

TERMS AND CONDITIONS FOR BAJAJ PRIME

These terms and conditions shall apply to and regulate your Bajaj Prime membership provided/made available by Bajaj Finance Limited to the customers over the Bajaj Finserv App and Bajaj Finserv Website located at URL www.bajajfinserv.in (hereinafter collectively referred to as the **"Bajaj Finserv Digital Platform"**). These Terms and Conditions shall be applicable to the Customer for availing and using Bajaj Prime membership through Bajaj Finserv Digital Platform. By availing the Bajaj Prime membership, you agree to comply with and be bound by these terms and conditions.

In these Terms and Conditions, 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 availing the Bajaj Prime membership.

1) SCOPE:

- a) Bajaj Prime offers an exclusive membership program that provide rewards in the form of Bajaj Coins, cashback, and vouchers. Upon becoming a Bajaj Prime Member, you will receive welcome benefits in line with the agreed Bajaj Prime Plan selected by you, as may be decided by BFL from time to time in its sole and absolute discretion.
- b) Customer's participation in Bajaj Prime shall be completely voluntary. Customers must NOT participate if the State law prohibits such promotions or if such a reward program is not permitted to be offered within such jurisdictions.
- c) BFL under this program allows eligible Customers using Bajaj Finserv Digital Platform, to become a Bajaj Prime member by paying the requisite membership fee as provided in Clause 7 herein and accumulate the benefits associated with the Bajaj Prime membership.

2) PURPOSE OF BAJAJ PRIME MEMBERSHIP:

Bajaj Prime membership is a loyalty program organised by BFL for its Customers through which BFL intends to reward the Bajaj Prime Members for availing services over Bajaj Finserv Digital Platform, to promote and create awareness with respect to the financial products of BFL and to help its customers explore the payment mechanisms like Bajaj Pay Wallet, Bajaj Pay UPI and Bharat Bill Payment System (BBPS) over the Bajaj Finserv Digital Platform.

3) DEFINITIONS:

- a) "Bajaj Prime" is an exclusive membership program organised by BFL that can be availed by eligible customers through the Bajaj Finserv Digital Platform by paying the requisite membership fee.
- b) "Bajaj Prime Members" shall mean and include the eligible Customers who avail the Bajaj Prime membership over the Bajaj Finserv Digital Platform by paying the requisite membership fee.
- c) "Bajaj Prime Plans" shall mean the plans for Bajaj Prime as contained under clause 7 of these terms and conditions that are extended by BFL to its Customers.
- d) "Bajaj Coins" denotes the reward provided by BFL which could be redeemed only on the Bajaj Finserv Digital Platform. One Bajaj coin carries equivalent value of 20

Paisa, which is not convertible, transferable or withdrawable as cash. Bajaj Coins is/are NOT to be construed as any legal tender or currency (digital/physical) under any Indian law.

- e) "Bajaj Pay UPI" refers to the UPI facility provided by BFL as a Third Party Application Provider (TPAP) participating in UPI through Payment Service Provider (PSP) Banks.
- f) "Bajaj Pay Wallet" shall mean prepaid payment instruments issued by BFL to its customers.
- g) "Bajaj Pay Sub Wallet" means secondary e-wallet issued by BFL to Bajaj Pay Wallet holders inter-alia, for crediting, managing and utilizing the Cashback reward.
- h) "Cashback" refers to the reward that may be provided by BFL to the Bajaj Prime Members and can be accumulated in the Bajaj Pay Sub Wallet as per reward terms and conditions.
- i) "Sign up" shall mean first time logging into the Bajaj Finserv Digital Platform.
- j) "Offer Period" shall mean the respective period during which any promotional offer will be applicable.
- k) "Third Party Entities" shall mean the entities with whom BFL has collaborated for issuance of Vouchers to the Bajaj Prime.
- l) "Third Party Platform / Brick and Mortar Store" shall mean the Mobile Application, website, or Brick and Mortar Store owned and operated by the Third Party Entities.
- m) "Bajaj Finserv Digital Platform" shall mean and include various mobile based applications and website of Bajaj Finance Limited (including Bajaj Finserv App and website located at www.bajajfinserv.in).
- n) "Membership Fee" shall mean the annual fee payable by the Customer to BFL for availing the Bajaj Prime membership subject to the Bajaj Prime Plan opted by the Customer.
- o) "PSP Bank" means the member bank of UPI connected to the NPCI UPI System enabling BFL to provide UPI Facility to its customers.
- p) "UPI" refers to the Unified Payment Interface Service offered by National Payments Corporation of India in collaboration with its member banks.
- q) "Cashback" refers to the reward in the form of Bajaj Coins when the Bajaj Prime Member makes bill payments or recharges through the Bajaj Finserv Digital Platform or carries out transactions over Third Party Platforms using Bajaj Pay UPI as a payment mode.
- r) "Voucher" shall mean and include a card or a token in physical or a digital form having predefined inherent value in the form of discount or other benefit that can be redeemed by the customers at the respective Third Party Platforms for purchasing the products or services offered by Third Party Entities in the manner stipulated in the terms and conditions for usage of such Voucher.

4) ELIGIBILITY FOR BAJAJ PRIME MEMBERSHIP:

You, by availing the Bajaj Prime membership at the Bajaj Finserv Digital Platform, do hereby represent and warrant that, you:

- a) are a citizen of India;
- b) have completed the age of 18 years and attained the age of majority;
- c) are capable of entering into a legally binding agreement;

- d) are not barred or otherwise legally prohibited, from accessing or availing the Bajaj Prime Membership;
- e) are an existing customer of BFL having availed a finance facility from BFL in the past;
- f) are NOT a delinquent customer as per BFL policy; and
- g) are NOT flagged as a fraud customer by BFL.

5) CONSENT OF CUSTOMER:

- a) You shall abide by the BFL's Terms and Conditions as set out herein and the Terms of Use of the Bajaj Finserv Digital Platform along with all the changes thereto as communicated through and/or made available through Bajaj Finserv Digital Platform from time to time. You agree that availing Bajaj Prime membership, so offered by BFL, are subject to Applicable Law, these terms and conditions and the Terms of Use of the Bajaj Finserv Digital Platform. You hereby agree and understand that BFL reserves its right to accept or reject your request for availing Bajaj Prime membership and BFL's decision in this regard would be final. Further, you agree to execute all necessary documents/forms and/or furnish all information and/or comply with all the requirements so communicated by BFL, from time to time.
- b) You agree that BFL may at its sole discretion, amend any of the services / facilities as provided herein, either wholly or partially at any time by giving you notice.
- c) Before using / availing the Bajaj Prime membership, you must carefully read these Terms and Conditions, the Terms of Use provided at <https://www.bajajfinserv.in/terms-of-use> and Privacy Terms provided at <https://www.bajajfinserv.in/privacy-policy>. By accessing, or otherwise using the Bajaj Prime membership provided by BFL, you agree and explicitly consent to all of these Terms and Conditions, Terms of Use and the Privacy Terms, including any modification / amendments thereof from time to time (collectively "**Terms**").
- d) You hereby agree, consent and expressly authorise BFL / its representatives / agents / its group companies / Affiliates to send communications, through telephone calls / SMSes / emails / notifications / post / bitly / whatsapp / bots / in person communication etc. including but not limited to any promotional communications / messages. Any communications sent by BFL through aforesaid modes shall be binding on you.

6) WITHDRAWAL OF CONSENT:

You shall have the option to withdraw your consent after fulfilling the pending contractual obligations, if any, to BFL and in accordance with prevailing law / regulation applicable for such withdrawal. After fulfilling the contractual obligations, you are at liberty to refrain from using Bajaj Prime membership. However, your continued use / availing of the Bajaj Prime membership would be construed as deemed acceptance of these Terms and Conditions and its associated policies mentioned hereof, including any modification thereof.

7) FEES OR CHARGES:

- a) You shall be responsible to pay fees / charges to BFL, that may be applicable to the Bajaj Prime membership and/or any feature thereof. The fee applicable in relation to the Bajaj Prime membership is as follows:
 - i) Bajaj Prime Elite membership fee of INR 699 (inclusive of applicable taxes)
 - ii) Bajaj Prime Value membership fee of INR 499 (inclusive of applicable taxes)
 - iii) Bajaj Prime renewal fee of INR 699 and / or INR 499 basis the Bajaj Prime Plan (inclusive of applicable taxes)
- b) BFL shall have full right in its sole and absolute discretion to determine nature and quantum of fee / charges that may be applicable to the Bajaj Prime membership executed through Bajaj Finserv Digital Platform or for use of the BFL's Bajaj Prime membership or any feature thereof. In the event of any change in applicable fee / charges, the same shall be notified to you in accordance with these Terms and Conditions and shall be binding upon you.

8) YOUR OBLIGATIONS WHEN USING BAJAJ PRIME MEMBERSHIP:

- a) You agree NOT to use Bajaj Prime membership:
 - i) for carrying out any fraudulent transactions, and
 - ii) for purposes that are unlawful, illegal or forbidden by these Terms and Conditions or under any Applicable Laws. BFL may, at its sole discretion, at any time and without prior notice or liability, impose additional requirements and restrictions or suspend, terminate or restrict your access to Bajaj Prime membership (or any portions thereof).
- b) You further agree NOT to:
 - i) Violate any code of conduct or other guidelines, which may be applicable for or to any portion of Bajaj Prime membership availed by You;
 - ii) Violate any Applicable Laws for the time being in force;
 - iii) Attempt to gain unauthorized access to any portion or feature of Bajaj Prime membership, or any other systems or networks connected to Bajaj Prime membership; and
 - iv) Use Bajaj Coin, Vouchers, Cashback belonging to another customer, either through direct or indirect means.
- c) Bajaj Prime members will not be eligible for any other reward offers other than the aforementioned benefits which are offered as part of Bajaj Prime membership.

9) BENEFITS ASSOCIATED WITH BAJAJ PRIME MEMBERSHIP ELITE:

Bajaj Prime Elite offers an exclusive membership program that provide rewards in the form of Bajaj Coins, Cashback and Vouchers. Upon becoming a Bajaj Prime Member, you will receive a welcome benefit including:

- a) 3-months OTTPlay subscription worth ₹2055 with access to 12 OTT subscriptions.
- b) 3-months Zomato Gold subscription worth ₹199/-. Zomato provides its services in and around select cities of India. Bajaj Prime members understand that they can avail the benefit of 3-months Zomato Gold membership only in such cities where Zomato provides its services. For the list of cities, please click <https://www.zomato.com/policies/terms-of-service/>.
- c) 3 months subscription of Safehouse VPN worth ₹499/-.

- d) 10% Cashback on transactions carried out at Zomato's Platform up to the maximum amount of ₹50/-. Benefit is limited to two (2) transactions per month made by using Bajaj Pay UPI as the payment mode.
Eligibility criteria: Only fulfilled orders will be rewarded & cancelled orders will not be rewarded.
- e) 10% Cashback on bill payment and recharge transactions carried out at Bajaj Finserv Digital Platform up to a maximum of ₹50/- per transaction for the select categories – electricity, prepaid mobile recharges, postpaid mobile bill payments, DTH recharges and broadband bill payments.
Benefits shall be applicable only for the first two (2) transactions carried out by using Bajaj Pay UPI as the payment mode during the membership period up to ₹1200/- per year.
Customers who have purchased the Bajaj Prime Membership between 1st June 2024 to 31st July 2024, will be eligible for 10% cashback on Bill Payments up to ₹50/-. This shall be applicable for eight (8) transactions carried out by using Bajaj Pay UPI as the payment mode every month up to ₹400/- Monthly.
- f) Voucher catalogue contains more than 30 brands of Third Party Entities. Catalogue and quantity of the Vouchers may be subject to modification basis the offers and Voucher code inventory availability with the Third Party Entities. All Vouchers are subject to the terms and conditions of Third Party Entities and Third Party Platforms.
- g) A cashback of ₹ 1000 shall be provided on the purchase of selected products with a minimum value of ₹ 20000/- from EMI Network as a loan, provided that the transaction is completed within 30 days from the date of the Bajaj Prime purchase. The reward shall be credited to the customer's account within 60 days from the completion of the transaction. User will be rewarded only once in a year.
- h) A cashback of ₹200/- shall be credited to the customer's account for purchase of Credit Score Report, subject to the condition that such purchase is made during the active period of the customer's Bajaj Prime membership. The cashback shall be processed and credited within fifteen (15) days from the date of successful completion of the said purchase.
- i) Under no circumstances shall two or more offers be combined or applied concurrently in a single transaction.

10) BENEFITS ASSOCIATED WITH BAJAJ PRIME MEMBERSHIP VALUE:

Bajaj Prime Value offers an exclusive membership program that provide rewards in the form of Bajaj Coins, Cashback and Vouchers. Upon becoming a Bajaj Prime Member, you will receive a welcome benefit including:

- a) 3-months OTTPlay subscription worth ₹2055 with access to 12 OTT subscriptions.
- b) 3-months Zomato Gold subscription worth ₹199/-. Zomato provides its services in and around select cities of India. Bajaj Prime members understand that they can avail the benefit of 3-months Zomato Gold membership only in such cities where Zomato provides its services. For the list of cities, please click <https://www.zomato.com/policies/terms-of-service/>.
- c) 3 months subscription of Safehouse VPN worth ₹499/-.

- d) Voucher catalogue contains more than 30 brands of Third Party Entities. Catalogue and quantity of the Vouchers may be subject to modification basis the offers and Voucher code inventory availability with the Third Party Entities. All Vouchers are subject to the terms and conditions of Third Party Entities and Third Party Platforms.
- e) A cashback of ₹1000 shall be provided on the purchase of selected products with a minimum value of ₹20000/- from EMI Network as a loan, provided that the transaction is completed within 30 days from the date of the Bajaj Prime purchase. The reward shall be credited to the customer's account within 60 days from the completion of the transaction. User will be rewarded only once in a year.
- f) A cashback of ₹200/- shall be credited to the customer's account for purchase of Credit Score Report, subject to the condition that such purchase is made during the active period of the customer's Bajaj Prime membership. The cashback shall be processed and credited within fifteen (15) days from the date of successful completion of the said purchase.
- g) Under no circumstances shall two or more offers be combined or applied concurrently in a single transaction.

11) BENEFITS ASSOCIATED WITH BAJAJ PRIME MEMBERSHIP VALUE (Applicable for eligible members enrolled on or after 5th September 2025)

Bajaj Prime Value Plan offers an exclusive membership program that provide rewards in the form of Cashback, and Vouchers. Upon becoming a Bajaj Prime Member, you will receive a welcome benefit including:

- a) A cashback of ₹1,000 shall be provided on eligible transactions of ₹20,000 or more made on selected products by using Insta EMI Card. The cashback shall be credited to the member's account within 30 working days from the completion of the transaction. This benefit may be availed once per month during the membership validity period. No two reward offers shall be clubbed together
- b) 10% cashback up to ₹50 on bill payments. A maximum of 4 promo vouchers can be earned in a calendar month, and cashback will be applicable only on successfully completed transactions on selected categories – electricity, mobile recharge, gas bill, and broadband/DTH bill payments. The cashback amount will be credited within 7 working days from the eligible transaction date.
- c) 10% cashback up to ₹50 on fuel payments valid for 2 transactions every month during your membership period using Bajaj Pay UPI, and the cashback amount will be credited within 7 working days from the eligible transaction date.
- d) 10% off (up to ₹1,000) on domestic flight bookings, 10% off (up to ₹1,000) on international flight bookings, and 30% off (up to ₹1,000) on hotel bookings via TravelX. Users will be redirected to the partner website, where the discount will be applied inline at the time of booking. These benefits are available once per membership period.
- e) Voucher catalogue contains more than 40 brands of Third Party Entities. Catalogue and quantity of the Vouchers may be subject to modification basis the offers and Voucher code inventory availability with the Third Party Entities. All Vouchers are subject to the terms and conditions of Third Party Entities and Third Party Platforms.

12) BAJAJ PRIME MEMBERSHIP CANCELLATION:

- a) Customer may cancel the Bajaj Prime membership within the free look up period of three (3) days from availing the membership subject to non-usage of the benefits mentioned above. However, if any benefit is found to have been availed by the customer, cancellation of membership is not permitted until completion of one (1) year from the date of the membership.
- b) If the Customer has not availed any benefits and opted for cancellation, such Customer will receive the full refund amount to the source account from which member payment originated. The refund shall be made within 5 to 7 working days from the date of cancellation.
- c) BFL will check for non-usage of benefits through internal systems and tools and validations around them.
- d) Successful cancellation and refund is subject to the absence of (i) usage and (ii) claim of any benefits offered via Bajaj Prime membership within three (3) days from the date of activation.
- e) Membership cannot be cancelled after three (3) days from the date of activation and the membership fee is not refundable in such case.

13) REDEMPTION OF REWARDS / BENEFITS:

Bajaj Prime Members shall be entitled to redeem the rewards in the following manner:

- a) Redemption of Cashback:
 - i) Cashback can be in the form of remittances into the Bajaj Pay Sub Wallet or in the form of a scratch card.
 - ii) Cashback is accumulated only at the Customer's Bajaj Pay Sub Wallet (which shall be part of the Customer's Bajaj Pay Wallet) and Customers without Bajaj Pay Wallet / Bajaj Pay Sub-Wallet may or may not receive the associated Cashback or other equivalent reward, at the sole discretion of BFL.
 - iii) There may be certain activities on Bajaj Finserv App which are associated with assured Cashback rewards and some activities where Cashback rewards are randomized on the basis of unbiased automated algorithm having no manual intervention, while considering the maximum earning potential per Customer per annum.
 - iv) In case of closure / termination of customer's Bajaj Pay Wallet or Bajaj Pay Sub-Wallet, the associated Cashback shall automatically stand lapsed and shall not be capable of being used / redeemed. Where Cashback is in the form of a scratch card, the scratch card shall automatically lapse on expiry of 30 days from the day of issuance of the scratch card.
 - v) The earned Cashback can be used / redeemed while making part / full payments towards your purchases of products / services from BFL, making bill payments / recharges within the Bajaj Finserv Digital Platform, in the manner as specified under the Reward Program Scheme and the Terms and Conditions governing Bajaj Pay Sub-wallet, from time to time.

- vi) Once redeemed, Cashback redemption transactions cannot be cancelled, varied or reversed.
 - vii) The Customers acknowledge that the Cashback earned by them cannot be transferred to any bank account, any other Bajaj Pay Wallet / Sub Wallet or withdrawn as cash.
 - viii) Customers understand and agree that the Cashback cannot be used for loan repayment or for payment of credit card dues.
- b) Redemption of Bajaj Coins:
- i) Customer shall only be eligible to redeem the Bajaj Coins, against the transaction, if his/her available Bajaj Coins are equal to or greater than 200 units ("threshold limit"). For Customers having relationship with BFL however, not having a Bajaj Pay Wallet, the redemption of Bajaj Coins against selected transactions shall only happen, if such Customer has a minimum of 200 Bajaj Coins and creates his/her Bajaj Pay Wallet before carrying out the transaction. Such Customer will only be eligible to redeem the Bajaj Coins against the transaction, if his/her available Bajaj Coins are equal to or greater than 200 units. If any Customer wants to purchase Voucher / eGift cards / deals using his Bajaj Coins, Customer should have a minimum of 100 Bajaj Coins. BFL holds the right to review and increase or decrease the threshold limit of the minimum quantity of Bajaj Coins that may be required for redeeming the Bajaj Coins in a particular transaction.
 - ii) A Customer shall not be entitled to earn any reward (even where applicable) or a transaction which is coupled with BFL reward redemption (Earn/Redemption cannot happen for the same transaction).
 - iii) The accumulated Bajaj Coins can be redeemed/used by the Customers for a wide variety of payment transactions as offered and specified by BFL.
 - iv) Once redeemed, redemption cannot be cancelled, varied or reversed.
 - v) On redemption, the Bajaj Coins so redeemed would be automatically subtracted from the accumulated Bajaj Coins in the BFL Customer's Account.
 - vi) Customer can use these accumulated Bajaj Coins to purchase Vouchers from identified third party platforms as may be made available from time to time.
 - vii) A Customer can also convert these Bajaj Coins to Bajaj Pay Sub wallet cash.
 - viii) The conversion ratio and the minimum reward points required for redemption are specified on the Bajaj Finserv Digital Platform and may vary from event to event.
 - ix) Bajaj Coins can also be redeemed on EMI network stores while making down payment transactions for finance facilities availed from BFL.
 - x) One Bajaj coin carries equivalent value of 20 Paisa, which is not withdrawable as cash.
 - xi) The term Bajaj Coins denotes the reward which could be redeemed at Bajaj Finserv Digital Platforms and BFL authorised channels.
 - xii) Bajaj Coins is/are NOT to be construed as any legal tender or currency (digital/physical) under Indian law.
 - xiii) Minimum Bajaj Coins balance in Bajaj Finserv Digital Platform should be 200 to qualify for convert to cash option on Bajaj Finserv Digital Platform. BFL holds the right to review and increase or decrease the threshold of the minimum

quantity of Bajaj Coins that may be required for redeeming the Bajaj Coins in a particular transaction.

- xiv) After redemption of Bajaj Coins as cash into sub-wallet, it cannot be converted back into Bajaj coins.
- xv) BFL reserves the right to add / alter / modify / change or vary all of these terms & conditions or to replace wholly, or in part, the offer, by other offers, whether similar to the offer or not, or to withdraw it altogether at any time.
- xvi) BFL reserves the right to extend or terminate this program at its sole discretion.
- xvii) Bajaj Coins cannot be used for:
 - (1) Payment of investment (FD, Mutual fund etc)
 - (2) Payment of loan (EMI)
 - (3) Payment of Loan processing fee.
 - (4) Repayment of overdue loan
 - (5) Payment for insurance
 - (6) Payment for pocket insurance
 - (7) Payment for purchase of add-ons/deals over Bajaj Finserv Digital Platform.
- c) Redemption of Vouchers:
 - i) The usage of the Vouchers earned / received upon becoming a Bajaj Prime Member, will be governed by the Terms & Conditions of the Third-Party Entity who is issuing the Voucher.
 - ii) The Voucher offer is solely brought to you by the participating Third-Party Entity and BFL holds no warranty and does not represent or warrant about the delivery, services, suitability, merchantability, availability, quality or quantity either of the Voucher or of the products / services made available to you by the Third Party Entity under Bajaj Prime program.
 - iii) BFL holds no warranty with respect to the quality of products / services acquired or their suitability for any purpose for the earned Voucher. Customers understand that any disputes regarding delivery, service, suitability, merchantability, availability, quality or quantity of the products / services under the Voucher, must be addressed by the Customer directly with the Third Party Entity and that BFL shall not entertain any communication in this regard.
 - iv) Any images displayed on the Bajaj Finserv Digital Platform for Vouchers, are for illustrative purposes only. Characteristics, design, appearance or make of actual product/services may vary.
 - v) BFL shall not be liable for any loss or damage whatsoever that may be suffered, or for any injury that may be suffered, by a Customer, directly or indirectly, by use or non-use of products / services under the said Vouchers.

14) TERMINATION / SUSPENSION OF BAJAJ FINSERV ACCOUNT:

- a) If you violate any of these covenants herein, BFL reserves the right to terminate your access to the Bajaj Finserv Digital Platform for availing the Bajaj Prime membership and / or BFL can prohibit or bar you from using or accessing such Bajaj Prime membership. BFL may temporarily or permanently suspend or block access to the Bajaj Finserv Digital Platform for availing Bajaj Prime membership, if it has reason to believe that there is suspicious or unusual activity being carried

out by you for such period as it may be deemed fit until it has received to its satisfaction the necessary clarifications as sought from you and / or until it is convinced that you can avail the Bajaj Prime membership again. You shall forthwith furnish all clarifications / information sought by BFL.

- b) You agree and acknowledge that, BFL may at its sole discretion without assigning any reason, terminate your access to the Bajaj Prime membership at any time by giving you a 30 (Thirty) calendar days' notice. Provided no such notice period requirement shall arise in case of any breach by you of these Terms and Conditions.

15) DISCLAIMER:

- a) The Bajaj Prime membership including all content, software, functions, material, and information made available or accessible through the Bajaj Finserv Digital Platform, are provided on "as is" basis. BFL or its agents or partners, make no representation and warranty of any kind for the content, software, functions, material and information available / accessible through the Bajaj Finserv Digital Platform.
- b) BFL does not warrant in any manner whatsoever that the functions contained in the content, information and materials for Bajaj Prime membership at the Bajaj Finserv Digital Platform, shall be uninterrupted, timely or error-free or that the defects will be rectified.
- c) In case of any technical issue, which may include any payment or settlement issues, cashback will be credited within 10 days of transaction. (Only when the customer has passed all the eligibility requirements which are necessary for rewarding).

16) INDEMNITY:

You agree to defend, indemnify and hold harmless BFL, its Affiliates, its promoters, officers, directors, employees and agents, partners, licensors, licensees, consultants, contractors and other applicable third parties from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs or debt, and expenses (including any legal fees) arising out of:

- a) Your access of / to Bajaj Prime membership through Bajaj Finserv Digital Platform;
- b) Your violation of any of these terms and conditions;
- c) Your violation of any third party right, including any intellectual property right or privacy right;
- d) Your failure to be in compliance with the applicable law, including tax regulations; and/or
- e) Any claim raised by any third party, arising out of any damage caused to such party due to your access or usage of Bajaj Prime membership in any wrongful manner or for wrongful intent.

17) DAMAGES AND LIMITATION OF LIABILITY:

- a) Notwithstanding anything contained in these Terms and Conditions or any other document, BFL, its successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall in no event be liable to You or any other person for:

- i) any loss, expense or damage arising from or in connection with any access, use or the inability to access or use BFL and/or third party products / services and data / content or reliance on those, howsoever caused and regardless of the form of action (including tort or strict liability);
 - ii) any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and/or
 - iii) additionally, BFL shall be under no liability for any damage, loss, or expense, or for any obligation to pay interest for unsuccessful credit or debit of funds which are availed by access to and use of Bajaj Prime membership.
- b) BFL shall not be liable for any inconvenience, loss, cost, damage or injury suffered by You or any third party arising from or caused by:
 - i) act or omission of any third party including but not limited to any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing;
 - ii) use of Bajaj Prime membership by any third person / parties, whether authorised or unauthorised by You;
 - iii) transfer of funds to the wrong Biller, mobile number / recipient / account by you;
 - iv) any duplicate payments or delayed payments, or any penalty / interest / late payment fee levied by the Biller upon you;
 - v) erroneous recharges to incorrect mobile number or DTH number, bill payments made towards wrong billing accounts, credit cards, etc and/or fund transfers to unintended beneficiaries;
 - vi) your inability to effect or complete any transaction due to system maintenance or breakdown / non-availability of the Bajaj Prime membership at Bajaj Finserv Digital Platform;
 - vii) you being deprived of the use of Bajaj Prime membership as a consequence of any act or omission by BFL for compliance with any Applicable Laws and/or regulations and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
- c) Notwithstanding anything contained under these Terms and Conditions or any other document, in no event, BFL or any of its directors, employees, agents and/or personnel shall be liable to You, for any damages, liabilities, losses, arising out of:
 - i) these Terms and Conditions; and/or
 - ii) your use or inability to use the Bajaj Prime membership through Bajaj Finserv Digital Platform.
- d) This Clause shall survive even after the termination of the Bajaj Prime membership by you.

18) BAJAJ PRIME MEMBERSHIP CRITERIA FOR DELINQUENT AND FRAUD CUSTOMERS:

- a) If BFL has suspicion or knowledge that any Customer has been involved in any fraudulent or illegal activity either directly or indirectly and/or if the Bajaj Coins go

into negative balance, BFL reserves the right to disqualify such Customer or mark such account as suspected fraud ("disqualification").

- b) BFL may exercise discretion to forfeit any reward earned by such customer prior to disqualification as well.
- c) BFL reserves the right to fix / revise the threshold of Bajaj Coins / Cashback earning and redemption.
- d) BFL reserves the right to disqualify a Customer if he/she has been found delinquent basis the BFL policy. Such customers will not be eligible for the rewards program.

19) RECORDS OF TRANSACTIONS:

The records of transactions with regard to the Bajaj Prime membership shall be deemed conclusive evidence against you and the same shall be binding on you except in the case of computation and / or manifest error.

20) RIGHT TO LIEN / SET OFF:

- a) You hereby grant and confirm the existence of the right of lien and set-off with BFL, which BFL may, subject to Applicable Law, at any time without prejudice to any of its specific rights under any other agreements / contract with you, at its sole discretion and with due notice to you to appropriate or adjust or set-off any monies belonging to you and lying / deposited with BFL towards any of BFL's dues, erroneous, excess or mistaken credit received by You and outstandings, including any charges / fees / dues payable under the Terms of Use.
- b) Further, you hereby also grant and confirm the existence of the right of lien and set-off with BFL, which BFL may, subject to Applicable Law, at any time without prejudice to any of its specific rights under any other agreements / contract with you, at its sole discretion upon notice to you to appropriate or adjust any monies belonging to you with BFL in order to recover funds for transactions which are incorrectly or erroneously processed.
- c) BFL shall not be held responsible or liable for any losses, expenses, costs etc. suffered or incurred by you by reason exercise of the right of lien and set-off by BFL.

21) TAX LIABILITY:

You hereby agree to comply with any and all applicable tax laws in connection with use of the Bajaj Prime membership, including without limitation, the reporting and payment of any taxes arising in connection with payments made while using the Bajaj Prime membership.

22) FORCE MAJEURE:

BFL shall not be held responsible for any damage, loss, non-availability of the Bajaj Prime membership or deficiency in provision of the same, which are beyond the control of BFL and which are resulting directly or indirectly, for reasons such as, including but not limited to:

- a) fire, earthquake, any other natural calamity, flood, epidemic;
- b) strike, lockout, labour unrest;

- c) riot, civil disturbance, war, civil commotion;
- d) act of God, act of terrorism, emergency (declared for health or other reasons);
- e) court order, change in law, or any other circumstance;
- f) network / server downtime either of its own or procured through third parties, suspension, interruption, malfunctioning of the wireless technology, peripherals, software systems, communication failure, hacking etc.

23) GENERAL:

- a) No joint venture, partnership, employment or agency relationship exists between you and BFL.
- b) If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision or part thereof shall to that extent be deemed not to form part of these Terms and Conditions but the legality, validity and enforceability of the other provisions in these Terms and Conditions shall not be affected. In that event, BFL shall endeavour to replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and which shall be binding on you.
- c) BFL may, at its sole discretion, transfer or assign its rights and obligations stated herein, without providing any notice to you, or to any third parties.
- d) For Your convenience, frequently asked questions (FAQs) are provided on the Bajaj Finserv Digital Platform to provide general information on frequent questions or concerns relating the Bajaj Prime membership; however, in case of confusion / disconnect / dispute, specific product / services these terms and conditions shall prevail.
- e) BFL reserves the right, to add / alter / modify /change or vary all of these terms & conditions or to replace wholly, or in part, the offer under the Bajaj Prime program by other offers, whether similar to the offer or not, at any time, without prior notice.
- f) The offers associated with Bajaj Prime membership, unless specifically mentioned, cannot be combined with any other offers.
- g) Customer understands that all applicable taxes, fees and levies (excluding 'gift' tax or tax deducted at source, where applicable) shall be solely borne by the Customer.
- h) Whenever it is found that the Customer has provided any incorrect / false / misleading information at the time of registration for availing the Bajaj Prime membership and/or at the time of collecting his/her Bajaj Prime benefits, then BFL shall have the right to cancel his / her entitlement / registration.
- i) Customer acknowledges that BFL is not a supplier/manufacturer/issuer of the products purchased or services availed by Customer from Third Party Entities and BFL will not accept any liability in relation thereto pertaining to the quality, merchantability or the fitness for any purpose or any other aspect of the products or services provided by Third Party Entities.
- j) BFL, its group entities/ affiliates or their respective directors, officers, employees, agents, vendors, etc., shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered by a Customer, directly or indirectly, including for reasons arising out of use or non-use of

products / services or participation in order to avail the benefits in any manner what so ever.

- k) BFL shall not be liable for termination or delay or non-availability of any benefits / reward due to any force majeure event (pandemic situation / system failure) and will not be liable for any consequences whatsoever.

24) MODIFICATIONS AND UPDATES TO THESE TERMS AND CONDITIONS:

BFL reserves the right, at its sole discretion, to change or otherwise modify these Terms at any time by posting an updated version on the Bajaj Finserv Digital Platform and which shall constitute sufficient notice to you. The updated version of these Terms shall supersede the previous version of the Terms and shall be immediately effective upon posting on the Bajaj Finserv Digital Platform and shall be binding on you.

25) GRIEVANCES FOR BAJAJ PRIME MEMBERSHIP:

In case You have any concerns regarding Bajaj Prime membership, please contact:

LEVEL 1 Login to Bajaj Finserv App -> Hamburger Menu->Help & Support -> Raise a new request-> Go to Bajaj Prime Tab-> Select query Type and Sub Type

26) GOVERNING LAW AND JURISDICTION:

All transactions carried out in connection with Bajaj Prime membership through Bajaj Finserv Digital Platform and entire relationship as contemplated herein shall be governed by the laws of India. You agree that all claims, differences and disputes which we may have shall be subject to the jurisdiction of Pune.