

Paytm General Terms and Conditions

Paytm Credit Information and Loan Referral Service is an online service that enables the merchants as well as the registered users of Paytm Platform (“you”/ “You”/ “your”/ “Your”/ “yourself”/ “Yourself”/ “Individual Consumer”/ “Customer(s)”) to avail various credit facilities including co-branded credit cards ("Credit Facility(ies)") offered by different partner financial entities and non-financial entities (collectively referred to as “Entities”) of One97 Communications Limited (“One97”/ “Paytm”) . This Credit Facility service requires accessing your Credit Information as supplied by our credit bureau partners of One97 (“Credit Bureau(s)”) and sharing of your Profile Data with the Entity/Entities .

Please read the following important provisions carefully before availing Credit Facility service to complete the authorization process. If you do not agree with any of these provisions, you should not avail Credit Facility service. By accessing or using the Credit Facility service and clicking on "Proceed" or "Submit" you agree and accept to be bound by these terms and conditions and disclaimers (collectively referred to as “Credit Information and Loan Referral T&Cs”) set out herein and also agree to unconditionally and unequivocally authorise Paytm to share any information shared by You at the time of applying for any of the Credit Facilities with the Entity/Entities..

DEFINITIONS

“Credit Bureaus” shall mean and include all or any Credit Information Companies, its affiliates and suppliers with whom Paytm has partnered for providing the Credit Information ” and shall deem to include any credit bureaus that it would partner with / change / add / substitute from time to time, currently or any time in future, for providing the said “Credit Information”.

Credit Information means collectively the Credit Information Report, Credit Score and Credit Data Analysis Deliverables;

Credit Information Report means the credit information reports which shall be generated by the Credit Bureaus by using their tools, algorithms and devices including, but not limited to, the credit history, the credit behaviour of the Individual Consumer or any other information provided in such credit information report which is construed as credit information as defined under the credit information laws, as may be provided at the sole discretion of the Credit Bureaus;

Credit Score means the score which shall be set out in the Credit Information Report and the Credit Data Analysis Deliverables including such credit scores constituting credit scoring as defined in the credit information laws, as may be provided at the sole discretion of the Credit Bureaus, by using their tools, algorithms and devices;

Credit Data Analysis Deliverables means the Credit Score, inferences, rule sets in relation to the Credit Information of the Individual Consumer computed by the Credit Bureaus by using their tools, algorithms and devices including, but not limited to, the credit history, the credit behaviour of the Individual Consumer and any other information provided in such Credit Information Report and sent to the Paytm Platform, and, the Individual Consumer's e-mail, with appropriate aggregations;

Paytm Platform means the Paytm website located at paytm.com, and all associated sites linked to paytm.com, or the Paytm mobile application or any similar platform;

Profile Data means collectively your personal information and includes the following:

- Contact information such as Your name, mailing address, email address, telephone number etc.
- Your PAN, Date of Birth & Proof of address, constitution documents, KYC details & other details and documents, as may be prescribed by One97.
- Transaction information details of Yourself on the Paytm Platform
- Financial and Bank Account details
- In case of the Customer being a merchant of One97, constitution documents of the merchant and other KYC documents available with One97

End User Permitted Purpose means access of Credit Information by Paytm and sharing it with Entities for the purpose of evaluating your creditworthiness for offering you Credit Facilities, as well as allowing Paytm to provide you with personalized offers and products, pursuant to your consent and authorization contained herein.

Unless otherwise specifically defined in these Paytm Credit Information and Loan Referral T&Cs, the capitalized words and expressions used in these Paytm Credit Information and Loan Referral T&Cs but not defined herein shall have the meaning assigned to them in the Privacy Policy, or the general terms and conditions as available on the Paytm website.

Part A- General Terms and Conditions for Paytm Credit Information Service

1. REGISTRATION AND AUTHENTICATION

You agree that by clicking on Proceed or Submit and by providing your details on Paytm Platform you have requested for availing the Credit Facility service and have provided your unconditional and unequivocal consent for appointing One97 as your authorized representative for sharing your details provided by you on the Paytm Platform with the Credit Bureaus and obtaining your Credit Information from the Credit Bureaus for End User Permitted Purpose, as more particularly captured in these Credit Information and Loan referral T&Cs.

By appointing Paytm as your authorized representative you hereby unequivocally and unconditionally authorize Paytm to instruct the Credit Bureaus, their affiliates and suppliers, to obtain, receive and compile your Credit Information on your behalf and share the same with Paytm on an on-going basis as and when instructed by Paytm, for the End User Permitted Purposes. You agree and accept that this Credit Facility(ies) is being provided to help you better understand your Credit Information and/or to provide you with targeted/personalized offers for products and services as per End User Permitted Purpose. You hereby expressly grant unequivocal and unconditional consent to, and direct, the Credit Bureaus to deliver and/or transfer your Credit Information to Paytm on your behalf.

You hereby authorize Paytm to do all of the following in connection with providing you the Credit Facility (ies): (i) verify your identity and share with the Credit Bureaus certain personal identifiable information about you; (ii) request, receive, retain and store your Credit Information from the Credit Bureaus , including but not limited to a copy of your Credit Information Report, your Credit Score at any time or multiple times, notwithstanding no Request has been raised by you for the same, till (a) your account with Paytm is de-activated either by yourself or by Paytm; (b) such time your Credit Information Report/Credit Score is required to be retained to satisfy the End User Permitted Purpose; (c) a limited period of 6 months; or (d) you withdraw your consent to store or use such Credit Information Report/Credit Score, , whichever is earlier; for use in accordance with these Credit Information and Loan Referral T&Cs. Any other information you have given Paytm access to under this Authorization, shall be used, stored and shared by Paytm for use in accordance with these Credit Information and Loan Referral T&Cs till your account with Paytm or the Credit Facility service is de-activated either by Paytm or by yourself, or, till the time you make a request with Paytm to opt out of the Credit Facility service, whichever is earlier. In this context, you agree that should you express your interest to avail any personalized offers, Paytm shall contact you through message, SMS or voice and the same shall not be regarded as unsolicited commercial communication. You further agree that Paytm may use and analyse your Credit Information and other details provided by you on the Paytm Platform to provide you with customized recommendations, general information and personalized offers of the products and services of Paytm and/or

its business partners. Paytm may send you such offers via email, text or online display or other means of delivery in Paytm's reasonable sole discretion.

You agree and hereby give your specific consent for the Authorization and the consent provided by you under these Credit Information and Loan Referral T&Cs to be shared by Paytm with the Credit Bureaus as Paytm may deem fit in its sole discretion for End Use Permitted Purpose. You agree and acknowledge that the Credit Facility services shall be provided to you in the manner consistent with the terms and conditions of the arrangement between Paytm and the Credit Bureaus.

You agree that you shall be required to enter your details as requested by Paytm on the Paytm Platform at the time of Authorization and every time when you make a request for your Credit Information or every time you opt for any Credit Facility from Entities or Paytm's business partners. You provide your unconditional and unequivocal consent to Paytm to share these details provided by you with the Credit Bureaus for the purpose of providing you with the Credit Facility (ies). You agree that your Credit Information may be requested by you on the Paytm Platform any time, till your account with Paytm or the Credit Facility (ies) is de-activated either by Paytm or by yourself, or, till the time you make a request with Paytm to opt out of the Credit Facility (ies), whichever is earlier..

You further agree that Paytm may at its sole discretion provide you with the option of availing various Credit Facilities from different partner Entities . By opting for such Credit Facility (ies) and by furnishing your personal/contact details on the Paytm Platform as required by Paytm, you hereby agree that you are interested in availing the said Credit Facilities from the Entities selected by you. You hereby agree that Paytm or the Bank/NBFC selected by you, can contact you either electronically or through phone, to understand your interest in the selected loan products and to fulfil your demand or complete your application or solicit related products to you. You specifically understand and agree that by using the Paytm Platform you unconditionally and unequivocally authorize Paytm, its affiliates and Entities to contact you for any follow up calls in relation to the Credit Facility opted by you. You expressly waive the Do Not Call registrations on your phone/mobile numbers for contacting you for this purpose. You also unconditionally and unequivocally authorize Paytm to share your details with third parties/partners, including but not limited to the Entity selected by you, and you can be contacted by the third parties/partners, including but not limited to the Entity selected by you, for information and for sales through email, telephone and/or SMS.

You hereby unconditionally and unequivocally authorize Paytm to share the details provided by you on the Paytm Platform, including but not limited to your Personal Information and Sensitive Personal Information or Data with the Entity selected by you for processing your request for the grant of the Credit Facility offered herein and with Paytm's affiliates, business partners and other third parties, for providing you with targeted offers. For the purpose of these Credit Information and Loan referral T&Cs, the terms "Personal Information" and "Sensitive Personal Information" shall have the same meaning as ascribed to them in the Information

Technology (Reasonable Security Practices and Procedures and Sensitive personal data or Information) Rules, 2011.

You agree and acknowledge that the display of loan or other financial products, offered by third parties, on the Paytm Platform does not in any way imply, suggest, or constitute any sponsorship, recommendation, opinion, advice or approval of Paytm against such third parties or their financial/loan products. You agree that Paytm is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties. Your interaction and any sharing of your data/information/Sensitive Personal Information, including but not limited to your PAN information, with any third party accessed through the Paytm platform is at your own risk, and Paytm will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties, including but not limited to the Entity selected by you, or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.

You agree and acknowledge that the provision of Credit Facility/finance shall be at the sole discretion of the third party, including but not limited to Entity selected by you, while making any application through the Paytm Platform for a financial product offered by such Entity; Paytm shall not be held liable for any delay, rejection or approval of any application made through its Paytm Platform.

2 .YOUR ACCOUNT

To avail the Credit Facility (ies), you must be having a valid account with Paytm, or, must create a valid account with Paytm. By registering with Paytm, you agree and certify that:

You are 18 years of age or older

- Any information you provide to us, both when you register and in the future, is and will be true, accurate, current and complete
- You are only registering an account for yourself and agree not to use, or, attempt to use, the Credit Facility (ies) to obtain/receive any Credit Information about any other person than you
- You will keep all information up to date
- You have registered on the Paytm Platform and have chosen to avail the Credit Facility (ies) voluntarily and at your free will for your own benefit and Paytm has not made any promises or representations to you in order to induce you to grant your consent or Authorization under these terms and conditions, including but not limited to, consent for sharing your personal identifiable information with the Credit Bureaus.

You agree and acknowledge that you are solely responsible for maintaining the confidentiality of your Paytm account, including but not limited to your login ID and password, your Credit Information and for restricting access to your device (Device) through which the Paytm Platform and/or your Credit Information can be accessed. It is your responsibility to protect your Device from any harmful and destructive software, programs, code including but not limited to viruses that could result in the breach of confidentiality of your Paytm account or your Credit

Information. You agree to accept responsibility for all activities that occur under your account or password including any request from your account. You agree to notify Paytm immediately of any unauthorized use of your account or any other breach of security. Paytm reserves the right to refuse the Credit Facility service, terminate accounts, in its sole discretion. Notwithstanding the above, Paytm retains the right at its sole discretion to deny access to anyone to the Paytm Platform and the Credit Facility (ies) that are offered on the Paytm Platform, at any time and for any reason, including, but not limited to, for violation of these Credit Information and Loan Referral T&Cs, or of the Paytm Website and SSO-ID Terms & Conditions, or, of the Paytm's Privacy Policy, as appearing on the Paytm website. You agree and acknowledge that the terms and conditions of The Credit Bureaus shall also apply to your use of the Credit Facility (ies).

3. SUSPENSION/TERMINATION AND DEACTIVATION OF YOUR ACCOUNT

Paytm may suspend or terminate your account or your use of the Credit Facility service at any time without notice, if Paytm suspects that any information / documents that you have provided are untrue, inaccurate, not current, or incomplete or if it suspects that you are in breach of any of these Credit Information and Loan Referral T&Cs, or of the Paytm Website and SSO-ID Terms & Conditions, or, of the Paytm's Privacy Policy, as appearing on the Paytm website. Further, Paytm reserves the right to withdraw, discontinue or stop the provision of the Credit Facility service, at any time, at sole discretion of Paytm and your use of such Credit Facility service shall automatically terminate/end (Termination).

Notwithstanding anything captured in these Credit Information and Loan Referral T&Cs, any clause of these T&Cs that by its nature is intended to survive the Termination shall survive such Termination.

Upon Termination, your right and license to access and/or use the Credit Facility(ies) immediately ceases. If the Termination involves the termination of your account with Paytm, your User ID shall be deactivated and you will no longer be able to access or use the Credit Facility(ies). Further, your personal information that is in the possession of Paytm will be dealt with in accordance with our Privacy Policy.

4. DISCLAIMER OF WARRANTIES AND LIABILITY

Paytm does not control your Credit information, Credit Information Report and Credit Score, which is a statistical analysis of information contained in your credit file as maintained in the system and database of The Credit Bureaus and we cannot change that information for you. However, if information in your report is inaccurate and is affecting your score, you have the right to dispute it by directly with the Credit Bureaus through their website.

Credit Information and/or services offered on the Paytm Platform are provided "as is" without any express or implied warranty of any kind, including warranties of correctness, completeness, accuracy, merchantability, fitness for a particular

purpose, or non-infringement. In no event shall Paytm be liable to any party for any damages of any kind, including but not limited to direct, indirect, special or consequential damages arising out of the use or inability to use the Credit Information, the Paytm Platform, or any linked web site, or arising out of the Credit Facility granted/not granted or any other action by any partner Entity or services provided / not provided or any other action by Paytm's affiliates or business partners, including without limitation, lost profits, loss of use, business interruption, or other economic losses, loss of programs or other data, whether in an action of contract, negligence or other action, even if Paytm is advised of the possibility of such damages.

You agree and acknowledge that information and content, including but not limited to the Credit Information, provided on or through the Paytm Platform and the Individual Consumer's access of the Paytm Platform does not create a client-consultant or any other professional relationship between you and The Credit Bureaus or between you and Paytm. By providing you with the services on the Paytm Platform, The Credit Bureaus or Paytm is not engaged in rendering any industry-related, legal, accounting, tax, consulting, investment or other professional advice or services to you or any other party. The information and content, including but not limited to the Credit Information, provided on or through the Paytm Platform is not intended to be relied upon for making business, investment or other decisions.

You agree and acknowledge that you are availing the Credit Facility (ies) on your own free-will and risk and neither Paytm nor the Credit Bureaus, shall be liable for any loss or damage resulting from your availing the services on the Paytm Platform, or, otherwise from the use of the Paytm Platform, or, from the use of the Credit Information provided by The Credit Bureaus through the Paytm Platform. You hereby agree and acknowledge, that the sharing of your Credit Information by the Credit Bureaus with Paytm in relation to the Credit Facility (ies) being availed by you on the Paytm Platform is only upon your request and consent and convenience and does not imply any affiliation, endorsement, approval, investigation, verification or monitoring by the Credit Bureaus or Paytm of any content or information, including but not limited to the Credit Information, contained within or provided by The Credit Bureaus from the Paytm Platform. You acknowledge that neither The Credit Bureaus nor Paytm, control the accuracy, completeness, timeliness or appropriateness of the content or information, including but not limited to the Credit Information, provided by The Credit Bureaus through the Paytm Platform.

5. LIMITATIONS AND RESTRICTIONS ON USE OF THE SERVICES ON PAYTM PLATFORM

You agree to provide your true, accurate and current information such as your full name, date of birth, address of residency, PAN number, mobile number and any other information as sought for in the Paytm Platform while raising a request for your Credit Information on the Paytm Platform (Request). The services provided herein is subject to you providing your true and accurate information while raising

the Request and providing all the required documents, if any, as requested by Paytm. Each Request shall be for the Credit Information of one person only and an Individual Consumer can raise a Request for his Credit Information only, even if he has access to the personal details of any other consumer or an authorization from any other consumer, including, but not limited to his siblings, spouse, parents, relative, etc. There may be a failure to process a Request by Paytm or by The Credit Bureaus in the event the particulars, details and/or the documents, furnished by you, do not match the information existing with The Credit Bureaus and/or Paytm, for any reason whatsoever, including but not limited to, data not accepted by the data collection system maintained by The Credit Bureaus or Paytm or incomplete upload of data provided by you in relation to the Credit Facility. There may also be a failure to process your Request if the authentication process as may be prescribed by Paytm is not successfully completed. Paytm shall inform you of such failures.

Any analysis and estimates provided by Paytm as part of the Credit Facility services are for illustrative and informational purposes only. The analysis and estimates are based on certain assumptions and use only available with The Credit Bureaus. The analysis and estimates, referred to herein, are neither endorsed by, nor commissioned by Paytm or The Credit Bureaus or any of Paytm's marketing partners. The methodology which Paytm uses to determine which offers, analysis, or other information is presented or highlighted is proprietary and Paytm may elect to consider, ignore, emphasize, or de-emphasize certain factors in its sole and absolute discretion.

Paytm does not guarantee that the information Paytm presents as part of Credit Facility services, including but not limited to the Credit Information, Credit Information Report or Credit Score, is the same information that may be used or reviewed by a third party to assess your creditworthiness or eligibility for any particular product or service.

6. CONFIDENTIALITY

Since it affects your use of the Credit Facility services, please review our Paytm Website and SSO-ID Terms & Conditions and Paytm's Privacy Policy, as appearing on the Paytm website. Paytm collects, uses and discloses information about you as provided in Paytm's Privacy Policy. Paytm's Privacy Policy is incorporated into these Paytm Credit Information and Loan Referral T&Cs by way of reference, and you agree to accept the terms of the Privacy Policy as a condition to your acceptance of these Paytm Credit Information and Loan Referral T&Cs. Paytm shall use all reasonable physical, administrative, technical and organizational measures to help protect your Personal Data from any loss, unauthorized access or use, or modification or disclosure thereof. Paytm will not share your Personal Data including but not limited to your Credit Information except (1) as necessary for us to process your Request, (2) as permitted by law, and (3) as required by the government, law enforcement or an order of the court. Paytm shall not be liable for any wrongful disclosure of your Personal Data, including but

not limited to your Credit Information, except where such disclosure is due to any act or omission directly attributable to Paytm.

7. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Paytm, the Credit Bureaus and their affiliates, their respective officers, directors, employees, agents, licensors and suppliers, and any third party providers of information to this Credit Facility service, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use the Credit Facility services or your violation of these Credit Information and Loan Referral T&Cs or any other terms and conditions applicable to Credit Facility service, or your violation of the intellectual property rights of Paytm, The Credit Bureaus, or any other party or from any third party claims from or in connection with your Authorization or use of your Credit Information.

8. LINKS TO OTHER WEB SITES

For purposes of convenience, Paytm's site contains links to third party web sites. Paytm makes no representations or warranties about any third party web site that you may access through the links. By providing a link to those web sites, Paytm does not endorse, adopt, or otherwise accept any responsibility for the content or use of those web sites.

9. COMPLIANCE, APPLICABLE LAWS AND JURISDICTION

You must comply with all applicable laws when using the Credit Facility services. You are not permitted to use the Credit Facility services to obtain any Credit Information, Credit Score or Credit Information Report under any false pretences or in violation of applicable laws. You agree to indemnify and hold harmless Paytm, or any of its officers, directors, employees, agents, licensors and suppliers, and any third party providers of information to this Credit Facility service, from any claims or Losses, if it is subsequently found that the Credit Information, Credit Score or the Credit Information Report was obtained by you under any false pretences or was in violation of any applicable law.

These Credit Information and Loan Referral T&Cs shall be governed by and understood in accordance with laws of India and Courts in the city of New Delhi will have exclusive jurisdiction in regard to any dispute arising thereof.

10. OTHER TERMS AND CONDITIONS

The terms and conditions mentioned herein, including the Credit Information and Loan Referral T&Cs may be modified by Paytm in its sole discretion from time to time.

- The rights granted in this arrangement and agreed by you through these Credit Information and Loan Referral T&Cs are personal. You may not assign, sub-license or otherwise transfer any of your rights under these Credit Information and Loan Referral T&Cs.
- If a court finds any part of these Credit Information and Loan Referral T&Cs to

be invalid, the remaining parts of these conditions shall continue unaffected.

- If Paytm fails to exercise any right or legal remedy available to Paytm against you, any such failure shall not prevent Paytm from relying on these at a later date.
- Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

11. ADDITIONAL TERMS

In addition, by agreeing to be bound by these Credit Information and Loan Referral T&Cs, you also agree and acknowledge that the use of this Credit Facility service shall also be governed by the Terms & Condition and the Privacy Policy of One97 available on the Paytm website and of the Credit Bureaus available on the websites of the Credit Bureaus (<http://www.experian.in/terms-conditions>) to which you agree to be bound with.

12. CONTACT US DETAILS

In case of any queries with respect to the Credit Facility services, please visit the 24*7 Help section on the Paytm website or mobile app.

You hereby represent and acknowledge that you have carefully read and understood these Credit Information and Loan Referral T&Cs in relation to the Paytm Credit Information and Loan Referral Services being availed by you and you hereby provide your acceptance to the same.

Part B- General Terms and Conditions for Paytm Loan Referral Service

1. These terms and conditions are applicable for the Customers who have demonstrated their interest to One97 for availing Credit Facility from Entities either through sms, or phone call or through the Paytm Platform or through any other means. Please read the terms and conditions carefully before applying for the Credit Facility herein. If You do not agree with any the terms and conditions herein, You should not apply for the Credit Facility herein. By applying for the Credit Facility herein, You agree and accept to be bound by the terms and conditions set out herein.

2. Notwithstanding anything contained in the Privacy Policy of One97 as provided for and as may be updated from time to time on the Paytm Platform, including but not limited to “www.paytm.com”, You hereby demonstrate Your interest for availing the Credit Facility, and hereby give Your unconditional and unequivocal consent to One97 to share the Profile Data to the Entities :

3. In order to provide the Customer’s bank statement or pay slip electronically

along with the Credit Facility application, the Customer agrees and acknowledges to provide his third-party account credentials ("Account Credentials") to allow One97 to retrieve his account data at those other financial institutions ("Account Information"). The Customer understands that the Account Credentials are only used once to retrieve the Customer's bank statements/pay slips, Form 26 AS and are not stored in the system of One97. However, One97 shall not be liable to the Customer against any liability or claims which may arise out of such transactions being carried on the Customer's own accord.

4. By appointing Paytm as your authorized representative you hereby unequivocally and unconditionally authorize Paytm to obtain, receive and compile your Profile Data on your behalf on an on-going basis for the End User Permitted Purposes. You hereby expressly grant unequivocal and unconditional consent to, Paytm to deliver and/or transfer your Profile Data to Entities for End User Permitted Purpose. You hereby grant unequivocal and unconditional consent to allow Paytm to offer You targeted/personalized offers for products and services using your Profile Data.

5. The Customer provides an unconditional and unequivocal consent to One97 to share/access/store details related to his Credit Information, and Profile Data for the purpose of assessing the Customer's credit worthiness for the facilitation of Credit Facility. Customer further agrees that the aforesaid authorization shall continue to enable One97 to access/share/store the Customer's Credit Information till (a) his/her account with Paytm is de-activated either by the Customer or by Paytm; (b) such time the Customer's Credit Information Report/Credit Score is required to be retained to satisfy the End User Permitted Purpose; (c) a limited period of 6 months; or (d) the Customer withdrawing his/her consent to store or use such Credit Information Report/Credit Score, , whichever is earlier; for use in accordance with these Credit Information and Loan Referral T&Cs. Profile Data ,that the Customer has given Paytm access to under this Authorization, shall be used, stored and shared by Paytm for use in accordance with these Credit Information and Loan Referral T&Cs till the Customer's account with Paytm or this Credit Facility service is de-activated either by Paytm or by the Customer, or, till the time the Customer makes a request with Paytm to opt out of this Credit Facility service, whichever is earlier.

6. You agree that the Entities may further call for additional documents from You to process Your Credit Facility request. You expressly waive the Do Not Call (DNC) / Do Not Disturb (DND) registrations done on Your phone/mobile numbers and confirm that One97 and Entities can contact You through email or mobile number through calls or sms.

7. You understand and agree that One97 is not responsible for any services that might be provided by the Entities or any other third parties. You further agree that the Entities, creditors or third parties that receive the information described above may use that information to contact You to process and disburse Your Credit

Facility application. You further understand, agree and acknowledge that the Entities or other third parties may reject Your Credit Facility application at their sole discretion and that One97 shall not be liable for the same. You further understand, agree and acknowledge that One97 shall not be liable for the manner in which the information described above may be used or stored by the Entities.

8. You also unconditionally and unequivocally authorize the Entities to share public and non-public loan related information including but not limited to application, appraisal, disbursement, repayment, collection and whatsoever is relevant from time to time with One97 or any other One97 Affiliate/group companies. Further, You unconditionally and unequivocally authorize One97 to use the said Credit Facility related information for providing You access to targeted offers and for the purpose of Your ongoing assessment to provide You with personalized offer and products.

9. You hereby provide your consent to the Entities and to One97 to provide marketing information through phone, text message, email, via Your online account on Paytm Platform about products and services (including third party products and services) which the Entities and One97 think may benefit You and You to agree to receive such information.

10. You unconditionally and unequivocally agree to keep One97, its affiliates, and its/their respective directors, officers, employees, agents, licensors and suppliers indemnified against any and all losses, expenses, costs (including reasonable attorney's fees), regulatory action, damage or liability that they may suffer, incur or become subject to in connection therewith or arising from sharing and/or disclosing the aforesaid Profile Data with the Entities, or arising out of the Your violation of these terms and conditions or any other terms and conditions applicable to the Credit Facility.

11. You agree that the approval of Credit Facility offer by the Entities shall be at the sole discretion of the Entities and One97 shall not be held liable for the same. You also understand and agree that the Credit Facility is subject to credit policies of Entities and the application may be rejected or put on hold as per their internal policies and at the sole discretion of Entities. Further it is also understood and agreed by You, that One97 shall not be liable to provide any Credit Facility offer to You or may hold or discontinue this Credit Facility service at its sole discretion.

12. Upon the Credit Facility getting disbursed by the Entity to You, You hereby acknowledge, agree, understand and confirm that One97 or Paytm Payments Services Limited (PPSL) which is a Paytm Affiliate and a payment aggregator are hereby authorized to comply with the written instructions given by Entity from time to time, without any further permission from/reference to You, for any support as required for the settlement/repayment of the Facility granted by Entity, and that One97/PPSL shall not be required to verify any facts and figures stated by the Entity in such communication. 13. This Clause shall apply where You have availed the Credit Facilities as a merchant/customer of One97/Paytm Affiliate. Upon the Credit Facility getting disbursed by the Entity to You, You hereby irrevocably and unconditionally authorizes PPSL to remit the collected amount

pursuant to the Facility Agreement to the pool account of PPSL which shall be transferred to the pool account of One97 maintained with a Scheduled Commercial Bank ("Pool Account") and subsequently such amount will be transferred from the Pool Account to a bank account as notified by Entity to One97 from time to time. You also authorize PPSL to change the mode and frequency of payment of settlement amount due from One97/Paytm Affiliate to You (as a merchant/customer of One97/Paytm Affiliate) in order to ensure that PPSL is able to deduct from the settlement amount any amount instructed by Entity. You hereby confirm that any request for change of Your bank account by You in which settlement amount is remitted to, shall not be accepted without prior consent of Entity until the total Facility amount is fully repaid and Entity issues a no dues certificate to You.

14. You understand and agree that in case of default of payment of the outstanding amount, or, breach any terms and conditions of the Credit Facility agreement (executed between You and the Entity) by You, the Entity may, at its sole discretion, initiate appropriate legal/recovery proceedings or take any other action against You as per applicable law and/or as per the terms of aforementioned Credit Facility agreement. You understand and agree that One97 shall not be liable for any such action initiated by the Entity.

15. You understand and agree that One97 or the Entity shall not be liable for the products/services purchased/availed by You using the Credit Facility provided to You herein. You agree that You shall continue to be liable for the repayment of the outstanding amount of the Credit Facilities provided to You, in case of any defective goods or services purchased by You using the Credit Facility provided to You herein.

16. You understand and agree that You shall be responsible for the safety and security of Your mobile phone, mobile device, computer, laptop etc which are used by You for accessing the Paytm Platform, including for maintaining the secrecy of Your password, login and account information. One97 shall not be liable for any loss caused due to the loss/theft/misuse of such mobile device/computer, or, caused due to the misuse of the password, login and account information.

17. You represent, warrant and acknowledge (a) You are a citizen and a person resident in India, or, a legal entity incorporated in India (b) all information furnished by You in respect of the Credit Facility referred to herein are correct and You are a major, of sound mind (where the Customer is an individual) and are competent to contract; (c) that You have the authority to enter into and perform the obligations under these Terms; (d) to furnish all information of Your finances and business as may be required by the Entity in order to process the Your Credit Facility application; (e) You are not a party to any litigation and to the best of Your knowledge, no act(s) or omission(s) has been committed that may give rise to any litigation which shall have an impact on Credit Facility that may be provided to You herein; (f) that all repayments shall be in compliance of all applicable laws. You agree that if One97 has reasonable grounds to suspect that the information provided by You on the Paytm Platform is untrue, inaccurate, not updated or

incomplete, One97 has the right to suspend or terminate Your account and refuse any and all current or future use of the Paytm Platform (or any portion thereof) or Paytm services in connection thereto.

18. Display of other financial products, offered by Entities, on the Paytm Platform does not in any way imply, suggest, or constitute any sponsorship, recommendation, opinion, advice or approval of One97 in favor of such Entities or their products. You agree that One97 or its affiliates are in no way responsible for the accuracy, timeliness or completeness of information that You may obtain from these Entities. Your interaction and any sharing of Your data/information/Sensitive Personal Information, including but not limited to Your PAN information, with any Entity accessed through the Paytm platform is at Your own risk, and One97 or its affiliates will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such Entity or for any personal injuries, death, property damage, or other damages or expenses resulting from Your interactions with the Entities.

19. (I) One97 (including its officers, directors, employees, representatives, affiliates, and business partners) will not be responsible or liable for (a) any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with (i) any failure or delay (including without limitation the use of or inability to use any component of the Paytm Platform), or (ii) any use of the Paytm Platform or content, or (iii) the performance or non-performance by One97 or any Entity/business partner, even if One97 has been advised of the possibility of damages to such parties or any other party, or (b) any damages to or viruses that may infect Your computer equipment or other property as the result of Your access to the Paytm Platform or Your downloading of any content from the Paytm Platform.

II) The Paytm Platform may provide links and/or access to other third party platforms. However, since One97 has no control over such third party platforms, You acknowledge and agree that One97 is not responsible for the availability of such third party Platforms, and does not endorse and is not responsible or liable for any content, advertising, products, terms and conditions or other materials on or available from such third party platforms. You further acknowledge and agree that One97 shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party platforms.

20. You understand and agree that any delay or omission by the Entity or by One97 in exercising any of its rights under these or any other terms and conditions related to the Credit Facility shall not be construed as a waiver of the same.

21. Please review One97's Privacy Policy and Terms of Use (Paytm Website and SSO-ID Terms & Conditions) of the Paytm Platform. One97 collects, uses and

discloses information about You as provided in Paytm's Privacy Policy. Paytm's Privacy Policy and terms of use (Paytm Website and SSO-ID Terms & Conditions) are located on the Paytm website and is incorporated into these terms and condition by way of reference, and You agree to accept the terms of the Privacy Policy and the terms of use (Paytm Website and SSO-ID Terms & Conditions) as a condition to Your acceptance of these terms and conditions.

22. These terms and conditions shall be governed by and understood in accordance with laws of India and Courts in the city of New Delhi will have exclusive jurisdiction in regard to any dispute arising thereof.

23. You understand and agree that One97 may at its sole discretion amend and modify these terms and conditions, or any other terms and conditions of the Paytm Platform related to the Credit Facility from time to time and the same shall be applicable.

24. You agree that You have read and understood the detailed terms and conditioned as set out in [loan-tnc](#).

Part C- Specific Terms and Conditions for Credit Information pull from Experian

CONSENT IN RELATION TO ACCESS TO CREDIT INFORMATION THROUGH EXPERIAN

I give my consent to One97 Communications Limited ("One97"/"Paytm") to access my credit information from credit information companies and I agree to all the terms and conditions including Paytm's Credit Information and Loan Referral T&Cs.

In connection with submission of the application for my credit information ("Consumer Credit Information") offered by Experian ("CIC") through One97 Communications Limited (referred to as the "Company") and delivery of the Consumer Credit Information to the Company, I hereby acknowledge and agree to the following:

A. The Company is my lawfully appointed agent and he / it has agreed to be my agent for the purposes, including, without limitation, to receive the Consumer Credit Information from CIC on my behalf and use it in the manner consistent with the Paytm's Credit Information and Loan Referral T&C's including End User Permitted Purpose stated therein, and the Company has granted its consent for being appointed for the aforesaid purpose.

B. I grant my unconditional and irrevocable consent to the Company to receive the Consumer Credit Information from CIC on my behalf and use it in the manner consistent with the Paytm's Credit Information and Loan Referral T&C's including End User Permitted Purpose stated therein as the case may be, and the Company has granted its consent for being appointed for the aforesaid purpose. I hereby represent and acknowledge that: (a) I have carefully read the terms and conditions of the Paytm's Credit Information and Loan Referral T&C's and understood the

same; or (b) the Terms of Understanding in relation to the use of the Consumer Credit Information has been agreed between me and the Company.

C. I hereby expressly grant unconditional and irrevocable consent to, and direct, CIC to deliver and / or transfer my Consumer Credit Information to the Company on my behalf till the time (a) my account with Paytm is de-activated either by myself or the Company; (b) or, such time my Credit Information Report/Credit Score is required to be retained to satisfy the End User Permitted Purpose; (c) for a limited period of 6 months; or (d) I withdraw my consent to store or use such Credit Information Report/Credit Score, whichever is earlier.

D. I shall not hold CIC responsible or liable for any loss, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to: (a) delivery of my Consumer Credit Information to the Company; (b) any use, modification or disclosure by the Company of the contents, in whole or in part, of my Consumer Credit Information, whether authorized or not; (c) any breach of confidentiality or privacy in relation to delivery of my Consumer Credit Information to the Company ; (d) for any use made by the Company which is contrary to the Paytm's Credit Information and Loan referral T&Cs.

E. I acknowledge and accept that: (a) CIC has not made any promises or representations to me in order to induce me to provide my Consumer Credit Information or seek any consent or authorization in this regard; and (b) the implementation of the Paytm's Credit Information and Loan Referral T&Cs is solely the responsibility of the Company.

F. I agree that I may be required to record my consent / provide instructions electronically and in all such cases I understand that by clicking on the "I Accept" button below, I am providing "written instructions" to Company authorizing Company to obtain my Consumer Credit Information from my personal credit profile from Experian. I further authorize Company to obtain such information solely to confirm my identity and display my Consumer Credit Information to me. Further in all such cases by checking this box and clicking on the Authorize button, I agree to the terms and conditions, acknowledge receipt of CIC privacy policy and agree to its terms, and confirm my authorization for Company to obtain my Consumer Credit Information.

G. I understand that in order to deliver the product to me, I hereby authorize Company, to obtain my Consumer Credit Information from CIC.

H. By submitting this registration form, I understand that I am providing express written instructions for Company to request and receive information about me from third parties, including but not limited to a copy of my consumer credit report and score from consumer reporting agencies, at any time. My Credit Information Report and Credit Score can be used, shared or stored by the Company till the time

(a) my account with Paytm is de-activated either by myself or the Company; (b) or, such time my Credit Information Report/Credit Score is required to be retained to satisfy the End User Permitted Purpose; (c) for a limited period of 6 months; or (d) I withdraw my consent to store or use such Credit Information Report/Credit Score, whichever is earlier. In compliance with applicable law, I further authorize Company to retain a copy of my other information for use in accordance with Paytm's Credit Information and Loan referral T&Cs, Terms & Condition and the Privacy Policy of One97 available on the Paytm website.

I. I UNDERSTAND THAT THE PRODUCT IS PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS AND CIC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

J. I shall not sue or otherwise make or present any demand or claim, and I irrevocably, unconditionally and entirely release, waive and forever discharge CIC, its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually (hereinafter "Releasee"), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs and expenses (including court costs and reasonable attorney fees) ("Losses"), whatsoever, in law or equity, whether known or unknown, which I ever had, now have, or in the future may have against the Releasee with respect to the submission of my Consumer Credit Information and / or my decision to provide CIC with the authority to deliver my Consumer Credit Information to the Company. I agree to defend, indemnify, and hold harmless the Releasee from and against any and all Losses resulting from claims made against CIC by third parties arising from and in connection with this letter.

K. I agree that the terms of this confirmation letter shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts located in Delhi in regard to any dispute arising hereof. CIC is entitled to assign its rights hereunder to any third person without taking my prior written consent.

Part D- Specific Terms and Conditions for Credit Information pull from TransUnion CIBIL Limited ("CIBIL"/"TUCL")

To,
TransUnion CIBIL Limited
[Formerly known as Credit Information Bureau (India) Limited]
19th Floor, One World Centre Tower-2A-2B,
841 Senapati Bapat Marg,
Lower Parel,
Mumbai – 400 013

Sub: Grant of Consent

Dear Sirs,

In connection with submission of the application for my credit information ("Consumer Credit Information") and other related credit products (Credit Products) offered by CIBIL through One97 Communications Ltd. (referred to as the "Company") and delivery of the Consumer Credit Information and Credit Products to the Company, I hereby acknowledge and agree to the following:

A. The Company is my lawfully appointed agent and he / it has agreed to be my agent for the purposes, including, without limitation, to receive the Consumer Credit Information and Credit Products from TUCL on my behalf and use it and the Company has granted its consent for being appointed for the aforesaid purpose.

B. I grant my unconditional and irrevocable consent to the Company to receive the Consumer Credit Information and Credit Products from TUCL on my behalf and the Company has granted its consent for being appointed for the aforesaid purpose. I hereby represent and acknowledge that the Terms of Understanding in relation to the use of the Consumer Credit Information and Credit Products has been agreed between me and the Company.

C. I hereby expressly grant unconditional and irrevocable consent to, and direct, TUCL to deliver my Consumer Credit Information and Credit Products to the Company on my behalf.

D. I agree that my consent shall be stored by the Company on a permanent basis and shall be verifiable from time to time. I understand that the Company cannot access the Consumer Credit Information for more than 6 months on a single Consumer Consent and the same shall be required to be refreshed every six (6) months. Company can store the Consumer Credit Information only (i) for a limited time period of six months or (ii) till the time my account on the Paytm Platform has been deactivated by me or by the Company, or (iii) till such time the credit information is required to be retained to satisfy the purpose for which it was provided or (iv) until I withdraw my consent to store such Consumer Credit Information, whichever is earlier and thereafter, the stored Consumer Credit Information shall be deleted, purged, expunged by the Company.

E. I shall not hold TUCL responsible or liable for any loss, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to: (a) delivery of my Consumer Credit Information and Credit Products to the Company ; (b) any use, modification or disclosure by the Company of the contents, in whole or in part, of my Consumer Credit Information or Credit Products , whether authorized or not; (c) any breach of confidentiality or privacy in relation to delivery of my Consumer Credit Information to the Company.

F. I acknowledge and accept that TUCL has not made any promises or representations to me in order to induce me to provide my Consumer Credit Information or seek any consent or authorization in this regard.

G. I agree that I may be required to record my consent / provide consent electronically and in all such cases I understand that by clicking on the "I Accept" button below, I am providing "written consent " to [COMPANY] authorizing [COMPANY] to obtain my Consumer Credit Information from my personal credit profile from TransUnion CIBIL LIMITED]. I further authorize [COMPANY] to obtain such information solely to confirm my identity and display my Consumer Credit Information to me. Further in all such cases “By checking this box and clicking on the ‘Authorize button, I agree to the terms and conditions, acknowledge receipt of TUCL privacy policy and agree to its terms, and confirm my authorization for [COMPANY] to obtain my Consumer Credit Information and Credit Products.

H. I understand that in order to deliver the product to me, I hereby authorize [COMPANY], to obtain my Consumer Credit Information and Credit Products from TUCL. I. By submitting this registration form, I understand that I am providing express written instructions for Company to request and receive information about me from third parties, including but not limited to a copy of my Customer Credit Information report and Credit score from Customer reporting agencies, at any time. My Credit Information Report and Credit Score can be used, shared or stored by the Company till the time (i) for a limited time period of six months or (ii) till the time my account on the Paytm Platform has been deactivated by me or by the Company, or (iii) till such time the credit information is required to be retained to satisfy the purpose for which it was provided or (iv) until I withdraw my consent to store such Consumer Credit Information, whichever is earlier. I further authorize Company to retain a copy of my other information for use in accordance with Paytm’s Credit Information and Loan Referral T&Cs, Terms & Condition and the Privacy Policy of One97 available on the Paytm website.

I. I UNDERSTAND THAT THE PRODUCT IS PROVIDED ON AN “AS-IS”, “AS AVAILABLE” BASIS AND TUCL EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

J. I shall not sue or otherwise make or present any demand or claim, and I irrevocably, unconditionally and entirely release, waive and forever discharge TUCL , its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually (hereinafter “Releasee”), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs and expenses (including court costs and reasonable attorney fees) (“Losses”), whatsoever, in law or equity, whether known or unknown, which I ever had, now have, or in the future

may have against the Releasee with respect to the submission of my Consumer Credit Information or Credit Products and / or my decision to provide TUCL with the authority to deliver my Consumer Credit Information and Credit Products to the Company . I agree to defend, indemnify, and hold harmless the Releasee from and against any and all Losses resulting from claims made against TUCL L by third parties arising from and in connection with this letter.

K. I agree that the terms of this confirmation letter shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts located in Mumbai in regard to any dispute arising hereof. TUCL is entitled to assign its rights hereunder to any third person without taking my prior written consent.

Yours faithfully,

Signature : _____

Name : _____

Address : _____

CC: [Name of Company]

Address

Part E- Specific Terms and Conditions for Credit Information pull from Equifax

CONSENT IN RELATION TO ACCESS TO CREDIT INFORMATION THROUGH EQUIFAX

In connection with submission of the application for my credit information (“Customer Credit Information”) offered by Equifax (hereinafter referred to as “Credit Information Company”/”CIC”) through One97 Communications Limited (referred to as the “Company”) and delivery of the Customer Credit Information to the Company, I hereby acknowledge and agree to the following:

A. The Company is my lawfully appointed agent and he / it has agreed to be my agent for the purposes, including, without limitation, to receive the Customer Credit Information from CIC on my behalf and use it in the manner consistent with the Paytm’s Credit Information and Loan Referral T&C’s including End User Permitted Purpose stated therein, and the Company has granted its consent for being appointed for the aforesaid purpose.

B. I grant my unconditional and irrevocable consent to the Company to receive the Customer Credit Information from CIC on my behalf and use it in the manner consistent with the Paytm’s Credit Information and Loan Referral T&C’s including

End User Permitted Purpose stated therein as the case may be, and the Company has granted its consent for being appointed for the aforesaid purpose.. I hereby represent and acknowledge that: (a) I have carefully read the terms and conditions of the Paytm's Credit Information and Loan Referral T&C's and understood the same; or (b) the Terms of Understanding in relation to the use of the Customer Credit Information has been agreed between me and the Company.

C. I hereby expressly grant unconditional and irrevocable consent to, and direct, CIC to deliver and / or transfer my Customer Credit Information to the Company on my behalf till the time. (a) my account with Paytm is de-activated either by myself or by the Company; (b) or, such time my Credit Information Report/Credit Score is required to be retained to satisfy the End User Permitted Purpose; (c) for a limited period of 6 months; or (d) I withdraw my consent to store or use such Credit Information Report/Credit Score, whichever is earlier

D. I shall not hold CIC responsible or liable for any loss, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to: (a) delivery of my Customer Credit Information to the Company; (b) any use, modification or disclosure by the Company of the contents, in whole or in part, of my Customer Credit Information, whether authorized or not; (c) any breach of confidentiality or privacy in relation to delivery of my Customer Credit Information to the Company ; (d) for any use made by the Company which is contrary to the Paytm's Credit Information and Loan Referral T&Cs.

E. I acknowledge and accept that: (a) CIC has not made any promises or representations to me in order to induce me to provide my Customer Credit Information or seek any consent or authorization in this regard; and (b) the implementation of the Paytm's Credit Information and Loan Referral T&Cs is solely the responsibility of the Company.

F. I agree that I may be required to record my consent / provide instructions electronically and in all such cases I understand that by clicking on the "I Accept" button below, I am providing "written instructions" to Company authorizing Company to obtain my Customer Credit Information from my personal credit profile from Equifax. I further authorize Company to obtain such information solely to confirm my identity and display my Customer Credit Information to me. Further in all such cases by checking this box and clicking on the Authorize button, I agree to the terms and conditions, acknowledge receipt of CIC privacy policy and agree to its terms, and confirm my authorization for Company to obtain my Customer Credit Information.

G. I understand that in order to deliver the product to me, I hereby authorize Company, to obtain my Customer Credit Information from CIC.

H. By submitting this registration form, I understand that I am providing express written instructions for Company to request and receive information about me from third parties, including but not limited to a copy of my Customer Credit Information report and Credit score from Customer reporting agencies, at any time. My Credit Information Report and Credit Score can be used, shared or stored by the Company till the time (a) my account with Paytm is de-activated either by myself or by the Company; (b) or, such time my Credit Information Report/Credit Score is required to be retained to satisfy the End User Permitted Purpose; (c) for a limited period of 6 months; or (d) I withdraw my consent to store or use such Credit Information Report/Credit Score, whichever is earlier. I further authorize Company to retain a copy of my information for use in accordance with Paytm's Credit Information and Loan Referral T&Cs, Terms & Condition and the Privacy Policy of One97 available on the Paytm website.

I. I UNDERSTAND THAT THE PRODUCT IS PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS AND CIC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

J. I shall not sue or otherwise make or present any demand or claim, and I irrevocably, unconditionally and entirely release, waive and forever discharge CIC, its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually (hereinafter "Releasee"), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs and expenses (including court costs and reasonable attorney fees) ("Losses"), whatsoever, in law or equity, whether known or unknown, which I ever had, now have, or in the future may have against the Releasee with respect to the submission of my Customer Credit Information and / or my decision to provide CIC with the authority to deliver my Customer Credit Information to the Company. I agree to defend, indemnify, and hold harmless the Releasee from and against any and all Losses resulting from claims made against CIC by third parties arising from and in connection with this letter.

K. I agree that the terms of this confirmation letter shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts located in New Delhi in regard to any dispute arising hereof. CIC is entitled to assign its rights hereunder to any third person without taking my prior written consent.