BANKBAZAAR'S TERMS OF SERVICE FOR CREDIT INFORMATION REPORT

A&A Dukaan Financial Services Private Limited ("BankBazaar") (hereinafter referred to as "we/us/our", as the context may require) is a technology based neutral online marketplace for financial products. In order to better assist its consumers with their financial decisions (hereinafter referred to as "you/your", as the context may require), BankBazaar has agreed to enable you to access your credit score and credit information report as supplied by its partner Credit Information Companies ("CIC"). Accordingly, the below BankBazaar's Terms of Service for Credit Information Report ("**Terms**") shall be legally binding on you. So please do read the Terms carefully set out herein below.

These Terms are in addition to and not in derogation with General Terms of Use and the Privacy Policy of the website ("www.bankbazaar.com"), which are incorporated herein by reference, and shall be deemed to be a part of these Terms and shall also be applicable, should you agree to access/collect/obtain/receive your credit score and credit information report through BankBazaar.

By acceptance of these Terms, you acknowledge and agree that you have read and understood the Terms set out herein and the General Terms of Use and the Privacy Policy of the website. You also understand and agree that these Terms read along with the <u>General Terms of Use</u> and <u>Privacy Policy</u> shall have the same force and effect as a signed/executed legally binding contract between you and BankBazaar and that any violation of these Terms and/ or the General Terms of Use may result in legal liability upon you for such violation. If you do not agree to be bound by these Terms, we request you not to access or use BankBazaar's credit score & report service ("Service") or any part thereof.

BankBazaar reserves the right at any time, at its sole discretion, to change or otherwise modify/ amend the Terms without any prior notice, in which case, your continued access/ use of this service shall signify your assent/ratification to the updated or modified Terms. Therefore, it is advisable/recommended that you return to this page periodically to review the version of the Terms in force. If you object to the Terms or any subsequent modifications/ amendments to the Terms or decide not to avail the Service in any way, your only recourse shall be to immediately terminate usage of the Service.

This document/contract/understanding is an electronic record published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011 framed under the Information Technology Act, 2000, and does not require any physical/ digital signatures.

By using our Service, you, in continuation to the aforesaid also specifically agree and accept to be bound by the following:

1. You accept and agree that by submitting your details on BankBazaar's website or mobile app and requesting your credit score & credit information report through BankBazaar, you are providing "your

express consent" to BankBazaar to collect, receive, obtain, and/or fetch on your behalf, a copy of your credit score and credit information report from the CICs as your lawful and duly authorised/ appointed agent, at any time for so long as you have an active account with BankBazaar. You agree to execute such authorization/ consent in such format as may be requested by BankBazaar from time to time (For more details see "Annexure-A").

- 2. You hereby confirm that the consent/ instruction and/ or approval so provided by you will be valid, effective and binding on you without any further enquiry or due diligence as to identity of the person purporting to give such consent/ instruction and/or approval. You accept and agree that you shall utilize the Service offered by BankBazaar for your own personal use alone. You shall neither attempt to make any commercial/ business use of the Service, nor shall you use the Service on behalf of anybody else. Neither shall you impersonate another person not use any information that belongs to another person and to which the you do not have any right to. In case of any dispute pertaining to your use of the Service on behalf of anybody else, impersonation of someone else and/ or using information that belongs to someone else, you alone shall be solely responsible.
- 3. You accept and agree to provide your complete and accurate details to BankBazaar for us to process your request. You understand and agree that the Service provided hereunder these Terms are subject to you providing complete and accurate details about yourself and providing necessary documents, in support thereof, if requested by BankBazaar.
- 4. You accept and agree that in the event the details submitted by you are incomplete or inaccurate, BankBazaar reserves the right to reject your request for collecting, receiving, obtaining your credit score and credit information report through BankBazaar. Furthermore, BankBazaar reserves its right to reject your request for collecting, receiving, obtaining your credit score and credit information report through BankBazaar even without assigning any reason.
- 5. You hereby authorize BankBazaar to share your personal details (as provided by you) with CICs to verify your identity and accordingly supply you with your credit score and credit information report through BankBazaar. In the event, the details submitted by you with BankBazaar do not match the information existing with CICs for any reason, whatsoever, CICs may right to reject your request to supply your credit score and credit information report through BankBazaar. BankBazaar shall accordingly inform you of such rejection.
- 6. You hereby accept and agree that BankBazaar shall access your credit score and credit information report from CICs as your authorised representative and hold, retain, store, use, analyze, aggregate, your credit score and credit information report for the following purposes:
 - (a) To present an overview of your credit score and credit information report obtained from the CICs;
 - (b) To enable you know the information accessed by the credit institutions while considering the request for fresh credit facilities;

- (c) To enable you to understand your credit score and credit information report, how credit institutions do;
- (d) To enable you to know your credit score and details of your credit information report, so that you can rectify error in your credit history, if any;
- (e) To suggest actions that you could take for improving and/ or maintaining your credit score and eligibility for availing credit from banks or other credit lending institutions;
- (f) To help you develop insights on factors that influence your credit history and score;
- (g) To assist you rectify and remove negative observations from your credit information report and increase your chances of loan approval in future;
- (h) To assist you in taking actions which may be expected to enhance your credit score in the long run i.e. assisting you in obtaining credit from banks and/ or credit lending institutions etc.;
- (i) To identify and inform you with tailored/ personalized offers for credit products from our partner banks and financial institutions that may be suitable to your circumstances.
- 7. You hereby accept and agree that this Service is for informational purposes only and is intended to provide useful informative materials on the subjects addressed in your credit score and credit information report. You agree that by using this Service, we may provide you with information regarding tailored/ personalized offers for products and service from our partners banks and financial institutions. You accept and agree to receive such information via online dashboard, push notifications, SMS, e-mail and or on call or through any other means of delivery in BankBazaar's sole discretion and the same shall not be regarded as unsolicited commercial communication.
- 8. You fully understand and agree that any recommendation/ suggestion made by BankBazaar is for illustrative and informational purposes only and should not be construed as a financial advice. Although BankBazaar shall make every attempt to ensure that its recommendations/ suggestions are comprehensive, it is not meant to be conclusive and exhaustive. We strongly recommend you confirm the accuracy and completeness of any information/ recommendation/ suggestion before relying on it.
- 9. You hereby accept and agree that there may be several other factors (individual's financial situations, obligations etc.) which BankBazaar is not privy of which that could have impacted our recommendations/ suggestions and that individual results may vary based on several other factors which are beyond the control of BankBazaar. You further accept and agree that any recommendation/ suggestion made by BankBazaar does not guarantee any desired outcome in your credit score or credit information report provided by CICs. You further accept and agree that you are not obliged to accept any recommendation/ suggestion provided to you by BankBazaar. You accept and agree that you shall exercise your independent discretion, due caution and seek credible advice considering all relevant factors before acting on any recommendation/ suggestion made by BankBazaar. You categorically accept and agree that you shall not hold BankBazaar responsible for any adverse impact resulting from your decision to act on a recommendation/ suggestion made by BankBazaar.

- 10. You hereby accept and agree that the Service provided to you by BankBazaar is based on your credit score and credit information report maintained by various CICs. Accordingly, the information provided/ displayed to you are on "As Is" and "As Available" basis. Please note that BankBazaar does not control your credit score and/or credit score, which is a statistical analysis of information contained in your credit file as maintained in the system and database of CICs, and we cannot change that information for you. Neither does BankBazaar guarantee the timeliness, accuracy or correctness of any information contained in your credit score and/or credit information report nor shall it accept any liability, whatsoever, for any errors, inaccuracies or omissions in your credit score and/or credit information report or any information provided/ displayed to you, basis your credit score and credit information report.
- 11. If you believe that any information in your credit information report is inaccurate and is affecting your score, you may dispute the same by directly contacting the concerned CIC through its website. Click <u>here</u> to know more.
- 12. We agree to protect and keep confidential your credit score and credit information report, both online and offline. We collect, use and disclose information about you as provided in our Privacy Policy. We recommend you go through our Privacy Policy to understand the same.
- 13. If you are no longer interested in receiving your credit score and credit information report from BankBazaar, please e-mail your request at: support@bankbazaar.com. We will respond to your request within a reasonable timeframe.
- 14. In no event shall BankBazaar be liable to you or any party for any loss/ damages of any kind, including but not limited to direct, indirect, special or consequential damages, whether monetary or other, arising out of the use or inability to use this Service, whether in an action of contract, negligence or other action, even if BankBazaar may be advised of the possibility of such damages.
- 15. You agree to indemnify, defend and hold BankBazaar harmless including its directors, employees, officers, agents, licensors and suppliers, and any other third party providers of information to this Service, from and against any and all losses, expenses, proceedings, suits, liabilities, fines, penalties, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms or any terms and conditions applicable to this Service.
- 16. You hereby accept and agree that BankBazaar reserves the right to withdraw, discontinue or stop the provision of this Service, at any time, at the sole discretion of BankBazaar, in which case, your use of this Service shall automatically terminate/ come to end.
- 17. BankBazaar shall not be liable for any failure or delay to perform any of its obligations if such performance is prevented, hindered or delayed, in part or entirely, by any Force Majeure event beyond the reasonable control of BankBazaar (such as war, sabotage, fire, flood, explosion, earthquake, acts of god, acts of third parties, civil commotion, strikes or industrial action of any kind, riots, insurgency, acts of government, breach of computer systems, malfunctioning of computer systems/ servers by any malicious code or virus, mechanical or technical errors/failures, power shut down, failures in

telecommunication or internet services etc.). BankBazaar reserves the right to withdraw/ suspend its Service so long as the Force Majeure event continues.

- 18. You hereby accept and agree to comply with all applicable laws including but not limited to CIC Laws when using your credit score and credit information report.
- 19. These Terms shall be governed by laws of India and the courts of Chennai shall have the exclusive jurisdiction regarding any disputes arising in connection thereof.

Annexure A

AUTHORIZATION LETTER

I Mr./ Ms. _______, do hereby appoint A&A Dukaan Financial Services Private Limited ("BankBazaar") as my lawful authorised representative in connection with my request for obtaining, collecting, receiving and/or fetching my credit information report from its partner Credit Information Companies ("CIC"). I hereby acknowledge and agree to the following:

- 1. I hereby grant my unambiguous, free and express consent to authorize and appoint BankBazaar to request and obtain, collect, receive and/or fetch my credit score and/ or a copy of my credit information report from Experian, for and on my behalf;
- 2. I hereby grant my unambiguous, free and express consent to CICs to deliver, supply, transfer and/ or furnish my credit score and credit information report to BankBazaar for and on my behalf;
- 3. I hereby grant my unambiguous, free and express consent to BankBazaar to use my credit score and credit information report obtained/ collected/ received from CICs in a manner consistent with the BankBazaar's Terms of Service for Credit Information Report;
- 4. I hereby confirm, undertake, accept and agree that any action and/ or omission of BankBazaar in relation to my request for delivering, furnishing my credit score and credit information report through BankBazaar shall be binding on me as though such actions had been carried out by me directly. I further confirm, undertake, accept and agree that I alone shall be solely responsible for such action and/or omission of BankBazaar;
- I hereby declare that I have read and understood the terms and conditions provided in BankBazaar's Terms of Service for Credit Information Report and the same are acceptable/ agreeable to me;
- 6. I fully understand that BankBazaar does not undertake to rectify, modify, change or improve my credit score and/ or credit information report obtained from the CICs and I shall not make any claims in this regard, whatsoever;
- 7. I hereby declare that I shall not hold BankBazaar responsible for any loss, claim, liability, or damage of any kind whatsoever, resulting from/ arising out of/ in any way related to: (a) delivery/supply/transfer and/or furnishing my credit score and credit information report to me through BankBazaar; (b) delivery/supply/transfer and/or furnishing my credit score and credit score and credit

information report to BankBazaar; (c) any breach/ alleged breach of confidentiality or privacy in relation to delivery/ supply/ transfer and/or furnishing of my credit score and credit information report by the CICs to BankBazaar; (d) any use of credit score and/ or credit information report made by BankBazaar which may be contrary to any agreement entered into between BankBazaar and CIC(s) but authorised and accepted by me under this authorization letter and BankBazaar's Terms of Service for Credit Information Report.

I declare that I have read and understood the contents of this authorization letter and agree to be bound by the same.

Signed and consented by me:

Date & Time:	Fri Feb 12 12:15:04 IST 2021
IP Address:	157.49.203.199
Location:	madurai