

## TERMS AND CONDITIONS

By clicking on 'Apply' tab, I am expressing my interest in availing a personal loan ("InstaCredit") from Bajaj Finance Limited ("BFL"). I hereby confirm that I (i) am at least 18 years of age, (ii) can understand, read and write in the English language, (iii) have read, understood and agree to be bound by these terms ("Terms and Conditions").

I agree that my action of entering the one-time password ("OTP") sent by BFL and clicking the 'I Accept' button, constitutes a valid acceptance by me of the Terms and Conditions contained herein and creates a binding and enforceable agreement between me and BFL.

1. I have an Existing Member Identification card ("**EMI Card**") issued by BFL, which enables purchase of products or availing services including but not limited to apparel, holiday/travel packages, footwear, groceries, kitchen appliances and accessories. On the basis of my request to BFL, BFL may, agree to provide a InstaCredit which shall be disbursed on my Bajaj Finserv-Mobikwik Co-branded wallet ("**Wallet**") at BFL's sole and absolute discretion and subject to these Terms and Conditions.
2. I shall be liable to repay the following to BFL:
  - a. The outstanding principal amount of the InstaCredit along with interest (on an annualized rate basis) as mentioned in the First Schedule hereto, through monthly installments ("**EMI**").
  - b. Fees, **penal interest**, charges and penalties as mentioned in the First Schedule hereto, in relation to the InstaCredit, in the form, substance and manner acceptable to BFL.

(together referred to as "**Outstanding Amount**");

3. I agree that the statement of account issued by BFL and displayed on the Wallet and/or sent by email to me on my email address registered with BFL, on monthly basis, regarding the balance amount due and payable under these Terms and Conditions shall be conclusive proof of the correctness of the amount mentioned therein. Further I shall not be entitled to default or delay the payment of EMIs on the ground of the statement of account issued by BFL being inaccurate or incorrect.
4. I understand that the InstaCredit has been availed by submitting my consent through OTP and the same cannot be cancelled in any manner.
5. I agree and acknowledge that the InstaCredit availed on the Wallet cannot be transferred to any bank account (whether personal or otherwise), to any other customer Wallet, to any

other prepaid instrument/wallet issued by any third party and/or cannot be used for payment of any credit card dues, for payment of any loan amount and/or for purchase of any gold/gold product/ digital gold products.

6. I understand that the EMI amount payable may change due to changes in the interest rates as revised by BFL from time to time, the repayment schedule, change in any charge as mentioned under First Schedule or in any statutory taxes, levies etc. Such changes once communicated to me will be effective prospectively.
7. I hereby authorize BFL to use the existing NACH mandate or any other electronic or other clearing mandate provided to BFL for recovering all the Outstanding Amounts. I shall forthwith issue fresh NACH mandate to BFL, in view of any revision in the repayment schedule by BFL.
8. I agree that in case of default because of dishonor of NACH mandate/ any other electronic or other clearing mandate in favor of BFL, provided by me, I shall be liable to pay to BFL the Bounce Charges as mentioned under First Schedule hereto, for per month/per default.
9. I agree that the Outstanding Amount payable to BFL, shall be deducted from my bank account registered with BFL.
10. In the event of any default in repayment of the Outstanding Amount, I shall be liable to pay **Penal Interest/Amount** at the rate/amount as specified in the First Schedule hereto, without prejudice to any other rights of BFL under these Terms and Conditions.
11. Notwithstanding anything stated elsewhere in these Terms and Conditions, the Outstanding Amount shall be payable to BFL on demand. BFL may at any time in its sole and absolute discretion and without assigning any reason call upon to re-pay the Outstanding Amount and thereupon I shall, within 15 days of being so called upon, pay the whole of the Outstanding Amount to BFL without any delay or demur.
12. At my request, BFL may at its sole discretion accept part-prepayment of the InstaCredit, subject to payment of at least one EMI under the InstaCredit. The part prepayment of the InstaCredit shall be subject to payment of the applicable Pre-Payment Charges as specified under First Schedule hereto.
13. At my request, BFL may at its sole discretion accept full pre-payment of the InstaCredit and foreclose the same subject to payment of at least one EMI under the InstaCredit. The full prepayment or foreclosure of the InstaCredit shall be subject to payment of the applicable foreclosure charges as specified under First Schedule hereto.

14. I hereby consent and authorize BFL to use my KYC data/documents shared by me/obtained from UIDAI, during my EMI Card application, for fulfilling KYC compliance by BFL, for availing InstaCredit.
15. I agree that breach of any Terms and Conditions mentioned herein shall constitute an event of default and upon occurrence of such event of default, the Outstanding Amount shall forthwith become due and payable to BFL without requirement of any further notice.
16. I shall, during the tenure of InstaCredit duly perform the obligations under these Terms and Conditions and do all such things and execute all such documents, as BFL may require from time to time. Further I agree to make regular payment of EMIs on the due date(s) including all Outstanding Amounts.
17. I shall not in any manner be entitled to assign any rights and obligations under these Terms and Conditions.
18. I expressly recognizes and accepts that BFL shall, without prejudice to its rights to perform such activities itself or through its officers/ employees, be entitled and has full power and authority to appoint one or more third parties as BFL may select and to delegate to such third party all or any of its functions rights and powers under these Terms and Conditions relating to the administration of the InstaCredit including the rights and authority to collect and receive on behalf of BFL all dues and unpaid installments and other amounts due under these Term and Conditions and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto.
19. I agree that any notice to be given to me in respect of these Terms and Conditions shall be deemed to have been validly given if served on me or sent by registered post to my address or sent by way of an email on my registered email address or sent of my registered mobile number as per BFL's records or by way notification in Wallet.
20. I am aware that transmission of these Terms and Conditions, instructions, acceptance(s) and communications (**'Communications'**) through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online consent etc. (**'Electronic Media'**) involves several risks including fraudulent alterations, incorrect transmissions and higher probability of breach of confidentiality and data security. Notwithstanding the above, I consent to receiving such Communications from and providing Communications to BFL through Electronic Media in relation to InstaCredit.
21. I understand that Rate of Interest ("**ROI**") specified by BFL is fixed rate of interest, unless otherwise specifically mentioned in the First Schedule, below.
22. I agree and acknowledge that BFL would have the following Internal Rate of Return ("**IRR**"), based on the variant of InstaCredit provided:

- a. For InstaCredit of Rs. 5000/ (at annualized ROI @ 28%)- IRR 41%
- b. For InstaCredit of Rs. 7000/ (at annualized ROI @ 19%)- IRR 31%
- c. For InstaCredit of Rs.10000/ (at annualized ROI @ 13%)- IRR 22%

23. I hereby expressly authorize BFL, its group companies, affiliates and/or business associates and their respective representatives to send me communications regarding loans, insurance and their respective products and/or services (collectively “**Other Products**”) through telephone calls/SMSs/emails/post etc. including but not limited to promotional communications. I agree and understand that such Other Products if availed, 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 any telecommunication.

24. I hereby expressly authorize BFL to send me communications regarding the InstaCredit availed by me under these Terms and Conditions, through telephone calls/SMSes/emails/post/bitly/bots/Wallet notification/ in person communication etc.

25. Any delay in exercising or omission to exercise any right, power or remedy accruing to BFL under these Terms and Conditions shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof, nor shall the action or inaction of BFL in respect of any default or any acquiescence by it with respect to InstaCredit affect or impair any right, power or remedy of BFL in respect of any other default.

26. These Terms and Conditions shall be governed by and construed in accordance with the laws of India.

27. All claims, disputes, differences of any nature in relation to these Terms and Conditions shall be referred to the sole arbitrator appointed by BFL. I agree and confirms that the arbitration proceedings shall be conducted in English and in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the proceedings shall be held at Pune, India. Pending the passing of award including interim award, I shall be liable to perform all obligations with respect to the InstaCredit.

28. All disputes arising out of and/or in relation to these Terms and Condition, InstaCredit and/or any other document in relation to the InstaCredit shall be subject to the exclusive jurisdiction of the courts/tribunals at Pune, India.

29. I authorize BFL:

- a) To exchange, disclose, share or part with all information relating to this application to credit bureaus/credit reference agencies, its group companies, financial institutions, Credit Information Companies (“**CIC**”) or any authorized third-party agency as BFL may deem necessary or appropriate for use or processing of the said information such as Central KYC Registry and shall not hold BFL (or any of its group companies or its/

their agents/representatives) liable for the use/sharing of the information as stated above.

- b) To seek/obtain any other information, relating to me, from any third party.
- c) To procure/avail my CIBIL report and provide it to me by deducting applicable charges for the same.

## FIRST SCHEDULE

(a)	Foreclosure charges	2% on Loan outstanding amount as on date plus the applicable taxes.
(b)	Part payment charges	2% on part payment amount of Loan outstanding amount on the date plus the applicable taxes.
(c)	Bounce charges of the repayment instrument(s)	In case of default because of the repayment instrument(s) being dishonoured, BFL shall charge Rs.450/- (Incl. taxes) (Rupees Four Hundred Fifty Only) per month/per default towards its dishonour.
(d)	Rate of Interest	Insta credit of Rs.5000 -: 28% (p.a) Insta credit of Rs.7000 -: 19% (p.a) Insta credit of Rs.10000-: 13% (p.a)
(e)	<b>Penal Interest/Amount</b>	In case of delay in payment of Monthly Instalment, BFL shall charge penal interest of Rs.150/month (incl. taxes) on an amount of Monthly Instalment outstanding as on that date