

USER CONSENT FOR DELIVERY OF PRODUCT

To,

Credit Information Bureau (India) Limited

Hoechst House, 6th Floor
193, Backbay Reclamation
Nariman Point
Mumbai – 400 021

Sub: Submission of Product Request and Grant of Consent

Dear Sirs,

In connection with submission of the application for receiving the product containing my credit information offered by Credit Information Bureau (India) Limited (“CIBIL”) (“**Product**”) through submission of product request form (“**Product Request**”) through Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (referred to as the “**Agent**”) and delivery of the product to the Agent, I hereby acknowledge and agree to the following:

- A. The Agent is my lawfully appointed agent and he / it has agreed to be my Agent for the purposes, including, without limitation, to receive the Product from CIBIL on my behalf and use it in the manner consistent with the end-use policy of my Agent (“**Agent’s End Use Policy**”) or the understanding between me and my Agent (“**Terms of Understanding**”), as the case may be, and the Agent has granted its consent for being appointed for the aforesaid purpose.
- B. I grant my unconditional consent to the Agent to receive the Product from CIBIL on my behalf and use it in the manner consistent with the Agent’s End Use Policy or the Terms of Understanding, as the case may be, and the Agent 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 Agents’s End Use Policy and understood the same; or (b) the Terms of Understanding in relation to the use of the Product has been agreed between me and my Agent.
- C. I hereby expressly grant unconditional consent to, and direct, CIBIL to deliver the Product to the Agent on my behalf.
- D. I shall not hold CIBIL 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 the Product to the Agent; (b) any use, modification or disclosure by the Agent of the contents, in whole or in part, of the Product, whether authorized or not; (c) any breach of confidentiality or privacy in relation to delivery of the Product to the Agent; (d) for any use made by the Agent which is contrary to the Agent’s End Use Policy or Terms of Understanding or otherwise.
- E. I acknowledge and accept that: (a) CIBIL has not made any promises or representations to me in order to induce me to provide the Product Request or seek any consent or authorization in this regard; and (b) the implementation of the Agent’s End Use Policy or Terms of Understanding is solely the responsibility of the Agent.
- F. I UNDERSTAND THAT THE PRODUCT IS PROVIDED ON AN “AS-IS”, “AS AVAILABLE” BASIS AND CIBIL EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- G. I shall not sue or otherwise make or present any demand or claim, and I irrevocably, unconditionally and entirely release, waive and forever discharge CIBIL, 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 the Product Request and / or my decision to provide CIBIL with the authority to deliver the Product to the Agent. I agree to defend, indemnify, and hold harmless the Releasee from and against any and all losses resulting from claims made against any and all losses from claims made against CIBIL by third parties arising from and in connection with this letter.

- H. 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. CIBIL is entitled to assign its rights hereunder to any third person without taking my prior written consent.

Yours faithfully,

Signature: _____

Name : _____

Address : _____

Pin Code : _____

Address Status (Own/Rented) _____

Date of Birth: _____

PAN No: _____

CC: [Name of Member]