

## Terms and Conditions

1. You (henceforth called as ‘**User/Customer**’) are subscribing to the Bajaj Finance Limited and its subsidiaries and/or affiliates (henceforth called as ‘**BFL**’) services & promotional offers on WhatsApp application by initiating activation through SMS by clicking given link & sending predefined message “SUBSCRIBE” to BFL WhatsApp channel or by replying to IVR by pressing ‘1’ or by providing your consent on product application forms or providing mobile number on BFL mobile/web portals to opt in for services WhatsApp. User can Opt out anytime by sending “STOP” on WhatsApp channel (96074 96074) from his/her registered mobile number.
2. These terms and conditions ("Terms and Conditions") shall form a legally binding contract between User and BFL and shall be further subject to such terms as BFL may agree with "WhatsApp" and/or any other service providers. These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing any other product or service being provided by BFL and being availed by the Customer.
3. You use services at your own risk and subject to the following disclaimers.
  - i. BFL is providing services on an “as is” basis without any express or implied warranties, including, but not limited to, non-infringement, and freedom from computer virus or other harmful code.
  - ii. BFL is not responsible for and are not obligated to control the actions or information of third parties.
  - iii. BFL will not be liable to you for any lost profits or consequential, special, punitive, indirect, or incidental damages relating to, arising out of, or in any way in connection with BFL terms, or its services.
4. You can unsubscribe to the BFL WhatsApp channel at any time by sending an Message stating “STOP” to 96074 96074 on BFL WhatsApp application.
5. By subscribing to BFL’s services on WhatsApp, User agrees and understands the subscription to WhatsApp service is purely discretionary and involves use of third party application, which is not owned or controlled by BFL.
6. BFL is offering the below mentioned services via WhatsApp (“Service”) at its sole discretion and reserves the right to withdraw/modify/retract the terms or the Service at any time, without any notice. The subscription of the Service will allow BFL to send relevant communications, alerts to the Customer on WhatsApp. The Service would enable the Customer to:
  - a. Receive notifications via WhatsApp including but not limited to account information, transaction details, EMI reminders, EMI bounce
  - b. Apply for personal loan, fixed deposit.
  - c. Downloading-
    - i. Statement of Account
    - ii. Welcome letter
    - iii. View Loan Account summary
  - d. Receive notifications including offers, new product features, any other important notification sent by BFL time to time etc. on User’s registered mobile number via WhatsApp.
  - e. Any other services as may be provided by BFL.

The WhatsApp services cannot be used for lodging of any grievance related to services, redressal of grievance, or reporting of fraud, if any or for any other purpose except as stated above.

7. User shall be responsible for keeping their device and WhatsApp account linked to the mobile number registered with BFL, safe and secure, and must notify us promptly of any unauthorized use or security breach of their account or BFL's services.
8. The Customer understands that the receipt of messages by him/her shall be subject to a working network connection and the Customer shall ensure and maintain appropriate network connection for the same. BFL shall not be held responsible for any delay or non-receipt of the responses/communication from BFL.
9. Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. Such third-party services (such as iCloud or Google Drive) that are integrated with BFL's services, are subject to their own terms and privacy policies. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.
10. Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. BFL may discontinue some or all of the services, including certain features and the support for certain devices and platforms, at any time. Events beyond BFL's control may affect services, for such events and other force majeure events BFL shall not be held responsible in any manner.
11. User understands that using WhatsApp application and channel may carry risks and the interface may not be secured. Further, any message and information exchanged is subject to the risk of being read, interrupted, intercepted, decrypted or defrauded by third party or otherwise subject to manipulation by third party or may result in delayed or failed transmission. BFL shall not be responsible or liable to User or any third party for the consequences arising out of or in connection with using of this service.
12. BFL may modify, suspend, or terminate your access to or use of the services anytime for any reason, such as if you violate the letter or spirit of BFL's terms or create harm, risk, or possible legal exposure for BFL, its Users, or others.
13. BFL reserves the right to remove or otherwise delete any content or submission made by User that violates the rules or which is inappropriate, as per BFL's sole discretion, without any liability or giving intimation to User.
14. You will not use (or assist others in using) the services in ways that: (a) violate, misappropriate, or infringe the rights of WhatsApp, BFL or any third party, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage wrongful conduct, or otherwise inappropriate, including promoting violent crimes; (c) involve misrepresentations, or misleading statements; (d) impersonate someone; (f) violates any state or federal law in India and/or the jurisdiction in which User resides
15. BFL does not make any representation or warranty that the service will be available at all times without any interruption and further that BFL shall not be responsible for any variation, reduction or imposition of the terms of use and operation of WhatsApp application or the User's inability to use mobile applications.

16. Under no circumstances shall BFL, or its agents, officials, affiliated companies, officers, directors, employees, and contractors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, this service.
17. The User acknowledges that, the services offered by BFL shall be availed are at his/her own risk and which shall include the following risks:
  - a. For reasons beyond the control of BFL, there is No guarantee of continuous service and the possibility of intermitted or regular interruption cannot be ruled out.
  - b. any technical error, failure, glitch, network failure, legal restraints and other reasons which is beyond control of BFL and for which BFL shall not held responsible in any manner.
  - c. any loss, damages, etc. that may be incurred/suffered by User, for the reason that the information provided by him/her turns out to be wrong/incorrect/inaccurate, for which BFL shall not be held responsible.
  - d. for the performance of any service provider/other third party/entity involved in the process; and for any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service.
  - e. The technology for enabling the usage of the services offered by BFL could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may be possible that the said Application/ server of BFL may require maintenance and during such time it may not be possible to process the request/transaction of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. User understands that BFL disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the BFL to honour any User instruction for whatsoever reason.
  - f. User agrees and confirms that, he/she shall be alone responsible for use/disclosure of his/her details such as personal, sensitive information, OTP etc. for initiating/authorizing any transaction and shall keep BFL indemnified, harmless and absolved from any liability in this regard including from any loss, cost, penalty, charges, including legal fees/charge, etc; which may cause to BFL due to use/disclosure of User's details mentioned herein by User, in respect of any transaction initiated/authorized by the User. The User shall be solely liable and responsible, in such case if any loss, cost, penalty, charges, including legal fees/charge, etc; incurred to the User, in any manner whatsoever in this regard.]
18. The Customer agrees and authorizes BFL to collect, disclose and store, from time to time, any information and data relating to him/her (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2008 and/or any other statute) and/or the Facility and/or other facilities availed by the Customer and to use and/or share all information and data as provided by Customer to any third party including but not limited to its group companies, financial institutions, credit bureaus, Central KYC Registry (CERSAI), statutory/regulatory/judicial/quasi-judicial/enforcement authorities etc., as may be necessary for activities which ancillary / incidental to the business of BFL and/or to comply with the requirements under Law and/or Regulations and the Customer shall not hold BFL or any of its group companies or its/ their agents/representatives) liable for use/sharing of the information as stated above
19. The Customer expressly authorised BFL its representatives/agents/ its business partners/its group companies/affiliates to send service communications in respect of products availed by The Customer including but not limited to loans, insurance and other products from BFL, its

group companies and/or third parties (collectively “Other Products”) through telephone calls/SMSes/emails/post/bitly/bots/ in person communication, marketing and promotional communication etc., The Customer shall not hold BFL (or any of its group companies or its/their agents/representatives) liable for the use of the information as stated above.

20. User agrees that the present service is an add-on service only which is dependant on the ability of WhatsApp as a service provider and User shall not have any claim against BFL on account of any suspension, interruption, non-availability or malfunctioning of the service due to any link/mobile/system failure at BFL’s end for any reason thereof. Receipt of messages by User shall be subject to the data network connection and BFL shall not be held responsible for any delay or non-receipt of the responses at WhatsApp channel.
21. User acknowledges and provides his/her consent that their personal information, including the text of the messages or the messages sent to them from time to time may be retrieved by BFL without requirement of any further consent and may utilise/use the same for any business/lawful purposes.
22. Addition and removal of any service through WhatsApp shall be at the sole discretion of the BFL. These terms and conditions may be withdrawn/ superseded/ modified at any time as required, by BFL without any prior notice. The Customer shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.
23. The User adheres to the Privacy policy of the BFL that is detailed out in <https://www.bajajfinserv.in/privacy-policy>
24. BFL may amend or update its Privacy Terms and will be updated on its website <https://www.bajajfinserv.in/terms-and-conditions>. Your continued use of BFL’s services confirms your acceptance of Privacy Terms, as amended.
25. The User shall also be bound to adhere to the Privacy Policy of WhatsApp. To know more about WhatsApp privacy policy, visit <https://www.whatsapp.com/legal/FB-terms-whatsapp-business/?lang=en>
26. The Courts in Pune shall have exclusive jurisdiction as regards any claims or matters arising out of dealings with the BFL, and all disputes shall be governed by the laws of India.
27. The Customer understands and agrees that any document/information provided by the customer is true, correct and best of its knowledge. BFL will not be held liable or responsible for the contents or veracity thereof.
28. The Customer hereby declares that he/she has read, understood and agrees to the Terms & Conditions mentioned herein.