

## TERMS AND CONDITIONS

Last Updated: [17<sup>th</sup> April 2026]

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS" or "T&C") CAREFULLY BEFORE ACCESSING OR USING ANY SERVICES OFFERED BY FLIPKART FINANCE PRIVATE LIMITED. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE USER ("YOU" or "YOUR"), AND (a) **FLIPKART FINANCE PRIVATE LIMITED** (HEREINAFTER REFERRED TO AS "**FLIPKART FINANCE/FLIPKART**," "**WE**," "**US**," or "**OUR**"), AND (b) ALL ITS SUBSIDIARIES, AFFILIATES, GROUP COMPANIES, AND PERMITTED ASSIGNS AND (c) VARIOUS PARTNER BANKS AND FINANCIAL INSTITUTIONS, AS IDENTIFIED HEREINBELOW ("**CO-LENDING PARTNER**").

These Terms establish the legally binding conditions under which you may access, browse, or use the Flipkart Finance platform, including its website, mobile applications, APIs, and any associated services (collectively, the "**Platform**"). By accessing, registering for, or using the Platform or any financial services provided through it, you explicitly agree to be bound by these Terms and any other policies or agreements referenced herein, including but not limited to the **Flipkart Privacy Policy** and independent Terms and Conditions and Privacy Policy of our Co-Lending Partners. If you do not agree to these T&C, you must immediately cease accessing or using the Platform and its services.

These T&C expressly supersede all prior agreements or arrangements between you and Flipkart Finance pertaining to your use of the Platform and the financial services offered. You further understand that access to the Platform and the offer of financial services is conditional upon your consent in line with the FFPL privacy policy and acceptance of all the terms, conditions, and obligations contained herein (as may be amended from time to time). You acknowledge that Co-Lending Partners are independent legal entities and your relationship with them is also governed by their specific independent policies. In the event of any conflict between these general Terms and Conditions and the specific terms and conditions or Key Fact Statement (KFS) of any particular financial product or service you avail, the conditions specific to that product or service shall prevail.

### 1. DEFINITIONS

Capitalized terms used herein but not defined above shall have the following meanings:

- "**Account**" refers to your user account created on the Merchant Platform to access and utilize Flipkart Finance services.
- "**Affiliates**" means entities that control, are controlled by, or are under common control with Flipkart Financial Services Private Limited.
- "**Applicable Laws**" means all applicable laws, statutes, ordinances, rules, regulations,

notifications, circulars, orders, judgments, decrees, injunctions, directions, directives, guidelines, and other governmental pronouncements, whether having the force of law or not, including those issued by the Reserve Bank of India (RBI) and other relevant regulatory authorities in India.

- **"Borrower"** means a User who has successfully applied for and received a loan or credit facility through the Platform.
- **"Co-Lending Partner"** means any regulated financial institution (such as a bank or another Non-Banking Financial Company) that partners with Flipkart Finance to jointly offer credit facilities to Users through the Platform. Each Co-Lending Partner maintains its own independent Terms and Conditions, Fair Practices Code, and Privacy Policy.
- **"Credit Information"** collectively refers to credit information reports, credit scores, and credit data analysis deliverables obtained from Credit Bureaus.
- **"Credit Information Companies (CICs)"** or **"Credit Bureaus"** means credit information companies like CIBIL, Experian, Equifax, CRIF Highmark, or any other agency registered with the RBI under the Credit Information Companies (Regulation) Act, 2005, which collect and compile financial data and credit reports.
- **"Digital Lending Application (DLA)"** shall have the meaning as defined under the Digital Lending Direction 2025 published and updated from time to time by the Reserve Bank of India.
- **"EMI"** means Equated Monthly Installment, the fixed payment amount made by a Borrower to a lender at a specified date each calendar month.
- **"Merchant Platform"** refers to [www.flipkart.com](http://www.flipkart.com), [www.myntra.com](http://www.myntra.com), [www.cleartrip.com](http://www.cleartrip.com).
- **"KYC"** means "Know Your Customer" processes, including identity and address verification, as mandated by Applicable Laws and internal policies.
- **"Lender"** means Flipkart Finance Private Limited when extending credit directly, or a Co-Lending Partner, or both, as applicable to the specific financial product.
- **"Loan Agreement"** means the legally binding agreement executed between you and the Lender(s) outlining the specific terms and conditions of a loan or credit facility, including but not limited to the loan amount, interest rate, repayment schedule, and charges.
- **"LSP"** shall mean Lending Services Provider and shall have the meaning as defined under the Digital Lending Directions 2025 published and updated from time to time by the Reserve Bank of India. Flipkart Finance Private Limited may act as an LSP for its Co-Lending Partners.
- **"Permitted Purpose"** refers to the use of your Credit Information, KYC data, and other personal data by Flipkart Finance (and its partners) in its capacity as your authorized representative for the purposes of providing access to credit information, targeted offers, ongoing credit assessment, facilitating loan disbursement and repayment, fraud prevention, and compliance with Applicable Laws.
- **"Services"** or **"Financial Services"** means the various financial products and services offered, facilitated, or provided by Flipkart Finance through the Platform, including but not limited to personal loans, consumer durable loans and other credit solutions.

## 2. SCOPE OF FLIPKART FINANCE SERVICES

### 2.1 What We Offer

Flipkart Finance provides a platform to facilitate and offer various financial services, which may include:

- **Consumer Durable Loans:** Individual loans provided directly by Flipkart Finance and/or jointly with Co-Lending Partners.
- **Consumer Durable Loans:** To purchase consumer durable products on listed e-commerce Platforms
- **Other Credit Products:** Any other lending or credit facilities that Flipkart Finance may introduce from time to time.
- **Ancillary Services:** Services related to financial product application, KYC, credit assessment, disbursement, repayment, and customer support.

When you avail a loan or credit facility jointly from us and/or a Co-Lending Partner(s), you are subject to both our terms and conditions and the terms and conditions, Privacy Policy and Code of Conduct of our Co-Lending Partner(s), as applicable.

### 2.2 Eligibility

You may use our Services only if you are legally permitted to enter into a binding contract under Applicable Laws. Specifically, you must:

- Be an **Indian Citizen residing in India.**
- Be **18 years of age or older.**
- Meet specific criteria as prescribed under the internal policies and requirements of Flipkart Finance and/or its Co-Lending Partner from time to time, including but not limited to income criteria.
- Be competent to enter into legally binding contracts under the Indian Contract Act, 1872.

If you are not capable of entering into a legally binding contract to avail our Services, we may immediately terminate your Account.

### 2.3 Signing Up to Use Our Services

To use the Platform and avail our Services, you must create an Account. To create an Account, you must:

- Visit the Platform.
- Explicitly consent to be bound by these Terms and the Flipkart Privacy Policy and the respective Privacy Policies of the Co-Lending Partners..
- Provide us with requisite information and supporting documents (to our satisfaction) to process your application and comply with KYC requirements. This may include, but is not limited to:
  - Your name (as per PAN Card)

- Mobile phone number
- Email ID
- Date of birth
- Marital status
- Residential details
- Employment type and place of work
- Monthly income
- PAN
- Aadhaar (for e-KYC/offline KYC, via CKYC or DigiLocker with your explicit consent)
- Bank account details (for disbursement and repayment)
- Any other additional documents and/or information required by Flipkart Finance and/or its Co-Lending Partner for underwriting, fraud prevention, and compliance.

You agree to provide accurate, current, and complete information and documents as prompted on the Platform. We may, with your consent, collect or verify your information from our Affiliates or other lawful means to enhance your seamless experience. You further acknowledge that your data will be shared with Co-Lending Partners who will process such data in accordance with their own independent Privacy Policies.

If you revoke any mandatory permissions required for fraud prevention, KYC, collections, and underwriting purposes, you may not be able to avail the Services or have limited usage of the Platform.

We reserve the right to store information on your device in the form of cookies or similar files for purposes of modifying the Platform to reflect your preferences. The Platform is deemed to be in use when it is loaded in a temporary or permanent memory of your device.

The Flipkart Privacy Policy **and the Co-Lending Partners' Privacy Policies** details the nature and type of information we collect and process (either for ourselves or on instructions and on behalf of Co-Lending Partners) to enable the setting up of an Account, completing KYC processes, or to provide such information to us as it may need to process your loan. If the information you provide does not, in our sole discretion and/or based on our internal policies, amount to reliable information or appears to be fraudulent, we will not allow you to open an Account or apply for services. If we discover any deficiency in the information provided by you at a later date, we may terminate your Account. We may add further verification procedures in the future, requiring more information from you.

### **3. LOAN/CREDIT FACILITY PROCESS - HOW IT WORKS**

Through your Account, we help you discover the maximum amount you are eligible to borrow from us and/or our Co-Lending Partner and the terms on which such credit might be extended. We and/or our Co-Lending Partner will, based on the documents and information you provide, decide whether to offer you the loan or not. The terms of your loan will be provided in the Loan Agreement executed between (i) you and us; or (ii) you, us, and our Co-Lending Partner. By

executing the Loan Agreement, you agree to comply with the independent policies of the involved Co-Lending Partner which is available in their respective website.

Once your Account has been set up, based on the information you provide us and the information we collect through other lawful means (as detailed in the Flipkart Privacy Policy and applicable Co-Lending Partner policies)), we will inform you of the maximum amount you are eligible to borrow. Based on this, you may decide the loan amount you wish to apply for and the monthly installments you are willing to pay. Once you input these parameters, we and/or our Co-Lending Partner(s) will make a decision on the loan amount and provide you with the terms of the loan and interest rates you are likely to be charged. The rate of interest charged for loans offered by us is determined upon consideration of various factors for assessing the gradation of risks for each Borrower as per our internal policies and RBI guidelines.

Once these parameters have been provided and you decide to move forward with availing a loan, you will be required to undertake a KYC process with us. The KYC process must satisfy us and/or our Co-Lending Partner(s). We and/or our Co-Lending Partner may further ask for any documents and information it would require for its internal processes to sanction your loan. APR, inclusive of all fees and charges, will be disclosed in the KFS before loan execution. Flipkart Finance Private Limited ("**FFPL**") uses automated systems, including algorithmic models and machine learning tools (collectively, the "**Credit Decision Engine**"), to evaluate loan applications and make initial credit decisions.

If you are availing a consumer loan or any other credit product, once you accept the proposed terms and clear the KYC process to the satisfaction of Flipkart Finance and/or Co-Lending Partner, we will direct you to a Loan Agreement to be executed between you, Flipkart Finance, and/or the Co-Lending Partner, as applicable.

You maybe required to issue appropriate auto-debit instructions (e.g., e-NACH mandates, standing instructions) for your bank account to repay the loan amount, prior to disbursement. Where auto-debit instructions are not issued or fail, you will be required to repay the loan amount through debit card, bank account, payment methods offered by and routed through Unified Payment Interface (UPI) and National Payments Corporation of India (NPCI) or any other payment method specified by us. These repayment instructions cannot be changed or cancelled during the term of the loan without prior approval from Flipkart Finance and/or the Lender. We will display the details of the EMI, including the due date and amount payable, as well as payment status, from time to time through the Platform.

Flipkart Finance is committed to ensuring that you have a complete, clear, and accurate understanding of the total cost of any credit facility before you are asked to execute a Loan Agreement. In accordance with the RBI Digital Lending Directions, 2025, the RBI Fair Practices Code for NBFCs, and the RBI Guidelines on Key Fact Statement (KFS), FFPL commits to disclosing all costs – including interest, fees, and any other mandatory charges – in standardised form before any loan is sanctioned.

FFPL will always show you the APR before you sign. FFPL will never add charges after the Loan Agreement is executed that were not disclosed in the KFS. You will be shown a full repayment schedule before signing.

### **3.1 Loan Foreclosure**

You can repay all your dues and request foreclosure from Flipkart Finance through the Platform. The loan closure shall be effective on the foreclosure payment date, subject to the realization of the foreclosure payment. Your account status will be updated with the Credit Information Companies by us and/or the Co-Lending Partner on the foreclosure payment date.

### **3.2 Penal Charges**

*You acknowledge that if there is a delay in payment of loan facility availed (Pay Later, EMI etc.) as per the due dates set out in the applicable Loan Agreement, penal charges (inclusive of taxes, if any) as per the applicable slabs given in your Loan Agreement or KFS, shall be levied on each overdue installment amount for every specified period of default. These charges are subject to change based on interest rate and penal charges policies*

## **4. AUTHORIZATION AND CONSENT**

Notwithstanding no request has been raised by you, By clicking "Proceed" or "Submit" or "Agree" on the DLA, you agree to provide your details to Flipkart Finance and grant your unconditional and unequivocal consent for appointing Flipkart Finance as your authorized representative for sharing your details with the Credit Bureaus Co-Lending Partners, and other business partners and obtaining your Credit Information and such other information for Permitted Purpose, as more particularly captured in these Terms and Conditions ("Authorization").

You hereby agree that by accessing and accepting these Terms and Conditions and providing these permissions, you understand and acknowledge that Flipkart Finance provides different financial products related to lending within the framework established by the Reserve Bank of India. By appointing Flipkart Finance as your authorized representative, you hereby unequivocally and unconditionally authorize Flipkart Finance to instruct the Credit Bureaus and other business partners, their affiliates and suppliers, to obtain, receive, and compile your Credit Information and other information on your behalf and use the same for the Permitted Purposes. You expressly grant unequivocal and unconditional consent to, and direct, the Credit Bureaus to deliver and/or transfer your Credit Information to Flipkart Finance on your behalf.

You hereby authorize Flipkart Finance to do all of the following in connection with providing you the Services:

- (i) Verify your identity and share certain personally identifiable information about you

with the Credit Bureaus Co-Lending Partners, and other relevant entities.

(ii) Request and receive your Credit Information from the Credit Bureaus, including but not limited to a copy of your Credit Information Report and your Credit Score, at any time or multiple times, notwithstanding no request has been raised by you for the same, during a period of one (1) year starting from when these Terms and Conditions are accepted by you, or until your account with Flipkart Finance is de-activated either by yourself or by Flipkart Finance, or until the time you make a request to Flipkart Finance to opt out of this Service, whichever is earlier.

(iii) Request and receive back information and/or reports from the business partners Co-Lending Partners, of Flipkart Finance.

(iv) Retain a copy of your Credit Information or other information/report which you have given Flipkart Finance access to under this Authorization, for use in accordance with these Terms and Conditions.

(v) Collect, store, and verify your KYC documents.

You agree that should you express your interest to avail any personalized offers, Flipkart Finance shall contact you through message, SMS, WhatsApp, or voice, and the same shall not be regarded as unsolicited commercial communication. You further agree that Flipkart Finance may use and analyze your Credit Information and other details provided by you on the DLA to provide you with customized recommendations, general information, and personalized offers of the products and services of Flipkart Finance and/or its business partners Co-Lending Partners. Flipkart Finance may send you such offers via email, text, SMS, WhatsApp, or online display or other means of delivery in Flipkart Finance's sole discretion.

You agree and hereby give your specific consent for the Authorization and the consent provided by you under these Terms and Conditions to be shared by Flipkart Finance with Credit Bureaus Co-Lending Partners, and its business partners. You agree and acknowledge that the Services shall be provided to you in a manner consistent with the terms and conditions of the arrangement between Flipkart Finance and Credit Bureaus/business partners Co-Lending Partners,.

You agree that your Credit Information may be requested by you on the DLA any time for a period of one (1) year starting from when these Terms and Conditions are accepted by you, or until your account with Flipkart Finance or this Service is de-activated either by Flipkart Finance or by yourself.

## **5. DISCLAIMERS AND LIMITATIONS**

Flipkart Finance Services are provided on an "as is" and "as available" basis without any representation or warranties, express or implied, except as otherwise specified in writing. Further, the Services are intended for use only by Indian residents. We do not warrant the Services complying with applicable laws for their usage from outside India or their quality. We do not warrant the quality of the Platform, including its uninterrupted, timely, secure, or

error-free provision, continued compatibility on any device, or correction of any errors.

In no event shall we or our Co-Lending Partners, or any of our successors, and assigns, and each of their respective investors, directors, officers, employees, or agents be liable for any special, incidental, punitive, direct, indirect, or consequential damages or losses suffered as a consequence of a breach of the Terms by another user or arising out of the use of or the reliance on any of the Services or Platform.

Availing loans or credit facilities carries inherent risks, and you should speak with your trusted advisors and/or financial consultant before availing any debt of any kind, whether from Flipkart Finance or otherwise.

In the event any exclusion contained herein is held to be invalid for any reason, and we or any of our officers, directors, or employees become liable for loss or damage, then any such liability shall be limited to the loan amount availed by you.

Notwithstanding anything to the contrary set forth in these Terms and/or the Loan Agreement, we and/or the Co-Lending Partner may, upon (i) any breach of these Terms; (ii) breach of the Loan Agreement; (iii) occurrence of a Material Adverse Event as defined under the Loan Agreement; and/or (iv) default of payment, recall the facility or entire offer("Loan Recall").

It is your obligation to inform us of any and all changes in your financial capability that may affect your repayment ability. Failure to inform us of the same will be considered a material breach of these Terms and permits Flipkart Finance and/or the Co-Lending Partner to recall/accelerate payment of the loan without prior notice. Your acceptance of these Terms may be construed as an implied waiver of the right to receive notice for recall/accelerated payment of the loan.

All information submitted via the Platform shall be deemed licensed to FFPL for the purpose of providing services, compliance, and fraud prevention. You retain rights over your personal data as per applicable laws. In accordance with RBI Credit Facilities Directions 2025 , you shall be provided with an option to give or deny consent for use of specific data, restrict disclosure to third parties, and revoke consent already granted.

## **6. PRIVACY OF DATA**

The Flipkart Finance Privacy Policy (available on the Merchant Platform) **as well as the respective independent Privacy Policies of our Co-Lending Partners** provides the manner in which we and/or the Co-Lending Partner store, process, collect, use, and share the data that is collected from you. Please read all applicable policies to understand your rights in this regard.

## **7. YOUR OBLIGATIONS**

### **7.1 Duty to Provide True Information**

The information you provide is used by us and our Co-Lending Partners to determine your eligibility for our Services. It is critical that all information you provide to us is true, complete, not misleading, and is regularly updated by you. You should also ensure that you have the legal right to share any information that you provide us, in order for us to provide you with the Services. If all or any part of this information is incorrect, incomplete, fraudulent, or misleading, or if you do not have the right to share such information with us, it would be a breach of these Terms and a violation of Applicable Laws. You must further ensure that you do not do anything that can make the information provided by you incorrect, incomplete, fraudulent, or misleading at a later date. If you discover any information provided is incorrect, incomplete, fraudulent, misleading, or provided without adequate authority, please write to our Grievance Redressal Officer immediately.

## **7.2 Duty to Be Responsible**

Considering the nature of the Platform and Services, please ensure that you keep your device safe and secure. You are solely responsible for all activities that occur under your credentials on the Platform and any amounts debited or credited to your bank account based on such activities. You should keep your password safe and not disclose your Account details to any third party or share the account with any third party. If you think someone has gained unauthorized access to your Account, please contact our Grievance Redressal Officer immediately and undertake such other activities as may be required (e.g., changing password). If you are directed to our third-party services, you may be subject to terms and conditions governing the use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the third party's services.

## **7.3 Obligation to Indemnify**

To the extent permitted under Applicable Law, you agree to indemnify us (i.e., Flipkart Finance Private Limited) and our Co-Lending Partners, directors, agents, and employees from and against all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to (a) your access to or use of the Platform and/or Services; (b) your breach of these Terms; (c) your breach of any Applicable Laws or third-party rights; and/or (d) any act of fraud or misrepresentation. Flipkart Finance shall limit its liability under the terms to an amount not exceeding one thousand rupees.

# **8. RESTRICTIONS ON YOU**

## **8.1 No Scaling or Jeopardizing Our Platform**

You agree not to interfere with or use non-public areas of our Platform and our technical delivery system. You will not introduce any trojans, viruses, any other malicious software, any bots, or scrape our Platform for any user information. Additionally, you will not probe, scan, or test the vulnerability of any system, security, or authentication measures implemented by us. If

you tamper or attempt to tamper with our technological design and architecture, we may terminate your Account. We may further report such actions to the appropriate law enforcement authorities and initiate legal actions.

## **8.2 No Commercial Usage**

You shall use the Services only for your lawful and personal use. You will not use our Services for any purposes not permitted under Applicable Law and these Terms, including but not limited to, forward lending or granting loans to any third parties.

## **8.3 No Illegal Usage**

You shall not use the Platform or the Services for committing fraud, embezzlement, money laundering, or for any other unlawful and/or illegal purposes. Further, although we may, from time to time, monitor or review any facilities, if established or otherwise offered on the Platform for discussions, chats, postings, transmissions, bulletin boards, and the like, you are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. We are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Platform. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials.

## **8.4 Maintenance of Bank Accounts**

You shall not do any action that may jeopardize your Account or in any way frustrate the repayment of the loan amounts as may be disbursed to you.

## **9. INTELLECTUAL PROPERTY**

All of the content on the Platform, including, all images, illustrations, graphics, video clips, text, reports generated, trademarks, as well as the underlying code of the Platform ("**WebContent**"), constitutes our/our Affiliates' intellectual property.

We give you a limited, non-transferrable, non-sublicensable, and revocable license to access the Platform and avail of its features for your personal, lawful requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the WebContent, features, or facilities, directly or indirectly, without our prior written permission. I agree that I shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying the FFPL website or create any derivative product based on the software / hardware.

## 10. REGULATORY CHANGES

Regulation around technology-driven financial services companies such as ours is ever-changing. You understand that Flipkart Finance may have to modify the Services and the Platform on account of the regulatory landscape we are subject to. In such a case, if you become incapable of using all or any part of the Platform or the Services, the same shall not be our fault, and no liability shall accrue to us.

## 11. THIRD PARTY LIABILITY

In providing the Services to you, we will need to use third-party services including those of Co-Lending Partners. This is done to facilitate checking your credit score, facilitating payment to and from you, and other practical and functional purposes in order to enhance the Services we provide you. While we have appropriate agreements in place with these third parties, we do not accept any liabilities that may arise from our use of or reliance on such third-party services. Further, it may so happen that you are unable to link your bank account with the Platform – whether to credit or debit the loan amounts – in which case, we will not be liable for any damages or losses suffered by you.

## 12. ACCOUNT AGGREGATOR SERVICES

If you avail services of the account aggregator and enable Flipkart Finance to connect you with an account aggregator ("**Account Aggregator**") for the purpose of creating your account with the Account Aggregator of your choice, this Clause 12 of these Terms will also be applicable to you.

An Account Aggregator is an entity regulated by the Reserve Bank of India with an NBFC-AA license that helps an individual securely and digitally access and share information from one financial institution they have an account with to any other regulated financial institution in the account aggregator network. The Account Aggregator ecosystem ("**AA Ecosystem**") allows the user to create accounts with Account Aggregators of their choice for the purpose of sharing financial information from a variety of entities that hold financial information with Flipkart Finance. This streamlines the process and allows the transfer of data from financial entities in a secure and efficient manner. All information shared shall always be with the consent of the user as obtained by the Account Aggregator.

By using the Platform and selecting an Account Aggregator on the Platform for the purpose of sharing your information, you affirm that this Clause 12 of these Terms is legal and binding on you. You represent and warrant that you have full legal capacity and authority to agree and bind yourself to these Terms.

### 12.1 AA Architecture

The Platform allows the user to select an Account Aggregator of their choice from the list of Account Aggregators with whom Flipkart Finance has entered into agreements. Flipkart Finance may modify this list from time to time as and when Flipkart Finance enters into agreements with new Account Aggregators.

On selection of the Account Aggregator, the user shall be directed to a fresh page where the user is required to link their bank account to the AA Ecosystem for the purpose of creating an account with such Account Aggregator. On doing so, the user shall also be bound by the terms and conditions and privacy policy of the Account Aggregator in relation to the transfer of data through the Account Aggregator to the Lending Partner. The terms and conditions of the Account Aggregator shall be available on the website of the Account Aggregator. On creation of the account with the Account Aggregator, the user shall direct the Account Aggregator to obtain and share the user's data with Flipkart Finance by issuing consent for the same.

## **12.2 User Data**

The Account Aggregators shall share the user's bank profile and transaction data with Flipkart Finance in the manner as set out in the consent artifact provided by the user to the Account Aggregator.

The user agrees that the consent submitted under the consent architecture permits Flipkart Finance to undertake analytics using the data received from the Account Aggregator. You further consent and agree to Flipkart Finance sharing the data received with Flipkart Finance for underwriting purposes and to undertake analytics. The data shared with Flipkart Finance shall be processed as per the Flipkart Privacy Policy.

## **12.3 Disclaimers**

To the fullest extent permissible by law, you acknowledge and agree that Flipkart Finance, our Affiliates, Co-Lending Partners, and related parties will not be liable to you for any loss or damage arising out of or due to: (i) your use of, inability to use, or availability or unavailability of the Account Aggregators services; or (ii) any information provided to the Account Aggregator; or (iii) the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the AA Ecosystem; (iv) any security breach that occurs on the AA Ecosystem that is not directly attributable to Flipkart Finance or its Affiliates; or (v) any acts or omissions of the Account Aggregators.

The user agrees and understands that opening an account and sharing data through the Account Aggregator is a voluntary process and is not mandated by Flipkart Finance. We still retain the sole right to determine whether the user is eligible to receive a financial product as per the parameters devised by us and our Co-Lending Partners. Our determination of the user's eligibility shall be final and binding on the user.

Notwithstanding anything to the contrary contained herein, neither Flipkart Finance, nor any of

our Affiliates and our Co-Lending Partners or related parties shall have any liability to you or any third party for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under, directly, or indirectly, or relating, in any manner whatsoever, to these Terms or any breach by the Account Aggregators.

You shall indemnify and hold Flipkart Finance, our Affiliates, and our Co-Lending Partners, subsidiaries, and their officers, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages, and costs (including, without limitation, all damages, liabilities, settlements, and attorneys' fees) arising out of or due to your access to or use of the AA Ecosystem, or any infringement of these Terms.

### 13. TERMINATION

If we decide to terminate your Account for any reason, we will inform you of such decision on the Platform or by email. However, this will not extinguish your obligations under the applicable documents/policies, including any outstanding loan amounts or dues owed to us or our Co-Lending Partners. We will not be liable for any losses or damages that you may suffer from such termination of your Account.

### 14. OPT-OUT REQUEST

If you wish to unsubscribe from our mailing lists or opt out of certain communications, please write to us at [customercare@flipkartfinance.com](mailto:customercare@flipkartfinance.com).

### 15. FORCE MAJEURE

Without limiting the foregoing, under no circumstances shall we or our Co-Lending Partners be held liable for any damage, loss, or loss of services of the Platform due to deficiency in provision of the Services resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots.

### 16. GRIEVANCE REDRESSAL

You may submit a complaint through any of the following channels:

Platform	Through the 'Help & Support' section of the Flipkart Finance mobile application or website at <a href="http://www.flipkartfinance.com">www.flipkartfinance.com</a>
Email	<a href="mailto:customercare@flipkartfinance.com">customercare@flipkartfinance.com</a> (general)   <a href="mailto:grievanceofficer@flipkartfinance.com">grievanceofficer@flipkartfinance.com</a> (escalations)
Post	/ Grievance Redressal Officer, Flipkart Finance Private Limited, Building

In-person	Alyssa, 3rd Floor, Begonia & Clove, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru - 560103, Karnataka, India
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### 16.3 Tiered Escalation Structure

FFPL operates a three-tier grievance redressal mechanism. You are requested to follow the tiers in sequence before escalating to the next level.

Tier	Contact	Timeline	When to escalate
Tier 1 L1 & L2	<a href="mailto:customercare@flipkartfinance.com">customercare@flipkartfinance.com</a>	Acknowledge: Instant acknowledgement . Resolution TAT: 07 working days	First point of contact for all complaints
Tier 2 L3 Resolution Team	<a href="mailto:customercare@flipkartfinance.com">customercare@flipkartfinance.com</a>	Acknowledge: Instant acknowledgement . Resolution TAT: 07 working days	The customer can reopen the case if he is not satisfied with the resolution provided post closure of the case after Tier 1
Tier 3 Grievance Officer	<a href="mailto:grievanceofficer@flipkartfinance.com">grievanceofficer@flipkartfinance.com</a>	Acknowledge: Instant acknowledgement . Resolution TAT: 07 working days	If unresolved after Tier 1 & Tier 2
Tier 4 RBI Ombudsman	<a href="http://cms.rbi.org.in">cms.rbi.org.in</a>	30 days after Tier 3 failure	If unresolved after exhausting Tiers 1,2 & 3

### 16.4 Grievance Resolution Timelines

Tier 1 – Customer Care

Team: L1 & L2

Call Centre: 1800-258-3535

Email: [customercare@flipkartfinance.com](mailto:customercare@flipkartfinance.com)

Website: [www.flipkartfinance.com](http://www.flipkartfinance.com)

- Acknowledgement: FFPL will share Instant acknowledgement along with the complaint number with the Customer
- Resolution: FFPL will endeavour to resolve all complaints within 7 (Seven) working days from the date of receipt.
- Communication: You will be informed of the resolution or, where more time is required, the reason for delay and expected resolution date, via email or SMS.
- Tracking: On lodging a complaint, you will receive a unique complaint reference number that you may use to track the status of your complaint on the Platform.

#### Tier 2 – Customer Care

Team: L3

Call Centre: 1800-258-3535

Email: [customercare@flipkartfinance.com](mailto:customercare@flipkartfinance.com)

Website: [www.flipkartfinance.com](http://www.flipkartfinance.com)

- Acknowledgement: FFPL will share Instant acknowledgement along with the complaint number with the Customer
- Resolution: FFPL will endeavour to resolve all complaints within 7 (Seven) working days from the date of receipt.
- Communication: You will be informed of the resolution or, where more time is required, the reason for delay and expected resolution date, via email or SMS.
- Tracking: On lodging a complaint, you will receive a unique complaint reference number that you may use to track the status of your complaint on the Platform.

#### Tier 3 – Grievance Redressal Officer (GRO)

Grievance Redressal Officer (GRO): Biju Joe

Email: [grievanceofficer@flipkartfinance.com](mailto:grievanceofficer@flipkartfinance.com)

- Acknowledgement: FFPL will share Instant acknowledgement along with the complaint number with the Customer
- Resolution: FFPL will endeavour to resolve all complaints within 7 (seven) working days from the date of receipt.
- Communication: You will be informed of the resolution or, where more time is required, the reason for delay and expected resolution date, via email or SMS.
- Tracking: On lodging a complaint, you will receive a unique complaint reference number that you may use to track the status of your complaint on the Platform.

#### Tier 4 – RBI Integrated Ombudsman

If your complaint remains unresolved after exhausting Tiers 1, 2 & 3, or if you are not satisfied with the resolution provided, you have the right to approach the Reserve Bank of India (RBI)

Integrated Ombudsman under the RBI Integrated Ombudsman Scheme, 2021. You may file your complaint through the RBI Complaint Management System (CMS) at:

RBI Complaint Management System (CMS)

<https://cms.rbi.org.in>

Alternatively, you may write to: Office of the RBI Ombudsman, Reserve Bank of India, Central Office, Shahid Bhagat Singh Road, Mumbai – 400 001.

Note: A complaint may be filed with the RBI Ombudsman only after the complainant has first made a written complaint to FFPL and (a) FFPL has rejected the complaint, or (b) the complainant has not received any reply within 30 days of making the complaint, or (c) the complainant is not satisfied with the reply given by FFPL.

## 16.5 Complaints Relating to Co-Lending Partners

Where your complaint relates to a financial product or service provided in partnership with a Co-Lending Partner, FFPL will internally co-ordinate with the relevant Co-Lending Partner to investigate and resolve your complaint. You may also simultaneously approach the Co-Lending Partner directly through their independent grievance redressal mechanism, as published on their respective websites. FFPL is not liable for the grievance resolution timelines or outcomes of Co-Lending Partners.

## 17. GENERAL PROVISIONS

- **Notifications:** We shall notify you of any relevant information pertaining to your use of the Services by web notification on the Platform, SMS, call, WhatsApp, instant messaging services, or email, or through any other means that we may deem appropriate.
- **Disputes:** These Terms and any action related thereto will be governed by the laws of India. Any disputes arising out of or related to the Terms, the Platform, or the Services shall be subject to the exclusive jurisdiction of the courts located in Bengaluru, Karnataka, India.
- **Assignment:** You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations shall be null and void. We may assign or transfer any right or obligations that accrued in our favor, at our sole discretion, without any restriction. We may specifically assign rights to Co-Lending Partners for the purpose of loan recovery.
- **Waiver:** Unless otherwise stated expressly, any delay or failure in our exercising any rights/remedies arising out of these Terms and/or other policies available on the Platform shall not constitute a waiver of rights or remedies, and no single/partial exercise of any rights or remedies hereunder shall prevent any further exercise of the rights/remedies by us.

- **Survival:** You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, repayment of loan, governing law & arbitration, and these general provisions shall survive the efflux of time and the termination of these Terms.
- **Severability:** If any provision of these Terms is held illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any such provision held invalid, illegal, or unenforceable shall be substituted by a provision of similar import reflecting the original intent of the parties to the extent permissible under Applicable Laws.
- **Amendment:** We reserve the right to change, modify, add to, or remove portions of these Terms at any time, subject to the policies of Flipkart Finance and Applicable Laws. Your continued use of the Platform and Services after any such changes signifies your acceptance of the revised Terms.