

BFL PARTNER ONE APP

GENERAL TERMS & CONDITIONS OF USE ("Terms of Use")

Last updated as on 2nd June 2021

Version: BFL-Partner One Term of Use/1.00

*YOU (defined hereunder) accept these general terms and conditions of use (hereinafter defined as "**Terms of Use**") by virtue of your acts and deeds performed electrically/online to install, access and use the mobile software application of **Bajaj Finance Limited ("BFL" or "We" or "Our")** as legally binding on You as licensed user (defined hereunder). IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APPLICATION AND YOU MUST DISCONTINUE USE IMMEDIATELY.*

By downloading, registering, accessing, browsing, and/or using the **BFL Partner One App** to sale, promote and market **BFL Product & Services**, YOU expressly agree to have read, understood and accepted the Terms of Use. Upon commencement of your access / usage and by submitting your **one-time electronic Acceptance / confirmation/authentication** either through a registered mobile phone or email address or both submitted to BFL is construed as deemed acceptance. If any of these Terms of Use conflict with any other document/electronic record in this behalf, these terms and conditions shall prevail, until further changes/ modifications are notified by the BFL.

By checking the '**I Accept**' button at the end of the these terms and conditions and by submitting the one-time password ("**OTP**") sent by BFL, you hereby agree, acknowledge and confirm that: (i) You are at least 18 years of age, (ii) can understand, read and write in the English language, (iii) you have not been declared insolvent and/or barred by any law from entering into a contract with BFL, , (iv) the details provided by you under this application form are true and correct and legally binding on you. You also confirm that as on the date of applying through this application to be onboarded as a Partner and execution of any agreements for such registration, there are/shall be no litigations including any criminal proceedings initiated or pending against you.

In this Terms of Use, the term or word "We", "Us" or "Our" severely refers to the "Bajaj Finance Limited" or "BFL" and the word "You" or "Your" or "Partner" refers to the an individual and non-individual Partner represented by eligible natural person accessing, browsing, downloading and using the **BFL Partner One App** (defined hereunder) to promote, sale and market the various products & services of BFL for their business gain;

1. DEFINITIONS

Unless indicated otherwise, the capitalized terms listed below shall have the following meanings:-

- (a) "**Account**" shall mean & include Your various relationship account with BFL in capacity of Partner to plan, operate and market its various products & services;
- (b) "**Agreement**" means and includes a formal Agreement to be executed to become BFL Partner together with all the schedules, exhibits, addendums, and attachments annexed thereto and all amendments/supplements hereto by using BGL Partner App;

(c) **"Affiliate"** means a subsidiary company, holding company and / or associate company of BFL or any other subsidiary of the holding company, where subsidiary company, holding company and associate company shall have the meanings ascribed to such terms in the Companies Act, 2013, as amended from time to time.

(d) **"Applicable Law(s)"** shall mean all applicable central, state and local laws, statute, regulations, orders or directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law.

(e) **"Bajaj Finance Ltd"** or **"BFL"** is a company incorporated within the provision of the Companies Act 2013 with its registered office at Mumbai- Pune Road, Akurdi, Pune 411035, CIN number L65910MH1987PLC042961 , and a Corporate Office at Bajaj Finance Ltd, 4th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road, Viman Nagar, Pune – 411014, Maharashtra, India is a deposit accepting non-banking finance company inter alia engaged in the business of providing personal loans, [consumer finance](#), SME (Small and Medium-sized Enterprises) and commercial lending, Investment and [Wealth Management](#).

(f) **"BFL Partner One App"** shall mean and include a mobile software application of BFL to be used for empanelling the Partner(s).;

(g) **"BFL Products / Services"** shall mean and include various products and services of BFL such as loans, and terms deposit / fixed deposit, third party products such as distribution of insurance products, mutual funds and extended warranty or such other products and services made available by BFL from time to time for the intending Customer.

(h) **"CKYC"** shall mean Central KYC an initiative of the Government of India managed by CERSAI (Central Registry of Securitization Asset Reconstruction and Security Interest of India) to act as and to perform the functions of the Central KYC Records Registry under the PMLA (Prevention of Money-Laundering) rules 2005, including receiving, storing, safeguarding and retrieving the KYC records in the digital form.

(i) **"Charge(s)"** or **"Service Charge"** or **"Fees"** shall mean the charges which will be payable by the BFL You for the services provided by You as per mutually terms & conditions as stipulated in Agreement;

(j) **"KYC"** shall mean Know Your Customers process compliance to be ensured by BFL, in accordance with various RBI mandate and in order to empanel a Partner;

(k) **"OTP"** means the One Time Password received by you on your registered mobile number for accepting "Terms of Use" and Your covenants recorded in writing in the Agreement to sale, promote and market the BFL Products / Services;

(l) **"Personal Information"** means data / information about or relating to a natural person who is directly or indirectly identifiable including information or an opinion forming part of a database, whether true or not, and whether recorded in material form or not, about an individual or natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion or data within the meaning of the Information Technology (Reasonable Security Practices and Procedures

and Sensitive Personal Data or information), rules 2011 and any other applicable laws as the case may be;

(m) **"Partner"** shall mean and include YOU working as Direct Selling Agent (DSA), ASCC, Deposit Agent (DA), Merchant, Dealer, Independent Business Agent (IBA), Independent Financial Advisor (IFA) and any other category of business associates / vendors / partners to promote, sale and market the products & services of BFL and source & generate the leads;

(n) **"Sensitive Personal Information"** shall mean such personal data / information relating to a natural person or entity recognized in terms of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or information), rules 2011 and any other sectorial regulations, laws in force / applicable;

(o) **"TCCPR Guidelines"** shall mean the Telecom Commercial Communications Customer Preference Regulations, 2018 as amended from time to time by the Telecom Regulatory Authority of India ("TRAI") to regulate and monitor unsolicited commercial calls.

(p) **"RBI"** shall mean Reserve Bank of India.

(q) **"You" or "Your" or "Partner"** shall mean an individual person and/or non-individual entities, who has downloaded and registered the BFL Partner One App to promote, sale and market the various BFL Products & Services by accepting the Term of Use of the mobile application and Agreement executed in connection thereto;

2. INTERPRETATION

(a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

(b) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

(c) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms & Conditions.

(d) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

3. DOCUMENTATION

(a) The collection, verification, audit and maintenance of Your correct and updated information is a continuous process and BFL reserves its right, at point of any time, to take steps as necessary to ensure compliance with all relevant and applicable KYC requirements of RBI.

(b) BFL reserves the right to discontinue your access to its BFL Partner One App at any time if there are discrepancies in information and/or documentation provided by the You in order to download, access and use the same.

(c) You shall oblige and comply with all the applicable documentation requirement in order to become the Partner of BFL.

4. SCOPE

You are permitted as user of BFL Partner App subject to your acceptance to these Terms of Use and the Agreement executed in order to become Partner. Your use and access of this mobile application shall be limited, supervised and monitored by BFL policies and regulatory mandate.

5. ELIGIBILITY

You by downloading, installing, accessing/logging in, browsing or otherwise using the BFL Partner One App hereby represents and warrants that you are an “eligible individual” being:

- a) 18 (eighteen) years of age or above;
- b) is a citizen of India;
- c) is capable of entering into a legally binding agreement; and
- d) is not barred or otherwise legally prohibited from becoming Partner to promote, sale and market the products & services of BFL;
- e) is duly authorized by the entity on whose behalf you are accepting the terms and conditions of this BFL Partner One App and Agreement through valid “Board Resolution/ Authority Letter/Power of Attorney” or such other authorization document recognized under law and accepted by the BFL, as the case may be. You further acknowledge and agree that you shall solely use the BFL Partner One Apps as on license basis to maintain your relationship with BFL and in order to avail the various products & services being made available through the same. If you allow any individual to use your BFL Partner One App, such usage being not appropriate and not permitted by BFL in any manner, and you shall be solely responsible and accountable for any consequences thereof including all actions / consequences.
- f) In addition to the above-mentioned requirements, You may also have to fulfil and meet additional criteria but not limited to execution of Agreement as may be specified by BFL from time to time.

6. Any change in the Account status or change of address or change in mobile number and email ID shall be immediately informed to BFL and shall duly get the same changed in the records of BFL, failing which you shall be responsible for any non-receipt of communication/deliverables/transactional messages or the same being delivered at the old address/mobile number so registered in the records of BFL. You hereby agree and understand that your access to the electronic transaction services/mobile app may be restricted in case of invalid mobile number. You shall be solely liable and shall keep BFL, and its directors, employees, representatives, and permitted assigns indemnified against any claim, suit, threat of suit, proceeding, notice etc. in case of any delay or failure on part of the you to inform the same to BFL thereby leading to any unauthorized access to and/or usage of your account details/credentials.

7. You hereby put to notice that BFL has adopted the best security procedures to carry out your verification based on the OTP delivered to your mobile number registered with BFL in conjunction with the password for signing in to the App and/or the passcode set by you for undertaking any transactions and/or any other procedure as informed by BFL from time to time. You understand that these

procedures are recognized under Sections the Information Technology Act 2000 which lay down the procedure for authentication of electronic records providing that a subscriber authenticate the same by affixing his digital signature and in relation to legal recognition to digital signature for authentication of electronic records respectively. You hereby convey full comprehension of and acceptance to the abovementioned security procedures followed by BFL and further agrees and understands that any unauthorized disclosure, access, breach and/or use of the same can put the security of your account at risk. You therefore hereby agrees and understands that in order to avoid any legal risks arising out of the usage of the abovementioned procedures of BFL, you shall maintain complete confidentiality, secrecy, possession and protection of the mobile phone/device, App, security procedure related details and/or verification parameters including but not limited to the registered mobile number, password and passcode set by you or any other procedure as may be communicated by BFL at its sole discretion.

8. You hereby understand and agree that failure and/or delay to furnish details so required by BFL to comply with its legal/statutory/regulatory obligations may result in closure of the Account and/or placement of restrictions on the Account by BFL after due notice(s) to You.

9. YOUR OBLIGATIONS WHEN USING AND ACCESSING THE BFL PARTNER ONE APP

a) You agree **NOT** to use BFL Partner One App: (i) for making any fraudulent transactions, and (ii) for purposes that are unlawful, illegal or forbidden by these Terms of Use 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 BFL Partner One App and/or BFL Products & Services (or any portions thereof) as Partner;

b) You shall be solely responsible for maintaining the confidentiality and security of your BFL Partner One App Account, password, PIN, OTP, login details etc ("**Credentials**") and activities that occur in or through your BFL Partner One App Account. Further BFL shall not be liable for any loss/damage caused to the You, in any manner whatsoever, arising out of/in relation to, misuse of Your Credentials of, with or without your knowledge.

c) You further agree **NOT TO**:

(i) host, display, upload, modify, publish, transmit, update or share any material or information that: (a) belongs to another person and to which you do not have any right to; (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of any other individual's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; (c) harm minors in any way; (d) deceive(s) or mislead(s) the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (e) impersonates another person; (f) **contains software viruses, worms, trojans, spyware, adware, software disabling codes, other malicious or intrusive software, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource or any spyware**; (g) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation; (h) infringes the intellectual property rights, legal rights, or interests of any third party; (i) adversely interferes with the working of the BFL Partner One App or parts thereof, and or modifies or disables any of the functionality and/or the settings of the

BFL Partner One App, including without limitation any security measures deployed on the BFL Partner One App.

(ii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

(iii) Violate any code of conduct or other guidelines, which may be applicable for or to any portion of BFL Partner One App.

(iv) Violate any applicable laws for the time being in force in or outside India;

(v) Attempt to gain unauthorized access to any portion or feature of BFL Partner One App, or any other systems or networks connected to BFL Partner One App or to any server, computer, network, or to any of the services offered on or through BFL Partner One App by hacking, password “mining” or any other illegitimate means;

(vi) Reproduce, duplicate, copy, sell, resell or exploit any portion or feature of BFL Partner One App, in any manner whatsoever;

(vii) Probe, scan or test the vulnerability of BFL Partner One App or any network connected to BFL Partner One App or breach the security or authentication measures on BFL Partner One App or any network connected to BFL Partner One App;

d) Reverse look-up, trace or seek to trace any information including but not limited to your IP Address, Device IMEI, cookies, Device Serial Number etc while accessing and using the BFL Partner One App.

10. PRIVACY TERMS

You hereby acknowledge and agree that BFL can collect, hold, use and transfer your personal data in accordance its Privacy Terms [available at (<https://www.bajajfinserv.in/privacy-policy>)], The manner of such collection, usage, processing and storage of your personal data will be as under : -

10.1. **Type of information collected:** BFL collects/ will collect such information that is necessary for the specified, and lawful purposes of rendering the **BFL Products / Services** and BFL will not further process the same in a manner that is inconsistent with the said purposes. Further, BFL does not transfer, sell or subject your information/data to any other purpose, other than for the limited purpose of promoting the business carried by BFL. BFL may collect the following types of information: -

(a) Information provided by You:

-

(i) When you commence using the BFL Partner One App, BFL may ask you to provide certain information as part of the registration process/login process/sign-up process, and in the course of your interface with the same. BFL may collect the information through various online sources, including through account registration forms, contact us forms, or when you interact with the support team of BFL.

(ii) At the time of registration/login/ sign-up to the BFL Partner One Apps and/or while promoting and selling the **Products & Services of BFL**, BFL may ask or possess your following information: -

- o Name (First Name, Middle Name and Last Name);
- o Mobile Number;
- o IP Address
- o Location Access with Latitude & Longitude
- o Device IMEI & Model
- o Email ID;
- o UUID
- o Device ID
- o Date of Birth;
- o PAN Card;
- o Subject to applicable law, documents as may be required for KYC Compliance.

(iii) Pursuant to the features of the BFL Partner One App or use of the by you, from time to time, BFL may seek additional information including address, payment or banking information, credit/debit card details and any other governmental identification numbers or documents, in accordance with the applicable law. You may choose to provide such additional information if he/she chooses to avail the said feature of the BFL Partner One App.

(b) Information captured while using/browsing BFL Partner One App:

(i) You acknowledge and agree that all information collected by BFL is on an “as-is” basis and BFL shall not be responsible for the authenticity of the information provided by such You.

(ii) BFL collects your information as per your use and browse in BFL Partner One App through various technologies/applications. This includes transaction details related to you, including the manner of sale. Promote and market the various the type of services.

(iii) Further, depending on the rewards/offers claimed/availed by you, BFL also collects the order details, delivery information etc.

(iv) BFL may from time to time, during the course of your utilisation of the BFL Partner One App, **require access to certain additional information only after obtaining such additional explicit consent.** Such additional information may include: (i) Your SMS information of financial transaction stored on your device, (ii) Your location information (**IP address, Location Name, longitude and latitude information**), for verifying the location to verify location and to check the feasibility of BFL Partner One App's serviceability, (iii) Your device and/or call log details/ contact details, to prevent fraud and to stop unauthorized device access of BFL Partner One App on your behalf, and (iv) Your email details/access to verify your credentials.

(c) Information Collected from Third Parties:

(a) BFL may, upon receiving your consent, request certain third parties to provide information about you to further personalize your experience on BFL Partner One App, and provide certain services that cannot be accessed by all users of the BFL Partner One App.

(b) BFL may collect your credit related information (e.g. credit score) from third parties (e.g. Credit Information Companies, Central KYC Registry) under a contract.

(c) BFL may receive additional information about you, such as information to help detect fraud and safety issues, from third party service providers and/or partners, and combine it with information BFL holding about you. BFL may receive information about you and your activities through partnerships, or about your experiences and interactions from BFL partner networks.

10.2. How the collected Information is used

(i) Your information is collected for providing better service in order to allow YOU to use the BFL Partner One App to effectively promote, sale and market its various products/services, and to comply with applicable laws / regulations (if any). You hereby agree and acknowledge that BFL may, to the extent permitted by applicable law/regulations, share or process your information in connection with YOUR use and access of the BFL Partner One App with its group companies, subsidiaries, affiliates, service provider, partner, agencies and/or any third party, including but not limited to the purposes, such as, to facilitate YOUR to effectively run and operate the BFL Partner One App.

(ii) BFL may utilise your information for the following purposes: -

- a) To curate/optimize loan related offers and rewards customized for you;
- b) To curate specific financial product/other products for you based on your financial transactions, investments, and past financial behaviour.
- c) To improve the services of BFL Partner One App, BFL may also collect other types of information which are not directly or indirectly linked to a you and which is aggregated, anonymized or de-identified, as the case may be.
- d) Providing, processing, maintaining, improving and developing BFL Partner One App for you.
- e) Communicating you about BFL Partner One App, or addressing any general queries, such as updates, support, or information about our events or notices.
- f) Conducting marketing related activities, such as providing marketing and promotional materials.

- g) Analysing statistical information about the use of BFL Partner One App to improve to improve its functionality.
- h) Storing and maintaining your information for complying with our legal obligations.
- i) Reverse look-up, trace or seek to trace any information about your based on the Cookies, IP Address, & Device details logs in order to meet its legal or regulatory or recovery obligation in connection with its products / services.

(iii) Following is an illustrative list of activities (which are inclusive only, but not exhaustive in nature) whereby BFL may further use your information for: -

- a) **Creating Account**: Setting up your BFL Partner One App account and for availing same;
- b) **Identifying devices**: Device related information and application related information may be used to identify Devices when you use/access BFL Partner One App;
- c) **Verification**: BFL uses information to verify your identity and to ensure that there is no log-in by any unauthorized persons.
- d) **Managing risks and conducting anti-fraud checks**: Device related information as well as your contacts, SMS, location and information may be used to control risk, detect fraud and provide better services to the you;
- e) **Diagnosing service failures**: Logs information may be used to help diagnose service or technical problems and maintain security.
- f) **Conducting data analysis**: Device related information and application related information may be used to analyse and develop statistical information on use of BFL services to improve the quality of services provided to you;
- g) **Improve experience**: BFL may analyse your usage data availed from BFL Partner One App to improve its service experience for you.
- h) **Collect your feedback**: In order to follow up on the feedback that you have chosen to provide, BFL may correspond with you for utilising the information provided and may keep records of the same.
- i) **Sending notices**: From time to time, BFL may use your information to send important notices, such as communications about changes to the terms, conditions, and policies.
- j) **Applicable Law**: As per prevailing laws.

(iv) BFL may utilise your name, phone number, email address and BFL Partner One App Account details (if any), to promote marketing of its various products & services. You shall have the right to opt out from receiving promotional communications from BFL by sending an email to **[wecare@bajajfinserv.in]** and / or by clicking on the unsubscribe link sent in your SMS or email.

11. Cookies

BFL uses data collection devices such as “cookies”, etc. on certain parts of the BFL Partner One App to help and analyse the same. The BFL products and services may be offered to you based on your access or interaction to the BFL Partner One App. For the sake of clarity, “cookies” are small files which are accessed either on the web/mobile platform and/or placed on your device hard-drive/storage that assist in providing the services. Please be informed that BFL may offer certain features via the BFL Partner One App that may only be available through use of a “cookie”.

12. TERMINATION/SUSPENSION

BFL reserves the right to terminate or prohibit your access to the BFL Partner One Apps. BFL may temporarily or permanently suspend or block access to the BFL Partner One App Account, if you violate any of these covenants herein or if it has reason to believe that there is suspicious or unusual activity being carried out by the you. You may reach out to grievanceredressalteam@bajajfinserv.in for any assistance if any need by you as a result of the afore-mentioned suspension/ deletion to resolve the same.

12.1. You agree and acknowledge that, BFL may at its sole discretion without assigning any reason, terminate your account with BFL Partner One App at any time by giving you 30 calendar days notice. Provided no such notice period requirement shall arise in case of any breach by you of these Terms of Use

13. INDEMNITY

You agree to defend, indemnify and hold harmless BFL, its promoters, officers, directors, employees and agents, partners, co-branders, 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 BFL Partner One App;
- b) Your violation of any of these terms, including but not limited to Terms of Use and/or Privacy Policy;
- 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 BFL Partner One App for any wrongful manner.

14. DAMAGES AND LIMITATION OF LIABILITY

I. Notwithstanding anything contained in these Terms 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: -

- (a) 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);
- (b) 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;
- (c) any loss or damage arising as a result of improper usage or malfunction of any computer or mobile phone or other telecommunications equipment used to access BFL's products/services or incompatibility thereof with our systems;

(d) Additionally, BFL shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest for unsuccessful crediting or debiting of money through the use of BFL's products/services, unless the same is directly attributable to wilful default or gross negligence on the part of BFL. Further BFL shall not be liable for any loss suffered by You or any third party arising from and in connection with your registration of, access to and use of BFL Partner One App / website/App except where such loss is solely and directly attributable to BFL's gross negligence or wilful default.

II. 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: -

(a) 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;

(b) Use of BFL Partner One App by third persons/parties, whether authorised or unauthorised by You;

(c) transfer of funds to the wrong mobile number/recipient/account by You;

(d) Theft or loss of your mobile phone/device, hardware and/or equipment on which the app is installed;

(e) Your inability to effect or complete any transaction due to system maintenance or breakdown/non-availability of the BFL Partner One App / App / website or any network;

(f) You being deprived of the use of the App/website as a consequence of any act or omission by BFL for any reason including but not limited to 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.

III. Notwithstanding anything to the contrary, in no event, shall BFL or any of its directors, employees, agents and/or personnel, be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Terms of Use, the platform or any reference site, app, products or services; or (ii) Your use or inability to use the reference site, app, products or services or any reference site; or (iii) any other interactions with BFL; however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess Rs. 101, or the amount as mentioned under the RBI guidelines and/or any other laws, whichever is higher.

IV. You acknowledge and agree that BFL has offered its products and services, set its prices, in reliance upon the warranty disclaimers and the limitations of liability set forth herein. The warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and BFL, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and BFL.

V. This section shall survive even after the termination of your Account and/or Agreement and/or BFL Partner One App

15. CONSENT TO ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

(a) You consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or SMS or app based notification or any other electronic means. All the electronic communications shall be deemed to have been received by You when BFL sends to your e-mail address/mobile number as per our records or when BFL posts an electronic communication on the BFL Partner One App platform.

(b) BFL may send any communications/letters etc. through courier/registered post/messenger/email/SMS/in app notifications or through any other mode at its discretion and BFL shall not be liable for any delay arising there from or for any errors or issues in the address/mobile number as provided by You. The same shall be the sole responsibility of the You.

16. RECORDS OF TRANSACTIONS:

The records of transactions on BFL Partner One App platform shall be conclusive against you and the same shall be binding on you except in the case of inadvertent computation and/or manifest error. In case there are no transactions initiated by you or you are not using and/or accessing the BFL Partner One App for a continuous period of 5 year(s) then your access to the BFL Partner One App shall get suspended and the same shall get activated subject to required formalities as desired by BFL.

BFL shall be entitled at its discretion to engage/avail of, at the risk and cost of the services of any person/third party service provider/agent/agency, for anything required to be done for/in relation to/pursuant to any of the products/services offered, getting or verifying any of your information/Your assets, and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as BFL may deem fit.

17. 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 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, outstanding payable by You in the Agreement.

(b) Further, you hereby also grant and confirm the existence of the right of lien and set-off with BFL, which BFL may 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 in BFL Account 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 of the exercise of the right of lien and set-off by BFL. BFL shall also be entitled to free your

Account or remit the amount standing to the credit of the account(s) whether jointly or singly, as the case may be, to the concerned authority without any notice to you pursuant to the receipt of any notice or direction to that effect from any statutory/regulatory/legal/investigative authorities.

18. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

a) BFL Partner One App is protected by copyright, trademarks, patents, trade secret and/or other intellectual property laws. No information, content or material from the BFL Partner One App may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without BFL's express written permission. The You are hereby given a limited permission to use the BFL Partner One App, subject to his/her agreement of these Terms of Use.

b) By uploading, submitting, storing , sending or receiving content that may include feedback to or through BFL Partner One App, You grants BFL unconditional permission to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. The permission so granted by You in favour of BFL is for the limited purpose of operating, promoting, and improving the BFL Partner One App and various services, offered by itself and/or through any of its group companies, subsidiaries, affiliates, service providers, agents, and also to develop new features and services.

19. TAX LIABILITY

You hereby agrees to comply with any and all applicable tax laws in connection with use of the BFL Partner One App including without limitation, the reporting and payment of any taxes arising in connection with payments made through the BFL Partner One App, or funds/income received.

20. LICENSE AND ACCESS

a) BFL is the sole owner of all rights, titles and interest including any and all intellectual property rights in BFL Partner One App.

b) BFL grants you a limited permission to access and use BFL Partner One App for personal, non-commercial use and the same is non-transferable and it does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in BFL Partner One App or the services provided thereon. You do not have the right to use any of BFL's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

c) Any unauthorized use of BFL Partner One App shall trigger breach of these terms and would result in legal action being initiated by BFL against the You under the prevailing laws.

21. FORCE MAJEURE

BFL shall not be held responsible for any damage, loss, non-availability of the BFL Partner One App or BFL Partner One App 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.,
- (g) any unauthorized disclosure/breach personal/sensitive personal information, etc and any direct/indirect losses suffered by you due to your conduct, such as:
 - (i) Your conduct in using third party extensions, plug-ins or add-ons on the/ You web browser;
 - (ii) You shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms, downloading applications from unreliable sources;
 - (iii) You shall NOT respond to any generic emails or any web /bitly/chatbot links, any other link in electronic form etc., from an unknown/unidentified source;

22. GENERAL

- (a) No joint venture, partnership, employment or agency relationship exists between You and BFL.
- (b) If any provision of these Terms 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 but the legality, validity and enforceability of the other provisions in these Terms 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 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.

23. MODIFICATIONS AND UPDATES TO THE TERMS OF USE

- (a) BFL reserves the right to make changes to, or update BFL Partner One App applications, and/or to charge for its BFL Products & Services, at any point of time and for any reason. You shall be required to download the updates, if You intends to keep using BFL Partner One App. However, BFL does not promise/guarantee in any manner whatsoever about the continuous availability of the BFL Partner One App and/or that it shall always update BFL Partner One App so that same is relevant/accessible to you or that the updated versions of BFL Partner One App will always be compatible with your mobile devices / computer /electronic operating systems.

(b) 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 BFL Partner One App.

(c) The updated version of these Terms shall supersede the previous version of the Terms and shall be immediately effective upon posting on the BFL Partner One App and/or BFL website.

24. CONTACT US

You can reach out to BFL, in case You have any concerns / grievances on below mentioned coordinates :

Bajaj Finance Ltd

4th Floor, Bajaj Finserv Corporate Office,

Off Pune-Ahmednagar Road,

Viman Nagar, Pune – 411014

Maharashtra, India

Email ID: grievanceredressalteam@bajajfinserv.in

25. DISCLAIMER

a) BFL Partner One App including all content, software, functions, material, and information made available or accessible through the same on “as is” basis. BFL or its agents, co-branders or partners, make no representation and warranty of any kind for the content, software, functions, material, and information available/accessible through BFL Partner One App.

b) BFL does not warrant in any manner whatsoever that the functions contained in content, information and materials on the BFL Partner One App, including, without limitation any third-party sites, or services linked to the BFL Partner One App, will be uninterrupted, timely or error-free, that the defects will be rectified, or that the BFL Partner One App or the servers that make such content, information, and materials available are free of viruses or other harmful components.

26. GOVERNING LAW AND JURISDICTION

All transactions carried out in connection with through BFL Partner One App mobile applications and Your 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 exclusive jurisdiction of the competent courts located in Pune, Maharashtra.

