

## TERMS OF USE

**Last updated as on 02<sup>nd</sup> August 2021**

**Version BFL- Bajaj/GTC/1.00**

*These terms and conditions (“**Terms of Use**”) shall apply to and regulate the provision of services namely “**Bajaj Finserv Services**” (defined hereunder) provided by **Bajaj Finance Limited** (hereinafter referred to as the “**BFL**”) to You (defined hereunder) as **Bajaj Finserv Account** (defined hereunder) holder. Any changes to these terms and conditions will be available on <https://www.bajajfinserv.in/terms-of-use> and the same shall be binding on You.*

*Your acceptance to the Terms of Use of Bajaj Finserv Services is generated and preserved as electronic record under the Information Technology Act, 2000, and rules made thereunder as applicable, and other prevailing law(s) / regulations as may be applicable at the relevant point of time as binding on you. The same does not require any physical or digital signature from you. It is disclosed in compliance with section 21 of payment and settlement systems act, 2007 and as required to be disclosed under policy guidelines on issuance and operation of pre-paid payment instruments in India as per RBI (defined hereunder).*

*By completing the sign-up process or registration process for availing the Bajaj Finserv Services, you have expressly read, understand and accepted each & every Terms of Use while accessing the web portal and/or mobile application of BFL. Upon commencement of access / usage and by submitting your **one-time electronic acceptance / confirmation/authentication** either through a registered mobile phone or through any electronic / web platform and/or through your email id, 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 completing the sign-up process or registration process for availing the Bajaj Finserv Services you hereby agree and acknowledge that (i) you are at least 18 years of age, (ii) you can understand, read and access the world wide web / internet in English language, (iii) 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 Finance Limited” or “BFL” and the words “You” or “Your” or “Customer” refers to the individual using the Bajaj Finserv Service.*

### **1. DEFINITIONS**

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

- (a) “**Bajaj Finserv Account**” shall mean account made available to the Customer post successful registration on BFL Network to avail Bajaj Finserv Services.
- (b) “**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, including but not limited to Master Direction of RBI on the Issuance and Operation of Prepaid Payment Instruments in India, Guidelines of National Payments Corporation of India (“NPCI”), Payment and Settlement Systems Act, 2007, Payment and Settlement Systems Regulations, 2008, and any other regulations / guidelines in relation to prepaid payment instruments issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued there under including any successor Applicable Law.

- (c) **“Bajaj Finance Ltd”** or **“BFL”** shall mean a non-banking financial company incorporated and existing within the provision of the Companies Act 2013 with its registered office at Mumbai- Pune Road, Akurdi, Pune 411035 and is duly authorized by RBI for issuance and operations of prepaid payments instruments in India.
- (d) **“Bajaj Pay Wallet”** shall mean semi-closed prepaid payment instruments issued as either Minimum KYC Wallet (defined hereunder) or Full KYC Wallets by BFL, as the case may be, in accordance with the Master Direction on Issuance and Operation of Prepaid Payment Instruments, to you from time to time more fully provided in **Annexure - I**.
- (e) **“Bajaj Finserv Services”** shall mean and include various products/services provided by BFL through BFL Network and including but not limited to the services/facilities provided by BFL, as elaborated in Clause 4 below.
- (f) **“BFL Network”** shall mean and include various mobile based and web-portal/website/applications named as **Bajaj Finance Experia Portal available at <https://customer-login.bajajfinserv.in/Customer>, Bajaj Finserv application – Instant Loans & Credit Card, Mobile Application Services and Bajaj Finserv Lite – Mobile Application Services** used for availing Bajaj Finserv Services.
- (g) **“Charge(s)”** or **“Service Charge”** shall mean the charges which the BFL may levy upon you in consideration for availing the Bajaj Finserv Services as more specifically elaborated under Clause 15 below.
- (h) **“NPCI”** shall mean National Payment Corporation of India;
- (i) **“OTP”** means the one-time password received by you on your registered mobile number for availing BFL Finserv Services;
- (j) **“PEP”** shall mean Politically Exposed Person as defined by the RBI in *Master Direction-Know Your (KYC) Direction, 2016*.
- (k) **“RBI”** shall mean Reserve Bank of India.

## 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.

## 3. DOCUMENTATION

- The collection, verification, audit and maintenance of correct and updated information is a continuous process and BFL reserves the right, at any time, to take steps necessary to ensure compliance with all relevant Applicable Law. BFL reserves the right to discontinue services/ reject applications for availing Bajaj Pay Wallet services or Bajaj Finserv Services at any time if there are discrepancies in information and/or documentation provided by You at the time of registration.
- Any information provided to the BFL with the intention of taking its services, shall vest with BFL, and may be used by the BFL, for any purpose consistent with any Applicable Law or regulation, at its discretion.
- BFL has the right to call for additional documents to the satisfaction as per the extant as may be required in accordance with Applicable Law and/or KYC guidelines.

#### 4. BAJAJ FINSERV SERVICES

You can (i) browse, check, and avail various products/services which are available through the said BFL Network, which shall be governed by specific terms and conditions of such products and services, (ii) if you are an existing BFL Customer check your existing loan details and also avail new offers, subject to fulfilment of applicable terms and conditions and (iii) avail the below mentioned services (*terms and conditions in relation to the same are more specifically detailed under the Annexures appended herewith and the same shall be in addition to the Terms of Use provided herein*) :-

<b>Annexure(s)</b>	<b>Particulars</b>
<b>I</b>	Terms and Conditions of Bajaj Pay Wallet
<b>II</b>	Terms and Conditions of UPI fund transfer and fund collection facility
<b>III</b>	Terms and Conditions of Bharat Bill Payment Operating Unit (“BBPOU”) services
<b>IV</b>	Terms and conditions for Immediate Payment Service (“IMPS”) based electronic fund transfer
<b>V</b>	Terms and Conditions for Reward on BFL Network

#### 5. ELIGIBILITY

- a) You by accessing/logging in, browsing or otherwise using the BFL Network hereby represents and warrants that you as an “*eligible individual*”:
- (a) 18 (eighteen) years of age or above;
  - (b) are a citizen of India;
  - (c) are capable of entering into a legally binding agreement; and
  - (d) are not barred or otherwise legally prohibited, from accessing or using the BFL Network and/or from availing Bajaj Finserv Services.
  - (e) are the sole owner of Bajaj Finserv Account and cannot have more than one Bajaj Finserv Account at any point of time and if you allow any individual to use your Bajaj Finserv Account, such usage being not appropriate and not permitted by BFL in any manner, and you shall be solely responsible for any consequences thereof and for all actions taken in and/or through BFL Network.

- b) In addition to the above-mentioned requirements, you may also have to fulfil additional criteria as may be specified on the BFL Network to avail Bajaj Finserv Services.
6. You shall abide by the BFL's Terms and Conditions & rules as set out herein and the changes thereto as communicated through and/or made available on BFL Network from time to time. You agree that the availing of BFL Finserv Services, so offered by BFL, are subject to Applicable Law. You hereby agree and understand that BFL reserves sole discretion to accept or reject your request for availing BFL Finserv App and BFL'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 BFL, from time to time.
  7. You agree that BFL may, at its discretion, engage the services of merchant/service providers, direct sales agent ("DSA"), direct marketing agent ("DMA"), recovery/collection agents ("RA"), for providing BFL Finserv Services (*hereinafter collectively referred to as "BFL Partners"*). BFL shall be entitled at its discretion to engage/avail of, at the risk and cost of the services of such BFL Partners, in relation to/pursuant to any of the products/services offered, getting or verifying any information in relation to you/your assets, and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as BFL may deem fit.
  8. You agree that BFL can at its sole discretion, amend any of the services/facilities given in particular Bajaj Finserv Account, either wholly or partially at any time by giving you notice and/or provide an option to you to switch to other products/services/facilities.
  9. Any change in the Bajaj Finserv Account status or change of registered address and/or registered mobile number and/or email address 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 application may be restricted in case of invalid mobile number registration.**
  10. You hereby agree that BFL has adopted industry standard security procedures to carry out your verification through one-time electronic acceptance / confirmation/authentication either through a registered mobile phone or through any electronic / web platform and/or through your email id, submitted to BFL, in conjunction with the password for signing in to the BFL Network 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 security procedures are recognized under 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.
  11. 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 Bajaj Finserv Account and/or placement of restrictions on your usage of the BFL Network by BFL, after due notice(s) to You.

## 12. CONSENT OF CUSTOMER

1. Before using the **Bajaj Finserv Services**, you must carefully read these Terms of Use and Privacy Policy provided at <https://www.bajajfinserv.in/privacy-policy>. By Accessing, browsing or otherwise using the BFL Network and/or Bajaj Finserv Services provided by BFL, you agree and explicitly consent to all the terms and conditions under the Terms of Use and the Privacy Policy, 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 BFL records or such other mode of authentication as may be prescribed by BFL.
2. You hereby agree, consent and expressly authorise BFL/ its representatives/agents/ its group companies/affiliates to send communications, notices regarding, completion of on-boarding process, loans, insurance, co-branded credit card and other products from BFL, its group companies and/or third parties that have partnered with BFL, 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 BFL through aforesaid modes shall be binding on you.

## 13. WITHDRAWAL OF CONSENT

You shall have the option to withdraw your consent from these Terms of Use after fulfilling the pending contractual obligations, if any, to BFL. After fulfilling the contractual obligations, you are at liberty to refrain from using BFL Network and/or Bajaj Finserv Services. However, your continued use/availing of the BFL Network / Bajaj Finserv 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 BFL NETWORK

- (i) You agree **NOT** to use BFL Network: (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 Network and/or Bajaj Finserv Services (or any portions thereof).
- (ii) You shall be solely responsible for maintaining the confidentiality and security of your Bajaj Finserv Account, password, PIN, OTP, login details etc (“**Credentials**”) and activities that occur in or through your Bajaj Finserv 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, with or without your knowledge.
- (iii) You further agree **NOT TO**:
  - a) 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 Network or parts thereof, and or modifies or disables any of the functionality and/or the settings of the BFL Network, including without limitation any security measures deployed on the BFL Network.

- b) 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;
- c) Violate any code of conduct or other guidelines, which may be applicable for or to any portion of BFL Network and/or availed Bajaj Finserv Services.
- d) Violate any applicable laws for the time being in force in or outside India;
- e) Attempt to gain unauthorized access to any portion or feature of BFL Network, or any other systems or networks connected to BFL Network or to any server, computer, network, or to any of the services offered on or through BFL Network by hacking, password “mining” or any other illegitimate means;
- f) Reproduce, duplicate, copy, sell, resell or exploit any portion or feature of BFL Network, in any manner whatsoever;
- g) Probe, scan or test the vulnerability of BFL Network or any network connected to BFL Network or breach the security or authentication measures on BFL Network or any network connected to BFL Network;
- h) Reverse look-up, trace or seek to trace any information of BFL Network, including any account on BFL Network its source code, or exploit BFL Network or any service or information made available or offered by or through BFL Network.

## 15. FEES OR CHARGES

You shall be responsible to pay fees/charges, that may be applicable to transactions executed through BFL Network or for the use of Bajaj Finserv Services or for use of Bajaj Finserv Services and/or any feature thereof, to BFL or to such third party, as the case may be. However, wherein such fees/charges are applicable, you shall be informed by BFL about the nature and quantum of such fees/charges and only upon your explicit consent you will be liable for paying the applicable fees/charges, and the transaction shall be processed further, further the fee applicable in relation to the BFL Finserv Services are provided for in the **Schedule I** below. BFL 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 BFL Network or for use of the BFL Product & Services or any feature thereof.

## 16. PRIVACY TERMS

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

- (a) **Type of information collected:** BFL collects/ will collect such information that is necessary for the specified and lawful purposes of rendering the Bajaj Finserv 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: -

### (i) Information provided by You:

- (i) When you commence using the BFL Network / Bajaj Finserv Services, 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 BFL Network and while availing Bajaj Finserv Services, 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.
- (j) At the time of registration/login/ sign-up to the BFL Network and/or while availing the Bajaj Finserv Services, BFL may ask including but not limited the following information: -
- (i) Name (First Name, Middle Name and Last Name);
  - (ii) Mobile Number;
  - (iii) Email ID;
  - (iv) Date of Birth;
  - (v) PAN ;
  - (vi) Subject to applicable law, documents as may be required for KYC Compliance.
- (k) Pursuant to the features of the BFL Network or the nature of Bajaj Finserv Services availed 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 Network and/or the Bajaj Finserv Services.

### (ii) Information captured while using/browsing BFL Network:

- o 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.

- BFL collects your information as per your use and browse in BFL Network through various technologies/applications. This includes transaction details related to you, including the manner of use of Bajaj Finserv 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, BFL also collects the order details, delivery information etc.
- BFL may from time to time, during the course of your utilisation of the BFL Network/ **Bajaj Finserv 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 to verify location and to check the feasibility of BFL Network's serviceability, (iii) Your device and/or call log details/contact details, to prevent fraud and to stop unauthorized device access of BFL Network on your behalf, and (iv) Your email details/access to verify your credentials including your conduct on online platform.

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

- (1)** BFL may, upon receiving your consent, request certain third parties to provide information about you to further personalize your experience on BFL Network, and provide certain services that cannot be accessed by all users of the BFL Network.
- (2)** BFL may collect your credit related information (e.g. credit score) from third parties (e.g. Credit Information Companies/Information Utilities/Account Aggregators) under a contract.
- (3)** BFL may receive Your additional information, 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.

**(b) How the collected Information is used**

- a) Your information is collected for providing better service in respect of Bajaj Finserv Services to you, 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 the Bajaj Finserv Services collected by BFL from you while accessing the BFL Network, with its group companies, subsidiaries, affiliates, co-branded credit card partners, service provider, agencies and/or any third party, including but not limited to the purposes, such as, to complete the transaction initiated by you, to render service to you and/or to enhance the Bajaj Finserv 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.
- b) BFL may utilize 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 Bajaj Finserv Services, 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 Network / Bajaj Finserv Services for you.
  - e) Communicating you about BFL Network / Bajaj Finserv 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 BFL Network to improve Bajaj Finserv Services.
  - h) Storing and maintaining your information for complying with our legal obligations.
- c) 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 Bajaj Finserv Account and for availing Bajaj Finserv Services.
  - (b) **Identifying devices**: Device related information and application related information may be used to identify Devices when you use/access BFL Network;
  - (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 Network 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.
- d) BFL may utilise your name, phone number, email address and Bajaj Finserv 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 [grievanceredressalteam@bajajfinserv.in].

- e) BFL may utilise the information as part of payment services such as to enable You to access and utilise the payment services in compliance with prevailing law & regulations and share such information with third-party Service Providers for a seamless experience for You.

## **17. COOKIES**

BFL uses data collection devices such as “cookies”, etc. on certain parts of the BFL Network to help and analyse the Bajaj Finserv Services. The Bajaj Finserv Services may be offered to you based on your access or interaction to the BFL Network. 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 Network that may only be available through use of a “cookie”.

## **18. TERMINATION/SUSPENSION OF BAJAJ FINSERV ACCOUNT:**

- a. If you violate any of these covenants herein, BFL reserves the right to terminate your access or delete the Finserv Account maintained by you in BFL Network and/or BFL can prohibit or bar you from using or accessing such Bajaj Finserv Account/BFL Finserv Services. BFL may temporarily or permanently suspend or freeze or block access to the Bajaj Finserv Account/BFL Finserv Services, if it has reason to believe that there is suspicious or unusual activity being carried out by you or if BFL is of the view and/or suspects any omission and/or commission including but not limited to any malefices / fraud / mischief / impersonation / phishing / hacking / unauthorized access etc., for such period as it may deem fit until it has received to its satisfaction the necessary clarifications as sought from you and/or until it is convinced that operations in the Bajaj Finserv Account can recommence. You shall forthwith furnish all clarifications/information sought by BFL. You may reach out to the BFL grievance redressal team for any assistance, if any, needed by you as a result of the afore-mentioned suspension/ deletion to resolve the same, the details of which are provided in **Clause 30 below**.
- b. You agree and acknowledge that, BFL may at its sole discretion without assigning any reason, terminate your Bajaj Finserv Account at any time by giving you a 30 (*Thirty*) calendar days’ notice. Provided no such notice period requirement shall arise in case of any breach by you of these Terms of Use.

## **19. DISCLAIMER**

- (i) The Bajaj Finserv Services including all content, software, functions, material, and information made available or accessible through the BFL Network are provided 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 Network.
- (ii) BFL does not warrant in any manner whatsoever that the functions contained in content, information and materials on the BFL Network, including, without limitation any third-party sites or services linked to the BFL Network, will be uninterrupted, timely or error-free, that the defects will be rectified, or that the BFL Network or the servers that make such content, information, and materials available are free of viruses or other harmful components.

- (iii) You understand that a payment transaction, if any, is solely between You who uses the BFL Network to make payment (“**Sender**”) and the person/entity who receives such payment from the Sender (“**Recipient**”) and BFL does not provide any guarantees or warranties with respect to any such service, goods, or delivery level commitment provided by such person/entity.

## **20. INDEMNITY**

You agree to defend, indemnify and hold harmless BFL, its promoters, officers, directors, employees and agents, partners, 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 of/to BFL Network / Bajaj Finserv Services;
- 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 Network and/or Bajaj Finserv Services for any wrongful manner.

## **21. DAMAGES AND LIMITATION OF LIABILITY**

1. Notwithstanding anything contained in these Terms of Use 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 access to and use of BFL Network, unless the same is directly attributable to wilful default or gross negligence on the part of BFL..

2. 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: -

- 1. 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;
2. use of BFL Network/Bajaj Finserv Services by third persons/parties, whether authorised or unauthorised by You;
  3. transfer of funds to the wrong mobile number/recipient/account by You;
  4. theft or loss of your mobile phone/device, hardware and/or equipment on which the app is installed;
  5. your inability to effect or complete any transaction due to system maintenance or breakdown/non-availability of the BFL Network or any network;
  6. you being deprived of the use of BFL Network as a consequence of any act or omission by BFL for 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.
3. Notwithstanding anything contained under these Term of Use or any other document, in no event, BFL or any of its directors, employees, agents and/or personnel shall be liable to You, for any damages, liabilities, losses, arising out of: (i) these Terms of Use, the platform or any reference site, mobile application, products or services made available on BFL Network; and/or (ii) Your use or inability to use the reference site, mobile application, products or services or any reference site made available through BFL Network. Further BFL's aggregate liability in any manner whatsoever shall not exceed Rs. 1000/-, unless specifically provided for under any Applicable Law
4. This Clause shall survive even after the termination of your Bajaj Finserv Account and/or Bajaj Finserv Services and/or use of BFL Network.

## **22. RECORDS OF TRANSACTIONS:**

The records of transactions on BFL Network shall be conclusive against you and the same shall be binding on you except in the case of computation and/or manifest error. In case there are no transactions initiated by you in your BFL Finserv Account for a continuous period of one (1) years (excludes system generated transactions like credit interest, debit interest), then the account would be treated as a 'Dormant' Account by BFL except Bajaj Pay Wallet which will be governed in terms of terms and conditions as stipulated in Annexure I. You agree that your Bajaj Finserv Account status would change to '**Active**' only based on your instruction in this regard and after submission details/documents/acceptance for terms as may be deemed necessary by BFL.

## **23. RIGHT TO LIEN / SET OFF**

1. 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, and outstanding's, including any charges/fees/dues payable under these Terms of Use.

2. 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 with BFL in order to recover funds for transactions which are incorrectly or erroneously processed.
3. BFL shall not be held responsible or liable for any losses, expenses, costs etc. suffered or incurred by you by reason 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.

## **24. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. BFL Network and/or Bajaj Finserv Services are protected by intellectual property laws. No information, content or material from the BFL Network may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without BFL's express written permission. You are hereby given a limited permission to use the BFL Network, subject to his/her agreement of these Terms of Use
2. By uploading , submitting, storing , sending or receiving content that may include feedback to or through BFL Network, 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 Network and BFL Network 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.

## **25. TAX LIABILITY**

You hereby agrees to comply with any and all applicable tax laws in connection with use of the Bajaj Finserv Services, and/or Bajaj Finserv Services, including without limitation, the reporting and payment of any taxes arising in connection with payments made through the Bajaj Pay Wallet, BFL Network, or funds/income received through the BFL Network / Bajaj Pay Wallet.

## **26. LICENSE AND ACCESS**

- i. BFL is the sole owner of all rights, titles and interest including any and all intellectual property rights in BFL Network.
- ii. BFL grants you a limited permission to access and use BFL Network 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 Network 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.

- iii. Any unauthorized use of BFL Network shall trigger breach of these terms and would result in legal action being initiated by BFL against You under the prevailing laws.

## **27. FORCE MAJEURE**

BFL shall not be held responsible for any damage, loss, non-availability of the BFL Network or BFL Network 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:
  - Your conduct in using third party extensions, plug-ins or add-ons on the/ You web browser;
  - You shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms, downloading applications from unreliable sources;
  - 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;

## **28. GENERAL**

- No joint venture, partnership, employment or agency relationship exists between you and BFL.
- If any provision of these Terms of Use 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 of Use but the legality, validity and enforceability of the other provisions in these Terms of Use 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.
- These Terms of Use 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.
- BFL may, at its sole discretion, transfer or assign its rights and obligations stated herein, without providing any notice to you, or to any third parties

## **29. MODIFICATIONS AND UPDATES TO BFL NETWORK**

- A. BFL reserves the right to make changes to, or update BFL Network applications, and/or to charge for its Bajaj Finserv 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 Network. However, BFL does not promise/guarantee in any manner whatsoever about the continuous availability of the BFL Network and/or that it shall always update BFL Network so that same is relevant/accessible to you or that the updated versions of BFL Network 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 Network. The updated version of these Terms shall supersede the previous version of the Terms and shall be immediately effective upon posting on the BFL Network and shall be binding on you.

### 30. GRIEVANCES

(i) **Grievances for Bajaj Finserv Services (including Bajaj Pay Wallet)**

In case You have any concerns regarding Bajaj Finserv Services, please contact:

LEVEL 1	<p>We are committed to resolving your queries/issues, you need to follow the below steps to raise your request:</p> <ul style="list-style-type: none"> <li>a. Bajaj Finserv Wallet &gt; Menu &gt; Get in Touch &gt; Raise a Request</li> <li>b. Bajaj Finserv Wallet &gt; Menu &gt; Get in Touch &gt; Raise a Request History &gt; Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate</li> </ul>
LEVEL 2	<p>We are committed to resolving your queries/issues within 7 working days. If you do not hear from us within this time, or you are not satisfied with our resolution of your query, the customer may go through the below steps:</p> <ul style="list-style-type: none"> <li>(ii) Bajaj Finserv Wallet &gt; Menu &gt; Get in Touch &gt; Raise a Request History &gt; Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate</li> </ul> <p>We have our Grievance Redressal Officer, Mr Jayesh Dave who heads the Customer Experience <a href="mailto:grievanceredressalteam@bajajfinserv.in">grievanceredressalteam@bajajfinserv.in</a></p>
LEVEL 3	<p>If the customer is not satisfied with the resolution provided at Level 2, the customer may post his/her complaint/query to the Nodal Officer/Principal Nodal Officer as per the region defined. Can get the Nodal Officer/Principal Nodal Officer details from <a href="https://www.bajajfinserv.in/finance-corporate-ombudsman">https://www.bajajfinserv.in/finance-corporate-ombudsman</a> .</p>
LEVEL 4	<p>BFL have appointed an Internal Ombudsman for Pre-paid Payment Instruments (PPI). As per the company guidelines if any complaint raised by customer is fully or partially rejected by company those case will be moved to Internal Ombudsman.</p> <p>The customers of the Company will not have direct access to Internal Ombudsman.</p>
LEVEL 5	<p>If the customer is not satisfied with the redressal provided or have not received a</p>

	<p>response from BFL within 30 days of lodging a complaint with BFL from the above mentioned matrix, the customer may approach .Reserve Bank of India, Office of the Ombudsman for Digital Transactions for Grievance Redressal</p> <p>Details of the scheme are available at  <a href="https://www.rbi.org.in/Scripts/bs_viewcontent.aspx?Id=3631">https://www.rbi.org.in/Scripts/bs_viewcontent.aspx?Id=3631</a></p>
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**(iii) Grievances for UPI Facility:**

	<p><b>Dispute &amp; Grievance</b></p> <p>Bajaj Finance Limited (“<b>BFL</b>”) has tripartite contractual agreements with sponsor PSP Bank (“<b>Axis bank</b>”) and NPCI and we are obligated to facilitate grievances / complaints resolution of the customers onboarded on our UPI application.</p> <p>Every end-user customer can raise a complaint with respect to a UPI transaction, on the BFL Network.  You can select the relevant UPI transaction and raise a complaint in relation thereto</p>
	<p><b><u>Level 1:</u></b></p> <p>You can raise a complaint with BFL Network with respect to all UPI related grievances / complaints if the UPI transaction is made through BFL Network.</p> <p>BFL Network &gt; Menu &gt; Get in Touch &gt; Raise a Request.</p> <p><b><u>Level 2:</u></b></p> <p>In case the complaint / grievance remains unresolved, the next level for escalation will be the PSP Bank, followed by the bank (where you maintain your account) and NPCI, in the same order.</p> <p>After exercising above options, you can approach the Banking Ombudsman and / or the Ombudsman for Digital Complaints, as the case may be.</p> <p>The complaint can be raised for both the types of transactions i.e. fund transfer and merchant transactions.</p> <p>You shall be kept communicated by Bajaj Pay by means of updating the status of your complaint on BFL Network.</p>

**(iv) Grievances for BBPOU Services:**

LEVEL 1	We are committed to resolving your queries/issues, you need to follow the below
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	<p>steps to raise your request:</p> <p>(i) BFL Network &gt; Menu &gt; Get in Touch &gt; Raise a Request</p> <p>(ii) BFL Network &gt; Menu &gt; Get in Touch &gt; Raise a Request History &gt; Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate.</p>
LEVEL 2	<p>We are committed to resolving your queries/issues within 7 working days. If you do not hear from us within this time, or you are not satisfied with our resolution of your query, the customer may go through the below steps:</p> <ul style="list-style-type: none"> <li>• BFL Network &gt; Menu &gt; Get in Touch &gt; Raise a Request History &gt; Reopen the request if not satisfied with the response, also there is option incase customer wants to escalate.</li> </ul> <p>We have our Grievance Redressal Officer:</p> <p>Sukhinder Singh Thapar  Grievance Officer  PayU Payments Private Limited  [9th floor, Bestech Business Tower, Sohna road, Sector 48, Gurgaon - 122002, Haryana, India]  Email id: [carehead@payu.in]</p>

### 31. GOVERNING LAW AND JURISDICTION

All transactions carried out in connection with Bajaj Finserv Services through BFL Network applications and 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.

**ANNEXURE – I**  
**Terms and Conditions of 'Bajaj Pay Wallet'**

In addition to the Terms of Use provided above these terms and conditions regulate the use of Semi Closed Prepaid Payment Instrument or such other services which may be added from time to time under the brand name “**Bajaj PayWallet**” (referred to as “**Bajaj Pay Wallet**” or “**Wallet**”) offered by BFL. BFL has been authorised in this regard by the Reserve Bank of India (“**RBI**”) in accordance with the provisions of the Payment and Settlements Act, 2007 and the regulations and directions issued by RBI from time to time. By proceeding to use the Bajaj Pay Wallet, You agree to be bound by these terms (*hereinafter* “**Wallet Terms and Conditions**”) in addition to agreeing to the Term of Use stated above.

By proceeding to use Bajaj Pay Wallet, you hereby represent not to currently be a Politically Exposed Person (“**PEP**”) as defined by the RBI in *Master Direction-Know Your (KYC) Direction, 2016*. However, you also agree and undertake to immediately notify BFL in circumstances where your status in this regard changes as PEP by promptly notifying BFL in writing to ensure that appropriate steps are taken in accordance with applicable laws and BFL internal policy/framework. You further understand that as a PEP, you will be subject to additional due diligence requirements as determined by RBI as well as transaction monitoring and reporting requirements to ensure uninterrupted use of Bajaj Pay Wallet and other products/services provided by BFL.

By mere use of Bajaj Pay Wallet, you shall be contracting with BFL and these Wallet Terms and Conditions including all policies referenced herein will be binding on you.

When you transact using the Bajaj Pay Wallet through BFL Network or on at any Merchant, these Wallet Terms and Conditions in addition to the Terms of Use will be applicable to you. BFL reserves the right, at its sole and absolute discretion, to change, modify, add or remove portions of these terms, at any time without any prior written notice to you. It is your responsibility to review these terms periodically for any updates / changes. As long as you comply with these Wallet Terms and Conditions and Terms of Use provided above, *BFL agrees to grant You a personal, non-exclusive, non-transferable, limited privilege to utilize the Bajaj Pay Wallet and other services that maybe offered through Bajaj Pay Wallet from time to time.*

**a. DEFINITIONS:**

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

**"Charge(s)"** or **"Service Charge"** shall mean the charges which BFL may levy upon the Customer in consideration for availing the Bajaj Pay Wallet services.

**"Customer"** shall mean a person or an individual who has registered to BFL Network for availing Bajaj Pay Wallet services and has accepted all applicable and owns a compatible mobile phone that supports the said services.

“**Full KYC Wallet**” means the Wallet of the Customer issued by BFL which is fully KYC compliant as per Para 9.1 Sub Para (ii) of RBI Master Direction on Issuance and Operation of Prepaid Payment Instruments and as more specifically described at clause.

"**Merchant**" shall mean and include physical Merchants, online Merchants and any other outlet that has been authorized by BFL to accept payments using the Bajaj PayWallet.

"**Minimum KYC Wallet**" means the Wallet of the Customer issued as per Para 9.1 Sub Para (i) of RBI Master Direction on Issuance and Operation of Prepaid Payment Instruments issued and thereby accepting minimum Customer details being Customer name, mobile number verified with One Time Pin (OTP) and unique identification number of any of the ‘officially valid document’ defined under Rule 2(d) of the PML Rules 2005, as amended from time to time.

“**Minimum KYC Wallet- with loading only from bank account**” means the Wallet of the Customer issued as per Para 9.1 Sub Para (iii) of RBI Master Direction on Issuance and Operation of Prepaid Payment Instruments and thereby accepting the minimum Customer details being Customer name, mobile number verified with One Time Pin (OTP) and unique identity/ identification number of any ‘mandatory document’ or ‘**officially valid document**’ (OVD) listed in the Master Direction on KYC, as issued by RBI and as amended from time to time.

"**Bajaj PayWallet**" or “**Wallet**” means semi-closed system prepaid payment instruments issued as either Minimum KYC Wallet or Minimum KYC Wallet- with loading only from bank account or Full KYC Wallets by BFL, as the case may be, in accordance with the RBI Master Direction on Issuance and Operation of Prepaid Payment Instruments , to Customers from time to time.

"**Person-to-Bank Transfer**" refers to a facility to transfer funds from the Customer’s Bajaj PayWallet to any bank account.

"**Person-to-Person Transfer**" refers to a facility to transfer funds from the Customer’s Bajaj PayWallet to any other pre-paid instrument issued by BFL or any other third party.

"**RBI**" means the Reserve Bank of India.

"**Person-to-Merchant Transfer**" refers to a facility to transfer funds from the Customer’s Bajaj PayWallet to any Merchant having necessary arrangements in place to accept the Bajaj Pay Wallet payments towards purchase of goods and services.

"**Transaction**" shall include the following transactions Person-to-Person Transfer or Person-to-Merchant Transfer or Person-to-Bank Transfer or such mode of transfer as may be allowed by RBI, from time to time.

#### b. **ELIGIBILITY**

- a. Bajaj Pay Wallet are available only to resident Indians who have attained the age of 18 years and above are competent to contract in accordance with applicable law.
- b. The Wallet services are not available to persons under the age of 18 years or to anyone previously suspended or removed by BFL from availing the Wallet services.

- c. The Customer hereby represents and warrants that:
- a) the Customer has the legal and/or right capacity to enter into this arrangement with BFL by virtue of availing of the Wallet services and to abide by all the terms contained herein and/or as informed by BFL from time to time.
  - b) the Customer has not been previously suspended or removed by BFL or disqualified for any other reason, from availing the Wallet Services or using the BFL Network services.
  - c) the Customer shall not impersonate any person or entity, or falsely state or otherwise misrepresent his identity, age or affiliation with any person or entity. In the event of any violation of these Wallet Terms, BFL reserves the right to suspend or permanently prevent the Customer from availing the Wallet Services or using the BFL Network services.
  - d) the Customer is entitled to maintain only one Wallet at a time with BFL. If the Customer has any other Wallet with BFL, he/she shall report the same to BFL in this regard. The Customer hereby agrees and understands that BFL reserves right and sole discretion to forthwith close any of Wallet(s) with intimation to the Customer in case the same comes to the attention and/or knowledge of BFL and/or upon receipt of the Customer's communication to this effect. The Customer undertakes to complete all formalities as required by BFL for continuation of the Wallet with BFL.

c. **DOCUMENTATION**

- i. The Customer understands and agrees that the collection, verification, audit and maintenance of the correct and updated Customer information is a continuous process at BFL's end and BFL reserves the right at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. BFL reserves the right to discontinue the Bajaj Pay Wallet services or reject applications for issuance of the Bajaj Pay Wallet at any time if there are discrepancies in the information provided by the Customer and/or documentation provided by the Customer.
- ii. The Customer agrees that any information by the Customer provided to BFL with the intention of availing of and/or using the Bajaj Pay Wallet services shall vest with BFL, and may be used by BFL, for any purpose that is in addition to the purposes stipulated under the Terms of Use/Wallet Terms and Conditions and/or are not inconsistent with any applicable law or regulation, at its sole discretion.

d. **TERMS RELATING TO TYPES OF THE BAJAJ FINSERV WALLET**

1. Subject to the prevailing regulations, the Customer can avail of the following:
  - Minimum KYC Wallet
  - Minimum KYC Wallet- with loading only from bank account
  - Full KYC Wallet

**Minimum KYC Wallet:** The Customer hereby agrees and confirms to abide by and fulfil the following terms and conditions that shall apply to the maintenance and operations of such Minimum KYC Wallets:

- i. The Minimum KYC Wallet shall be reloadable in nature and **issued only in electronic form.**
- ii. The amount loaded in such Minimum KYC Wallet during any month shall not exceed Rs.10,000/- and the total amount loaded during the financial year shall not exceed Rs.1,00,000/-.
- iii. The amount outstanding at any point of time in such Minimum KYC Wallet shall not exceed Rs.10,000/.
- iv. The total amount debited from such Minimum KYC Wallet during any given month shall not exceed Rs. 10,000/-
- v. The Minimum KYC Wallet shall be used only for Person-to-Merchant transfers.
- vi. Any transfer of monies from the Minimum KYC Wallet to bank accounts and other wallets of BFL and/or any other pre-paid instrument issuer is not permitted.
- vii. The Customer shall complete the full KYC process in respect of such Minimum KYC Wallets within two years (*Twenty four months*) of the date of issuance of the said wallets, failing which no further credit or loading shall be allowed by BFL in such Minimum KYC wallets. The Customer shall thereafter be allowed only to use the available balance in the Minimum KYC Wallet.
- viii. The Customer can close the Minimum KYC Wallet at any time by making a request to BFL in this regard through BFL Network and the outstanding balance at the time of closure shall be transferred to the Customer's bank account and/or to 'back to source' (payment source from where the Minimum KYC Wallet was loaded) subject to the completion of the necessary KYC requirements. The Customer hereby agrees and understands that BFL shall be entitled to call for the relevant information/documents pertaining to the Customer's bank account and/or 'back to payment source' where funds have to be transferred post closure of the Minimum KYC Wallet.

**Minimum KYC Wallet- with loading only from bank account:** The Customer hereby agrees and confirms to abide by and fulfil the following terms and conditions that shall apply to the maintenance and operations of such Minimum KYC Wallets- with loading only from bank account: -

- a. These Wallets shall be reloadable in nature and issued in card or electronic form. Loading / reloading shall be only from a bank account and/or credit card.
- b. The amount loaded in such Wallets during any month shall not exceed Rs.10,000 and the total amount loaded during the financial year shall not exceed Rs.1,20,000.
- c. The amount outstanding at any point of time in such Wallets shall not exceed Rs.10,000.
- d. The Minimum KYC Wallet- With loading only from bank account shall be used only for Person-to-Merchant transfers.
- e. Any transfer of monies from such wallet to bank accounts and other wallets of BFL and/or any other pre-paid instrument issuer is not permitted.
- f. The Customer can at their option close the said Wallet at any time by making a request to BFL in this regard through BFL Network and the outstanding balance at the time of closure shall be transferred 'back to source' (payment source from where the said Wallet was loaded) subject to the completion of the necessary KYC requirements. The Customer hereby agrees and understands that BFL shall be entitled to call for the relevant information/documents pertaining to the 'back to payment source' where funds have to be transferred post closure of the Wallet.

## Full KYC Wallet

1. The Customer's existing Minimum KYC Wallet and Minimum KYC Wallet- with loading only from bank account shall be upgraded to a Full KYC Wallet after the Customer submits all the relevant *KYC* documents and the same are verified and approved by BFL.
2. The Customer hereby agrees and confirms to abide by and fulfil the following terms and conditions that shall apply to the maintenance and operations of such Full KYC Wallets:
  - a) Full KYC Wallets shall be issued only to the Customers post being fully KYC compliant.
  - b) Full KYC Wallets shall be reloadable in nature and issued only in electronic form.
  - c) The amount outstanding in such Full KYC Wallets shall not exceed Rs.1, 00,000/- at any point of time.
  - d) The Customer can register persons/individuals as '*beneficiaries*' on the Bajaj Pay Wallet (by providing their bank account details and such other details as may be requested for by BFL for the purposes of effecting Person-to Person and Person to bank transfers to such *beneficiaries*).
  - e) The Customer shall be entitled to set their own defined beneficiary limits.
  - f) In case of such pre-registered beneficiaries, the funds transfer limit shall not exceed Rs.1,00,000/- per month per beneficiary and the funds transfer limits for all other cases shall be restricted to Rs.10,000/- per month.
  - g) The Customer can at their option close the Full KYC Wallet at any time by making a request to BFL through BFL Network and the outstanding balance at the time of closure shall be transferred to the Customer's bank account and/or to 'back to source' (payment source from where the Full KYC Wallet was loaded). The Customer hereby agrees and understands that BFL shall be entitled to call for the relevant information/documents pertaining to the Customer's bank account and/or 'back to payment source' where funds have to be transferred post closure of the Full KYC Wallet.
  - f) In case of death of Customer, balance in the Bajaj Pay Wallet will be settled as per the deceased claim settlement policy of BFL.

The Customer hereby agrees and acknowledges that BFL before entering into any relationship including, account-based relationship, will carry out due diligence as required under Know Your You ("**KYC**") guidelines of BFL pursuant to the directions issued by RBI. Customer shall submit necessary documents or proofs, such as identity, address, photograph and any such information to meet with KYC, Anti Money Laundering ("**AML**") or other statutory/regulatory requirements. Further, after the opening of account/establishment of such relationship, in compliance with the extant regulatory guidelines, Customer agrees to submit the above documents again at periodic intervals, as may be required by BFL. BFL will not be responsible or liable for any violation by the Customer of applicable law, regulation, or guidelines.

The Customer hereby declare that his/her name does not, at anytime, appear in the consolidated list of terrorist Individuals/ organizations as circulated by the Statutory, Regulatory and Government authorities from time to time.

The Customer hereby authorize BFL to use his/her existing details and KYC documents/data for KYC compliance, if any, for such Customer and in case of any changes in registered KYC

details/documents or bank account details, such Customer shall update about the same & submit the updated KYC details to BFL, from time to time.

**CKYC Consent** – Customer hereby authorize BFL to verify/check/obtain/download my KYC details from the CKYC Registry; (i) by verifying such details through the CKYC number (i.e. KYC Identifier Number- KIN) provided by the Customer or (ii) by obtaining such CKYC number/KIN, through details shared by the Customer.

The Customer hereby consent for receiving information from Central KYC Registry and/or CERSAI through SMS/Email on my Mobile number/email address registered with BFL.

**Aadhaar Offline Verification Specific Consent (OKYC)** – If the Customer opts for OKYC mode, than such Customer hereby voluntarily consent and opt for, at his/her own discretion, to share the XML file containing Aadhaar information to BFL/ its service providers and CIDR/UIDAI, for the purpose of establishing my identity and verification of the same under UIDAI guidelines or under any applicable law, as may be amended from time to time. Pursuant to the same, the Customer hereby agrees to inform BFL that:

- a. His/her XML file containing Aadhaar details will be used for KYC (Know Your Customer) identification, verification and due diligence purpose only, as permitted under applicable law for:
  - i. availing financial facilities/ services from BFL in future, or
  - ii. commencement of any relationships/arrangement with BFL in future.
- b. During offline verification process, information such as Name, Photo, Date of Birth, Email ID, Mobile Number, Age, Gender, and address of the Customer may be verified by BFL basis the Aadhaar details shared by CIDR/UIDAI,
- c. Customer shall share the share code or confirm on the auto populated share code, as the case may be, for successful XML file download and upload as contemplated under applicable law to complete my offline KYC process by verification of Aadhaar details,
- d. Providing the Aadhaar details is not mandatory and there are alternative options for completing my KYC process such as performing physical KYC with submission of officially valid documents,
- e. Customer may be required to submit any other officially valid document (OVD)/ Deemed to be OVD in place of Aadhaar details;

The Customer further understand and acknowledge that the records and audit trail of the KYC verification mode opted, may be used by BFL for evidentiary purposes and further understand and acknowledge that the records and audit trail of the Aadhaar Offline identification and verification process may be used by BFL for evidentiary purposes, including but not limited for submission before courts/tribunals/mediators/arbitrators or to any statutory or regulatory authority and the Customer hereby expressly consent to the same

#### 4. **GENERAL TERMS AND CONDITIONS:**

- i. Withdrawal of cash is not allowed from Bajaj Pay Wallet. Any outstanding balance in the Bajaj PayWallet must be utilized only to make payments for valid Transactions.
- ii. Bajaj Pay Wallet is not transferable in nature.

iii. BFL reserves the right to suspend/discontinue the Bajaj Pay Wallet services to the Customer at any time, for any cause, including, but not limited, to the following:

- a) for any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of these Wallet Terms and Conditions;
- b) for any suspected discrepancy in the particular(s), documentation or enrolment details provided by the Customer while registration or otherwise;
- c) to combat potential fraud, sabotage, wilful destruction, threat to national security or for any other force majeure event;
- d) if the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- e) if the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
- f) if the mobile number registered with the Customer Bajaj Pay Wallet ceases to be operational or is not in the possession or control of the Customer;
- g) if BFL believes, in its reasonable opinion, that cessation/suspension is necessary for any other legitimate purpose.

iv. **No interest** will be payable by BFL on the available balance reflected in the Bajaj Finserv Wallet;

v. Any operation of or continued availability of any facility respect to the Bajaj Finserv Wallets from time to time shall be subject to any requirements under applicable laws, and any new regulations or directions from any regulatory authorities in India.

vi. The Customer with no financial transaction for a period of one year (*twelve months*) shall be made inactive by BFL after sending a notice to the Customers. These can be reactivated only **after validation and applicable due diligence**, as per process set by BFL and necessary details in this regard will be shared with the RBI.

vii. The Customer agrees and understands that BFL may at its sole discretion levy limits and/or charges on the loading of monies to the Bajaj Pay Wallet from various payment modes and/or on transfer of the monies in relation to Transaction(s), which may vary in limits and/or charges, subject to applicable law.

ix. BFL shall effect all the refunds in case of failed / returned / rejected / cancelled Transactions to the Bajaj Finserv Wallet of the Customer in accordance with requisite RBI guidelines.

e. **BAJAJ PAY WALLET CHARGES & VALIDITY**



- a) The Customer shall pay the Service Charges prescribed by BFL in the form and manner prescribed for such payment. BFL may at its discretion, change, amend, increase, or reduce the Service Charges with prior intimation to the Customer.
- b) Any value in the Customer Bajaj Pay Wallet that is utilized towards making payments for any Transaction shall be automatically debited from such Bajaj Pay Wallet. BFL's responsibility is limited to the debiting of the Bajaj Pay Wallet and the subsequent payment to any Merchant/individual that the Customer might transact with. BFL does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using the Bajaj PayWallet.
- c) 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.bajajfinserv.in/all-fees-and-charges> **and are specifically detailed under Schedule I herein.**
- d) BFL reserves the right to appropriate and/or set off any balance in the Bajaj Pay Wallet in order to recover funds for transactions processed as per the Customer request.

**f. WALLET EXPIRY AND BALANCE FORFEITURE**

- a. Bajaj Pay Wallet shall have a minimum validity period of 12 (*twelve*) months from the date of last loading/reloading of the said Wallet and BFL may extend the validity period for such tenures as BFL may in its sole discretion determine. BFL may also terminate the Bajaj Pay Wallet at its sole and absolute discretion either without assigning reasons or on account of Customer's breach of these terms or on account of a directive received from the RBI/any other regulator/court of law/applicable law. Notwithstanding the foregoing, BFL reserves the right to terminate Customer's Bajaj Pay Wallet in case of violation of any policy or Terms of Use stated above or such other terms as may be issued by BFL or any rule/policy issued by the RBI or Government of India or any other concerned body and in such event, any balance such wallet shall be credited back to Customer's bank account linked to the Bajaj Pay Wallet. In such an event, BFL shall report the matter to the concerned regulatory body and may freeze Customer's Bajaj Wallet until given a clearance by such concerned regulatory body.
- b. In the event that Bajaj Pay Wallet is due for expiry on the grounds as set out herein, BFL shall inform the Customer of the same at least 45 (forty-five) days prior to the date of expiry by sending a communication in this regard to the e-mail id/mobile number provided by Customer to BFL. In the event that there is an outstanding balance in Customer wallet, Customer may at any time subsequent to the expiry of the said wallet make a request to BFL to initiate a refund of the outstanding Bajaj Pay Wallet balance and the aforesaid balance will be transferred to a bank account that Customer had either linked to wallet previously or the bank account details Customer have provided to BFL at the time of raising such request for refund. BFL further reserves the right to move Customer's Bajaj Pay Wallet to Debit Only Mode, if Customer is involved in any suspicious transaction and/or any transaction in gross violation of the rules and regulations issued by the RBI, governing the use of Pre-Paid Payment Instruments including but not limited to rules and regulations under Prevention of Money Laundering Act, 2002 and any amendments thereto. In such an event, BFL shall report the matter to RBI and shall also freeze Customer's Bajaj Wallet until the receipt of findings, and clear report from RBI in this regard.

**g. PASSBOOK**

- a. The Customer's passbook available on the Bajaj Pay Wallet would reflect all the Transactions performed through the said Wallet.
- b. Passbook showing the details of the Transactions for the last six (6) months in the Bajaj Pay Wallet will be available to the Customer.

**h. CUSTOMER OBLIGATIONS**

2. Bajaj Pay Wallet availability is subject to the maintenance of an active mobile phone and internet connection. Bajaj Pay Wallet availability is subject to the maintenance of a mobile phone handset and other application on which services/application/platform can run and the Customer is solely responsible for all liability arising from the unavailability of the services/application/platform due to a deficient or defective mobile handset or the internet service provider not being able to support any Bajaj Pay Wallet channel or application.
3. The Customer must ensure the availability of sufficient funds in the Customer Bajaj Pay Wallet before executing any Transaction from the Customer Bajaj Pay Wallet.
4. The Customer shall be solely responsible for the confidentiality, safety and security of the login credentials for availing Bajaj Pay Wallet (“**Credentials**”). The Customer shall be the sole owner of the Password and shall be responsible for the consequences arising out of disclosure of the Credentials and/or the unauthorized use of Bajaj Pay Wallet. In case the Credentials is lost or misplaced, the Customer shall promptly inform BFL by calling at the Customer care numbers where after the existing Credentials will be barred and a new Credentials will be issued to the Customer after necessary validation. In case the mobile phone/SIM card/mobile number associated with the Customer Bajaj Pay Wallet is lost/stolen/misplaced/no longer in the Customer control. The Customer shall promptly inform BFL. BFL will upon receipt of such information block the relevant account.
5. The Customer shall intimate BFL about change in the Customer address, if any, along with such proof of address as per the KYC documents.
6. The Customer shall not use Bajaj Pay Wallet for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, BFL policy or public policy or for any purpose that might negatively prejudice the goodwill of BFL or violate the Terms of Use including the Bajaj Pay Wallet Terms set out herein.
7. The Customer acknowledges and understands that the Bajaj Pay Wallet is linked to the Customer’s mobile phone number and the Customer shall be solely responsible for any liability arising out of the loss/theft/misuse of the mobile phone number or deactivation of mobile connection by the concerned telecom service provider.
8. Information submitted by the Customer for availing Bajaj Pay Wallet and/or information submitted while using Bajaj Pay Wallet may be shared by BFL with any affiliate or co-brand credit card partners of BFL or any third party, inter alia, to facilitate the provision of the Bajaj Pay Wallet or for the purposes specified in the Terms of Use and the Bajaj Pay Wallet Terms and conditions.
9. The Customer shall ensure that the Bajaj Finserv Wallet services are not used for Transactions in foreign currency. The Bajaj Pay Wallet is issued in India and shall be valid only in India and shall be used at Merchant only in India.
10. Without limiting the foregoing, the Customer agrees that the Customer will not use the Bajaj Pay Wallet to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:
  - a. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically

- objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- b. infringes any patent, trademark, copyright or other proprietary rights;
  - c. contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment;
  - d. Advertises or offers to sell any goods or services for any commercial purpose;
  - e. is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
  - f. falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
  - g. violates any law for the time being in force;
  - h. belongs to another person to which the Customer do not have any right to;
  - i. interferes with or disrupts the Bajaj Pay Wallet or other BFL websites, servers, or networks;
  - j. impersonate any other person;
  - k. harms minors in any way;
  - l. forges headers or manipulates identifiers or other data in order to disguise the origin of any content transmitted through its websites or to manipulate the Customer presence on its websites;
  - m. engages in any illegal activities;
  - n. 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 cognizable offence or prevents the investigation of any offence or insults any other nation.

**i. ADDITIONAL TERMS AND CONDITIONS:**

- (i) When the Customer acquires goods, software or any other services from a Merchant through Bajaj Pay Wallet service, the Customer understands and agrees that BFL is not a party to the contract between the Customer and the Merchant. BFL does not endorse any advertiser or Merchant linked to the Bajaj Pay Wallet. Furthermore, BFL is under no obligation to monitor the Merchant's service/products used by the Customer. The Merchant alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant must be directly resolved by the Customer with the Merchant. It is clarified that BFL shall not be responsible or liable for any deficiency in goods and/or services purchased using Bajaj PayWallet. The Customers are instructed to satisfy themselves regarding the quality, quantity and fitness of any goods and/or service before purchasing the same.
- (ii) Any payment made erroneously by the Customer to any Merchant or any erroneous transfer to any person shall not be refunded to the Customer by BFL in any circumstances.
- (iii) Any web-link on the Bajaj Pay Wallet to a third-party site is not an endorsement of that web-link. By using or browsing any such other web-link, the Customer shall be subject to the terms and conditions in relation to that web-link.

- (iv) In the event of any dispute in relation to usage of Bajaj Pay Wallet BFL records shall be binding as the conclusive evidence of the Transactions carried out through Bajaj Pay Wallet.
- (v) BFL shall send all Customer communications by SMS and/or e-mail and such SMS shall be deemed to have been received by the Customer after they have been submitted for delivery to the mobile phone operator. BFL shall not be liable for any errors or issues in the communication address/number as provided by the Customer. The same shall be the Customer's sole responsibility and liability.
- (vi) The Customer agree to receive all commercial messages including transactional messages from BFL.
- (vii) The parties are independent contractors and nothing in these Wallet Terms shall be deemed to create an agency or employment relationship, a franchisor-franchisee relationship, joint venture or partnership.

## ANNEXURE II

### Terms and Conditions of UPI fund transfer and fund collection facility

The following terms and conditions (“**Terms**”) shall be applicable for the provision of the UPI fund transfer and fund collection activity facilitated by Bajaj Finance Limited (“**BFL**”) acting in capacity of a TPAP (*as defined below*) through its PSP Bank (*as defined below*). BFL will on best effort basis endeavor to provide to the Customer, UPI Facility (*as defined below*) in accordance with the UPI guidelines, circulars and/or regulations issued by the Reserve Bank of India (“**RBI**”) and/or National Payments Corporation of India (“**NPCI**”) and/or any other competent authority, from time to time (*collectively referred to as “**Guidelines**”*) subject to the terms and conditions herein specified.

#### 1. DEFINITIONS

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

"**Account(s)**" refers savings and/or current account held by the Customer with any bank in India, to be used for operations through the UPI Facility.

"**Customer**" means the applicant/remitter availing of the UPI Facility through his/her Account(s).

"**NPCI UPI System**" means the switch and related equipment and software owned by NPCI to provide the UPI based fund transfer and funds collection facility through the pre-approved transaction functionality or otherwise as contemplated under the Guidelines;

"**Payment Instruction**" means an unconditional instruction issued by the Customer using the UPI Facility, to effect a fund transfer for a certain sum of money expressed in Indian rupees, to the designated account of a designated beneficiary by debiting Account(s) of the Customer.

"**PSP Bank**" means the member bank of UPI connected to the NPCI UPI System enabling BFL to provide UPI Facility to its Customers.

"**TPAP**" shall mean BFL as a service provider, participating in UPI through PSP Bank

"**UPI**" refers to the Unified Payments Interface Service offered by NPCI in collaboration with its member banks.

"**UPI Facility**" means the Unified Payments Interface Service based electronic fund transfer and fund collection facility provided / facilitated by BFL to its Customers through the NPCI UPI System as per the Guidelines.

*(Words or expressions used in this form, but not specifically defined herein shall have the respective meanings assigned to them under the Guidelines.)*

#### 2. GENERAL TERMS AND CONDITIONS

- (a) The Customer hereby agrees and acknowledges that for availing the UPI Facility Customer shall by way of one-time registration, in such form and manner as may be prescribed by BFL and BFL may at its sole discretion, to accept or reject such request. The Customer will be provided with an option to set the virtual payment address (“**UPI VPA**”). Customer can link other bank accounts through a one-time registration process defined and standardized by NPCI and then start transacting on that. By accessing the UPI Facility, the Customer accepts these Terms and conditions, further these terms are in addition to and not in derogation of the Guidelines, issued from time to time.
- (b) The Customer shall be able to access the said generated UPI VPA for availing the UPI Facility through Account. The Customer hereby agrees and acknowledges that completion of the entire device registration process and PIN/Password setting process is an essential condition for activation and usage of the full functionality of the UPI Facility. Customer can link other bank accounts through a one-time registration process defined and standardized by NPCI to enable transacting through UPI.
- (c) The Customer hereby acknowledges that the Customer has read and understood the Guidelines and agrees that the rights and obligations provided therein and in these Terms in so far as it relates to the Customer shall be binding on the Customer with regard to each and every Payment Instruction issued by him for execution in the NPCI UPI System. The Customer understands and agrees that nothing in terms of usage of UPI Facility shall be construed as creating any contractual or other rights against NPCI or any participant in the NPCI UPI System other than BFL in accordance with Terms and Conditions. The transaction limits in relation to the UPI Facility shall be as per the Guidelines, as may be updated from time to time.

### **3. SCOPE OF THE UPI FACILITY**

UPI Facility offers an instant, interbank electronic fund transfer or fund collection service to the Customers. The Customers can put in request for fund transfers or funds collection or respond to funds collection from the TPAP application in a secure manner for any of his/her linked Accounts using their uniquely created UPI VPA.

### **4. FEES AND CHARGES**

- (a) The fees and charges applicable for availing the UPI Facility shall be as per the rates fixed by BFL. Subject to Guidelines, BFL may at its sole discretion update such fees and charges without providing any prior intimation to the Customer.
- (b) Any government charges, duty or debits, or tax payable as a result of payments made using the UPI Facility shall be the Customer’s responsibility and if imposed upon BFL shall debit such charges, duty or tax against the Customer.

### **5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

- The Customer shall be entitled, subject to other terms and conditions of the service, to issue Payment Instructions for execution by BFL.
- The Payment Instruction shall be issued by the Customer, in the form as prescribed by BFL, which is complete in all particulars. The Customer shall be responsible for the

accuracy of the particulars given in the Payment Instruction for UPI Facility and shall be liable to compensate BFL for any loss arising on account of any error in the Payment Instruction.

- The Customer shall be bound by any Payment Instruction executed by BFL, if BFL has executed the Payment Instruction in good faith and in compliance with the instructions given by the Customer.
- The Customer authorizes BFL to debit Account(s) as per instructions received by way of Payment Instructions. The Customer understands that although multiple bank accounts can be linked with the UPI Facility, debit/credit transactions can be done from the default account. Customer may change the default account before initiating such debit/credit transactions from a different Account.
- The Customer shall ensure availability of funds in his Account(s) towards the fulfillment of the Payment Instruction before/at the time of the execution of the Payment Instruction by BFL. The Customer hereby authorizes BFL to debit the Account(s) of the Customer for any liability incurred by BFL on behalf of the Customer for execution of the instruction issued by the Customer. The Customer understands and agrees that once a fund collection request is accepted, the default account will automatically be credited with such amounts as may be mentioned in the fund collection request. **The Customer understands and agrees that such amounts once credited to default account cannot be reversed by the Customer.**
- The Customer agrees that the Payment Instruction shall become irrevocable when it is executed by BFL.
- The Customer agrees that he shall not be entitled to make any claim against RBI and/or NPCI in respect to the UPI Facility.
- The Customer agrees that BFL shall not be liable for any delay in the completion of the funds transfer or any loss on account of error in the execution of the funds transfer.
- The Customer shall provide correct beneficiary details to BFL at the time of availing the UPI Facility. The Customer shall be solely responsible for entering wrong beneficiary details like incorrect Virtual Payment Address or incorrect mobile number or account number or IFSC Code, due to which the fund are transferred to an incorrect beneficiary.
- The Customer agrees that the UPI Facility are offered in line with the RBI's guidelines on mobile banking which are subject to change from time to time.
- Customer shall inform BFL immediately of any inquiry, question or issue raised by any authority including but not limited to any statutory authority or official regarding and relating to BFL, as well as expeditiously notify BFL of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. Customer shall not unilaterally file any response / reply to such an authority without any prior approval from BFL.

- The Customer shall be solely liable for ensuring availability of sufficient funds in the Account(s) at all times for the purpose of availing the UPI Facility. The Customer agrees that in the event there are insufficient funds in the Account, BFL shall decline the transaction instruction request raised by the Customer.

## 6. RIGHTS AND OBLIGATIONS OF BFL

- BFL shall execute a Payment Instruction issued and duly authorised by the Customer, *unless*:
  - i. the funds available in the Account(s) of the Customer are not adequate or funds are not properly applicable/available to comply with the Payment Instruction,
  - ii. the Payment Instruction is incomplete, or it is not issued in the agreed form and manner prescribed by BFL (in accordance with the Guidelines),
  - iii. BFL has reason to believe that Payment Instruction is issued to carry out an unlawful transaction, or
  - iv. the Payment Instruction cannot be executed under the NPCI UPI System.
- No Payment Instruction issued by the Customer shall be binding on BFL until BFL has accepted it.
- BFL shall, for execution of every Payment Instruction, be entitled to debit the designated Account(s) of the Customer, with the amount of the funds to be transferred together with charges payable, if any prescribed.
- A duly authenticated record of the transaction after completion of the funds transfer or funds collection or response to a funds collection request will be recorded in the statement of account in the mobile application of BFL. The transaction will also be recorded in the statement of account given to the Customer by the bank in which Account is maintained. The Customer shall, within a period of ten (10) days from the date of receipt of the monthly statement, report to BFL any discrepancy in the execution of the Payment Instruction. **The Customer agrees that he shall not be entitled to dispute the correctness of the execution of the Payment Instruction or the amount debited to his Account(s) if he fails to report the discrepancy within the said stipulated period.**
- BFL for providing the UPI Facility to the Customer shall follow the process prescribed by NPCI in this regard including but not limited to process for settling of timed out transactions within the time limit prescribed by NPCI in accordance with the Guidelines.
- BFL shall on best effort basis endeavors to provide to the Customer the UPI VPA handle of his/her choice, however the decision of BFL to allocate or not to allocate a requested UPI VPA shall be final and binding. BFL also reserves the right to withdraw a UPI VPA at any time if it is found to be not as per the requirements prescribed by the Guidelines. In addition, BFL reserves the right to hold, stop, delete, reset any UPI VPA used for any fraudulent activity, wrong doings, mis-use, if it violates any third party intellectual property rights or under any unforeseen circumstance that may so warrant.

### 6A ROLES & RESPONSIBILITIES OF NPCI

- I. NPCI owns and operates the Unified Payments Interface (UPI) platform



- II. NPCI prescribes rules, regulations, guidelines, and the respective roles, responsibilities and liabilities of the participants, with respect to UPI. This also includes transaction processing and settlement, dispute management and clearing cut-offs for settlement
- III. NPCI approves the participation of Issuer Banks, PSP Banks, Third Party Application Providers (TPAP) and Prepaid Payment Instrument issuers (PPIs) in UPI
- IV. NPCI provides a safe, secure and efficient UPI system and network
- V. NPCI provides online transaction routing, processing and settlement services to members participating in UPI
- VI. NPCI can, either directly or through a third party, conduct audit on UPI participants and call for data, information and records, in relation to their participation in UPI
- VII. NPCI provides the banks participating in UPI access to system where they can download reports, raise chargebacks, update the status of UPI transactions etc

## **6B ROLES & RESPONSIBILITIES OF PSP BANK**

- (i) PSP Bank is a member of UPI and connects to the UPI platform for availing UPI payment facility and providing the same to the TPAP which in turn enables the end-user customers / merchants to make and accept UPI payments
- (ii) PSP Bank, either through its own app or TPAP's app, on-boards and registers the end-user customers on UPI and links their bank accounts to their respective UPI ID.
- (iii) PSP Bank is responsible for authentication of the end-user customer at the time of registration of such customer, either through its own app or TPAP's app
- (iv) PSP Bank engages and on-boards the TPAPs to make the TPAP's UPI app available to the end-user customers
- (v) PSP Bank has to ensure that TPAP and its systems are adequately secure to function on UPI platform
- (vi) PSP Bank is responsible to ensure that UPI app and systems of TPAP are audited to safeguard security and integrity of the data and information of the end-user customer including UPI transaction data as well as UPI app security
- (vii) PSP Bank has to store all the payments data including UPI Transaction Data collected for the purpose of facilitating UPI transactions, only in India
- (viii) PSP Bank is responsible to give all UPI customers an option to choose any bank account from the list of Banks available on UPI platform for linking with the customer's UPI ID.
- (ix) PSP Bank is responsible to put in place a grievance redressal mechanism for resolving complaints and disputes raised by the end-user customer

## **6C ROLES & RESPONSIBILITIES OF TPAP**

- a) TPAP is a service provider and participates in UPI through PSP Bank
- b) TPAP is responsible to comply with all the requirements prescribed by PSP Bank and NPCI in relation to TPAP's participation in UPI
- c) TPAP is responsible to ensure that its systems are adequately secure to function on the UPI platform
- d) TPAP is responsible to comply with all applicable laws, rules, regulations and guidelines etc. prescribed by any statutory or regulatory authority in relation to UPI and TPAP's participation on the UPI platform including all circulars and guidelines issued by NPCI in this regard
- e) TPAP has to store all the payments data including UPI Transaction Data collected by TPAP for the purpose of facilitating UPI transactions, only in India

- f) TPAP is responsible to facilitate RBI, NPCI and other agencies nominated by RBI/ NPCI, to access the data, information, systems of TPAP related to UPI and carry out audits of TPAP, as and when required by RBI and NPCI
- g) TPAP shall facilitate the end-user customer with an option to raise grievance through the TPAP's grievance redressal facility made available through TPAP's UPI app or website and such other channels as may be deemed appropriate by the TPAP like email, messaging platform, IVR etc.

## **2. PAYMENT INSTRUCTIONS**

- (a) The Customer is solely responsible for the accuracy, authenticity and correctness of the Payment Instructions provided to BFL and the same shall be in the form and manner prescribed by BFL. Further such Payment Instruction would be considered sufficient for BFL to operate the UPI Facility.
- (b) BFL shall not be required to independently verify the said Payment Instructions. BFL has no liability if it does not or is unable to stop or prevent the implementation of any Payment Instruction issued by the Customer. Once a Payment Instruction is issued by the Customer the same cannot be subsequently revoked by the Customer and BFL shall not be held liable in any manner whatsoever in relation to the same.
- (c) BFL states that it has no liability or obligation to keep a record of the Payment Instructions to provide information to the Customer or for verifying the said Payment Instructions. BFL may refuse to comply with a Payment Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any such instruction. BFL has the right to suspend the transactions with respect to the UPI Facility if it has reason to believe that the Customer's instructions will lead to or expose to direct or indirect loss to BFL or may require an indemnity from the Customer before continuing to operate the UPI Facility.
- (d) All instructions, requests, directives, orders, directions, entered by the Customer, are based upon the Customer's decisions and are the sole and absolute responsibility of the Customer.

## **3. DISCLAIMER**

- a) BFL does not hold out any warranty and makes no representation about the quality of the UPI Facility. While BFL shall on best effort basis endeavor to promptly execute and process the transactions as proposed to be made by the Customer, BFL shall not be responsible for any non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law.
- b) BFL shall not be liable for any loss, claim or damage suffered by the Customer and/or any other third party arising out of or resulting from failure of a UPI transaction on account of time-out transaction i.e. where no response is received from NPCI or the beneficiary bank to the transaction request and/or where mobile number or account number of the beneficiary does not exist. Further, BFL shall also not be liable for any loss, damage and/or claim arising out of or resulting from wrong beneficiary details, mobile number and/or account details being provided by the Customer. BFL shall under, no circumstance, be held liable to the Customer if UPI Facility access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of BFL. Illegal or improper use of the UPI Facility shall render the Customer liable for payment of financial charges (to be decided by BFL) or may result in suspension of the UPI Facility to the Customer.

- c) All the records of BFL generated by the transactions arising out of the use of the UPI Facility, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction. For the protection of both the parties, and as a tool to correct misunderstandings, the Customer understands, agrees and authorises BFL, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations between the Customer and BFL and any of its employees or agents. BFL expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the UPI Facility.

#### **4. INDEMNITY**

The Customer hereby undertakes and agrees to indemnify at all times and hold harmless BFL, NPCI and such other third party as BFL or NPCI deems appropriate against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses however arising as a result of:

- i. Any breach of any applicable law, rules and regulations, Guidelines or fraud;
- ii. violations of the Terms by the Customer or unauthorized use of the UPI facility;
- iii. any misrepresentation or breach of representation or warranty made by the Customer contained herein;
- iv. any act, neglect or default on the part of the Customer.

Customer shall also fully indemnify and hold harmless BFL and NPCI against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party pertaining to the use of UPI Facility by the Customer.

#### **5. TERMINATION**

The Customer may request for termination of the UPI Facility at any time by giving a prior written notice of at least 30 (thirty) days to BFL. The Customer will remain responsible for all the transactions made through the UPI Facility until the time of such termination. BFL may withdraw or terminate the UPI Facility anytime either entirely or with reference to a specific UPI Facility without assigning any reasons whatsoever. BFL may suspend or terminate the UPI Facility without prior notice if the Customer has breached any of these Terms.

### ANNEXURE III

#### Terms and Conditions of Bharat Bill Payment Operating Unit (“BBPOU”) services

These following terms and conditions (“**BBPOU Services Terms**”) shall be applicable to the Customer for availing and using platform of **Bharat Bill Payment Operating Unit** as made available or facilitated in BFL Network (*hereinafter refer to as “BBPOU Services”*) through an authorized BBPOU i.e. namely **PayU Payments Limited** (“**PayU**”) duly empowered by National Payment Corporation of India (“**NPCI**”) and RBI on the terms & conditions appearing herein below in addition to the covenants mentioned in Terms of Use:

#### ○ **DEFINITIONS**

“**Bajaj Finserv Account**” shall have the meaning that is ascribed to the same under Clause 1(a) of the Terms of Use above.

“**Agent Institution**” shall mean agents onboarded by BBPOU as customer service points for provision of BBPS Services.

“**BBPOU**” shall mean Bharat Bill Payment Operating Units duly authorized by RBI / NPCI

“**BBPCU**” shall mean Bharat Bill Payment Central Unit i.e NPCI a single authorized entity operating BBPS (*defined below*)

“**BBPS**” shall mean Bharat Bill Payment Services under the supervision of NPCI / RBI

“**BBPOU**” shall mean Bharat Bill Payment Operating Units to function in adherence to the standards set by the BBPCU

“**Biller**” shall have the meaning ascribed to the term in the Procedural Guidelines of NPCI

“**Bill**” shall mean the amount paid by the Customer to Merchant via Agent Institution for Bill Payment (*defined below*) which will include convenience/service charge (*if any*) and all other taxes, duties, costs, charges and expenses (if any)

“**Bill Payment**” shall mean the bill paid by the Customer, wholly or in part for the utility/other services provided by the Merchant.

“**Customer**” shall mean the individual who wish to BBPOU Service.

“**Merchant**” shall mean the merchant providing products/services to the Customer

“**OFF-US**” shall have the meaning ascribed to the term in the Procedural Guidelines of NPCI, where’re the biller and payment collecting agent belong to different BBPOUs other than PayU;

“**ON-US**” shall have the meaning ascribed to the term in the Procedural Guidelines of NPCI, where biller and payment collecting agent belong to PayU.

“**Guidelines**” herein refers to Implementation of Bharat Bill Payment System – Guidelines dated November, 28th 2014 and/or requisite guidelines issued by NPCI or guidelines provided by any appropriate authority, from any from time to time including any/all amendments, additional circulars as the case may be.

“**Sponsor Bank**” herein means the bank as designated by PayU from time to time, which shall be responsible for processing and settlement of Off-Us Bill.

“**Transaction**” shall mean every order or request placed by the Customer either as On-Us transaction or Off-Us transaction through BBPS Services on the BFL Network, for making payment for Bill to Merchant via Agent Institution while using and accessing the BFL Network

- BFL is facilitating Transactions in its capacity of Agent Institution through BBPOU which is an entity duly authorized by RBI and NPCI to function in adherence to the Guidelines.
- Customer acknowledge that BFL is only a facilitator and it is not involved in the actual settlement of payment, any concerns or disputes in relation to the same shall be taken up with the concerned BBPOU.
- Customer undertake and affirm to avail BBPOU Services through BFL Network:
  - i. BBPOU and/or Sponsor Bank or any other internet gateway payment platform may levy charges as per their respective policy(s) including but not limited to their terms of use for availing the BBPOU Services. Customer is solely responsible to read, and understood such terms of use before using or availing BBPOU Services;
  - ii. Customer’s access to BBPOU Services through for Bajaj Finserv Account may be suspended or terminated or blocked or disabled permanently if BFL has reasonable grounds to suspect that information provided by the Customer are found to be untrue, inaccurate, incomplete, or not in accordance with the Terms of Use or the terms provided herein or are in contravention to any Guidelines or in case of any suspicious or fraudulent activity from your Bajaj Finserv Account.

Customer shall be solely liable and accountable to keep his / her OTP, PIN, Debit Card details, Credit Card Details and Bank account details confidential and safe from any unauthorized use. Customer accept and acknowledge that BFL shall not be liable in any manner whatsoever if such details are disclosed by compromising the confidentiality with other which may lead to an unauthorised usage or access and cause loss / damage to the Customer.

- iii. Customer’s Complaints, if any, related to BBPOU Services and/ or failed payments, refunds, chargebacks, pending payments as well as payments done to an incorrect bank account or UPI id should be directly taken up with the concerned BBPOU whose contact details are mentioned Clause 30 of the Terms of Use above, and the same shall be handled in accordance with applicable law.

- iv. BFL at its sole discretion may change or discontinue the relationship with BBPOU and onboard any other authorized BBPOU entity with notice to the Customer from time to time.
  
- v. The Customer accept that any transaction carried out or attempted to carry shall be governed by the (a) the policies of BBPOU, (b) the policies of Merchants / Billers, and the requisite Guidelines.

## ANNEXURE IV

### Terms and Conditions of Immediate Payment Service (“IMPS”) based electronic fund transfer

BFL shall provide IMPS to the Account holder on a best effort basis in accordance with the applicable guidelines, circulars, regulations and directions issued by the Reserve Bank of India and/or National Payments Corporation of India (*collectively* “**IMPS Regulations**”) with these terms being in addition to and not in derogation of the above mentioned applicable IMPS laws issued from time to time. Notwithstanding anything contained herein, all the Terms of Use governing Bajaj Finserv Services shall continue to apply and be read in conjunction with the terms stated herein below:

a) **Immediate Payment Service (“IMPS”):**

“Immediate Payment Service” (hereinafter referred to as “IMPS” / “Fund Transfer System”), is an instant, 24\*7, interbank, electronic fund transfer service provided by National Payments Corporation of India (NPCI).

b) **Inward and Outward Remittances of funds through the Fund Transfer System**

- a) The BajajFinserv Wallet holder’s (“**Account Holder**”) of BFL hereby agrees to have the inward and outward fund transfer facility.
- b) Remittance of funds through the Fund Transfer System shall be subject to the IMPS Regulations in force from time to time.
- c) Upon the completion of a successful transaction, the Account Holder’s account will be debited or credited, as the case may be, as immediately with the amount of the transaction effected by the Fund Transfer System.

c) **Rights and Obligations of the Account Holder**

- a. The Account Holder shall be responsible to issue payment instructions through IMPS in the complete and accurate form and shall be liable to compensate BFL for any loss arising on account thereof.
- b. The Account Holder shall be bound by all his payment instructions through IMPS, if BFL has executed the same in good faith and in accordance with the Account Holder’s instructions.
- c. The Account Holder shall ensure sufficient adequacy of funds in his Account at all times prior to initiation of any payment instruction through IMPS.
- d. The Account Holder acknowledges that due to the real time nature of IMPS, the payment instructions through IMPS shall be irrevocable.
- e. BFL shall not be liable to process payment instructions through IMPS issued by the Account Holder in the event of the following: -

- a) The funds available with the Account Holder are insufficient.
- b) The payment instructions through IMPS are incomplete or are inaccurate in any manner whatsoever.
- c) If BFL is of the view that the payment instructions through IMPS have been issued to carry out an unlawful and/or suspicious transaction.

d) **Fees and Charges**

- a. The fees and charges applicable for availing the Fund Transfer System facility shall be as per the rates displayed on BFL's website and on BFL App before initiating the fund transfer. BFL may at its sole discretion update such fees and charges without providing any prior intimation to the Account Holder.
- b. Any government charges, duty or debits, or tax payable as a result of outward or inward remittances of funds through the Fund Transfer System shall be the responsibility of Account Holder and, if imposed, BFL shall debit such charges, duty or tax from the wallet account of the Account Holder.
- c. BFL will not be responsible for fee, if any, levied by the beneficiary bank for outward fund transfer and by remitter bank for inwards fund transfer.

e) **Transaction Details**

- a) The Account Holder's passbook/statement would reflect all the transactions carried out through the Fund Transfer System.
- b) SMS alerts may be sent to the Account Holder for an IMPS transaction done, as per BFL's terms.

f) **Transaction Disputes**

- a. If there is a dispute regarding transactions listed in the statement, You must inform BFL within 60 days of the transaction reflecting in the passbook/statement. BFL will conduct investigation and revert on such transactions.
- b. In case dispute is settled against the Account Holder, BFL may accordingly debit the amount from wallet account. In case the dispute is settled in favour of the Account Holder, BFL will credit the amount accordingly.
- c. BFL will not be responsible for recovering the money in case the Account Holder initiates fund transfer to an unintended or incorrect account.

g) **Termination**

The Fund Transfer System shall only exist during the existence of the Account Holder's account with BFL. BFL shall have the right to terminate the Fund Transfer System facility with immediate effect upon the occurrence of any of the following events:

- a. Failure to adhere to or comply with the terms and conditions (including Terms of Use) herein set forth, or



- b. If the Account Holder decides to close his/her Account with BFL;
- c. On receipt of information of demise of the Account Holder.



## ANNEXURE V

### TERMS AND CONDITIONS FOR BFL REWARDS

These Terms and Conditions shall apply to and regulate the various reward/offers/discounts/promotions made available by Bajaj Finance Limited (“**BFL**”) through the BFL Network (*collectively referred to as* “**Reward Terms**”) and are in addition to Terms of Use as stated above. Terms used in capitalized form and not defined herein, shall have the meaning assigned to them under the Terms of Use.

Further the Customer hereby agrees and acknowledges that these Reward Terms are generic in nature and specific terms applicable to offer /promotion (“**BFL Promotions**”) shall be applicable in addition to these Reward Terms and such additional terms along with the BFL Promotion details shall be communicated to the Customer through notifications or SMS or email or through the BFL Network (“**Promotional Terms**”).

Customer may be entitled for the various BFL Promotions subject to fulfilment of eligibility criteria as stipulated in various Promotional Terms displayed / available in BFL Network and/or communicated to the Customer through SMS/offer banners/notification etc. The terms of use and eligibility shall be expressly detailed along with each and every BFL Promotion, if the Customer wish to avail the same such specific Promotional Terms shall be binding on the Customer.

#### A. TYPES OF BFL PROMOTION

BFL may allow eligible Customers of the BFL Network to avail any/all types/categories of the rewards as stated below, provided the Customer has a valid Bajaj Finserv Account:

- (iii) **Cashback:** Cashback is accumulated only at the Customer’s prepaid payment instrument (“**PPI**”) wallet with BFL- Bajaj Pay Wallet. For Customers without PPI wallet may or may not receive the associated cashback or other equivalent reward, at the sole discretion of BFL, subject to the Promotion Terms laid out in relation to the same.

Additionally, the earned cashback cannot be transferred to bank account. In case of expiry of customer’s PPI wallet, the associated cashback cannot be used. Furthermore, the earned cashback can be used for part/full payments towards your purchases of products/services by availing loan/finance facility from BFL, making bill payments/ recharges, within the BFL Network in the manner as specified under Promotional Terms, from time to time. Cashback cannot be used for loan repayment or dues of credit card. Cashback redemption transactions cannot be cancelled or varied once request has been placed for the same.

- a. Customer will be eligible for the Cashback, post successful payment completion of all the criteria’s laid out by BFL as eligibility criteria, including but not limited to conclusion of payment transaction, bill payment etc in the manner prescribed by BFL. In case such transaction is declined then Cashback will not be credited to the Customer, and such Cashback code can be reused in next transaction, on such terms as may be prescribed by BFL.

- (iv) **BFL Discount Codes:** The accumulated BFL Discount Codes can be redeemed/used for a wide variety of payment transactions, including but not limited to bill payment as offered and specified by BFL through BFL Network (“**Transaction**”), as specifically detailed under the Promotions Terms.

Additionally, the customer hereby agrees and acknowledges in relation to the BFL Discount Codes that:

- BFL Discount Codes quantum will be calculated as per the specific BFL Promotion and communicated to the Customer through BFL Network and/or through notifications, or SMS or through the BFL Network (“**Promotional Terms**”). The quantum of the discount in terms of transaction value either flat discount or percentage of Transaction value capped to a maximum amount, shall be governed by the Promotion Terms.
  - Customer needs to ensure minimum Transaction value and category of Transaction for which BFL Discount code, is applicable and as specifically detailed under the Promotional Terms.
  - To be eligible for the said BFL Promotion, Customer needs to Enter BFL Discount code in “**Apply Promo Code**” section and click on apply in the BFL Network. However, in case where of eligible existing BFL Customers, BFL Discount Code may be directly deducted from Transaction value without any requirement to apply promo code in BFL Network.
  - In relation to the discounted Transactions (wherein such BFL Discount Code is applied), if such Transaction is cancelled then the amount refunded will be only the amount debited from Customer. Any discount amount will not be refunded to Customer.
- (v) **Third-Party Vouchers:** The usage of the vouchers earned/received under the BFL Promotion will be governed by the separate set of Terms & Conditions of the such third-party Merchant/Brand/Vendor (*collectively* “**Third-Party**”) who is issuing such voucher. The Voucher offer is solely brought to you by the Third-Party and BFL holds no warranty and does not represent anything relating to the delivery, services, suitability, merchantability, availability or quality either of the voucher or of the products/services made available to Customer by Third-Party under the Promotional Terms.

Additionally, BFL gives no warranty in respect to the quality of products/services acquired or their suitability for any purpose for the availed vouchers. Furthermore, any disputes regarding delivery, service, suitability, merchantability, availability or quality of the products/services under the voucher must be addressed directly to such Third-Party and that BFL shall not entertain any communication in this regard. Any images displayed on the BFL Network for vouchers are for illustrative purposes only. Characteristics of actual product/services made available through the said Voucher may vary. BFL shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, to a Customer, directly or indirectly, by use or non-use of products/services under vouchers.

- (vi) **BFL Reward Points:** The accumulated BFL reward points can be redeemed/used for a wide variety of payment transactions as offered and specified by BFL. Additionally, Customer can use these accumulated BFL reward points to purchase vouchers from select third party platforms as may be made available from time to time and as may be specifically detailed under the Promotional Terms.

## **B. GENERAL TERMS:**

- Any and all the BFL Promotions shall come in force from the Effective Date, as may be prescribed by BFL, and as communicated by BFL through the Promotional Terms.
- BFL Promotions applicable will be displayed to eligible Customers through BFL Network in transaction summary page.
- Under this Promotion, every Customer who fulfills all the criteria specified by BFL, shall be eligible for the reward(s) as may be specified by BFL, through Promotional Terms.
- This Promotion may be available only in select cities of India and is valid only for Indian citizens. This Promotion is not applicable in places wherever prohibited and/or products/services/rewards for which such BFL Promotion cannot be made available for any reason whatsoever.
- The BFL Promotion and the terms governing the same are available at the sole and absolute discretion of BFL and same are subject to changes as deemed fit by BFL, without any prior notice to the Customer.
- Participating in this BFL Promotions is voluntary and the Customer is not bound to participate in the said BFL Promotions. There is no compensation for non-participation in the Promotion under any circumstances whatsoever.
- The participating and eligible Customers will receive their applicable reward only if all the criteria specified by BFL in relation to the same are fulfilled. The applicable rewards will be sent/made available to Customer on such terms as specified by BFL, from time to time.
- All applicable taxes, fees and levies (including 'gift' tax or tax deducted at source, where applicable) will need to be solely paid by the Customer(s).
- Where the Customer has provided any incorrect information at the time of registration for the BFL Promotion or while registration to the BFL Network, his/her selection will be subject to cancellation at the sole and absolute discretion of BFL.
- BFL Promotions are a special offer for BFL Customers only and nothing contained herein shall prejudice or affect the terms and conditions of any product/service availed by the Customer from BFL or the Promotion Terms. These terms and conditions shall be in addition to and not in derogation to the terms and conditions prescribed by BFL for its products/services availed by the Customer from BFL and/or the Promotional Terms.
- Nothing herein amounts as a commitment by BFL to provide further or similar offers.
- Images of the products if shown on email, BFL's website/ BFL Network or any other advertisement material whatsoever, are for representational purpose only. Notwithstanding anything contained in the BFL Promotion or these terms and conditions, any images, representations etc. and all intellectual property rights pertaining thereto which belong to any third party, shall continue to vest with such party and by using such images, representations etc., BFL in no way claims any right whatsoever relating to such intellectual property.
- The decision of BFL selection committee in selecting the Customers eligible for a reward will be final and binding on the participating Customers.
- Notwithstanding anything herein, BFL shall not at any time be responsible or held liable for any loss, injury, damage or harm suffered by or in connection with the products provided by third parties.

- BFL's decision on all matters relating to the BFL Promotion will be at its absolute discretion and will be final and binding on all participants.
- BFL reserves the right to revise these terms, modify or withdraw the BFL Promotion at any time without prior notice or reason. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the BFL Promotion.
- BFL, its group entities/ affiliates or their respective directors, officers, employees, agents, vendors, etc., shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered by a Customer, directly or indirectly, including for reasons arising out of use or non-use of products and/or rewards or participation under the BFL Promotion, in any manner whatsoever.
- BFL shall not be liable for termination or delay of BFL Promotion or the rewards forming part of the BFL Promotions due to any force majeure event and will not be liable for any consequences.
- BFL Promotion/rewards are non-transferable and non-negotiable in nature.
- These terms and conditions shall be governed by the laws of India. All disputes if any arising out of or in conjunction with or as a result of BFL Promotion or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts in Pune, Maharashtra.

**SCHEDULE I  
(FEE AND CHARGES)**

<b>Bajaj Finserv Services – Fees &amp; Charges</b>	
<b>Service</b>	<b>Charges (Rs.)</b>
Account opening	Rs 0/-
<b>Load Money</b>	<b>Charges (Rs.)</b>
Through Credit card	Upto 2% per transaction (Inclusive of applicable taxes)
Through Debit card	Upto 2% per transaction (Inclusive of applicable taxes)
Through UPI	Upto 2% per transaction (Inclusive of applicable taxes)
Through Net Banking	Upto 2% per transaction (Inclusive of applicable taxes)
<b>*Charges basis agreement with the merchant and aggregator, based on selected payment instrument and subject to revision time to time</b>	
<b>Payment</b>	<b>Charges (Rs.)</b>
Payment at merchant	Rs 0/-
Payment to Utility bill/recharges/DTH	Upto 2% per transaction (Inclusive of applicable taxes)
<b>*Charges basis agreement with the merchant and aggregator, based on selected payment instrument and subject to revision time to time</b>	
<b>Transfer</b>	<b>Charges (Rs.)</b>
Bajaj Pay Wallet to wallet	Rs 0/-
Bajaj Pay Wallet (Full KYC Only) to bank	Upto 5% per transaction (Inclusive of applicable taxes)
<b>*For Failed transactions, total amount including charges except taxes are reversed.</b>	
<b>*Additional cess will be applicable for Kerala state for all products</b>	

**Eg: Load Funds**

If you are loading Rs 1000 to your wallet then basis the charges being levied at that instance below will be the amount payable:

Sr. No	Mode	Charges including GST	Amount Payable*
1.	Credit Card	2%	1020
2.	Debit Card	1%	1010
3.	UPI	0%	1000
4.	Net Banking	1.5%	1015

\*These are Charges basis agreement with the merchant and aggregator, based on selected payment instrument and subject to revision time to time and it is the customer's responsibility to verify the same before initiating the transactions.

**BBPOU Services**

If you are paying 1000 towards a Biller on the app then basis the charges being levied at that instance below will be the amount payable:

Sr. No	Mode	Charges including GST	Amount Payable*
1.	Credit Card	1.5%	1015
2.	Debit Card	0%	1000
3.	UPI	0%	1000
4.	Net Banking	0%	1000
5.	Bajaj Pay Wallet	0%	1000

\*These are Charges basis agreement with the merchant and aggregator, based on selected payment instrument and subject to revision time to time and it is the customer's responsibility to verify the same before initiating the transactions.

**Bajaj Pay Wallet**

If you are transferring Rs 1000 from your wallet, then basis the charges being levied at that instance below will be the amount payable:

Sr. No	Mode	Charges including GST	Amount Payable*
1.	Bajaj Pay Wallet to Wallet	0%	1000
2.	Bajaj Pay Wallet to Bank Account	4%	1040

\*These are Charges basis agreement with the merchant and aggregator, based on selected payment instrument and subject to revision time to time and it is the customer's responsibility to verify the same before initiating the transactions. Wallet to Bank account transfer can happen only in case of Full KYC customers. For Failed transactions, total amount including charges are reversed but not Taxes.

