

GENERAL TERMS AND CONDITIONS OF BILL PAYMENT SERVICES THROUGH BFL BRANCHES

These terms and conditions shall apply to and regulate the provision of Bill Payments and Recharges ("Bill Payment Services") in Bajaj Finance Limited ('BFL') Branches provided/made available by Bajaj Finance Limited to the Customers. These Terms and Conditions shall be applicable to the Customer for availing and using Bill Payment Services through BFL Branches for making payment towards Billers through an authorized Bharat Bill Payment Operating Unit i.e. namely **PayU Payments Private Limited ("PayU")** duly empowered by National Payment Corporation of India ("**NPCI**") and RBI. By using the Bill Payment Services you agree to comply with and be bound by these terms.

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 Bill Payment Services.

1. ELIGIBILITY: You, by availing the Bill Payment Services at BFL Branches hereby represent and warrant that, you:

- (i) Are a citizen of India;
- (ii) Completed the age of 18 years and attained the age of majority;
- (iii) Are duly authorised either in your individual capacity or under the capacity of being an Authorised Signatory of an Entity;
- (iv) Are capable of entering into a legally binding agreement; and
- (v) Are not barred or otherwise legally prohibited, from accessing or availing the Bill Payment Services at BFL Branches.

2. You shall abide by the BFL's Terms and Conditions as set out herein and the changes thereto as communicated through and/or made available in the BFL Branches from time to time. You agree that availing of Bill Payment Services, so offered by BFL, are subject to Applicable Law. You hereby agree and understand that BFL reserves its right to accept or reject your request for availing Bill Payment Services through BFL Branches 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.

3. 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.

4. CONSENT OF CUSTOMER:

- (a) Before using / availing the Bill Payment Services, you must carefully read these Terms and Conditions and Privacy Terms provided at <https://www.bajajfinserv.in/privacy-policy>. By accessing, or otherwise using the Bill Payment Services provided by BFL, you agree and explicitly consent to all of these Terms and Conditions and the Privacy Terms, including any modification / amendments thereof from time to time (collectively "**Terms**").
- (b) 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.

5. 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 Bill Payment Services. However, your continued use / availing of the

Bill Payment Services would be construed as deemed acceptance of these Terms and Conditions and its associated policies mentioned hereof, including any modification thereof.

6. YOUR OBLIGATIONS WHEN USING BILL PAYMENT SERVICES.

- (a) You agree **NOT** to use Bill Payment Services: (i) for making 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 Bill Payment Services (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 Bill Payment Services and/or 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 Bill Payment Services, or any other systems or networks connected to Bill Payment Services.

- 7. FEES OR CHARGES:** You shall be responsible to pay fees / charges, that may be applicable to transactions executed while using the Bill Payment Services and / or any feature thereof, to BFL or to such third party, as the case may be. Further, the fee applicable in relation to the Bill Payment Services are provided for in the **Schedule I** below. 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 Bill Payment transactions executed through BFL Branches or for use of the BFL's Bill Payment Services or any feature thereof. In the event of any change in applicable fee / charges, the same shall be notified to you in accordance with this Terms and Conditions and shall be binding upon you.

The current charges (which may be changed in future at our sole discretion and after giving due notice) can be viewed by you at <https://www.bajajfinserv.in/all-fees-and-charges>

8. 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 BFL Branches for availing the Bill Payment Services and / or BFL can prohibit or bar you from using or accessing such Bill Payment Services. BFL may temporarily or permanently suspend or block access to the BFL Branches for availing Bill Payment Services, 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 Bill Payment Services 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 Bill Payment Services 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.

9. DISCLAIMER

- (a) The Bill Payment Services including all content, software, functions, material, and information made available or accessible through the BFL Branches 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 BFL Branches.
- (b) BFL does not warrant in any manner whatsoever that the functions contained in content, information and materials for Bill Payment Services at BFL Branches, will be uninterrupted, timely or error-free, that the defects will be rectified.

- (c) You understand that a payment transaction, if any, is solely between You (using the Bill Payment Services) and the Biller and BFL does not provide any guarantee or warranty with respect to any such service, goods, quality, quantity or delivery level commitment provided by such Biller.

10. 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 Bill Payment Services through BFL Branches;
- (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 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 Bill Payment Services in any wrongful manner or for wrongful intent.

11. 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 indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use BFL's 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 Bill Payment Services.
- (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 Bill Payment Services by third persons / 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, fund transfers to unintended beneficiaries;
 - (vi) Your inability to effect or complete any transaction due to system maintenance or breakdown / non-availability of the Bill Payment Services at BFL Branches;

(vii) You being deprived of the use of Bill Payment Services 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 Bill Payment Services through BFL's Branches.
- (d) This Clause shall survive even after the termination of the Bill Payment Services and/or use of Bill Payment Services by you.

12. RECORDS OF TRANSACTIONS:

The records of transactions with regard to the Bill Payment Services 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.

13. 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 outstanding's, including any charges / fees / dues payable under these 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.

14. TAX LIABILITY

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

15. FORCE MAJEURE

BFL shall not be held responsible for any damage, loss, non-availability of the Bill Payment Services 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.,

16. 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) These Terms and Conditions constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.
- (d) 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.
- (e) For Your convenience, frequently asked questions (FAQs) are provided on the Bajaj Finserv website to provide general information on frequent questions or concerns relating the Bill Payment Services; however, in case of confusion / disconnect / dispute, specific product / services these terms and conditions shall prevail.

17. MODIFICATIONS AND UPDATES TO THESE TERMS AND CONDITIONS

- (a) 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 website. 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 website and shall be binding on you.

18. GRIEVANCES FOR BILL PAYMENT SERVICES:

Customer will visit branch to raise the query with assistance of cashier or can follow above mentioned approach-

LEVEL 1	<p>We are committed to resolving your queries/issues, you need to follow the below steps to raise your request:</p> <ul style="list-style-type: none"> (a) Bajaj Finserv App / Bajaj Finserv Website > Menu > Help and Support> Raise a Request (b) Bajaj Finserv App / Bajaj Finserv Website > Menu > Help and Support > Raise a Request History > Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate.
LEVEL 2	<p>We are committed to resolving your queries/issues within 7 working days. If you do not hear from us within this time, or you are not satisfied with our resolution of your query, the customer may go through the below steps:</p>

	<p>Bajaj Finserv App / Bajaj Finserv Website > Menu > Help and Support > Raise a Request History > Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate.</p> <p>We have Grievance Redressal Officer:</p> <p style="padding-left: 40px;">Sukhinder Singh Thapar Grievance Officer PayU Payments Private Limited [9th floor, Bestech Business Tower, Sohna road, Sector 48, Gurgaon - 122002, Haryana, India] Email id: [carehead@payu.in]</p>
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Grievances for Bill Payment Services:

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<p>LEVEL 2</p>	<p>We are committed to resolving your queries/issues within 7 working days. If you do not hear from us within this time, or you are not satisfied with our resolution of your query, the customer may go through the below steps:</p> <p>Bajaj Finserv App / Bajaj Finserv Website > Menu > Help and Support > Raise a Request History > Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate.</p> <p>We have Grievance Redressal Officer:</p> <p>1. PayU Payments Private Limited Sukhinder Singh Thapar Grievance Officer PayU Payments Private Limited [9th floor, Bestech Business Tower, Sohna road, Sector 48, Gurgaon -122002, Haryana, India] Email id: [carehead@payu.in]</p> <p>2. Indialdeas.Com Limited Name: Nodal Officer Grievance Officer Indialdeas.Com Limited Address: Indialdeas.com Limited, 8th Floor, Supreme Chambers, Off Veera Desai Road, Andheri (West), Mumbai 400 053 Email id: bbpssupport@billdesk.com</p>

19. GOVERNING LAW AND JURISDICTION

All transactions carried out in connection with Bill Payment Services through BFL Branches 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 the competent courts located in city or the state where such BFL Branch is located.

SPECIFIC TERMS AND CONDITIONS OF BILL PAYMENT SERVICES THROUGH BFL BRANCHES.

1. BFL is facilitating Transactions in its capacity of Agent Institution through BBPOU, which is an entity duly authorized by RBI and NPCI to function in adherence to the Guidelines.
2. Customer acknowledges that BFL is only a facilitator and it is not involved in the actual settlement of payment, any concerns or disputes in relation to the same shall be taken up with the concerned BBPOU.
3. Customer while availing Bill Payment Services through BFL Branches undertakes and affirms:
 - (i) BBPOU may levy charges as per their respective policy(s) including but not limited to their terms of use for availing the Bill Payment Services. Customer is solely responsible to read, and understood such terms of use before using or availing Bill Payment Services;
 - (ii) Customer's access to Bill Payment Services through the BFL Branches may be suspended or terminated or blocked or disabled permanently if BFL has reasonable grounds to suspect that information provided by the Customer are untrue, inaccurate, incomplete, or not in accordance with the Terms and Conditions or the terms provided herein or are in contravention to any Guidelines or in case of any suspicious or fraudulent activity.
 - (iii) Customer shall be solely liable and accountable to keep his / her OTP, PIN, Debit Card details, Credit Card Details and Bank account details confidential and safe from any unauthorized use. Customer accept and acknowledge that BFL shall not be liable in any manner whatsoever if such details are disclosed by compromising the confidentiality with other which may lead to an unauthorised usage or access and cause loss / damage to the Customer.
 - (iv) Customer's Complaints, if any, related to Bill Payment Services and/ or failed payments, refunds, chargebacks, pending payments as well as payments done to an incorrect bank account or UPI id should be directly taken up with the concerned BBPOU whose contact details are mentioned above, as the case may be and the same shall be handled in accordance with applicable law.
 - (v) BFL at its sole discretion may change or discontinue the relationship with BBPOU and Biller Aggregators and onboard any other authorized BBPOU entity or Biller Aggregators with notice to the Customer from time to time.
 - (vi) The Customer accepts that any transaction carried out or attempted to carry shall be governed by the (a) the policies of BBPOU, (b) the policies of Merchants / Billers, and the requisite Guidelines and these Terms and Conditions.
4. You agree that you are not permitted to commercially offer the bill payment options for making payments towards bills that do not belong with you.
5. You understand and acknowledge that you will be solely liable for inaccuracy of any information provided by you to BFL. BFL shall in no manner be responsible to verify the authenticity or correctness of the information provided by you. Once you furnish any details as regards to a Biller at the BFL Branch, you authorize BFL to fetch the bill details, using the information furnished by you. You may be able to view your current and future bill details as and when they are available.
6. You agree that it shall be your responsibility to ensure to verify the bill details carefully before carrying out any transactions. BFL shall be not responsible for any discrepancy in the bill details and in such event, you would be required to coordinate with the Biller.

7. You also agree that BFL may send notifications to you by setting up reminder facility for your Billers. You understand that transactions once carried out and the payments once made to the Billers for bill payment services shall be non - refundable.
8. You agree that upon relevant Billers being identified, BFL shall from time-to-time fetch from the relevant Billers or through BBPS payment system, the bill details and payment status in relation to your account with the relevant Billers, and BFL may send You reminders for Your outstanding dues towards such relevant Billers.
9. BFL shall not be responsible for any duplicate standing instructions or delayed payments towards the Billers, or any penalty / interest levied by the Biller upon you.
10. You shall be responsible for keeping 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 BFL 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.
11. You understand and agree that BFL is only a facilitator of payments and is not a party to the payments. BFL may utilize the information including but not limited to the consumer number, subscription id, bill number or registered mobile number, registered telephone number, account id / customer id, or such other identifier(s) which are required to fetch the outstanding payment(s) due / subscription or bill value, subscription plan, due date, and such other information necessary to facilitate the bill payments.
12. You agree and authorize BFL to communicate with the Biller, third party service providers, aggregators with your account information for processing the transaction.
13. BFL may levy service charges, Customer Convenience Fees ("CCF") for any Bill Payment transaction through BFL Branches for any Bill Payment. Service charges or CCF, if any, shall be displayed on the transaction screen prior to the payment being initiated. The Service Charges or CCF can also be viewed under Schedule 1 herein. This fee applies regardless of the mode of payment. Whereas the CCF is charged to cover the costs associated with the transactions. The Platform fee and CCF amount may vary basis the payable amount
14. There may be charges for access, third party payment or such other data fees from third party payment participants and/ or Billers which you expressly agree and shall not hold BFL liable for the same.
15. The payment realization varies from Biller to Biller and You understand that BFL shall process the bill payments only upon receiving valid instructions from you. BFL shall not be in any manner responsible for the delays / reversals or failure of transaction.
16. It may take up to 48 working hours for a bill payment transaction to be successfully posted at the respective Biller.
17. If transaction status is "Pending" or "Failed" at the respective Biller end it would be refunded within 7 working days from the date of the transaction.
18. For Cash Refunds (if any) Customer must visit same branch from where the bill payment transaction was initiated.
19. Working hours for Bajaj Finance Limited's (BFL) branch is 09:00 am to 6:00 pm (except Sunday and other Public Holiday) ("Working Hours"). You may visit the branch during these Working Hours make bill payments & collect refunds (if any).
20. BFL branch accept Bill payments and Recharges of various types of bills, such as Electricity, Water, Mobile Prepaid & Postpaid, Credit Card, DTH, Piped Gas bills, LPG booking, Insurance Premiums, etc
21. Customer must provide accurate bill details to the branch officials. If customer provides incorrect consumer / account details, BFL will not be liable for any wrong / erroneous transaction.
22. BFL will levy Convenience Fees on Bill Payments and Recharges up to Rs 25 (including of relevant taxes) depending on transaction amount; however, in the event of a failed transaction, the complete amount including charges and taxes would be refunded.
23. Customer will have to share same mobile number to initiate refund, which was provided during initial bill payment transaction, to initiate refund, Customer will have to comply with the refund process as may be intimated by the branch officials to the Customer.

24. Cash Refunds will be processed basis the cash availability in BFL branches.
25. Customers are advised to be cautious of fraudulent activities and from the individuals or entities fraudulently posing as BFL representatives.
26. Customers are advised NOT to share OTPs, bank account credentials, PINs and Passwords. Visit BFL branches to collect your refunds, if any.
27. You will receive bill payment transaction details on your mobile number. For any transaction related issues, please visit the branch and coordinate with the branch officials.

Schedule 1

The following charges are applicable on Mobile Recharge & Bill Payments:

Mobile Recharge & Bill Payments - Fees & Charges	
Payment	Charges (Rs.)
Payment for Bill Payments and Recharges	Convenience fee Upto 2% per transaction (Inclusive of applicable taxes) *
Payment of Rent using Credit Card as a Payment Mode	2% per transaction (Inclusive of applicable taxes)
Platform Fee	Upto Rs.5/- for each Prepaid Mobile Recharge

*Convenience fee is applicable on specific payment instrument and subject to revision time to time.

Note - For Failed transactions, total amount including charges except taxes are reversed.