



Terms & Conditions

In connection with submission of the application for my credit information offered by CIBIL ("Consumer Credit Information") through [Insert: Name of the Company] (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 TUCL on my behalf and use it in the manner consistent with the Agreement entered into between the Company and TUCL, and the Company has granted its consent for being appointed for the aforesaid purpose.
- B. I grant my unconditional consent to the Company to receive the Consumer Credit Information from TUCL on my behalf and use it in the manner consistent with the consistent with the Agreement entered into between the Company and TUCL, 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 Agreement entered into between the Company and TUCL 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 consent to, and direct, TUCL to deliver and / or transfer my Consumer Credit Information to the Company on my behalf.
- D. 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 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 Agreement entered into between the Company and TUCL

- E. I acknowledge and accept that: (a) 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; and (b) the implementation of the Agreement between TUCL and the Company 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 TransUnion CIBIL LIMITED, [formerly known as Credit Information Bureau (India) 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 .

- G. I understand that in order to deliver the product to me, I hereby authorize [COMPANY], to obtain my Consumer Credit Information from TUCL.

- 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 for so long as I have an active [COMPANY] account. I further authorize [COMPANY] to retain a copy of my information for use in accordance with [COMPANY'S] Terms of Use and Privacy Policy.

- 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 and / or my decision to provide TUCL L 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 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.