



***CODE OF CONDUCT FOR DIRECT SELLING AGENTS
(DSA) /DIRECT MARKETING AGENTS (DMA) &
RECOVERY ACTIVITIES BY PARTNERS***

Version 5.0

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TABLE OF CONTENTS

Sr. No.	Chapter	Page No.
1	Introduction	7
PART - I	Code of Conduct for Direct Selling Agents (DSAs) /Direct Marketing Agents (DMAs) and its sub-agents etc	7
PART -II	Code of Conduct for DMS -Recovery Agency/Agents (RAs)	9
2	Review of the Code of Conduct for DSA/DMA & Recovery Activities by Partners	15
3	Annexure I- List of outsourced partners covered under this Code of Conduct (CoC), categorized by the nature/type of	15
4	Annexure II - Illustrative Relevant List of Dark Patterns	17

Code of Conduct for DSAs/DMA's and its sub-agents & Recovery Activities by Partners

1. Introduction

The Reserve Bank of India (RBI) has issued Directions on Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 under reference RBI/DoR/2025-26/362 DOR.MCS.REC.No.281/01-01-039/2025-26 dated November 28, 2025 and as amended from time to time vide which NBFCs are required to put in place a Board Approved Code of Conduct for Direct Selling Agents (DSA)/ Direct Marketing Agents (DMA) and their sub-agents/ Recovery Agency /Agents (RAs) and towards Microfinance borrowers.

Bajaj Finance Limited (BFL / the Company) has put in place this document. This Code of Conduct is based on RBI (NBFC-Responsible Business Conduct), Second Amendment Directions, 2026 dated June 15, 2026 and RBI (NBFC-Responsible Business Conduct), Third Amendment Directions, 2026 dated August 06, 2026. In addition to this Code of Conduct, Recovery Agency /Agents shall abide by Fair Practice Code for BFL as also its own code for collection/recovery of loan dues and repossession of security.

PART I: Code of Conduct for Direct Selling Agents (DSAs) /Direct Marketing Agents (DMAs) including its sub-agents and to applicable Outsourced Partners as per Annexure I.

This Code shall be applicable to all the arrangements between Bajaj Finance Ltd (BFL) and the DSAs / DMAs including its sub-agents and to applicable Outsourced Partners/Agencies as per Annexure I. This Code will apply to all the persons involved in selling /marketing and distribution of any loan or other financial product and related services on behalf of BFL or third-party having tie-up with BFL (i.e. BFL DSAs / DMAs & their sub-agents). The DSAs /DMAs including its sub-agents, must agree to abide by this code and other policies prior to undertaking any sale / marketing related activities on behalf of BFL. Any agent/agency found to be in violation of this Code of Conduct may be subject to appropriate disciplinary action, including blacklisting. Further, the concerned agent or agency shall promptly report to BFL any actual or suspected violation of this Code of Conduct and cooperate in any investigation or corrective action initiated by BFL. Failure to comply with this requirement may result in permanent termination of business with BFL. Before assigning any sales or marketing activities, BFL shall obtain an undertaking from the DSA/DMA and its sub-agents that they agree to abide by the Code of Conduct.

Code of Conduct for DSA/DMA including sub-agents involved in selling/marketing BFL Financial Products and Services:

- I. A customer is to be contacted for sourcing a BFL products and services only.
- II. Agent should take customer's name/contact number / address from the lists /directories / databases approved by the manager/team leader, after taking his/her customer explicit consent.
- III. DSAs/DMAs and their sub-agents shall obtain only informed and explicit customer consent after providing the applicable terms and conditions. Consent shall not be

- obtained through pre-selected options, default acceptance settings, or any process that bypasses or obscures customer review of product terms and conditions.
- IV. DSAs/DMAAs and their sub-agents shall send promotional communications only to customers who have provided explicit consent, shall honour opt-out and DND requests, and shall not hinder or discourage customers from unsubscribing from promotional communications or services.
 - V. The agent should not call a person whose name/number is flagged in any "do not disturb" list made available as per the customer details provided by BFL who have expressed their desire to be flagged as "Do Not Disturb" for promotional communication, to BFL.
 - VI. Telephonic contact and /or visits to customers must normally be limited between 09:00 Hrs. and 19:00 Hrs, subject to any default OFF or opt-out exercised by a customer under TCCCP, 2018 / TRAI guidelines for calls. Calls / visits earlier or later than the prescribed time period shall be done only when the customer has expressly given a request or authorisation to do so.
 - VII. Respect the customer's privacy and discuss the matters of her / his interest with any other individual only if the customer has given an explicit request or consent for sharing of such information.
 - VIII. Agent should not mislead or coerce the customer in purchase of any product / service offered.
 - IX. DSAs/DMAAs, their sub-agents shall clearly identify themselves, disclose their organisation name, prominently always display valid identification and shall not represent themselves as employees of Bajaj Finance Limited.
 - X. Agent should not make any false / unauthorized commitment on behalf of BFL for any facility/service.
 - XI. Agent must not accept gifts from customer or bribes of any kind. Any TME/BDE offered a bribe or payment of any kind by a customer must report the offer to his/her management teams.
 - XII. Any communication sent to the customer should be only in the mode and format approved by BFL.
 - XIII. Tele marketing activities shall be managed and controlled by a licensed and authorized telemarketing solutions provider appointed by BFL ("TMS Vendor")
 - XIV. Do not visit a customer at her / his residence / business / office without her / his explicit consent.
 - XV. Agent when visit the customer's place should,
 - Respect the personal space.
 - Do not enter the prospect's residence/office against his/her wishes.
 - If the prospect is not present and only family members/office persons are present at the time of the visit, he/she should end the visit with a request for the prospect to call back.
 - Provide his/her telephone number, supervisor's name contacts details, if asked by the customer
 - Limit discussions with the prospect to the business - maintain professional distance.
 - Agents should be appropriately dressed and well groomed.

- XVI. Make upfront disclosure of applicable fees, charges, interest rates, and key product terms while marketing / selling products / services offered by BFL.
- XVII. Communicate the terms and conditions to the customer, if he / she plans to buy the product / service and make such other information / details available which are required to understand the product / service further.
- XVIII. Provide the contact details of the customer care and the grievance redressal official, if requested by the customer.
- XIX. DSAs/DMAAs, their sub-agents shall neither mislead customers about their business or organisation name nor falsely represent themselves as BFL employees.
- XX. DSAs/DMAAs and their sub-agents shall not use any dark patterns (refer Annexure II-Illustrative relevant list of Dark Patterns), deceptive user interfaces or unfair sales practices that mislead, manipulate or influence customers into making unintended decisions and shall comply with applicable CCPA guidelines on dark patterns.
- XXI. DSAs/DMAAs and their sub-agents shall not engage in mis-selling, including sale of unsuitable products, sale based on incomplete or misleading information, sale without explicit customer consent, compulsory bundling of products/services, or any other sales practice prohibited by applicable regulatory guidelines.
- XXII. DSAs/DMAAs shall deploy only suitably trained, qualified, and certified personnel including its sub-agents for sale and marketing of financial products/services, wherever such qualification or certification is mandated by applicable regulations and/or as prescribed by BFL.
- XXIII. Agents shall also disclose key risks, customer financial commitments, lock-in conditions, exit terms and applicable penalties and provide KFS/MITC or other regulatory prescribed disclosures, wherever applicable, before obtaining customer consent

PART – II: Code of Conduct for Debt Management Services (DMS) Recovery Agency / Recovery Agents (RAs) engaged in recovery/for collection of loan dues and repossession of security.

Do's and Don'ts of communication with Customers and third party through various modes

The Recovery Agencies/Agents engaged by Bajaj Finance Ltd (BFL) must adhere to the below mentioned guidelines in the course of performing their duty as a DMS-Recovery Agent. The below guidelines shall be applicable on both recovery of loan dues from borrowers in default and collection of dues in the normal course from the borrowers who are not in default.

1. Recovery Agency Responsibilities

- i. The Recovery Agency shall ensure that all DMS Recovery Agents comply with BFL's Code of Conduct, Fair Practices Code, applicable regulatory requirements, and prescribed collection/repossession procedures, while maintaining customer confidentiality and upholding BFL's integrity and reputation. Records evidencing such compliance shall be maintained and made available to BFL upon request.

2. Information Security and Confidentiality

- i. Recovery Agency and its Recovery Agents shall access and use borrower/guarantor information only to the extent required for recovery-related activities. The Recovery Agency shall implement adequate controls, mitigants and disciplinary measures to prevent any misuse, unauthorized disclosure, sharing, or exploitation of customer information and shall be accountable for any breach thereof.
- ii. The Recovery Agency / Agent shall maintain strict confidentiality of customer and BFL information and shall not disclose, share or provide access to such information, whether written, verbal or electronic, to any unauthorised person, including other customers, competitors or third parties.

3. Recovery Agent Authorization, Identity and Professional Standards

- i. While visiting a borrower or guarantor for collection / recovery of loan dues / taking possession of security, recovery agency / agents shall identify themselves by displaying their identity card. The recovery agency / agent shall also carry an authorisation letter issued by BFL and a copy of notice issued by BFL. Only the representative(s) authorized by BFL / recovery agency shall visit the borrower's / guarantor's premises for activities related to collection / recovery of loan dues.
- ii. One should not be accompanied by any person not authorized by BFL/recovery agency for activities related to collection / recovery of loan dues.
- iii. Recovery Agency / Agents should be appropriately dressed and well groomed.
- iv. Recovery Agency / Agents must perform their role within the framework of the instructions issued in terms of process notes and specifics of collection action based on the product.
- v. Recovery Agency / Agents shall maximize the effectiveness of recovery visits through adequate pre-visit preparation and a result-oriented approach. The outcome of each visit and actions taken shall be appropriately documented in the prescribed DMS system/process.
- vi. Recovery Agency / Agents should try to interact in the language which the borrowers / guarantors can understand and are comfortable with.

4. Borrower Interaction, Communication and Privacy

- i. Borrower/Guarantor must be contacted / visited for collection /recovery of loan dues between 08:00 Hours and 19:00 hours. Calls / visits earlier or later than the prescribed time period shall be done only when the borrower / guarantor has expressly given a request or authorisation to do so. Further, the borrower's / guarantor's request to avoid call / visit at a particular time shall be honoured in normal circumstances. This requirement shall apply uniformly across all loan categories, including microfinance loans.
- ii. A Recovery Agency / Agent shall ordinarily contact a borrower / guarantor at the place of the borrower's / guarantor's choice. In the absence of any specific choice or if the borrower / guarantor fails to appear at the chosen place on two or more successive occasions, the

recovery agency / agent may contact the borrower / guarantor at the place of his / her residence or at the place of his / her business / occupation.

iii. Borrower / Guarantor's privacy should be respected.

iv. Special care and precaution to be taken while dealing with female and elderly persons .

v. Recovery Agency / Agent shall discuss the matters related to the loan dues and collection/recovery thereof only with the borrower/guarantor, as applicable.

vi.Recovery Agency / Agent is not allowed to send any communication to borrower / guarantor via SMS, Email, What's app or any other social media networks. In case, if borrower / guarantors are required to be communicated on e-mails / letters / electronic messages, the same need to be ensured through authorized BFL communication desk and any communication to the borrower / guarantor shall have prior approval of BFL and can be sent only in the mode and format approved by BFL. Further, any such written communication shall contain the name and contact details of the sender.

vii. Borrower / Guarantor should be provided with the accurate information regarding his dues and loan details.

viii. Recovery Agency / Agents should not promise or commit for any type of written communication on behalf of BFL, without any prior permission from BFL.

5. Conduct During Collection / Recovery Activities

i. During visit to borrower's / guarantor's place for collection/recovery of loan dues, decency and decorum must be maintained. Interaction with the Borrower / Guarantor and any third party must always be in polite, civilized and professional manner and they must be treated with dignity at all point in time.

ii. No written or verbal threats, abuse, rudeness or threatening and/or anonymous calls are permitted while contacting / visiting the borrowers / guarantors /third parties (Family members/relatives/friends).

iii. Recovery Agency / Agent shall avoid inappropriate occasions such as any bereavement in the family, medical emergencies, or such other calamitous occasion, or marriage functions, etc., for making calls / visits to recover loan dues from a borrower / guarantor.

iv. Strictly avoid any appearance and action which can be perceived as any criminal intimidation or threatening or violent behaviour.

v. Recovery Agency / Agent while interacting with borrowers / guarantors and third party should not resort to any false, deceptive, or misleading representation which can imply that he / she is affiliated with any of the governmental or judicial authority such as Police, Advocate etc.

vi. Recovery Agency / Agents should not mislead the borrowers / guarantors on the action proposed and consequences thereof.

vii. Maintain a reasonable distance from the borrower / guarantor and no physical contact with the borrower / guarantor / third party and in no scenario obstruct their movement.

viii. Recovery Agency / Agents are required to share the name of borrowers / guarantors to BFL who becomes abusive or threatening. All such instances should be appropriately documented.

ix. All assistance should be given to resolve disputes or differences in a mutually acceptable way.

6. Collection, Payment and Repossession Requirements

i. Recovery Agency / Agent should collect loan payments through only authorized payment channels.

ii. Borrower / Guarantor must be promptly provided authorized payment acknowledgement/receipt on collection / recovery of loan dues and collected amount must be remitted to BFL within 24 hours of payment.

iii. Notice would be given before repossession of security and its realization.

7. Prohibited / Harsh Recovery Practices

i. Recovery Agency / Agents shall not engage in any harsh methods towards collection / recovery. Without limiting the general application of the foregoing, following practices shall be deemed as harsh:

(1) Use of minatory or abusive language.

(2) Use of social media for posting video / audio recordings or personal details of the borrower / guarantor.

(3) Sending inappropriate messages either on mobile or through social media.

(4) Excessively calling / messaging to the borrower / guarantor and / or calling / messaging outside the prescribed hours.

(5) Making threatening and / or anonymous calls.

(6) Intimidating or harassing the borrower / guarantor and / or his / her relatives, referees, friends, or co-workers in either verbal, physical or any other manner, including acts intended to humiliate them publicly or intruding upon their privacy.

(7) Use or threat of use of violence or other similar means to harm the borrower / guarantor or their family / assets / reputation.

(8) Making false or misleading representations to the borrower / guarantor, especially about the extent of the debt or the consequences of non-repayment.

8. Additional Code of Conduct Applicable for Microfinance Loans (MFI) Only

i. In case of microfinance loans, collection / recovery shall be made at a designated / central designated place decided mutually by the borrower and BFL. However, field staff shall be allowed to make collection / recovery at the place of residence or work of the borrower if the borrower fails to appear at the designated / central designated place on two or more successive occasions.

9. Consequences of Non-Compliance

Non-adherence of the above code will lead to strict action against the partner (Recovery Agency/Agent) and can lead to penalty and termination of services.

Do's and Don'ts for Recovery Agency / Agents (RAs):

Key Areas	Do's	Don'ts
i) Appearance	<ul style="list-style-type: none">• Well groomed with proper hair cut• Clean shave, well maintained beard	
ii) Dress Codes	<ul style="list-style-type: none">• Light color shirts, well ironed shirt, shirt sleeves preferably buttoned down.• Well ironed, creased trousers of dark shade• In winter, a coat / plain pullover• Formal Shoes	
iii) Belongings	<ul style="list-style-type: none">• Receipt Book• Minimal Stationary• Code of Conduct• Identity Card issued by the NBFC and recovery agency• Authorisation Letter issued by NBFC/Recovery agency• Copy of the notice issued by NBFC	
iv) Ethics		Recovery Agency / Agent/s should not make any verbal or written promises to borrower / guarantor without confirmation from supervisor / BFL on matters outside his preview e.g. an ad hoc settlement / product features.
v) Confidentiality		Unauthorized information written or verbal cannot be divulged to any customer/competitor/any other person (for eg: Photocopy of stat card, showing previous trails of customers.
vi) Process/ Product Discipline	Recovery agency / agent(s) will perform their role within the framework of the instructions issued to them in terms of process notes and specifics of collection action based on the product.	

vii) Maximize Effectiveness	Recovery agency / Agents shall maximize the effectiveness of recovery visits through adequate pre-visit preparation and a result-oriented approach. The outcome of each visit and actions taken shall be appropriately documented in the prescribed DMS system/process.	
viii) Proximity	Maintain a reasonable distance from the customer / other persons.	<ul style="list-style-type: none"> • No physical contact with the customer / other persons. • No obstruction to customer / other person movement.

2. Review of the Code of Conduct for DSA/DMA's and its sub-agents & Recovery Activities etc by Partners

The Code of Conduct will be reviewed annually. However, changes, if any, will be made from time to time based on the changes in Regulatory and Statutory Guidelines, various laws and RBI guidelines. The Outsourcing Risk committee shall be authorized to approve modifications to the Code of Conduct from time to time. Any substantial change may be approved by the Board of Directors.

Annexure I- List of outsourced partners covered under this Code of Conduct (CoC), categorized by the nature/type of services.

Sr. No.	Nature Of Services	Final Nomenclature Of Nature Of Services As Per System Tagging	Type Of Services	COC Applicability
1	Sourcing	Sourcing Of Loans - ASSC	Authorized Sales & Service Centre (ASSC)	Part I
2	Call Centre-Sourcing/Servicing	1. Sourcing of Loans & Service - Call Center; 2. Sourcing Of Loans - Call Center;	Call Centers	Part I
3	Verification	Verification-Channel Partner	Channel Partner	Part I & II
4	Collection And Repossession Services	Collection Of Cust Funds-Agency;	Collection And Repossession Services	Part II
5	Collection And Repossession Services	Collection Of Cust Funds-Call Center	Call Center	Part II
6	Sourcing	Sourcing Of Loans - Dealer (B2B)	Dealer (B2B)	Part I
7	Sourcing	Sourcing Of Loans - Dealer (Wheels)	Dealer (Wheels)	Part I
8	Sourcing	Sourcing Of Loans - Dealer (Interest Subsidy Agreement)	Dealer Medical Service Provider (Interest Subsidy Agreement)	Part I
9	Sourcing & Cash Collection	Direct Cash Collection (DCC)	Direct Cash Collection (DCC)	Part I & II
10	Sourcing	Sourcing Of Loans - DSA;	Direct Selling Agents/DMA's And Its Sub-Agents	Part I
11	Sourcing	Sourcing Of Loans - IBA	Independent Business Agent (IBA)	Part I
12	Recovery	Collection Of Cust Funds-ICA	Independent Collection Agent (ICA)	Part II

13	FD Sourcing	Sourcing Of Customer Deposits – IFA	Independent Financial Advisor (IFA)	Part I
14	LSP Services	Sourcing Of Loans - LSP	Lending Service Provider (LSP)s	Part I & II
15	Recovery	Recovery Agency	Recovery Agents	Part II
16	Risk Verification	Risk Verification	Risk Containment Services	Part I
17	Risk Due Diligence	Risk Due Diligence	Risk Due Diligence (RDD)	Part I

Annexure II – Illustrative Relevant List of Dark Patterns

(1) False Urgency: Falsely stating or implying the sense of urgency or scarcity so as to mislead a user into making an immediate purchase or taking an immediate action, which may lead to a purchase.

Illustrations: (i) Advertising / notifying customers that charges / fees for certain products / services will increase after a specific date, thereby pushing customers to sign up quickly without comparing with other available options. (ii) Offering pre-approved loans at attractive interest rates and luring the customer that the interest rate of the loan is likely to rise if the offer is not availed. (iii) Displaying countdown timers on the NBFC's website or app for promotional offers / cashback / reward points, forcing users to act fast to benefit from the deal. (iv) Using phrases like 'Act Now', 'Hurry', 'Limited Time Only', or 'Offer Ends Soon' in communications, thereby, inducing a sense of urgency, leading customers to act faster than they might otherwise.

(2) Basket Sneaking: Inclusion of additional items such as product / services, payments to charity or donation at the time of checko6

ut from a platform, without the consent of the user, such that the total amount payable by the user is more than the amount payable for the product / service chosen by the user. 11 Provided that addition of necessary fees disclosed at the time of purchase or providing complimentary services shall not be considered as basket sneaking. Illustration: Selecting additional products / services by default, on behalf of the customer, e.g., adding protection against online fraud / loan protection insurance by default during the loan application process.

(3) Confirm Shaming: Using a phrase, video, audio or any other means to create a sense of fear or shame or ridicule or guilt in the mind of the user so as to nudge the user to act in a certain way that results in the user purchasing a product / service from the platform or continuing a subscription of a service, primarily for the purpose of making commercial gains by subverting consumer choice. Illustrations: (i) Displaying a message like, "Are you sure you want to miss out on exclusive offers and updates?" or "No, I prefer to stay uninformed about great deals," while customer attempts to unsubscribe from marketing emails, implying that opting out is unwise. (ii) If a customer decides against adding a service, such as protection against fraud, displaying a message like, "No, I don't want extra security for my account," making the customer feel irresponsible.

(4) Forced Action: Forcing a user into taking an action that would require the user to buy an additional product or subscribe or sign up for an unrelated service or share personal information in order to buy or subscribe to the product / service originally intended by the user. Illustrations: (i) Displaying pop-up advertisements for own or third-party products / services in digital channels which cannot be closed without redirection to the concerned products / services. For example, pop-up after logging in to mobile application which leads to personal loan section even if user clicks on the exit / closure button of the pop-up. (ii) Requesting for access to personal data like contact list, camera, data storage, location, etc. without which the registration for the NBFC's services cannot be completed / the application

cannot be used. 12 However, if such request is made to ensure compliance with regulatory instructions and the same has been transparently disclosed to the customer, it shall not be construed as a forced action.

(5) Subscription Trap: The process of - (i) making cancellation of a paid subscription impossible or a complex and lengthy process; or (ii) hiding the cancellation option of a subscription; or (iii) forcing a user to provide payment details or authorisation for auto debits for availing a free subscription; or (iv) making the instructions related to cancellation of subscription ambiguous, latent, confusing, cumbersome. Illustration: Making it easy for customers to sign up for a product / service (e.g. credit card, insurance product, etc.) but making the procedure for cancelling the same significantly cumbersome like not providing a direct link for cancellation, keeping the cancellation option in complex navigation requiring multiple confirmation steps.

(6) Interface Interference: A design element that manipulates the user interface in ways that (i) highlights certain specific information; and (ii) obscures other relevant information relative to the other information; to misdirect a user from taking an action as desired. Illustrations: (i) Displaying the preferable option for the NBFC in bright colours / bold fonts on website / mobile app. (ii) Default choice for consent being 'Yes' in various menu options on website / mobile app. (iii) Embedding information related to / options on how to close account, delete personal data, etc., deep in the user interface rather than being made easily accessible.

(7) Bait and Switch: The practice of advertising a particular outcome based on the user's action but deceptively serving an alternate outcome. Illustrations: 13 (i) Advertising a lower interest rate initially and charging a higher interest rate at the time of actually applying for a loan, at times accompanied by non-disclosure of processing fees and other charges upfront. (iii) Nudging customers to make more number of transactions to receive cashbacks / rewards, whereas the fine print imposes certain additional conditions for actually availing the cashback / rewards. (iv) Offering customers life-time free credit cards, without disclosing the condition of minimum value of transactions required or any other pre condition for waiver of annual fee.

(8) Drip Pricing: A practice whereby - (i) elements of prices are not revealed upfront or are revealed surreptitiously within the user experience; or (ii) revealing the price post-confirmation of purchase i.e., charging an amount higher than the amount disclosed at the time of checkout; or (iii) a product or service is advertised as free without appropriate disclosure of the fact that the continuation of use requires in-app purchase; or (iv) a user is prevented from availing a service which is already paid for unless something additional is purchased. Illustration: Not revealing processing fees and other charges upfront

(9) Disguised Advertisement: A practice of posing, masking advertisements as other types of content such as user generated content or new articles or false advertisements, which are designed to blend in with the rest of an interface in order to trick customers into clicking on them. Illustrations: (i) Sending push notifications through mobile application or emails that appear to be urgent account alerts or important updates but, in effect, are

advertisements for new services or promotions, such as, "Important: Your account might benefit from this new feature!". (ii) When searching for specific features or services on website / mobile application, showing products or services beneficial to the NBFC at the top of the results.

(10) Nagging: A dark pattern practice due to which a user is disrupted and annoyed by repeated and persistent interactions, in the form of requests, information, options, or interruptions, to effectuate a transaction and make some commercial gains, unless specifically permitted by the user. Illustrations: (i) Repeatedly asking the customer to enable non-essential cookies on website / mobile application despite the customer having refused earlier. (ii) Inserting multiple dialogue boxes (e.g., for seeking reviews) and asking the customer to mandatorily select an option before allowing him / her to leave the application / website.

(11) Trick Wording: Deliberate use of confusing or vague language like confusing wording, double negatives, or other similar tricks, in order to misguide or misdirect a user from taking desired action or leading consumer to take a specific response or action. Illustrations: (i) Using confusing double negatives to trick users into opting for promotional emails or additional services, e.g., a checkbox that says, "Uncheck this box if you do not want to receive offers" (ii) When adjusting privacy settings, a question like, "Do you want to disable data sharing?" with options "Enable" and "Disable" can be confusing, leading users to inadvertently enable data sharing."