

By clicking on APPLY NOW; you confirm that you have read, understood and accepted the: General Terms and Conditions and the Master Terms and Conditions of Bajaj Finserv EMI Card; and The Terms of Use and Privacy Policy

GENERAL TERMS AND CONDITIONS

By clicking on '**Apply Now**' in the customer journey process for availing the EMI Card, I am expressing my interest in availing Existing Member Identification card ("**EMI Card**") from Bajaj Finance Limited ("**BFL**"). I hereby confirm that I (i) am at least 18 years of age (ii) can understand, read and write in the English language, (iii) have read, understood and agree to be bound by these terms including the Master Terms and Conditions of Bajaj Finserv EMI Card ("**Terms and Conditions**") (iv) I hereby authorize BFL to maintain my KYC data/documents which will be provided in relation to this application.

I agree that my action of entering the One-Time Password (OTP) sent by BFL and clicking the Apply Now' in the customer journey process for availing the EMI Card, constitutes (i) an application made by me to BFL for availing the EMI Card (ii) a valid acceptance by me of the Terms and Conditions contained herein including the Master Terms and Conditions of Bajaj Finserv EMI Card, which shall govern the relationship between me and BFL.

I) CUSTOMER'S REPRESENTATIONS:

I (customer) hereby state, confirm, and agree as under:

1. I have applied for EMI card as specified in this Application ("Application Form"), from Bajaj Finance Limited ("**BFL**").
2. I hereby unconditionally acknowledge and accept that:
 - i. the EMI Card may be issued by BFL either in Physical or in Electronic form.
 - ii. all particulars, information and details provided by me in relation to my application are true, correct and up to date in all respect and that I have not withheld any material information and I am obligated to keep BFL immediately updated of any change in the information provided by me in this Application Form.
 - iii. I shall upload/submit all documents/KYC, as may be required by BFL in such form and manner as may be required by BFL in relation to my application.
 - iv. I shall make payment of applicable fee and/or charges as specified by BFL with respect to EMI Card, details whereof are provided below. I understand that the said fee and/or charges may be updated from time to time and that I can access the revised fees/charges on BFL's Website (<https://www.bajajfinserv.in/all-fees-and-charges-new#1500924995443>).
 - v. The aforesaid fees and/or charges are subject to changes and are non-refundable and non-transferable.
 - vi. BFL has the absolute discretion to accept or reject my application.
 - vii. That I have read and understood the Master Terms and Conditions applicable to Loans for Consumer Durable, Digital Life style products and such other products as may be included for finance by BFL from time to time & use of EMI Card ("**Master Terms**") prescribed by BFL and available on website (<https://www.bajajfinserv.in/emi-network-emi-card-tnc>) and understand the applicability of the same for issuance and usage of EMI Card and hereby agree to be bound by the same at all times including any amendments thereto from time to time.
 - viii. I understand that the **EMI Card** to be issued by BFL, enables purchase of products or availing services including but not limited to apparel, holiday/travel packages, footwear, groceries, kitchen appliances and accessories.

- ix. I shall keep myself updated of any revisions in the Master Terms as may be communicated by BFL through any Acceptable Means of Communications (*as defined in the Master Terms*).
 - x. The loan limit shall be assigned to me as per BFL's sole discretion and internal policies and the same is subject to further revision at BFL's sole discretion. BFL shall not be liable in any manner whatsoever for such revision or cancellation of limits.
 - xi. I shall keep my credentials including the login id and password/PIN issued by BFL and/or reset by me ("**Credential**") as confidential and not to share the same with any person/third party. Any use or misuse of the credentials including the transactions carried out using the credentials shall be my sole responsibility and BFL shall not be held responsible for any loss/damage incurred on account of such use or misuse.
3. I hereby authorize BFL
- a) To exchange, share or part with all information relating to this application to credit bureaus/credit reference agencies, its group companies, financial institutions, credit information companies or any authorized third-party agency as BFL may deem necessary or appropriate for use or processing of the said information such as Central KYC Registry and shall not hold BFL or any of its group companies or its/ their agents/representatives liable for the use/sharing of the information as stated above.
 - b) To seek/obtain any other information, relating to me, from any third party.
 - c) To procure/avail my CIBIL report and provide it to me by deducting applicable charges for the same;
 - d) To share certain information related to EMI Card, which may include my KYC and transaction details with its business associates (subject to confidentiality restrictions) for integrating the EMI Card usage on BFL or its associate's website/ wallet etc. as may be required for facilitating me to avail and use the EMI Card.
 - e) I hereby authorize group companies, affiliates and/or business associates of BFL and their respective representatives to send me communications regarding loans, insurance and their respective products and/or services through telephone calls/SMSs/emails/post/WhatsApp etc. including but not limited to promotional communications. I understand that I can at any time opt to withdraw my consent to receive any communication in this regard.

II. EMI CARD TERMS

- 1) EMI Card is neither a credit card, nor a stored value card, etc. and is used only for authentication of Customer's identity while providing the Loan.
- 2) Annual fee for each succeeding year will be charged to EMI Card. The fee and/or charges may be updated from time to time and customer can access the revised fees/charges on BFL's Website (<https://www.bajajfinserv.in/all-fees-and-charges-new#1500924995443>).
- 3) The aforesaid fees and/or charges are subject to changes and are non-refundable and non-transferable.
- 4) BFL may at any time, at its full and absolute discretion, decide to withdraw the EMI Card service and/ or terminate any specific EMI Card and will have no liability to the EMI Card-holder or any other person in this regard.

- 5) BFL is not an issuer/provider of the products purchased/services availed by the Customer through the EMI Card. Accordingly, BFL shall not be responsible for the quality or any assurances and/or representations made in relation to such products/services provided by third parties. BFL shall not be liable for any delay in delivery or no-delivery of product and/or with respect to the quantity, quality, conditions, fitness, suitability or otherwise whatsoever of the product.
- 6) I acknowledge that, EMI Card is NOT assignable to any person. I hold myself responsible for any use/misuse of the EMI Card, including by the add-on card holder and I shall be jointly and severally responsible for any liability that is incurred by me/us
- 7) The NACH mandate given by Customer in favour of BFL can be used to recover all Outstanding amount including fees, penalties, cost and other applicable charges in connection with any Loan availed by the Customer from BFL.
- 8) In the event of an unauthorized access to or use of an EMI Card, EMI Cardholder shall immediately inform BFL and call (Customer care no.: 020 39575152) / write (Email ID: wecare@bajajfinserv.in) to BFL's Customer Care and request for blocking the EMI Card.

III. CARD USAGE:-

- a) The usage of the EMI Card is subject to the Terms and conditions mentioned in this Application and Master Terms accessible on <https://www.bajajfinserv.in/consumer-durables-master-t-and-c-english.pdf> as may be amended by BFL from time to time (collectively referred as '**Master Terms**').
- b) The usage of the Card would be construed as the deemed acceptance of the Master Terms governing the usage of EMI Card.
- c) By using the EMI Card, the customer may engage in the following transactions –:
 - i. To avail loan for purchase a Consumer Durable ("**CD**") (LED, refrigerator, AC, smartphones, laptops etc.), Lifestyle ("**LSF**") (furniture, life care elective procedures, educational services, etc.) or retail ("**Retail**") (apparel, footwear, small appliances, travel, coaching classes, hotels, eyewear, accessories etc.) product, from outlets /stores owned and operated by dealers/merchants/service providers empaneled with BFL ("**Dealers**") & POS – Online & Offline and such other products as may be authorized by BFL from time to time. ("**Products**") from the Dealers empaneled with BFL on equated monthly instalments from BFL, where EMI Card Network is available & authorized;
 - ii. enquire about the available loan amount for purchase of Product and/or enquire about personal loan eligibility and
 - iii. use it for identification/authentication as specified by BFL.
- d) Upon successfully availing the EMI Card, by providing/entering the EMI Card number or providing the registered mobile number of the cardholder (as per BFL's records), the validity date and the name of the EMI Card-holder, customer shall show one photo identification card or enter his/her PIN or Transaction Code or One Time Password (OTP) received on the registered mobile number and/or the registered email id of the customer. Once the Customer identity is authenticated, the EMI Cardholder will receive an SMS providing Commercial Terms of the proposed Loan being offered ("**Transaction SMS**") and containing a specific numeric code (the "**Transaction Code**").

- e) As a token of acceptance to the terms and conditions provided in the Transaction SMS, the customer shall convey his/her acceptance by entering the PIN or Transaction Code or OTP at the counter or BFL branch or OTP at the online platform, as the case may be.
- f) Notwithstanding payment of instant activation fee by the Customer, the EMI Card cannot be used for purchase on eCommerce platforms and of retail (apparel, footwear, small appliances, travel, coaching classes, hotels, eyewear, accessories etc.) products, until successful registration of the ECS/NACH mandate for the loan availed by the Customer as per this Membership Form (Ref: SFID/Case ID) and further perform a transaction to activate the EMI card at a Dealer store empaneled by BFL
- g) BFL may charge convenience/transaction fees at its sole discretion on the loan availed by customer using EMI Card, which is subject to amendment/variation/modification from time to time and the same shall be binding on the customer.