

Dvara Money Private Limited Terms and Conditions Policy

These are the Terms and Conditions of Dvara Money pursuant to the Information Technology Act, 2000 and rules made thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. These terms and conditions are mandatory for the users of Dvara Money, it however, does not require any physical or digital signatures.

The Terms and Conditions are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of (Spark App).

Dvara Money (hereinafter referred to as "Dvara") is a company incorporated in India under the Companies Act, 2013. Dvara has its registered office at Chennai, Dvara owns, develops, manages and operates the website and App *i.e.*, www.dvaramoney.com and Spark App which offers you access and use of the Website/App and the opportunity to avail the services offered on the Website/App. We request you to read the contents of Below terms and conditions carefully before Signing-up, and by clicking "Submit", you agree to be bound by these Terms and Conditions, Privacy Policy and the Disclaimer provided at the Website/App and any amendment thereof and have entered into a legally binding contract with Dvara Money. If the same are not acceptable to you, we request you to not signup or avail our service.

In the event of any inconsistency between the Terms and Conditions and the Privacy Policy, the Terms and Conditions supersede the Privacy Policy.

Definitions

1. **"User** shall mean the persons represent and warrant to **Dvara** that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to the Terms and Conditions and that You agree to be bound by the Terms and Conditions. This Website/App is intended for the use only by Citizens of Republic of India, and Residents of the Republic of India.
2. **"Website/App"** Website shall mean www.dvaramoney.com and App refers to Spark App both Android & iOS application
3. **"AMC"** An asset management company (AMC) is a company that invests its clients' pooled funds into securities through mutual funds.
4. **"Payment Gateway"**, Dvara uses merchant service provided by Billdesk's online payment gateway application that authorizes debit card or other electronic payments including Netbanking and Unified Payments Interface(UPI) or direct payments processing for investments, insurance and other services.
5. **"SEBI"** means the Securities & Exchange Board of India.
6. **"KYC"** KYC shall mean all requirements with respect to KYC Registration Agency as per the SEBI KYC (Know Your Client) Registration Agency Regulations, 2011 and/or the

SEBI Master Circular along with SEBI Circular e-KYC and all other circular issued from time to time for a user to compliant with.

7. **“Offer Documents”** shall mean the Statement of Additional Information, Scheme Information Document, Key Information Memorandum and addenda issued from time to time by AMC.
8. **“Privacy Policy”** shall mean the privacy policy published on the Website, which is currently available at <https://www.dvaramoney.com/privacy.html>
9. **“Laws”** shall mean all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental authority having jurisdiction over the relevant matter as such which are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter.

Terms of Use: By agreeing to the Terms & Conditions, the User Declares:

1. Users are required to register for an investment Account and have to provide information and data (**“Personal Information”**) classified as ‘Sensitive Personal Information’ under Regulation 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (**“SPDI Rules”**).
2. Dvara is bound by and complies with the Information Technology Act, 2000, and rules and regulations made thereunder. In accordance with the Section 43A of Information Technology Act, 2000, Dvara is obliged to maintain reasonable security procedures to safeguard the user data received or provided by the User.
3. Personal Information provided by the user belongs to the user. In the event, user wants to access or update any earlier provided information, user can change through entering the Website with its login credentials and make changes as required. Some of the changes made or proposed by the User may require user to provide documentary evidence. In any event, upon your written request, Dvara has a legal obligation and will provide every Registered User of the Website and Services with a readable copy of the personal data that we keep about you. As an added security measure and regulatory requirements, we may require additional proof of identity prior to such disclosure.
4. You have right(s) not to provide any Personal Information on the Website or any third-party website(s). It is not mandatory to provide your Personal Information, however, we will be able to provide you the Services only when You disclose certain Personal Information, as requested in the process. If you intend to use the Services, it is solely at your own volition, risk and after reading, confirming and in conjunction with the Terms & Conditions, privacy policy, and any other policies as provided on the Website.
5. If the User wants to withdraw its consent given earlier for providing Personal Information, the User shall send in request for such withdrawal to Dvara in writing. In the event of such withdrawal request, Dvara shall have the option to not provide the Services.

6. The User agrees to provide all the necessary information and documents to Dvara so as to enable Dvara to complete User's Know Your Client ("KYC") verification with a KYC Registration Agency (KRA), registered under the Securities and Exchange Board of India (KYC Registration Agency) Regulations, 2011, including EKYC or CKYC or any other process as specified in SEBI/AMFI circulars from time to time. Such KYC verification is required to comply with the SEBI Master Circular dated July 04, 2018 issued on Guidelines on Anti-Money Laundering Standards and Combating the Financing of Terrorism /Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002 and rules framed there under (as amended from time to time) and any other circulars issued thereunder by SEBI/AMFI. And user also agrees to update change, if any, in the aforesaid information in the records of KYC registration agency and inform Dvara on immediate basis.
7. User has read and understood the contents of the offer documents like Scheme Information Document, Statement of Additional Information, Key Information Memorandum, Instructions and agree to abide by the terms and conditions, rules and regulations of the AMC and its Mutual Fund/Scheme a online facility in which user invest.
8. User confirms that He/She has neither received nor have been induced by any rebate or gifts, directly or indirectly, in making this investment and no obligation was imposed on the User to avail the execution services offered by Dvara.
9. All payments should be through legitimate source and should be in compliance with the policies and guidelines laid down by RBI, NPCI, SEBI, through his/her own Bank Account only and in the event of a joint Bank Account you shall be one of the holder of such Bank Account and should also be authorized by the other Bank Account holder for making such purchase and the said investments do not contravene any Act, Rules, Regulations, Notifications or Directives of the provisions of the Income Tax Act, Anti Money Laundering Laws, Anti-Corruption Laws or any other applicable laws enacted by the Government of India from time to time or any other regulatory body.
10. User confirms that the all details provided by him/her are true and correct and will produce any documents/undertaking as may be required by Dvara/AMC for verification.
11. User acknowledges and agrees that Dvara has entered into an agreement with AMC and in event of termination of agreement or in case of any other event the AMC may at its sole discretion discontinue providing information in relation to transaction by the User in mutual fund scheme through Website/App to Dvara then User will directly contact/coordinate with AMC and submit transactions through other modes of transactions as permitted by the AMC .
12. User hereby confirms that the AMC is not privy to any arrangement or agreement that the User may have with Dvara, and Dvara shall promptly intimate the termination of such agreement or arrangement and on getting the intimation as provided above, the concerned AMC will discontinue sharing of the information with Dvara and the concerned AMC shall not be responsible for any information shared with Dvara post termination of the User's arrangement/agreement with Dvara on account of failure on part of Dvara to intimate such termination to the concerned AMC.

13. User confirms that the AMC/Dvara shall, at its sole discretion, hold an unfettered right to reject any application/transaction by the User in mutual fund scheme through Website/App where any data, information, document and/or detail provided by the User is determined to be discrepant, inaccurate, false, incomplete or erroneous, misleading, incorrect, ambiguous, and Cancel allotment of Units and refund the amount or in case Units have been allotted, freeze the folio or redeem the Units at applicable NAV without any liability or responsibility for any loss or damages suffered by the User of any nature. The User also agrees that the decision of the AMC in such a situation shall be final and binding on the User. In case User has entered wrong/third party bank details at the time of signup, User agrees to co-operate with AMC/Dvara to provide incremental details as may be required by AMC/Dvara to complete verification otherwise your transaction is liable to be rejected by AMC/Dvara.
14. User hereby confirms that this is an 'execution-only' transaction without any advisory service by the employee/relationship manager/sales person of Dvara or notwithstanding the advice of in-appropriateness, if any, provided by Dvara or its employees and Dvara has not charged any advisory fees on this transaction.
15. User allows Dvara to collect Personal Information and/or Sensitive Personal Information (as defined under Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) for the purpose for which it has been authorised to collect such information; and Dvara or the concerned AMC/Dvara to use such Personal Information and/or Sensitive Personal information.
16. User hereby allows Dvara to provide electronic confirmation feeds to the AMC regarding acceptance of the Terms and Conditions by the User for doing online electronic transaction and such other confirmation/document/details as may be required by the AMC from time to time relating to the User as may be required under applicable laws.
17. Dvara may engage with third parties to promote their product and services through their platforms. Users accessing our Website through such platforms will be subject to the terms and conditions set out herein. For the sake of clarity, such third parties shall not be responsible for rendering of the services, which shall at all times be provided by Dvara.
18. User authorize Dvara to share his / her Signatures with AMC, DVARAs and the Trustees, available on the records of the KYC Registration Agency ("KRA") or CKYC for authenticating and processing of requests.
19. User hereby authorizes Dvara & its representatives & agents to provide Promotional information about various products, offers and services provided by them or their group companies through any mode including telephone calls, Emails, SMS, letters etc. and you confirm that laws in relation to unsolicited communication referred in National Do Not Call Registry as laid down by the Telecom Regulatory Authority of India will not be applicable for such information/communication.
20. User hereby gives consent to the concerned AMC to share information, in good faith with Dvara, in any manner, about any transaction by the User in the mutual fund

scheme executed through Website/App and acknowledges that Dvara would be privy to the transaction information.

21. Dvara receives the investment amount from the Payment Gateway provider and so in event of any failures in the link or for any fraud at the payment gateway's end or the bank's end at the time of making such payment Dvara shall not be liable for claims/damages of any nature.
22. The terms and conditions herein, inter-alia, govern the eligibility for Dvara's Services and other conditionality of the Program.
23. Dvara reserves the right in its sole discretion to discontinue, cancel or suspend the Program at any time without any prior intimation.
24. By participating, you are deemed to have fully and unconditionally accepted these terms and conditions, standard terms and conditions, terms of use and the privacy policy of the Spark App.
25. Dvara reserves the right to modify these terms and conditions, including the timelines as prescribed above, at any time without any prior intimation and it is the User's responsibility to always review the Terms and Conditions prior to carrying out any transactions through the App or website. The revised, modified or amended Terms and Conditions will be posted on the app and Website and, by accessing and using the app/website after such revision, modification or amendment is posted, the User is deemed to have consented to such revised version of the Terms and Conditions.
26. Refund/Cancellation Policy
 - i. Transactions will be completed only after successful transfer of money from the User's bank account registered with Dvara Services as per timelines set by the Payment Gateway and the AMC.
 - ii. Transactions once completed can be cancelled till 2 PM the same day Cancellation will be on a best effort basis.
 - iii. In case of successful transfer of money but failure of investment transaction, money would be refunded within 7 Working days to the registered bank account.
27. Prospectus

For information regarding a fund's investment objectives, load, expenses and risk considerations, please download the offer document/scheme document. Please read the offer document of relevant mutual fund scheme carefully before investing.

28. Risk Factors

Investments in mutual funds and securities are subject to market risks and the NAV of the schemes may fluctuate depending upon the factors and forces affecting the securities market including inter alia fluctuations in the interest rates. There can be no guarantee that a scheme's investment objectives will be achieved. All dividend distributions are subject to the investment performance of the schemes. The investments made by the schemes are subject to external risks. The User shall consider the performance track record of the scheme before making investment in any scheme.

The Website/App is not intended to provide any tax, legal, insurance, borrowing or investment advice, and nothing on the Website/App should be construed as a recommendation, by Dvara or Dvara or any third party, to acquire or dispose of any investment or security, or to engage in any investment transaction. The Website/App is an online platform provided by Dvara which lists select schemes of various mutual funds and enables Users to transact in such schemes Dvara may receive a compensation, for the execution services provided by Dvara towards the investment in regular plans, from the AMCs. Except as otherwise specified, User alone is solely responsible for determining whether any investment, security or any other product or service, is appropriate or suitable for him/her based on his/her investment objectives and personal and financial situation. User confirms that he / she has requisite knowledge and experience to understand the risks involved in making an investment into a scheme and has the ability to bear such investment related risk and user should consult a legal or tax professional regarding your specific legal or tax queries. Access and use of the Website/App is entirely at your own risk.

The Website/App, including any content or information on it, any related or linked site, products and services displayed, provided, availed of, licensed or purchased on, through or via the Website/App are provided "as is," without any representation or warranty/Guarantee of any kind, either express or implied, including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for any particular purpose or completeness, Specifically, Dvara disclaims any and all warranties" or guarantees" including, but not limited to -

- i. Any warranties concerning the availability, accuracy, usefulness, or correctness, currency or completeness of information, products or services and
- ii. Any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the laws applicable to the Terms and Conditions. Dvara (uses third party products/links which are not necessarily been screened or reviewed by Dvara and shall not be liable or responsible for any content or other information on the Website/App or on websites/apps linked to or with Dvara. Dvara does not, in any way, certify or warrant the performance, operation, content or availability of the Website/App or such other websites/apps. Although Dvara adopts security measures, which it considers appropriate for the Website/Apps, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access of the User ID or password or unauthorised transactions conducted by using the Online Facility to the Website/Apps. Dvara shall not be responsible or liable if any unauthorised person hacks into or gains access to the Website/Apps, or your accounts; and You shall be liable and responsible for the same. This disclaimer of liability applies also to any damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action. The information and views contained herein are based on information available and believed to be correct to the best of our knowledge.

- iii. DVARA ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR OTHERWISE OF ANY SEARCH RESULTS OR OF THE CONTENT OF ANY SITE/APP INCLUDED IN THE SEARCH RESULTS OR OTHERWISE LINKED TO THE WEBSITE/APP. DVARA SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORISED INTERCEPTION OF E-MAIL TO OR FROM YOU OR DVARA. TO THE EXTENT POSSIBLE, THE DISCLAIMERS, LIMITATIONS ON LIABILITY AND INDEMNITIES AVAILABLE TO DVARA UNDER THE TERMS AND CONDITIONS SHALL MUTATES MUTANDIS EXTEND AND BE AVAILABLE ALSO TO THE ALLIANCE PARTNERS AND SERVICE PROVIDERS AND ITS/ THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONSULTANTS, SPONSORS, AFFILIATES, CONTENT PROVIDERS AND EVERYONE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE WEBSITE/APP (OR ANY PART THEREOF). HOWEVER, THIS CLAUSE SHALL NOT PROTECT THE AFORESAID PERSONS OR EXTEND TO THEIR OBLIGATIONS AND LIABILITY TO DVARA OR DVARA'S CLAIMS AGAINST THEM.
29. Dvara is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website/App, and is the copyright owner or licensee of the content and/or information on the Website/App including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website/App. All rights on the Website/App are reserved and You may not download and/or save a copy of the Website/App or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of Dvara (except as otherwise provided on the Website/App or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits Dvara or its Partners. However, the User may print a copy of the information on the Website for his/her personal use or records. The Website is for User's personal use. If the User makes other use of the Website, except as otherwise provided above, the User may violate copyright and other laws of India and other countries and may be subject to penalties. Dvara, Partners do not grant any license or other authorization or user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.
30. Obligations of the User

User shall not host, display, upload, modify, publish, transmit, update or share any information on the Website/App, that:

- i. belongs to another person and to which You do not have any right to;
- ii. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever harm minors in any way;
- iii. infringes any patent, trademark, copyright or other proprietary rights;
- iv. violates any law for the time being in force;

- v. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vi. impersonate another person;
- vii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- viii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. Any content and or comment uploaded by You, shall be subject to relevant Indian laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if You are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Website/App, Dvara shall have the right to immediately terminate/block your access and usage of the Website/App and Dvara shall have the right to immediately remove any non-compliant Content and/or comment, uploaded by You and shall further have the right to take recourse to such remedies as would be available to Dvara under the applicable laws.

31. Indemnity

User agrees and undertakes to defend, indemnify and hold harmless Dvara, Dvara's parent, partner's, subsidiaries, group/associate companies and the concerned AMC its directors, officers, employees, Affiliates Partners, and Content from any and all claims, loss, liabilities, damages, costs, expenses or any liability that it may suffer, incur or become and proceedings, including reasonable attorneys' fees, arising in any way from his/her use of the Website/App or the placement or transmission of any message, information, software or other materials through the Website/App by the User or users of your ID and password or related to any violation of the Terms and Conditions by User or users of your of your ID and password, and any claims dispute or differences between User and Dvara/AMC.

User also undertakes to indemnify, defend and hold harmless the concerned AMC against any action, damage or liability that it may suffer, incur or become subject to arising from sharing, disclosing and transferring of the information with Dvara. Additionally, the User declares and confirms that it will not hold AMC liable and/or responsible for loss/damage of any kind or nature whatsoever that may be incurred or suffered by the User for any illegal or unauthorized acts, omission or commission, fraud, negligence, delay in transmission/discontinuation of sharing of the information, misuse of information and/or default on the part of Dvara.

32. Termination

User acknowledges and agrees that Dvara may, without notice, suspend or terminate User's account or deny access to all or part of the Website/App without prior notice if the User engages in any conduct or activities that Dvara in its sole discretion believes violate any of the Terms and Conditions, violate the rights of Dvara, or is otherwise inappropriate for continued access, or IF Dvara learns of User's death, bankruptcy or lack of legal capacity or of any other circumstances which impact the User's credit worthiness (which shall be determined at the sole discretion of Dvara) or for any other reason which Dvara thinks fit

and proper. User acknowledges and agrees that Dvara may in its sole discretion deny User access through Dvara to any materials stored on the Internet, or to access third party services, merchandise or information on the Internet through the Website/App, and Dvara shall have no responsibility to notify User or third-party providers of facilities, services, merchandise or information nor any responsibility for any consequences resulting from lack of notification. Dvara may also suspend / freeze User's account on directions received from regulatory or government bodies & authorities.

33. Disclosure Policy

Dvara will only share non-public personal information with third parties in the limited circumstances permitted under law including situations where Dvara needs to share information with entities who work on behalf of Dvara to service or maintain User's account or process transactions as requested by User, when the disclosure is made to a party representing User, or when such information is required by law including inter alia in response to a legal process. Further, Dvara will ensure that any third parties assisting it in marketing its products, are under contractual obligations to protect the confidentiality of information of the users of the Website/App, and to use it only to provide the services to the extent as required under the agreement with Dvara. Dvara recognizes and acknowledges the value and importance of the protection of the User's information. Dvara shall exercise the same standard of care to protect the information from the User's that it exercises in protecting its own information.

34. Governing Law & Jurisdiction

The Website, the App, the Terms and Conditions, all transactions entered into on or through the Website/App and the relationship between User and Dvara shall be governed by and construed in accordance with the laws of India and no other nation, without regard to the laws relating to conflicts of law. User and Dvara agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the App, the Terms and Conditions, any transactions entered into on or through the Website/App or the relationship between User and Dvara shall be subject to the exclusive jurisdiction of the competent courts located in the city of Chennai, India and User hereby accedes to and accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if Dvara so thinks fit Dvara may institute proceedings against the User in any other court or tribunal having jurisdiction. Dvara accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website or the App can be accessed or used or any facility can be availed of in a country other than India would not mean that the laws of such country would be applicable.

35. Notices

Dvara may give notice to the User by e-mail, letter, telephone or any other means as Dvara may deem fit to the address last given by the User. Notices under the Terms and Conditions may be given to Dvara by User in writing by delivering them by hand or by sending them by post to Dvara's address mentioned on the Website. Dvara may, but shall not be bound to, act upon notices and instructions given by User to Dvara by e-mail, letter, telephone or any other means as Dvara may deem fit. In addition, Dvara may (but shall not be bound to) also publish notices of general nature, which are applicable to all users in a newspaper circulating in India or on its Website. Such notices will have the same effect as a notice

served individually to each user (including You). Documents which may be sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website Dvara shall be deemed to have duly communicated and delivered any communication or document to the User if such communication or document is sent via electronic mail (e-mail) to the e-mail address provided by the User to Dvara. Dvara shall also be entitled to act on the basis of any instructions received or purported to be received by Dvara from the User by e-mail or other electronic means or via the internet. Dvara shall also be entitled (but not bound) to act upon fax instructions and communications.

36. Arbitration

If any dispute arises between the User and Dvara or Dvara (individually a “Party” and collectively “Parties”), in connection with validity, interpretation, implementation or alleged material breach of the Terms and Conditions, the Parties shall endeavour to settle such dispute amicably. In case of failure of the Parties to settle such disputes within 15 days, either Party shall be entitled to refer the dispute to any arbitrator. The arbitration shall be conducted by a sole arbitrator mutually appointed, or in case of disagreement as to the appointment of a sole arbitrator, by three (3) arbitrators of which each Party shall appoint one (1) arbitrator and the third arbitrator shall be appointed by the two appointed arbitrators. The arbitration proceedings shall be conducted in Chennai, India and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The language of arbitration shall be English.

37. No Waiver

The failure or delay of Dvara to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of Dvara shall be valid unless it is in writing signed by or on behalf of Dvara. A waiver of any right or provision by Dvara on a particular occasion shall not prevent Dvara from enforcing such right or provision on a subsequent occasion.

38. Severability

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgment, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition, and User, Dvara, the court, tribunal or regulatory or self-regulatory agency or body should endeavour to give effect to the parties’ intentions as reflected in the provision to the extent possible. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

39. Limitation

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website/App or the

Terms and Conditions must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

40. Force Majeure

Dvara shall not be responsible for delay or default in the performance of their obligations due to any natural calamities, contingencies beyond their control including but not limited to war, civil disorder, arson, unavailability of any communication system, virus in the processes, computer hacking, computer crashes. Or acts of government /regulatory authorities.

41. No Obligation for Maintenance

Dvara has no obligation to monitor the functioning of the Website/App. However, User acknowledge and agree that Dvara has the right to monitor the functioning of the Website/App electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Website/App properly or to protect itself or its Service Providers, Alliance Partners, Visitors, Users. Dvara will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. Dvara reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the Terms and Conditions.

42. No Agency

The Terms and Conditions and User use of or access to the Website/App are not intended to create an agency, partnership, joint-venture or employer-employee relationship between User and the Website/App, Dvara, any Partner except where otherwise specifically agreed or appointed.

Miscellaneous

The clause headings in the Terms and Conditions are only for convenience and do not affect the meaning of any provision and shall not be taken into account in interpreting or limiting the scope of the provisions of the Terms and the Conditions. Dvara may sub-contract or employ agents to carry out any functions or services relating to the Website/App or any of its obligations under the Terms and Conditions. Dvara may from time to time send by e-mail or otherwise, information relating to products and services offered by it or the Partners or any other entities, general information related to financial and other services, advertisements of various products and services etc. to You. Users must at their own cost:

- a. provide for their own access to the World Wide Web and pay any service fees, telephone charges and online service usage associated with such access, and
- b. provide all equipment necessary for User to make such connection to the World Wide Web, including a computer and modem.

The content presented at the Website may vary depending upon your browser limitations.

Grievance Redressal

Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to Grievance Officer, at spark.grievances@dvara.com or write at the following address:

Bharat Jayaram,
Grievance officer for Dvara Money Private Limited
10th Floor, Phase 1
IIT-Madras Research Park
Kanagam Village Taramani
Chennai - 600113

We request the User to please provide the following information in his/her complaint:

1. Identification of the information provided by User.
2. Clear statement as to whether the information is personal information or sensitive personal information.
3. User address, telephone number or e-mail address.
4. A statement that You have a good-faith belief that the information has been processed incorrectly or disclosed without authorization, as the case may be.
5. A statement, under penalty of perjury, that the information in the notice is accurate, and that the information being complained about belongs to User.

Dvara Money Private Limited Privacy Policy

Welcome to the Dvara Money mobile Mobile App and www.dvaramoney.com, operated and owned by Dvara Money (“Dvara”), which presently has its registered office at Chennai.

Dvara manages the website www.dvaramoney.com including the mobile Application Spark App (the “Mobile App”) and the website (the “Website”). This Privacy Policy is a part of the Terms and Conditions (<https://dvaramoney.com/terms.html>) to services provided by Dvara on Website and/or Mobile App.

All terms defined in the Terms and Conditions have the same meaning used here in this Privacy Policy. This Privacy Policy statement shall apply to all Users who visit and access Dvara’s Website. The Users unconditionally agree that browsing the Website and/or using its services signifies their unconditional assent to this Privacy Policy. We respect the privacy of it’s Users and is committed to protect it in all respects. Any dispute with Dvara over privacy matters are subject to this Privacy Policy read in conjunction with the Terms and Conditions.

1. This Privacy Policy is published in compliance of:
 - i. Section 43A of the Information Technology Act, 2000; and
 - ii. Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”) “Personal Information” and “Sensitive personal data or information” shall be as defined under the SPI Rules. The information about the Users as collected by Dvara is:
 - a. information supplied by Users and
 - b. information automatically tracked while navigation (Information).
2. In order to avail the Services offered by or on the Website and start investing, Users are required to register for an investment account and have to provide information and data (“**Personal Information**”) classified as ‘Sensitive Personal Information’ under Regulation 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPI Rules**”). Personal Information provided in acceptance of this Policy shall amount to written consent under Regulation 5 of the SPDI Rules.
3. This initial registration would involve creating a username which is a valid email and password (collectively, “**Login Credentials**”). Further, once the User decides to use all the functionality provided on the Website and decides to enrol for investment purposes, in accordance with the KYC norms and regulatory requirements, user shall provide its name, gender, contact number, PAN card details, bank account details (including account number, bank name, etc) address details (including a copy of the address proof) and a cancelled cheque leaf (collectively, your “**Registration Information**”).
4. Dvara will require the User to provide a virtual signature (physically on the mobile screen or an image of the signature on a plain white paper). Dvara will use this

signature only for the limited purpose of completing the enrolment process and it will not be used for any transactions other than filling forms for enrolment. This signature provided by the user will not be shared with any third parties.

5. By using Dvara's Website or its services, you give Dvara your consent to collection, storage, and use of the Personal Information you provide (including any changes thereto as provided by you) for any of the services that we offer. To avail certain sites/ services on our Websites, Users may be required to provide certain information for the registration process that may include but not limited to:
 - a. your name,
 - b. email address,
 - c. sex,
 - d. age,
 - e. PIN code,
 - f. PAN Card Details
 - g. Aadhar Card Details
 - h. credit card or debit card details,
 - i. medical records and history,
 - j. biometric information,
 - k. password etc., and / or your occupation, interests, and the like.
6. Dvara presumes lawful parental consent in case the Personal Information is shared by a User under the age of 18 years. All required information is service dependent and Dvara may use the above said User information to, maintain, protect, and improve its services (including advertising services) and for developing new services. Such information will not be considered as sensitive if it is freely available and accessible in the public domain or is furnished under the Right to Information Act, 2005, any rules made there under or any other law for the time being in force. The primary reason for gathering information is to improve our products, deals, services, website content and navigation.
7. To improve the responsiveness and user interface for our Users, Dvara may use "cookies", or similar electronic tools to collect information to assign each User a unique, random number as a User Identification (User ID) to understand the User's individual interests using the identified computer. Unless you voluntarily identify yourself, Dvara cannot know who you are, even if we assign a cookie to your computer. The only Personal Information a cookie can contain is information you supply. A cookie cannot read data off your hard drive. Our advertisers may also assign their own cookies to your browser (if you click on their ads), a process that we do not control. We receive and store certain types of information whenever you interact with us via Website, Mobile Application or service through your computer/laptop/netbook or mobile/tablet/pad/handheld device etc.
8. Dvara automatically collects limited information about your computer's connection to the Internet, mobile number, including your IP address, when you visit our Website, Mobile Application or service. Your IP address is a number that lets computers attached to the Internet know where to send you data -- such as the pages you view. We automatically receive and log information from your browser, including your IP address, your computer's name, your operating system, browser type and version,

CPU speed and connection speed. We may also collect log information from your device, including your location, IP address, your device's name, device's serial number or unique identification number (e.g. UDiD on your iOS device), your device operating system, browser type and version, CPU speed, and connection speed etc.

9. We may receive information about you from other sources, add it to our account information and treat it in accordance with this Privacy Policy. If you provide information to the platform provider or other partner, whom we provide services, your account information and order information may be passed on to us. We may obtain updated contact information from third parties in order to correct our records and fulfil the services or to communicate with you.
10. The Website or Mobile Application may include links to other websites or Mobile Applications. Such websites or Mobile Applications are governed by their respective privacy policies, which are beyond our control. Once you leave our servers (you can tell where you are by checking the URL in the location bar on your browser), use of any information you provide is governed by the privacy policy of the operator of the Mobile Application, you are visiting. That policy may differ from ours. If you can't find the privacy policy of any of these sites via a link from the Mobile Application's homepage, you should contact the Mobile Application or website owners directly for more information. When we present information to our advertisers -- to help them understand our audience and confirm the value of advertising on our Websites or Mobile Applications -- it is usually in the form of aggregated statistics on traffic to various pages / content within our Websites or Mobile Applications. We use third-party advertising companies to serve ads when you visit our Websites or Mobile Applications. These companies may use information (not including your name, address, email address or telephone number or other personally identifiable information) about your visits to this and other Websites or Mobile Application, in order to provide advertisements about goods and services of interest to you. We do not provide any Personally Information to third party websites/ advertisers/ ad-servers without your consent, except in the circumstance mentioned in below clause.
11. We take utmost care our user's Personal Information and/or Sensitive Personal information and we share user's personal information with our employees and third-party facilities providers on strictly on a "need to know" basis hence we take all such steps to ensure that electronic records are valid under the Information Technology Act, 2000 as amended from time to time and notifications and rules framed thereunder.
12. Dvara may share the sensitive Personal Information to any third party/Service Provider/Alliance Partner without obtaining the prior consent of the User in the following limited circumstances:
 - i. When it is requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences.
 - ii. Dvara proposes to share such information within its group companies and officers and employees of such group companies and/or third party service provider for the purpose of processing Personal Information on its behalf.

- iii. Dvara may use third-party advertising companies and/or within group companies to serve ads when the User's visits the Website. These companies may use Personal Information about the User's visit to the Website and other websites in order to provide advertisements about goods and services of interest to the User.
 - iv. Dvara shall transfer information about the User in case Dvara is acquired by or merged with another Dvara.
 - v. Dvara may share the personal information with the Service Provider, in case the User shows interest in Applying for User.
13. As Per PMLA (Prevention of Money Laundering Act 2002) guidelines and Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 records need to be maintain for a period of up to 10 years from the closer / deletion of account. In the event of any legal / regulatory proceeding is the pending we can retain records for a longer period as may be asked by regulatory / statutory authorities.
14. We take Appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. ALL INFORMATION GATHERED ON DVARA IS SECURELY STORED WITHIN DVARA CONTROLLED DATABASE. THE DATABASE IS STORED ON SERVERS SECURED BEHIND A FIREWALL; ACCESS TO THE SERVERS IS PASSWORD-PROTECTED AND IS STRICTLY LIMITED. HOWEVER, AS EFFECTIVE AS OUR SECURITY MEASURES ARE, NO SECURITY SYSTEM IS IMPENETRABLE. WE CANNOT GUARANTEE THE SECURITY OF OUR DATABASE, NOR CAN WE GUARANTEE THAT INFORMATION YOU SUPPLY WILL NOT BE INTERCEPTED WHILE BEING TRANSMITTED TO US OVER THE INTERNET. AND, OF COURSE, ANY INFORMATION YOU INCLUDE IN A POSTING TO THE DISCUSSION AREAS IS AVAILABLE TO ANYONE WITH INTERNET ACCESS.