

## Term and Condition

This Agreement sets forth the terms and conditions (“T&C”) that apply to the access and use of the website/web pages (referred to as “Website”) owned and operated by Investors India Technologies Private Limited (“IITPL”), a wholly owned subsidiary of Bajaj Capital Limited (“BCL”), having its registered office at 4th Floor, 97 Bajaj House, Nehru Place, New Delhi-110019. IITPL requests you to carefully go through these T&C to avail the access and use of the Website. By accessing this Website and/or registering with IITPL, you agree to be bound by the T&C, Terms of Use, Legal Disclaimer and the Privacy Policy, as posted on the Website. You irrevocably and unconditionally accept all the obligations stipulated in the T&C and agree to abide by them. Accessing the services of IITPL on its online platform through any medium, including but not limited to the Websites on mobile phones and such other devices, is also subject to these T&C.

### 1. Services

The Website offers you with access to information primarily about certain financial products/services including, but not restricted, to loans and/or credit cards facility. Your continued usage of the services and ancillary services from time to time would also constitute acceptance of the T&C including any modification/updation thereof and you would be bound by these T&C until the Agreement is terminated as per provisions defined herein.

### 2. Usage

In consideration of your use and/or registering with IITPL, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction and will only use the Website to avail legitimate services for you or for another person for whom you are legally authorized to act (and will inform such other persons about the Terms of Use, Disclaimer and Privacy Policy) that apply to the services you have availed on their behalf (including all rules and restrictions applicable thereto).

You shall provide true, accurate, current and complete information about yourself and undertake to inform/update any change in your details such as a your name, parentage, marital status, email address, nationality, location, mobile number, PAN, employment & income details/proofs, Form 26 AS, recent photograph, signature image, other Know Your Customer (KYC) documents like address proof, identity proof and personally identifying information about a potential co-loan applicant (if applicable) (collectively the "Registration Information"). promptly and keep it up-to-date and accurate at all times, as it has a direct bearing on the provision of services and ancillary services by or through IITPL. You confirm that information furnished is correct, complete, clear and unambiguous in all respects and in conformity to the prescribed procedure/documentation and regulatory requirements, failing which, IITPL reserves the right to reject the same and, in such case, IITPL shall not be responsible for any consequence arising therefrom. You agree not to misrepresent your identity, nor will you make an attempt to make an

unlawful access to the Website or use of the services. Additional terms and conditions may apply to the services that you use. Please read these additional terms and conditions carefully.

You agree and acknowledge that for undertaking any financial transaction through the website, IITPL may undertake client/customer due diligence measures and seek mandatory information required for KYC purpose which as a customer you are obliged to give, while facilitating your request for loans/credit cards etc. with the banks/financial institutions, in accordance with applicable PMLA laws and rules. IITPL may obtain sufficient information to establish, to its satisfaction or to the satisfaction banks/financial institutions, the identity of each new customer, and the purpose of the intended nature of relationship between you and the bank/financial institution. You agree and acknowledge that IITPL can undertake enhanced due diligence measures (including any documentation), to satisfy itself and/or the banks/financial institutions relating to customer due diligence requirements in line with the requirements and obligations under the applicable PMLA Act and rules.

You agree that you are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website.

### 3. Scope of Services, Role & Liability of IITPL

I/We grant my/our no objection to IITPL to do or perform upon my/our placing of requests on the Website and at my/our risk and cost, all or any of the following acts, deeds, matters and things:

1. To forward my information/data and requests to its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers with respect to my requests/instructions for availing the services.
2. To obtain and forward to its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers my/our information as available in the KYC records, including my signature. I/We agree that such records may be used by the parent company, group companies/associates/affiliates/partnered banks/associate partners/service providers for executing the requests that may be submitted by me/us with respect the products/services.

3. To contact me/us regarding matters pertaining to, but not limited to, servicing of my requests, communication of special offers, new product launches and product recommendations. This consent will override any registration for DNC / NDNC.

I/We understand and acknowledge that IITPL does not offer any advice and nothing herein or on the Website shall be construed as investment advice by me/us and that all decisions to avail products/services by me/us shall be on the basis of my/our own personal judgment arrived at after due consideration. It is clearly understood and agreed that no service/facility in the nature of portfolio management, advisory services etc. are contemplated by IITPL and no person working for IITPL whether dealer, relationship manager, sub-broker or authorized person is permitted to provide any services/facilities except that of processing my/our requests (subject to limitations stated above) upon my/our directions and that if I/We accept any other services from any person including but not limited to dealer, relationship manager, sub-broker or authorized person then in that event IITPL shall in no way be responsible for the outcome of such services / facilities accepted by me, and my/our dealings with such person including with any dealer, relationship manager, sub-broker or authorized person shall be a personal, mutual and private relationship between me/us and such person(s) including dealer, relationship manager, sub-broker or authorized person and I shall have no recourse/right against IITPL what so ever either in law or equity. IITPL shall not be liable to me/us for any act, omission or delay by its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers or for any claims which I/We may suffer or incur as a result of or in course or discharge by IITPL or its employees, officers, directors, nominee or agent of IITPL's duties. Without prejudice to the above, IITPL shall not be held liable for any loss or damage or failure to comply or delay in complying with its obligations under these Terms and Conditions which is caused directly or indirectly by any force majeure event or circumstances which are beyond IITPL's reasonable control. These include system failure, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, epidemics, quarantine, riot, civil commotion and/or war.

I/We further agree that IITPL shall not be held liable for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorized use or access of my/our information, and/or signatures. IITPL will be under no duty to verify compliance with any restrictions on my/our investment powers. IITPL will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reasons of any defects or imperfections or mechanical or other failure with relation to computer, cable, telex, telephone or postal system. IITPL makes no guarantees with respect to the availability of the Website. IITPL will make every effort to resolve availability issues such as network problems, virus attacks etc. in an expeditious manner. Notwithstanding these, IITPL will as such not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reasons of lack of such availability.

#### 4. Modes of Communications

In the event of co-applicants, I/We acknowledge that all instructions (including instructions for modification of this clause) shall be given only by the first named applicant, on behalf of both/all of us. All instructions given by the first holder above shall be binding on both/all as if given by each of us personally. I/We agree that the instructions may be for availing loans/credit cards in the sole name of the first holder or in the name of the first holder jointly with other person to the exclusion of the second or the third holder. I/We agree that IITPL, its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers shall always have the right to change the modes of communication.

#### 5. Refusal to transmit request/information/transaction data

IITPL may refuse to transmit request/information/transaction data for the clients unless they are given in a manner and form acceptable to IITPL and in accordance with IITPL's right to verify such transactions. However, IITPL shall have no responsibility to determine the authenticity of any information submitted by me/us. I/We shall not hold IITPL liable on account of IITPL acting in good faith on any information provided by me/us. IITPL/its parent company, group companies/associates/affiliates/partnered banks/associate partners/service providers may at their discretion not give effect to my/our request where IITPL/its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers have reason to believe that the information is not genuine or is otherwise improper, ambiguous or unclear or raises a doubt. IITPL/its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers shall not be liable for any losses including but not limited to the loss of any opportunity costs incurred by me/us, if any, transactions are not carried out for any reasons whatsoever.

#### 6. Charges & Fees

While currently, the Services offered by IITPL are free of charges, I/We acknowledge that IITPL reserves the right to charge fees in the future for the services offered by it. Any such changes will be communicated by IITPL via email / SMS 14 days ahead of implementation and will be displayed on the BCL Websites. I/We further understand that IITPL will be paid charges/fees by the partnered banks/associate partners/service providers.

#### 7. Third Party Risks

Display of loan, credit card or other financial products, offered by third parties on the Website does not in any way imply, suggest, or constitute any sponsorship, recommendation, opinion, advice or approval of IITPL against such third parties or their products. You agree and acknowledge that the credit shall be at the sole discretion of IITPL's financial partners (lenders, credit card companies etc.). While making any application through the Website for any financial product offered by such financial

partners; IITPL shall not be held liable for any delay, failure or refusal in registering or providing services by the financial partners. In no event shall IITPL/its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers be liable for losses/claims arising due to force majeure reasons beyond the reasonable control of IITPL/ its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers.

8. Security Protocols

I/we understand that IITPL may require me/us to use such security measures as deemed fit including but not limited to security codes / passwords / customer user identification number / telephone personal identification number (t-pin) / digital signatures / smart cards etc. hereinafter collectively referred to as “security protocols”, before accepting any orders & / or for permitting access to the systems / services / facilities made available by IITPL. I/We agree and acknowledge to change, wherever possible, such “security protocols” immediately on their receipt and periodically thereafter also. It shall be my/our responsibility to completely log out rather than close/exit the browser/trading application window, IITPL shall not be responsible or liable for any unauthorized use and/or leakage/hacking of the my/our personal details and/or financial information available on the online platform should I/We be negligent in adhering to the same.

I/We agree accepts and undertake the sole responsibility for the usage, confidentiality, protection and secrecy of all such “security protocols”. And to bear any losses / damages which may be caused by any use of or non-use of “security protocols”. Notwithstanding anything stated hereinabove, on coming to know of any unauthorized access / use of any “security protocols”, it shall be my/our duty to take all necessary steps including but not limited to informing IITPL in writing with full details of the same and ensuring that such breach, loss of passwords / security protocols and / or confidentiality is immediately stopped. IITPL reserves right to suspend my/our account/reject the orders in case of any misuse identified / wrong credential provided / any doubt on the person / manner providing the orders for and on my/our behalf in the interest of safeguarding my/our monies and to avoid frauds.

9. Correspondence

Any notice or other correspondence addressed by IITPL to me/us may be addressed at the address given by me/us or as may be intimated from time to time. If according to me/us there is any discrepancy in my/our particular, I/We shall be obliged to intimate the same to IITPL and to the concerned parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers in writing within 7 (seven) working days of the first holder receiving notice thereof, failing which such information shall be deemed to be correct and accepted by me/us and I/We shall not be entitled to question the correctness or accuracy thereof.

## 10. Termination

IITPL may terminate the Services by giving 1 day's prior notice in writing to the Registered Customer provided that the Registered Customer shall not be relieved of obligations hereunder notwithstanding such termination incurred prior to the date on which such termination shall become effective.

## 11. Governing Law and Jurisdiction Clause

All disputes and differences arising out of, under or in connection with these terms and conditions or anything done hereunder shall be within the exclusive jurisdiction only to the courts of Delhi. These terms and conditions are subject to and shall be construed in accordance with the laws prevalent in India.

## 12. Severability

If any of these terms and conditions are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining terms and conditions shall not be affected thereby and these terms shall be carried out as if any such invalid / unenforceable terms were not contained herein.

## 13. Additional Terms & Conditions

Any promotional offers to promote the website and/or services would always be governed by the terms and conditions specified by IITPL/its parent company/group companies/associates/affiliates/partnered banks/associate partners/service providers and they reserve the right to withdraw, discontinue, modify, extend and suspend the promotional offers and the terms governing it, at their sole discretion.

## 14. Any promotional offers to promote the website and/or services would always be governed by the terms and conditions specified by IITPL/its group companies/associates/affiliates/partnered banks/associate partners/service providers and they reserve the right to withdraw, discontinue, modify, extend and suspend the promotional offers and the terms governing it, at their sole discretion.

## 15. By using the site and/or registering yourself at the site, you authorize IITPL/its group companies/associates/affiliates/partnered banks/associate partners/service providers to contact you via email or phone call and offer you their services for the product you have opted for and also to impart product knowledge, inform about promotional offers running on the site & offers of the affiliates and associated third parties, irrespective of the fact that you have registered yourself under DND or DNC or NCPR service. You also authorize IITPL to make your details available to its group companies/associates/partnered banks/affiliates/associate partners/service providers for the abovementioned purposes.

## DECLARATIONS

I confirm that

- The details provided by me are true and correct.
- I am responsible for keeping the information provided by me current and accurate.
- I am eligible and shall monitor my eligibility to act under the applicable laws including but not limited to Reserve Bank of India (RBI) Act and Rules & Regulations framed thereunder such as Foreign Exchange Management Act (FEMA) and Regulations framed thereunder, PMLA Act and Rules framed thereunder, Income Tax Act and any other act/law/rules and regulations in force. If at any time this assurance ceases to be applicable, I shall refrain from dealing with you forthwith.
- I have understood and agree to abide by the T&C.