

## **Consent/Authorization in relation to availing Loan Facilitation Services and access to Credit Information through Credit Information Companies (“Consent Terms & Conditions”)**

Resilient Digi Services Private Limited (RDSPL), is a lending service provider, engaged in facilitating its customer/consumers/users in obtaining various loan products (herein after referred to as “**Loan Facilitation Services**” and more particularly defined below) from its RBI registered Non-Banking Finance Companies (NBFC)/ Banks (“Lending Partners”) through its various web and/or mobile based digital applications (“collectively referred to as “RDSPL Platform”). You can view the details of lending partners [here](#).

The Loan Facilitation Services allows you (also referred to as “you”, “your”, “consumer”, “users”) access your Credit Information available and maintained by the government regulated Credit Information Companies and avail the loans/credit facilities from RDSPL’s partner Non Bank Financial Company/Banks (“**Credit Institution**” and more particularly defined below). By checking on the box and/or clicking on “Proceed”/“Submit”/“Continue”/“Check Loan Eligibility Now”/“Check Eligibility”, you hereby agree to avail the Loan Facilitation Services offered by RDSPL and/or allow the RDSPL to act as authorized agent to receive your credit information on the terms and conditions set out herein. **If you do wish agree to terms and conditions set out herein, you should not use and continue further for availing Loan Facilitation Services offered by RDSPL.**

### **1. Definitions**

- a. **Credit Information:** in relation to a consumer/user means any information including but not limited to credit score, amounts and/or nature of loans/cards, outstanding, repayment history/track record, credit behaviour, creditworthiness, credit enquiries etc. generated by the Credit Information Company using their proprietary algorithms and tools
- b. **Credit Information Company:** shall mean the credit information company set up under the Credit Information Company (Regulation) Act, 2005 namely Experian, Equifax, Trans Union CIBIL, CRIF High Mark and their affiliates and partners with whom RDSPL has partnered;
- c. **Credit Institution:** shall refer RBI registered and regulated Non-Banking Financial Company/Banks having partnership with RDSPL for providing loan/credit facilities to the consumers/users of the RDSPL Platform;
- d. **Entities:** shall mean entity(ies) other than each of the Lending Partners with whom RDSPL has partnered (including but not limited to third party for the purposes of verification/evaluation/assessment of various information/details provided by Credit Information Company and/or consumer/user as part of the Loan Facilitation Services;
- e. **End Permitted Use:** shall mean use of the Credit Information obtained in the capacity of the authorized agent of the consumer/user for providing personalized/targeted Loan Facilitation Services through the RDSPL Platform. The Credit Information may also be used for evaluation/assessment of consumer/user eligibility for providing Loan Facilitation Services
- f. **Loan Facilitation Services:** shall refer to the facilitation service provided by RDSPL to the users/consumers on the RDSPL platform enabling them to apply and/or avail various loan products such as merchant loans, personal loans, credit cards etc. (with or without electronic/physical card) from each of the Lending Partners
- g. **RDSPL Platform:** shall refer to all website (including all associated site links) and/or mobile based application/platform namely “BharatPe” and/or such other website and/or mobile based application/platform, as may be owned/licensed (as the case may be), developed and/or operated by RDSPL from time to time;

2. **Consent/Authorization:** By checking on the box and/or clicking on

“Proceed”/“Submit”/“Continue”/“Check Loan Eligibility Now”/“Check Eligibility”, you hereby absolute and unequivocal authorization and consent for the following:

- a. You demonstrate your express interest/consent in availing the Loan Facilitation Services made available by RDSPL on the RDSPL's Platform
- b. You authorize and consent in favour of RDSPL to act as your agent before Credit Information Company (as per the terms contained in Schedule A & B) to request, receive and store Credit Information provided by the Credit Information Company for providing the Loan Facilitation Services and End Permitted Use. The above authorization and consent to act as an agent will continue till such time the Credit Information is required for providing the Loan Facilitation Services and/or End Permitted Use or till such time, you withdraw your consent to store or use such Credit Information or for a limited period of 6 months, whichever, is earlier.
- c. You authorize and consent in favour of each of the Lending Partner to receive and store the Credit Information from the Credit Information Company and perform assessment on the Credit Information for the purpose of evaluating your loan application through the RDSPL Platform.
- d. You hereby authorize and consent in favour of RDSPL and/or each of the Lending Partner (as the case may be) and further declare and confirm the following:
  - i. You hereby agree to submit voluntarily at your own discretion, the physical copy of Aadhaar card/physical e-Aadhaar /Virtual ID number/ masked Aadhaar / offline electronic Aadhaar xml as issued by Unique Identification Authority of India (UIDAI) /proof of possession of Aadhar to RDSPL for the purpose of establishing for performing Know Your Customer as per the respective internal policy of RDSPL and/or each of the Lending Partner (as the case may be) and in accordance with the law;
  - ii. You hereby authorize and consent to RDSPL and/or each of the Lending Partner to fetch your personal details from UIDAI/Digilocker or such other mode in accordance with the law;
  - iii. You hereby authorize and consent to RDSPL and/or each of the Lender Partner to perform verification /authentication of your Aadhaar through One Time Pin (OTP) (or similar Aadhar based authentication systems) to establish its genuineness through UIDAI/ Digilocker or through such other acceptable manner in accordance with the law;
  - iv. You further confirm that the aforesaid information is being collected by RDSPL and/or each of the Lending Partner (as the case may be) to facilitate and/or evaluating (as applicable) the loan application made by you;
- e. You authorize and consent in favour of RDSPL and/or each of its Lending Partners to verify/authenticate the Permanent Account Number (PAN) submitted by you from NSDL and/or in any other manner permitted by the law;
- f. You authorize and consent in favour of each of the Lending Partner to download KYC details from C-KYC from the C-KYC Registry for processing my loan application. g. You authorize and consent in favour of RDSPL and/or each of its Lending Partner to:
  - i. Conduct bank account verification through penny drop/reverse penny drop or any other mode in accordance with the law;
  - ii. Register mandate/standard instructions through NACH/UPI Autopay or such other mode in favour of the Lending Partner (only such Lending Partner who sanction the loan to you) or any other mode in accordance with the law;
- h. You authorize and consent in favour of RDSPL to share the following with Credit Institution & Entities for the purpose of verification/authentication/retrieval/evaluation/assessment with respect to the Loan Facilitation Services and/or your application for availing loan from the Lending Partner and/or for End Permitted Use:

- i. Photograph
- ii. Permanent Account Number
- iii. Aadhar details or proof of possession of Aadhar (in accordance with regulatory norms)
- iv. Proof of Address and other Know Your Customer documents
- v. Contact Details such as name, email, mobile number etc.
- vi. Bank Account Details and/or Income and financial business related information **3**.

### **Declarations & Undertakings**

- a. You hereby declare that you are resident Indian and that all the particulars and information given during the Loan Facilitation Services for processing your loan application with each of the Lending Partner are true, correct and complete. You hereby further agree that you have not suppressed any material information or knowingly/intentionally submitted any document/information which is not true or correct or is incomplete.
- b. You are 18 years of age or more and of sound mind and competent to enter into a binding contract as per the Indian Contract Act, 1872.
- c. You confirm that you have not been declared insolvent and/or barred by any law from entering into a contract including to avail the Loan Facilitation Services offered by RDSPL through its RDSPL Platform and/or for End Permitted Use
- d. You hereby confirm that you are availing the Loan Facilitation Services out of your own free will and consent.
- e. You hereby confirm that you shall review and shall satisfy yourself of the terms and conditions at which loan/credit facility is offered (if offered) by each of the Lending Partner through RDSPL Platform.
- f. You hereby confirm and declare that loan (if granted by Credit Institution) will be not be used for any illegal or forbidden activity/business under the law
- g. You will abide by terms and conditions of the loan/credit facility entered between you and the Lending Partner.
- h. You undertake to inform the Lending Partner (which has sanctioned the loan, if any) in case of any update in the information provided or documents submitted by you for the grant of loan by the respective Lending Partner at the time of loan application and thereafter, as necessary.
- i. You agree and consent that RDSPL and/or each of the Lending Partner and/or the Entities their authorized their third parties service providers/representatives may contact you on via call/emails/SMS/WhatsApp or any other electronic mode for giving the details/information of the Loan Facilitation Services offered by RDSPL and/or End Permitted Use including but not limited promotional/transactional communications, details/status pertaining to your loan application etc. with any of the Lending Partner.
- j. You hereby authorize and give consent to the respective Lending Partner (which has sanctioned the loan facility) to disclose, without notice to you, the information furnished by you during the application process/ related documents executed in relation to the loan availed from the Lending Partner to Credit Information Companies/Rating Agencies, Service Providers, banks/financial institution, governmental/ regulatory authorities, third parties for KYC information verification, credit risk analysis, or for other related purposes that the Lending Partner may deem fit.
- k. You expressly waive the Do No Call/Do Not Disturb registration with TRAI on your phone/mobile number for contacting you by RDSPL or each of its Lending Partner or Entities and/or their authorized their third parties service providers/representatives for Loan Facilitation Services and/or End Permitted Use

- l. You expressly and acknowledge that display of any loan/credit facility product over the RDSPL Platform does not constitute any sponsorship or recommendation or opinion or advice or approval of RDSPL against for such loan/credit facility product. You are obligated to review such loan/credit facility product on your and understand their terms and condition before availing any such loan/credit facility product.
- m. You expressly agree and acknowledge that the RDSPL or RDSPL Platform is only acting as facilitator between you and each of the Lending Partner for Loan Facilitation Services. The final decision to whether approve or reject any loan reside with the respective Credit Institution as per its own underwriting policies and norms. RDSPL will not be liable for liabilities arising for any delay or rejection or approval by Credit Institution.
- n. You understand and acknowledge that RDSPL or each of the Lending Partner or the Entities does not control the Credit Information provided by the Credit Information Company or verification of KYC and Income/financial documents through Digilocker/UIDAI/NSDL/GST Portal or such other similar website/repositories/portals maintained and operated by third parties. The information/documents are provided to each of the Lending Partner and/or Entities on "as is where is" basis 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.
- o. You hereby agree and accept RDSPL and/or each of its Lending Partner may by itself or through authorised persons, advocate, agencies, credit bureau, etc. verify any information given, check credit references, employment details and obtain credit reports to determine creditworthiness from for the purpose of providing the Loan Facilitation Service and/or processing the loan application (as the case may be) or to any statutory/regulatory authorities
- p. You hereby authorize and give consent to the respective Lending Partner (which has sanctioned the loan facility) to disclose, without notice to you, the information furnished by you during the application process/ related documents executed in relation to the loan availed from the Lending Partner to Credit Information Companies/Rating Agencies, Service Providers, banks/financial institution, governmental/ regulatory authorities, third parties for KYC information verification, credit risk analysis, or for other related purposes that the Lending Partner may deem fit.
- q. You understand and agree that RDSPL may at its sole discretion amend and modify these terms and conditions from time to time and the same shall be applicable. r. In addition, by agreeing to be bound by these the terms and conditions contained herein, you also agree and acknowledge that the use of this Loan Facilitation Services and/or End Permitted Use shall also be governed by the Terms & Condition and the Privacy Policy of RDSPL available on the RDSPL Platform ([www.bharatpemoney.com](http://www.bharatpemoney.com)), Lending Partners (details available in Annexure- I) and of the Credit Information Companies available on their respective web-sites to which you agree to be bound with. s. You hereby confirm that the Consent Terms and Conditions as contained above shall be executed by us click wrap/mobile OTP mechanism. You shall be solely responsible to ensure that the OTP is not compromised or shared with any unauthorized users.

#### **4. Indemnification:**

- a. You agree to indemnity, defend and hold harmless RDSPL (including its parent/subsidiaries/affiliates/related parties), Credit Information Company, Credit Institution and/or Entities and their respective officers, directors, employees, agents, licensors and suppliers, and any third party providers forming part of the Loan Facilitation Service and End Permitted Use, from and against any and all losses, expenses, damages and costs,

including reasonable attorneys' fees, resulting from your violation of these terms and conditions contained herein

- b. You hereby agree and acknowledge that in no event shall RDSPL ((including its parent/subsidiaries/affiliates/related parties) is 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 RDSPL Platform, Loan Facilitation Services, End Permitted Use or arising out of loan facility provided by Credit Institution 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 RDSPL is advised of the possibility of such damages.

#### **5. Applicable Law:**

- a. You must comply with the applicable law while using the Loan Facilitation Services and/or End Permitted Use.
- b. 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.

### **Schedule A**

#### **CONSUMER CONSENT FOR ACCESSING CONSUMER CREDIT INFORMATION REPORT (CIR) THROUGH CRIF**

In connection with submission of the application for my credit information ("Consumer Credit Information") offered by CRIF High Mark Credit Information Services Pvt. Ltd. ("CIC") through Resilient Innovations Private Limited (RDSPL) (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 it has agreed to be my agent to obtain my Credit Information and Credit Score from CRIF High Mark Credit Information Services Pvt. Ltd. (CRIF High Mark) 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 Company's Loan Facilitation terms and conditions including End User Permitted Purpose stated therein, and the Company has granted its consent for being appointed for the aforesaid purpose.
- B. This consent shall be valid for a maximum period of 6 months or till such time the credit information is required to be retained to satisfy the Purpose for which it was intended, or I withdraw my consent at any time, by informing the same to the Company, at their registered office address, website, assigned email id or mobile application, whichever is earlier.
- C. I further authorize the Company to share with CICs, my personal information/details to procure my Credit Information on a monthly frequency and use the same for fulfil the aforesaid Purpose. D. I confirm that this consent is given by my free will and not due to any solicitation by any person/entity.
- E. I hereby expressly grant unconditional consent to, and direct, CIC to deliver and / or transfer my Consumer Credit Information to the Company on my behalf.
- F. 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, wherever authorized by me; (c) any breach of confidentiality or privacy in relation to delivery of my Consumer Credit Information to the Company;
- G. 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 Agreement between CIC and the Company is solely the responsibility of the Company.

H. I agree that I may be required to record my consent / provide instructions electronically or physically as the case may be, and in all such cases I understand that by clicking on the "I Accept" button below or signing this Consent physically, I am providing "written instructions" to the Company authorizing Company to obtain my Consumer Credit Information from my personal credit profile from CRIF High Mark. I further authorize the 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 or signing this Consent physically, 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.

I. I understand that in order to render services as defined herein above as per the Purpose to me, I hereby authorize the Company to obtain my Consumer Credit Information from CIC. J. By submitting this registration form, I understand that I am providing express written instructions for the Company to request and receive a copy of my consumer credit report and score from CIC.

K. 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.

L. 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.

M. 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.

## **Schedule B**

### **CONSENT IN RELATION TO ACCESS TO CREDIT INFORMATION THROUGH EXPERIAN**

This End User Agreement (the "Agreement") is made between you (the "User" or "You") and Resilient Innovations Private Limited a private limited company having its corporate office at 45, Corner Market, Malviya Nagar, New Delhi, 110017 ("Company", "Us" or "We", which term shall include its successors and permitted assigns). The User and COMPANY shall be collectively referred to as the "Parties" and individually as a "Party".

You hereby consent to COMPANY being appointed as your authorised representative to receive your Credit Information on an ongoing basis for the services offered by RDSPL and/or availed by You ("End Use Purpose") or expiry of 6 months from date the consent is collected; whichever is earlier.

BY EXECUTING THIS AGREEMENT / CONSENT FORM, YOU ARE EXPRESSLY AGREEING TO ACCESS THE EXPERIAN CREDIT INFORMATION REPORT AND CREDIT SCORE, AGGREGATE SCORES, INFERENCES, REFERENCES AND DETAILS (AS DEFINED BELOW)(TOGETHERREFERRED AS "CREDIT INFORMATION"). YOU HEREBY ALSO IRREVOCABLY

AND UNCONDITIONALLY CONSENT TO SUCH CREDIT INFORMATION BEING PROVIDED BY EXPERIAN TO YOU AND COMPANY BY USING EXPERIAN TOOLS, ALGORITHMS AND DEVICES AND YOU HEREBY AGREE, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH HEREIN.

Terms and Conditions: Information Collection, Use, Confidentiality, No-Disclosure and Data Purging

- A. COMPANY shall access your Credit Information as your authorized representative and COMPANY shall use the Credit Information for limited End Use Purpose consisting of and in relation to the services proposed to be availed by you from COMPANY . We shall not aggregate, retain, store, copy, reproduce, republish, upload, post, transmit, sell or rent the Credit Information to any other person and the same cannot be copied or reproduced other than as agreed herein and in furtherance to applicable law including the CICRA.
- B. The Parties agree to protect and keep confidential the Credit Information both online and offline.
- C. The Credit Information shared by you, or received on by us on your behalf shall be destroyed, purged, erased promptly upon the completion of the transaction/ End Use Purpose for which the Credit Information report was procured, this period not being longer than 6 months.
- D. Governing Law and Jurisdiction: The relationship between you and COMPANY shall be governed by laws of India and all claims or disputes arising there from shall be subject to the exclusive jurisdiction of the courts of Mumbai.
- E. Definitions: Capitalised terms used herein but not defined above shall have the following meanings:
  - a. "Business Day" means a day (other than a public holiday) on which banks are open for general business in Mumbai.
  - b. "Credit Score" means the score which shall be mentioned on the Credit Information Report which shall be computed by Experian.
  - c. "Credit Information Report" means the credit information / scores/ aggregates / variables / inferences or reports which shall be generated by Experian;
  - d. "CICRA" shall mean the Credit Information Companies (Regulation) Act, 2005 read with the Credit Information Companies Rules, 2006 and the Credit Information Companies Regulations, 2006, and shall include any other rules and regulations prescribed thereunder

PLEASE READ THE ABOVEMENTIONED TERMS AND CONDITIONS AND CLICK ON "ACCEPT" FOLLOWED BY THE LINK BELOW TO COMPLETE THE AUTHORIZATION PROCESS/ FOR SHARING OF YOUR CREDIT INFORMATION BY EXPERIAN WITH COMPANY IN ITS CAPACITY AS YOUR AUTHORISED REPRESENTATIVE