

## APPLICATION TERMS AND CONDITIONS:

By proceeding where these general application terms ("**Application Terms**") are hyperlinked and/or by submitting one-time password, 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/business/professional use, as stated in the Loan terms and conditions ("**Loan Terms and Conditions**"). I understand and confirm that not to use the Loan for any illegal, speculative, nefarious, fraudulent or unlawful purposes;
3. 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 from the following options or such other options as may be specified under the respective Loan Terms and Conditions: (a) Advance EMI Loan; or (b) Flexi Term Loan; or (c) Step-Down Structured Monthly Instalment Loan; or (d) Step-up Structured Monthly Instalment Loan; or (e) Flexi Hybrid Loan; or (f) Term/Personal / Unsecured loan;
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. **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.

7. 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.
8. Authorise BFL to destroy the document submitted by me alongwith the Application Form by shredding the same and by returning the cheques to me upon my written request.

9. 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.
10. 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 defined under the Loan Terms and Conditions) 30 (Thirty) days in advance of such change.
11. I authorize BFL to use and/or share all information and details as provided by me on the Bajaj Finserv App, the Application Terms and the Loan Terms and Conditions and in relation to my existing loans and/or repayment history 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, 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 (UTIITSL) 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 your obligations and I shall not hold BFL/its Assigns liable for the use/sharing of the information as stated above. I In furtherance of the same, I authorise BFL/its Assigns to seek/obtain any other information, generate periodic reports relating to me either by itself and/or from any third party.
12. CKYC Consent –
  - a) I hereby authorize BFL to verify/check/obtain/download/upload/update my KYC details from/with the Central KYC Registry(CERSAI): (i) by verifying such details through the CKYC number (i.e. KYC Identifier Number- KIN) provided by me or (ii) by obtaining such CKYC number/KIN, through details shared by me for this Application Form.
  - b) I hereby consent for receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.
13. Aadhaar based authentication (Aadhaar eKYC) or verification (Aadhaar OKYC) facility provided by Unique Identification Authority of India "UIDAI" –
  - a) **CONSENT:** At my own discretion, I voluntarily opt to perform and avail Aadhaar based authentication (eKYC) or verification (OKYC) from UIDAI and hereby submit to the BFL, the physical copy of Aadhaar card / physical e-Aadhaar / masked Aadhaar / Aadhaar Secure QR code / offline electronic Aadhaar xml as issued by UIDAI (Aadhaar), Aadhaar number, Virtual ID, e-Aadhaar, Aadhaar Letter, XML file, date of birth, Aadhaar holder name, photo, demographic information, face authentication details and/or biometric information (collectively, "**Information**") for the purpose of establishing my identity / address proof or in the capacity of guardian of my minor child's identity / address.

I am informed by the BFL that in connection with Aadhaar e-KYC or Aadhaar OKYC services, BFL shall share Aadhaar number and/or biometrics with CIDR/UIDAI , and in response, the CIDR/UIDAI shall share with BFL, the authentication data or

verification data **such as Aadhaar Holder Name, Date of Birth, Address, Photo, and Registered Mobile Number.**

- b) **PURPOSE: I** for myself/as guardian of minor child, authorise and give my consent to the BFL, for following informed purposes: -
- (i) Above mentioned information shall be used for KYC and periodic KYC updation process as per the PML Act, 2002 and rules thereunder and RBI guidelines, or for establishing my identity, carrying out my identification, e-KYC, or OKYC, or Yes/No Authentication, demographic or other authentication/verification/ identification as may be permitted as per applicable law, for all accounts, facilities, services and relationships of/through the BFL, existing and future.
  - (ii) Collecting, sharing, storing, preserving Information, maintaining records and using the Information and authentication/verification/ identification records:
    - (a) for the informed purposes above,
    - (b) as well as for regulatory and legal reporting and filings and/or
    - (c) where required under applicable law;
  - (iii) producing records and logs of the consent, Information or of authentication, identification, verification etc. for evidentiary purposes including before a court of law, any authority or in arbitration.
- c) I further understand that Aadhaar number and core biometrics will not be stored/ shared except as per laws/regulations and for CIDR/UIDAI submission.
- d) In case of OKYC, I shall share the Share Code or confirm on the auto populated shared code, as the case may be for successful XML file download and upload as contemplated under applicable law to complete my offline KYC process.
- e) I am informed by the BFL, that the submission of Aadhaar is not mandatory, and there are alternative options for KYC and establishing identity including by way of physical KYC with officially valid documents other than Aadhaar. All options were given to me.

14. **CONSENT DATA AND INFORMATION SHARING FROM FOR DIGILOCKER PROVIDED BY MeIT (Ministry of Electronics and Information Technology) :**

I authorise and give my consent to the BFL to obtain, share and store Certified Copy of Officially Valid Documents (OVD) or equivalent e-documents of OVD including documents issued through secured cloud based Digilocker platform of MeIT for the purpose of availing Financial Products from BFL.

15. **KYC through Video Customer Identification Process(VCIP) –** If I opt for VCIP Mode, I hereby agree and acknowledge/authorise:

- a) That video based KYC validation ("**Video KYC process**") has been provided as alternate method for establishing my identity with BFL
- b) That my KYC will be completed by BFL, through Video KYC process, in accordance with process provided under the prevailing regulation, including Master Direction-Know Your Customer (KYC) Direction, 2016, issued by Reserve Bank of India("RBI") and the amendments thereof.
- c) All particulars, information and details to be provided by me in relation to this Video KYC process represent the true, correct and upto date information of myself in all respects.
- d) That Video KYC process shall include but shall not be limited to the following steps concluded by authorised officer of BFL:

- i. Live capturing of photo, along with live GPS co-ordinate (Geo-tagging) of the customer undertaking the VCIP and date time stamp where such live photo is being taken;
  - ii. Permanent Account Number ( PAN) is mandatory for onboarding through V-CIP mode and capturing clear image of PAN card during the V-CIP process. The PAN details will be verified from the verification facility of the issuing authority.
  - iii. if Aadhaar card is permitted to be accepted as a documentary proof under law/regulation, the same will be obtained as contemplated under the prevalent law/regulation.
  - iv. Video recording of the interaction (for concluding Video KYC) will be stored by BFL in accordance with applicable law/regulation.
- e) I will be required to submit other officially valid document (OVD) / deemed to be OVD's or such other documents as may be requested by BFL, as part of this Video KYC process;
- f) I hereby convey my express consent to BFL for verifying any or all the details/documents so provided by me.
- g) To complete the Video KYC process in full within time stipulated by BFL\_ and in case if I fail to complete the same for any reason whatsoever BFL shall have sole and absolute discretion to reject my loan/product application(s) and/or discontinue the service(s)/product(s) for which such KYC is mandated.
- h) That in case where KYC documents/details submitted by me during Video KYC process does not match with or if there are any discrepancy found therein after validation thereof with the original KYC documents/details updated by me, BFL shall have sole and exclusive right to reject my loan/product application(s) and/or discontinue the service(s)/product(s) for which such KYC is mandated.
- i) That if I could not complete my Video KYC validation process or if during the said process if I dropped midway due to technical, systematic or server errors/issues or other operational issues in that case I may be permitted to complete Video KYC process or I may be required to complete my KYC compliance by undertaking physical KYC validation process, by BFL and I undertake to complete the same and/or submit physical KYC.
- j) That, BFL does not guarantee continuous accessibility of the applications and shall not be held liable or responsible in any manner whatsoever in respect of any loss, cost or damage that may be incurred by me due to any technical, systematic or server errors/issues, or any other issue occurred while undertaking Video KYC process, including for reasons which are beyond reasonable control of the BFL.
16. I hereby confirm that all the information and details including but not limited to financials/bank statements, KYC details provided/to be provided by me pursuant in support of my application or to be shared with any third party, including the Central KYC Registry, are true, correct and up-to-date. I have not withheld any material information that may be required by BFL. I undertake to immediately keep BFL updated of any change in the information provided by me, specifically KYC/CKYC details, Bank details, change of my address/co-ordinates etc. and in case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it and I will not hold BFL liable for any consequences that may arise owing to any delay/lapse on the my part..
17. In the event I am found to be an existing customer of BFL, I authorize BFL to use my existing KYC and existing payment mandate viz. NACH/ECS etc., registered with BFL for present application.
18. 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;

19. I hereby expressly consent for taking my photo or video to evidence the conduct of loan transaction by me and I further hereby consent that such photo and/or video for storage and preservation of the same for a period as applicable under the law;
20. 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;
21. 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;
22. **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 "Proceed" 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 "Proceed" 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 "Proceed" 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.