Terms and Conditions

- the Terms of Use, User Agreement, Privacy Policy, Standard Terms and Conditions of the Flipkart Advanz Private Limited (FAPL) and other relevant documentation including any modifications, alterations or updates thereof, that are published on the FAPL platform including any modifications, alterations or updates that FAPL and/or bank makes
- all the terms and conditions of the Product as specified in the Product page
- all applicable terms and conditions of the Bank (including the specific terms and conditions for the availing the Personal Loan)
- The Customer understand and agree that the information that is stored and collected would be used for a lawful purpose in accordance with the FAPL privacy policy, Axis bank's privacy policy (link) which may include, fulfilling internal operations, fulfilling requests, assistance to completion of online personal loan submission, improving developing or otherwise providing services associated with personal loans by FAPL.
- Customer also authorize FAPL to collect and store the work details, income details, PAN card details, gender and DOB for processing personal loan offers and further authorize FAPL to share this with Axis Bank for issuance of the personal loan facility and services associated with it. This information would be stored only till the end of the loan lifecycle plus 6 months.
- Customer further agree and consent for Axis bank to share my information and data (including sensitive personal data - income details) with FAPL for the purpose of processing loan offers including the loan amount and EMI details.

- Customer hereby agree that the personal loan shall be approved at the sole discretion of Axis Bank “Bank” and the Bank at its sole discretion has the right to reject any application on personal loan. FAPL shall not be held liable for any such disputes/issues arising due to rejection of loan application.

- The Customer understand and agree to release and hold FAPL harmless from and against any claims, damages, or liability of any kind, or any direct, indirect, consequential, incidental or other damages, which the Customer or anyone else may suffer as a result of opting for personal loan for purchasing of Product on FAPL platform.

- FAPL hereby excludes and disclaims all liabilities, whether direct or indirect, that may arise while availing personal loan. The customer shall contact the respective Bank for any disputes/issues related to personal loan and FAPL shall not be held liable for any such disputes/issues. Further, the Customer agrees that for any defects regarding the product purchased, the Customer shall have a direct recourse against the seller of the Product and FAPL shall not be held liable.

- Customer understand and agree to indemnify and keep Flipkart harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney & fees) that may be suffered by Flipkart as a consequence of (i) violation of the terms of this Policy by the customer; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence on the Customer’s part.

- Customer understands that Flipkart will permanently delete all data and have no access to use any data received from the customers upon receiving the request from the customer to delete their data or revoke consent to use the data. The customers can write to pl-support@flipkart.com for requesting the deletion of their data or revocation of consent to use their data.

FAPL-ID-4.0-220901