

Terms and Conditions (Hyperlinked to the link above):

In this document, references of “I and you” refer to the individual consumer consenting and seeking the credit information from Experian via the Daimler Financial Services India Private Limited portal.

Daimler Financial Services India Private Limited is the entity authorised by the individual consumer to access credit information and score form Experian

Experian refers to Experian Credit Information Company who shall be processing the request of the individual consumer, authenticating them and providing the information to Daimler Financial Services India Private Limited.

Information Collection, Use, Confidentiality, No-Disclosure and Data Purging

Daimler Financial Services India Private Limited shall access your Credit Information as your authorized representative and Daimler Financial Services India Private Limited 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 Daimler Financial Services India Private Limited. Daimler Financial Services India Private Limited 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 CICRA.

The Parties agree to protect and keep confidential the Credit Information both online and offline.

You shall not hold Experian 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 your Consumer Credit Information to Daimler Financial Services India Private Limited ; (b) any use, modification or disclosure by Daimler Financial Services India Private Limited of the contents, in whole or in part, of your Consumer Credit Information , whether authorized or not; (c) any breach of confidentiality or privacy in relation to delivery of your Consumer Credit Information to Daimler Financial Services India Private Limited ; (d) for any use made by the Company which is contrary to the Agreement entered into between the Daimler Financial Services India Private Limited and Experian.

You shall not sue or otherwise make or present any demand or claim, and you irrevocably, unconditionally and entirely release, waive and forever discharge Experian, its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually, 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 you ever had, now have, or in the future may have against Experian with respect to the submission of your Consumer Credit Information and / or your decision to provide Experian with the authority to deliver your Consumer Credit Information to the Company . You agree to defend, indemnify, and hold harmless Experian from and against any and all Losses resulting from claims made against Experian by third parties arising from and in connection with this document.

The Credit Information shared by you, or received on by us on your behalf shall be destroyed, purged, erased promptly within *1 (one) Business Day* of upon the completion of the transaction/ End Use Purpose for which the Credit Information report was procured.

The relationship between you and Daimler Financial Services India Private Limited 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.

Definitions:

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

“**Business Day**” means a day (other than a public holiday) on which banks are open for general business in Mumbai.

“**Credit Information Report**” means the credit information / scores/ aggregates / variables / inferences or reports which shall be generated by Experian;

“**Credit Score**” means the score which shall be mentioned on the Credit Information Report which shall be computed by Experian.

“**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 AUTHORISATION PROCESS FOR SHARING OF YOUR CREDIT INFORMATION BY EXPERIAN WITH DAIMLER FINANCIAL SERVICES INDIA PRIVATE LIMITED IN ITS CAPACITY AS YOUR AUTHORISED REPRESENTATIVE.

BY CLICKING “ACCEPT” YOU AGREE AND ACCEPT THE DISCLAIMERS AND TERMS AND CONDITIONS SET OUT HEREIN.

Accept

Decline