

## Term of Use

These terms and conditions ("Term of Use") for the website shall apply to you as Bajaj Auto Credit Limited ("BACL") loan account holder

Any changes to these terms and conditions will be available on <https://www.bajajautocredit.com/terms-of-use> and same shall be binding on you

Your acceptance to the Terms of Use of Bajaj Auto Credit Limited is generated and preserved as electronic record under the Information Technology Act, 2000 and will binding on you as licensed user. By downloading, accessing, browsing, completing the sign- up process or registration process for availing the Bajaj Auto Credit Ltd services, you have expressly read, understood and accepted entire Terms of Use while accessing the BACL Platform. Upon commencement of access/ usage and by submitting your one-time electronic acceptance/ confirmation/ authentication either through registered mobile phone of through any electronic/ web platform and/or through your email ID to BACL it is construed as your 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 BACL

By completing the sign-up or registration process for availing the Bajaj Auto Credit Limited services you hereby agree and acknowledge that (i) you are at least 18 years of age. (ii) you are dully authorized either in your individual capacity or under the capacity of being an Authorized Signatory of an Entity (iii) you can understand, read and access the world wide web/ internet in English language, (iv) you have read, understood and agree to be bound by these Terms of Use

In this Terms OF Use, the term or word "We", "Us" or "Our" severally refers to the Bajaj Auto Credit Limited or "BACL" and the words "You" of "Your" or "Customer" or "User" refers the individual and or the Authorized Signatory of an Entity accessing the Bajaj Auto Credited Platform

### 1. Documentation

- a. The collection, verification, audit and maintenance of correct and updated information is a continuous process and BACL reserves the right, at any time, to take steps necessary to ensure compliance with Applicable Law/ regulations. BACL reserves the right to discontinue services/ reject applications for availing any/ all Bajaj Auto Credit services at any time if there are discrepancies in information and/ or documentation provided by you at the time of registration or otherwise.
- b. Any information provided to BACL with the intention of availing its services, shall vest with BACL and may be used by the BACL at its discretion, in accordance with these terms and conditions, for the purposes consistent with Applicable Laws or regulations
- c. BACL has right to call for additional documents/ information to the extant as may be required in accordance with Applicable Law

## 5. ELIGIBILITY

(a) You, by accessing/ logging in, browsing or otherwise using the Bajaj Auto Credit Ltd Platform hereby represent and warrant that, you:

- (i) are a citizen of India
- (ii) Completed the age of 18 years and attained the age of majority;
- (iii) are duly authorized either in your individual capacity or under the capacity of being an Authorized Signatory of an Entity;
- (iv) are capable of entering into a legally binding agreement; and
- (v) are not barred or otherwise legally prohibited, from accessing or using the Bajaj Auto Credit Limited Platform and/ or from availing Bajaj Auto Credit Limited Services.
- (vi) are the sole owner of Bajaj Auto Credit Limited Account and cannot have more than one Bajaj Auto Credit Limited Account at any point of time and if you allow any individual to use your Bajaj Auto Credit Limited Account, such usage being not appropriate and not permitted by BACL in any manner, and you shall

be solely responsible for any consequences thereof and for all actions taken in and/ or through Bajaj Auto Credit Limited Platform.

(b) In addition to the above-mentioned requirements, you may also have to fulfil additional criteria as may be specified on the Bajaj Auto Credit Limited Platform to avail Bajaj Auto Credit Limited Services.

6. You shall abide by the BACL's Terms and Conditions as set out herein and the changes thereto as communicated through and/ or made available on Bajaj Auto Credit Limited Platform from time to time. You agree that availing of Bajaj Auto Credit Limited Services, so offered by BACL, are subject to Applicable Law. You hereby agree and understand that BACL reserves its right to accept or reject your request for availing products/ services on Bajaj Auto Credit Limited Platform and BACL's decision in this regard would be final. Further, you agree to execute all necessary documents/ forms and/ or furnish all information and/ or comply with all the requirements so communicated by BACL, from time to time.

7. You agree that BACL may, at its discretion, engage the services of its group company(ies), subsidiaries, merchant/ vendors/ service providers/ business associates/partners/ Affiliates, direct sales agent ("DSA"), direct marketing agent ("DMA"), recovery/ collection agents ("RA"), Independent Financial Agents ("IFA") (hereinafter collectively referred to as "BACL Partners") for providing Bajaj Auto Credit Limited Services and/ or obtaining or verifying any information in relation to you/ your assets, and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as BACL may deem fit.

8. You agree that BACL may at its sole discretion, amend any of the services/ facilities given in particular through Bajaj Auto Credit Limited Account, either wholly or partially at anytime by giving you notice and/ or provide an option to you to switch to other products/ services/ facilities.

9. Any change in the Bajaj Auto Credit Limited Account status or change of registered address and/ or registered mobile number and/ or email address and/ or the documents including but not limited to the KYC documents submitted by the Customer to BACL shall be immediately, not later than 30 days from the date of update, informed by the Customer to BACL and shall duly get the same changed/ updated in the records of BACL, 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 BACL. You hereby agree and understand that your access to the electronic transaction services/ mobile application may be restricted in case of invalid mobile number registration.

10. You hereby agree that BACL has adopted industry standard security procedures to carry out your verification through one-time electronic acceptance/confirmation/ authentication either through a registered mobile phone number or through any electronic/ web platform and/ or through your email id, submitted to BACL, in conjunction with the password for signing into the Bajaj Auto Credit Limited Platform and/ or the passcode set by you for undertaking any transactions and/ or any other procedure as informed by BACL, from time to time. You hereby convey your full comprehension of and acceptance to the abovementioned security procedures followed by BACL and further agree and understand that any unauthorized disclosure, access, breach and/ or use of the same can put the security of your account at risk.

11. You hereby understand and agree that failure and/ or delay to furnish details so required by BACL to comply with its statutory/ regulatory obligations may result in closure of the Bajaj Auto Credit Limited Account and/ or placement of restrictions on your usage of the Bajaj Auto Credit Limited Platform by BACL, under intimation to you.

## 12. CONSENT OF CUSTOMER

(a) Before using/ availing the Bajaj Auto Credit Limited Services, you must carefully read these Terms of Use and Privacy Terms provided at <https://www.bajajautocredit.com/privacy-policy>. By Accessing, browsing or otherwise using the Bajaj Auto Credit Limited Platform and/ or Bajaj Auto Credit Limited Services provided by BACL, you agree and explicitly consent to all the terms and conditions under the Terms of Use and the Privacy Terms, including any modification/ amendments thereof from time to time (collectively "Terms") by confirming the same through One Time Password ("OTP") sent on your mobile number and/ or confirming acceptance through your registered email address available in BACL records or such other mode of authentication as may be prescribed by BACL, from time to time.

(b) You hereby agree, consent and expressly authorise BACL/ its representatives/ agents/ its group companies/ Affiliates to send communications, notices regarding completion of on-boarding process, loans, insurance and other products from BACL, its group companies and/ or third parties that have partnered with BACL, through telephone calls/ SMSes/ emails/ notifications/ post/ bitly/ WhatsApp/ bots/ in person communication etc. including but not limited to any promotional communications/ messages. Any communications sent by BACL through aforesaid modes shall be binding on you.

### 13. WITHDRAWAL OF CONSENT

You shall have the option to withdraw your consent after fulfilling the pending contractual obligations, if any, to BACL and in accordance with prevailing law/ regulation applicable for such withdrawal. After fulfilling the contractual obligations, you are at liberty to refrain from using Bajaj Auto Credit Limited Platform and/ or Bajaj Auto Credit Limited Services. However, your continued use/ availing of the Bajaj Auto Credit Limited Platform/ Bajaj Auto Credit Limited Services would be construed as deemed acceptance of these Terms of Use and its associated policies mentioned hereof, including any modification thereof

### 14. YOUR OBLIGATIONS WHEN USING BAJAJ AUTO CREDIT LIMITED PLATFORM

(a) You agree NOT to use Bajaj Auto Credit Limited Platform: (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. BACL 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 Bajaj Auto Credit Limited Platform and/ or Bajaj Auto Credit Limited Services (or any portions thereof).

(b) You shall be solely responsible for maintaining the confidentiality and security of your Bajaj Auto Credit Limited Account, password, PIN, OTP, login details etc (“Credentials”) and activities that occur in or through your Bajaj Auto Credit Limited Account. Further, BACL shall not be liable for any loss/ damage caused to You, in any manner whatsoever, arising out of/ in relation to, misuse of your Credentials, 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, defense, 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 Bajaj Auto Credit Limited Platform or parts thereof, and or modifies or disables any of the functionality and/ or the settings of the Bajaj Auto Credit Limited Platform, including without limitation any security measures deployed on the Bajaj Auto Credit Limited Platform.
- 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 Bajaj Auto Credit Limited Platform and/ or availed Bajaj Auto Credit Limited Services.
- iv) Violate any Applicable Laws for the time being in force;

- v) Attempt to gain unauthorized access to any portion or feature of Bajaj Auto Credit Limited Platform, or any other systems or networks connected to Bajaj Auto Credit Limited Platform or to any server, computer, network, or to any of the services offered on or through Bajaj Auto Credit Limited Platform by hacking, password “mining” or any other illegitimate means;
- vi) Reproduce, duplicate, copy, sell, resell or exploit any portion or feature of Bajaj Auto Credit Limited Platform, in any manner whatsoever;
- vii) Probe, scan or test the vulnerability of Bajaj Auto Credit Limited Platform or any network connected to Bajaj Auto Credit Limited Platform or breach the security or authentication measures on Bajaj Auto Credit Limited Platform or any network connected to Bajaj Auto Credit Limited Platform;
- viii) Reverse look-up, trace or seek to trace any information of Bajaj Auto Credit Limited Platform, including any account on Bajaj Auto Credit Limited Platform its source code, or exploit Bajaj Auto Credit Limited App or any service or information made available or offered by or through Bajaj Auto Credit Limited Platform.

## 15. FEES OR CHARGES

You shall be responsible to pay fees/ charges, that may be applicable to transactions executed through Bajaj Auto Credit Limited Platform or for the use of Bajaj Auto Credit Limited Services or for use of Bajaj Auto Credit Limited Account and/ or any feature thereof, to BACL or to such third party, as the case may be. Further, the fee applicable in relation to the Bajaj Auto Credit Limited Services are provided for in the Schedule I of your agreement. BACL shall have full right in its sole and absolute discretion to determine nature and quantum of fee/ charges that may be applicable to the transactions executed through Bajaj Auto Credit Limited Platform or for use of the BACL Product and Services or any feature thereof. In the event of any change in applicable fee/ charges, the same shall be notified to you in accordance with the terms and conditions of the respective product/ service being availed by you and shall be binding upon you.

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

## 16. PRIVACY TERMS

You hereby acknowledge and agree that BACL can collect, hold, use and transfer your personal data in accordance with these Privacy Terms available at <https://www.bajajautocredit.com/privacy-policy>. The manner of collection, usage, processing and storage of your personal data will be as under:

16.1 Type of information collected: BACL collects/ will collect such information that is necessary for the specified and lawful purposes for rendering the Bajaj Auto Credit Limited Services and BACL will not further process the same in a manner that is inconsistent with the said purposes. Further, BACL may collect the following types of information:

(a) Information provided by you:

- i) When you commence using the Bajaj Auto Credit Limited Platform/ Bajaj Auto Credit Limited Services, BACL 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 Bajaj Auto Credit Limited platform and while availing Bajaj Auto Credit Limited Services, BACL may collect the information through various online sources, including through Bajaj Auto Credit Limited Account registration forms, contact us forms, or when you interact with the support team of BACL.
- ii) At the time of registration/ login/ sign-up to the Bajaj Auto Credit Limited Platform and/ or while availing the Bajaj Auto Credit Limited Services, BACL may ask including but not limited the following information:
  - a. Name (First Name, Middle Name and Last Name);
  - b. Mobile Number;
  - c. Email ID;
  - d. Date of Birth;
  - e. PAN;
  - f. Documents as may be required for KYC Compliance of law/ regulation;
  - g. Such other details/ documents as may be deemed necessary by BACL from time to time.

- iii) Pursuant to the features of the Bajaj Auto Credit Limited Platform or the nature of Bajaj Auto Credit Limited Services availed by you, from time to time, BACL may seek additional information including address, payment or banking information, credit/ debit card, bank account details and any other governmental identification numbers or documents, in accordance with the applicable law. You may choose to provide such additional information, if you choose to avail the relevant feature of the Bajaj Auto Credit Limited Platform and/ or the Bajaj Auto Credit Limited Services.

**(b) Information captured while using/ browsing Bajaj Auto Credit Limited Platform:**

- i. You acknowledge and agree that all information collected by BACL is on an “as-is” basis and BACL shall not be responsible for the authenticity of the information provided by You.
- ii. BACL collects your information as per your use and browsing on the Bajaj Auto Credit Limited Platform through various technologies/ applications. This includes transaction details related to you, including the manner of use of Bajaj Auto Credit Limited Services, the type of services requested by you, the payment method/ amount and other related transactional and financial information. Further, depending on the rewards/ offers claimed/ availed by you, BACL also collects the order details, delivery information etc.
- iii. BACL may from time to time, during the course of your utilisation/ access of the Bajaj Auto Credit Limited Platform/ Bajaj Auto Credit Limited Services, require access to certain additional information only after obtaining Your additional explicit consent. Such additional information may include:
  - i) Your SMS information stored on your device,
  - ii) Your location information (IP address, longitude and latitude information), for verifying the location and to check the feasibility of Bajaj Auto Credit Limited Platform’s serviceability,
  - iii) Your device and/ or call log details/ contact details, to prevent fraud and to stop unauthorized device access of Bajaj Auto Credit Limited Platform on your behalf
  - iv) mobile device identification number and SIM identification number and
  - v) Your email details/ access to verify your credentials including your conduct on online platforms

**(c) Information Collected from Third Parties:**

- i. BACL may, upon receiving your consent, request certain third parties to provide information about you to further personalize your experience on Bajaj Auto Credit Limited Platform, and provide certain services that cannot be accessed by all users of the Bajaj Auto Credit Limited Platform.
- ii. BACL may collect your credit related information (including credit score) from third parties (e.g. Credit Information Companies/ Information Utilities/ Account Aggregators) under a contract.
- iii. BACL may receive Your additional information,
  - (i) to conduct due diligence of your profile
  - (ii) to help detect fraud and safety issues, from third party service providers and/ or partners, and
  - (iii) Information about you and your activities through partnerships or about your experiences and interactions from BACL partner networks.

**16.2 How the collected Information is used:**

- 1. Your information is collected for providing better service in respect of Bajaj Auto Credit Limited Services to you, and to comply with Applicable Laws/ regulations (if any). You hereby agree and acknowledge that BACL may, to the extent permitted by Applicable Law/ regulations, share or process your information in connection with the Bajaj Auto Credit Limited Services collected by BACL from you while accessing the Bajaj Auto Credit Limited Platform, with its group companies, subsidiaries, Affiliates, service provider, agencies and/ or any third party, including but not limited to, for the purposes, such as, to complete the transaction initiated by you, to render service to you and/ or to enhance the Bajaj Auto Credit Limited Services for you, to offer new products etc in terms of manner of such collection, usage and storage is governed by the Privacy Terms stated herein.
- 2. BACL may utilize your information for the following purposes:

- a. To curate/ optimize loan/ Bajaj Auto Credit Limited Services, 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 behavior.
  - c. To improve the Bajaj Auto Credit Limited Services, BACL 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 Bajaj Auto Credit Limited Platform/ Bajaj Auto Credit Limited Services for you.
  - e. Communicating you about Bajaj Auto Credit Limited Platform/ Bajaj Auto Credit Limited Services, 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 Bajaj Auto Credit Limited Platform to improve Bajaj Auto Credit Limited Services.
  - h. Storing and maintaining your information for complying with its obligations under Applicable Law.
3. Following is an illustrative list of activities (which are inclusive only, but not exhaustive in nature) whereby BACL may further use your information for:
- (a) **Creating Account:** Setting up your Bajaj Auto Credit Limited Account and for availing Bajaj Auto Credit Limited Services.
  - (b) **Identifying devices:** Device related information and application related information may be used to identify Devices when you use/access Bajaj Auto Credit Limited Platform;
  - (c) **Verification:** BACL uses information to verify your identity.
  - (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 BACL services to improve the quality of services provided to you;
  - (g) **Improve experience:** BACL may analyse your usage data availed from Bajaj Auto Credit Limited Platform to improve its product/ service offerings/ experience for you.
  - (h) **Collect your feedback:** In order to follow up on the feedback that you have chosen to provide, BACL may correspond with you for utilizing the information provided and may keep records of the same.
  - (i) **Sending notices:** From time to time, BACL may use your information to send important notices, such as communications about changes to the terms, conditions, and policies.
4. BACL may utilize the information including but not limited to the consumer number, subscription id, bill number or registered mobile number, registered telephone number, account id/ customer id, or such other identifier(s) which are required to fetch the outstanding payment(s) due/ subscription or bill value, subscription plan, due date, and such other information necessary to facilitate the bill payments.
5. By accessing the Bajaj Auto Credit Limited App, You hereby grant BACL the SMS read permission and agree that BACL may access SMS from or regarding billers, bill reminders and bill payment confirmations to identify the billers that You interact with ("Relevant Billers").
6. BACL may utilise your name, phone number, email address and Bajaj Auto Credit Limited 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 BACL by sending an email to [grievanceredressalofficer@bajajautocredit.com](mailto:grievanceredressalofficer@bajajautocredit.com)
7. BACL may utilise the information as part of payment services such as to enable You to access and utilise the payment services in compliance with Applicable Law & regulations and share such information with third party Service Providers for a seamless experience for You.

## 19. DISCLAIMER

- (a) The Bajaj Auto Credit Limited Services including all content, software, functions, material, and information made available or accessible through the Bajaj Auto Credit Limited Platform are provided on “as is” basis. BACL 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 Bajaj Auto Credit Limited Platform.
- (b) BACL does not warrant in any manner whatsoever that the functions contained in content, information and materials on the Bajaj Auto Credit Limited Platform, including, without limitation any third-party sites or services linked to the Bajaj Auto Credit Limited Platform, will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Bajaj Auto Credit Limited Platform or the servers that make such content, information, and materials available are free of viruses or other harmful components.
- (c) You understand that a payment transaction, if any, is solely between You (using the Bajaj Auto Credit Limited Platform) to make payment (“Sender”) and the person/ entity who receives such payment from the Sender (“Recipient”) and BACL does not provide any guarantee or warranty with respect to any such service, goods, quality, quantity or delivery level commitment provided by such person/ entity.