

## TERMS AND CONDITIONS

**These are the Terms and Conditions of Dvara Money Private Limited 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 and the rules, amendments and guidelines made thereunder.**

Dvara Money Private Limited (hereinafter referred to as “**Dvara Money**” or “**Us**” or “**Our**” or “**We**”) is a company incorporated in India under the Companies Act, 2013 with its registered office at 10th Floor, IIT Madras Research Park, Kanagam Village, Taramani, Chennai 600113. Dvara Money owns, develops, manages and operates its Website and associated Mobile Applications which offers its Users (*as defined below*) access and use of the Platform (*as defined below*) which includes the opportunity to avail the Services offered on/ through the Platform.

We request You to read the contents of this terms and conditions (“**DM T&C**”) carefully before signing-up and/ or using the Platform, by clicking “**Submit**” / “**Agree**” and/ or **continuing to access or use the Platform**. You agree to be bound by DM T&C, Privacy Policy (“**DM Privacy Policy**”), Consent Form (*as defined below*) and the disclaimer provided in the Platform and any amendment to any such documents thereof. This shall be construed as a legally binding contract with and between You and Dvara Money. If the same is not acceptable to You, We request You to not/stop use or sign up to the Platform and or avail the Services.

The DM T&C specified herein, does not require any physical or digital signatures and can be accepted via digital consent provided as part of the User’s acceptance to DM T&C and continued use of the Services provided by the Service Partners and/ or Dvara Money directly or through the Facilitators via the Platform.

In the event of any inconsistency between the terms of the DM T&C herein and the terms of DM Privacy Policy, the terms as specified in the DM T&C shall supersede the DM Privacy Policy. Further, in case of any inconsistency between the DM T&C and the Consent Form, the terms of the Consent Form shall supersede the DM T&C, only to such extent required.

### 1. **Definitions:**

- a. “**Consent Form**” shall mean to mean the consent provided by You for the collective case of use, access to, transmission of, storage of and for other allied purpose as maybe required of the information / data provided by You to Dvara Money for the purpose of facilitating and/ or provision of Services .
- b. “**Facilitators**” shall mean the third-party entities assisting Dvara Money in facilitating/ providing the Services to the User. Currently, Dvara Money has engaged the services of the below Facilitators:
  - (i) Digiotech Solutions Private Limited (“Digio”);
  - (ii) Baldor Technologies Private Limited (“IDfy”);
  - (iii) India Innovation Incorporation Private Limited (“Falcon”)
  - (iv) Decentro Tech Private Limited (“Decentro”)
  - (v) M2P Solutions Private Limited (“M2P”)
  - (vi) Walkover Web Solutions Private Limited (msg91.com)
  - (vii) Amazon Web Services (“AWS”)
  - (viii) GupShup Technology India Pvt Ltd (“GupShup”)
  - (ix) Azure Cloud Services

- (x) Exotel Techcom Private Limited (“Exotel”)
- (xi) Retool Inc
- (xii) Google/Firebase

The above list of Facilitators may be updated by Us from time to time as maybe required.

- c. **“KYC” or “Know Your Customer”** refers to the process by which the identity and information of the Users are verified to ensure compliance with regulatory requirements as and when required.
- d. **“Laws”/ “Applicable Laws”** shall mean all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, 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.
- e. **“Limited Information”** shall mean such information stored at Dvara Money’s end for the facilitation/ provision of Services to the Users.
- f. **“User/ You/ Customer”** shall mean such persons who are:
  - (i) Availing or considering the availing of Services from or through Dvara Money Accessing the Platform (*as defined below*) for the purpose of availing and/ or considering the use of Service offerings from/ through Dvara Money;
  - (ii) Are at least eighteen (18) years of age or above and are directly capable of entering, consenting, performing and adhering to the DM T&C herein, DM Privacy Policy and Consent Form;
  - (iii) Citizens and residents of India who hold a valid Indian Government issued ID and or PAN and or Aadhar card, as the case may so require;
  - (iv) Agrees to be bound by the DM T&C herein and/ or (*as the case maybe*) other obligations stipulated which may include but is not limited to acceptance to the DM Privacy Policy, Consent Form and the terms and conditions of the Service Partners and/ or the Facilitators (*as the case may be*).
- g. **“Partner Bank”** shall mean the RBI regulated partner bank with whom Dvara Money has partnered with for the creation of the Savings Account and issuance of PPI. Currently, Dvara Money has partnered with the following Partner Banks:

S.No	Entity	Purpose
(i)	Jana Small Finance Bank	Savings Account
(ii)	Shivalik Small Finance Bank	
(iii)	Fino Payments Bank	PPI

The above list of Partner Banks maybe updated by Us from time to time as maybe required.

- h. **“Personal Data”** means any data/ information capable of identifying You including but not limited to PAN, IP address, address, Aadhar.
- i. **“Platform”** shall collectively or individually refer to the Website and Mobile Application, as the case may be.
- j. **“DM Privacy Policy”** shall mean the privacy policy published on the Website, which is currently available at <https://dvaramoney.com/privacy/>
- k. **“Services”** shall mean and include but is not limited to the following:
  - (i) Creation of savings account: Savings Account;
  - (ii) Issuance of a pre-paid card: PPI Card;

- (iii) Accumulation of digital gold;
- (iv) Purchase of insurance plans;
- (v) Assistance with timely filing of ITR returns;
- (vi) such other products/ services as maybe facilitated/ provided by Dvara Money from time to time.

1. **"Service Partner"** shall mean the Partner Bank and the below entities which renders few of the Services to the User through Dvara Money:

S.No	Name	Role
(i)	Jana Small Finance Bank Limited ("Jana")	Partner Bank
(ii)	Shivalik Small Finance Bank Limited ("Shivalik")	Partner Bank
(iii)	Dvara SmartGold Private Limited ("DSG")	Digital Gold partner
(iv)	Magma HDI General Insurance Company Limited ("Magma")	Insurance partner
(v)	Fino Payments Bank ("Fino")	Partner Bank

\*\*The above list of Service Partners maybe updated by Us from time to time as maybe required.

- m. **"Savings Account"** shall mean an account created by Dvara Money in partnership with a Partner Bank.
- n. **"Spark Dost agent"** shall mean agents of Dvara Money who shall facilitate the provision of Services.
- o. **"Website"** shall mean website hosted by Dvara Money which can be accessed at: [www.dvaramoney.com](http://www.dvaramoney.com)
- p. **"Mobile Application"** shall mean application hosted by Dvara Money: the Spark App (both Android & iOS application).

## 2. Spark Account:

- a. In order to use the Platform and avail the Services, Users will have to register on the Platform and create an account with a unique user identity using their mobile number and one time password ("OTP") that is generated upon onboarding and, subsequently at each time he/ she logs in ("Spark Account"). Pursuant to this, for availing the Services, You agree to provide the access, sharing, transmission and or storage of Your information (as mentioned below) with Us, the Facilitators and the Service Partners, to the extent required for the provision of Services as availed by You either directly from Us or from any Service Partners through Us. You further agree that You are providing specific consent by reading, understanding and accepting the DM T&C herein, DM Privacy Policy and Consent Form.

Service	Type of Data	Purpose for collection	Period of retention by DM	Disclosure to Service Partners and/or Facilitators		
				Entity	Type of information/ data	Purpose
Savings Account	<ul style="list-style-type: none"> <li>a. Full name</li> <li>b. Mobile number</li> <li>c. Father's name</li> <li>d. Mother's name</li> <li>e. Date of Birth</li> <li>f. Email address</li> <li>g. Gender</li> <li>h. Permanent and Communication address</li> <li>i. Marital status</li> </ul>	This is required for the creation of the Savings Account (including the KYC process) in partnership with	All information/ details except Aadhar and PAN are retained until the Savings Account is maintained	Partner Bank	All information collected by DM	Required for the creation of Savings Account

	<p>j. Full name as on Your PAN Card</p> <p>k. Image of PAN card</p> <p>l. Self-photograph</p> <p>m. Employment status</p> <p>n. Occupation</p> <p>o. Employment Type / Status</p> <p>p. Income</p> <p>q. Photograph as contained in Your</p> <p>r. Aadhar card</p> <p>The following particulars relating to Your nominee for the Savings Account opened by You <i>vide</i> the Platform:</p> <p>a. Full name</p> <p>b. Relationship to You</p> <p>c. Date of Birth</p> <p>d. Email address</p> <p>e. Address</p> <p>f. City</p> <p>g. State</p> <p>h. Pin Code</p> <p>i. Guardian</p>	Partner Bank.	<p>with the Partner Bank through the Platform.</p> <p>Further, basic details (which may include person identifiable sensitive information) of the Users are retained for a further period of two (2) years post deletion of the Savings Account as per internal policy of DM.</p> <p>Aadhar and PAN shall be deleted immediately upon successful KYC verification of the User/ sharing the same with Partner Bank, whichever is later.</p>	Falcon	Few information mentioned in column 2 including full name, photo and Aadhar card.	In case the Savings Account is created in partnership with Shivalik, information/ documents of the User are transmitted to the Partner Bank through Falcon.
Prepaid Instrume	<p>a. Full name</p> <p>b. Mobile number</p> <p>c. Father's name</p> <p>d. Mother's name</p>	This is required for facilitating	In the event the User avails an PPI in	<b>Entity</b>	<b>Type of informati on/ data</b>	<b>Purpose</b>

nt ("PPI")	<ul style="list-style-type: none"> <li>e. Date of Birth</li> <li>f. Email address</li> <li>g. Gender</li> <li>h. Permanent and Communication address</li> <li>i. Marital status</li> <li>j. Employment status</li> <li>k. Occupation</li> <li>l. Employment Type / Status</li> <li>m. Income</li> <li>n. Aadhar Card</li> </ul>	issuance of PPI card.	<p>conjunction with the Savings Account, retention of Data shall be as per the Savings Account policy as mentioned above.</p> <p>In the event the Users avail the PPI as a standalone, the collected information shall be stored until the User holds the PPI. Pursuant to the deactivation of the PPI,</p>	Fino	All information collected by Dvara Money.	For the issuance of PPI.
---------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------	-------------------------------------------	--------------------------

			<p>DM shall retain basic information of the User for a period of two (2) years, post Service availment as per DM internal policy.</p> <p>It is pertinent to note that Aadhar shall be deleted immediately upon sharing the same with Fino.</p>	M2P	All information collected by Dvara Money.	For facilitating the issuance of PPI.
ITR Services	<ul style="list-style-type: none"> <li>a. Name</li> <li>b. Contact number</li> <li>c. City</li> <li>d. State</li> <li>e. Company details</li> <li>f. Pan number</li> <li>g. Pan photocopy</li> <li>h. Bank details- A/C number and IFSC code</li> <li>i. Communication Address</li> <li>j. IT login password</li> </ul>	This is required for the filing of ITR returns of the User.	<p>Shall be retained until ITR Service is provided to the User (which shall include each consequent ITR Service being availed).</p> <p>Further, basic details of the User (which may</p>	N.A.		

	k. Form 16 for salaried Users		include person identifiable sensitive information) shall be retained for a further period of two (2) years, post Service availment as per the internal policy of DM.			
Gold	This shall be an add-on service offered to the User upon availment of Savings Account. Hence, the existing information with DM (as mentioned in Savings Account above) shall be used for the same.	This is required for the facilitation of digital gold accumulation in partnership with a Digital Gold Partner.	Information used for facilitation of digital gold shall be retained until the User maintains the Savings Account or maintains digital gold balance, or as per statutory requirements whichever is later.	<b>Entity</b>	<b>Type of information/ data</b>	<b>Purpose</b>
				Dvara SmartGold	Full name as per Pan Card, Contact Number and reference ID.	For facilitating the User to accumulate digital gold through Dvara SmartGold
Insurance	a. Name b. Address c. Aadhar Number d. Communication Address e. Email f. Name g. Date of birth h. Gender i. Language	This is required for the facilitation of Insurance from the Insurance Partner.	Shall be retained until the User holds the insurance of the Insurance Partner or as per statutory / audit	All information/ documents are shared with Magma for the facilitation of insurance to the User.		

	j. Mobile Number k. Nominee Name l. Nominee DOB m. Nominee Relation n. PAN number		requirements.	
--	-----------------------------------------------------------------------------------------------	--	---------------	--

It is clarified that other than the Facilitators mentioned in the above table, few information/ data of the User shall be shared/ accessed by other Facilitators as well for the provision of/ facilitation of Services to the Users.

b. In addition to the above, the User acknowledges that the below data/ information shall be captured and stored by Dvara Money or permissions (as mentioned below) shall be sought upon access/ usage of Platform in availing the Services:

<b>Activity/Purpose</b>	<b>Type of Data provided by You</b>		<b>Additional Details</b>	<b>Retention Period</b>
Data/Information	The following details in relation to Your device shall be collected at the time of Your use and Access of the Platform and/or Services: <ul style="list-style-type: none"> <li>a. IP address</li> <li>b. Mobile name and model</li> <li>c. Android version</li> <li>d. Android id</li> <li>e. Manufacturer</li> <li>f. Location</li> </ul>		Automatic collection of data upon Your access/use of the Platform.	Shall be retained until the Services are availed through the Platform.
Permissions	Camera	To take picture of documents, proof and KYC documents		
	File Storage	To upload picture of documents, proof and KYC documents from User's phone		
	Location Permission	To display nearby Spark Dost centre in the Platform		



c. Notwithstanding anything contained in the DM T&C herein, DM Privacy Policy and Consent Form, Dvara Money shall retain such information/ data of the User for such period mandated to be retained under the applicable laws.

d. It is pertinent to note that few of the above information are personally identifiable and can be 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**"). However, these 'Sensitive Personal Data' are not stored by Dvara Money (except PAN for the provision of ITR Services) and are shared with the Service Partners including RBI regulated Partner Bank's for the creation of Savings Account and/ or provision of other Services.

3. Users agree, accept and consent that the information provided by the User willingly for the creation of their Spark Account and/ or avancement of Services is complete, true, accurate and up-to-date.

4. If Users provide any information that is untrue, inaccurate, not current or incomplete or deliberately wrong and or misleading, or Dvara Money has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete or deliberately wrong and/ or misleading, Dvara Money reserves the right at its sole discretion to the following:

- a. Suspend or terminate the respective User's Spark Account;
- b. Refuse any and all current or future use of the Platform (or any portion thereof);
- c. Terminate the provision and/ or facilitation of Services.

5. Further, the User acknowledges that Dvara Money shall in no event be responsible for the provision of untrue, inaccurate, not current or incomplete or deliberately wrong and or misleading information by the User for any of the Services being availed by the User, either directly through Dvara Money and or indirectly in the event of any losses/ damages to Dvara Money, Partner Bank and/ or the Facilitators or any other third-party service provider engaged by Dvara Money, arising out of provision of such information, action/ omission by the User, Dvara Money shall have the right to undertake any/ all of the below actions:

- a. Suspend or terminate the respective User's Spark Account and or other associated or relevant account, refuse any and all current or future use of the Platform (or any portion thereof), at any time and/ or terminate the provision and/ or facilitation of Services;
- b. Invoke clause 16: Indemnity and seek compensation from the User;
- c. Avail/ invoke any other right/ remedy available under Applicable Laws.

6. ***KYC or Know Your Customer Verification:***

As part of Dvara Money's commitment to security, fraud prevention, and regulatory compliance, Platform may require Users to undergo a Know Your Customer (KYC) verification process on a case-to-case basis, as maybe required. By availing the Services, Users agree to provide accurate and up-to-date information for the purpose of identity verification which may include but is not limited to all the information stated in Clause 2 above. This process may involve submitting personal identification documents, proof of address, and other relevant information. You acknowledge that the Platform directly or through the Facilitators and/ or Service Partner's platform or other third-party service providers, which may include third party verification service providers and the like, who reserves the right to request and collect such information and documentation as deemed necessary to complete the KYC verification process. By accepting to the DM T&C herein, DM Privacy Policy and Consent Form, You accept, acknowledge and provide consent towards the use of your data and or information

submitted for the purpose of verification and/ or for the purpose of providing/ facilitating Services to You.

7. User has the right(s) not to provide any information on the Platform and the platform of the Facilitators and Service Partners (to the extent applicable). However, Dvara Money will be able to provide/ facilitate the User Services only when he/she discloses certain information including the ‘Sensitive Personal Information’, as requested in the process. If the User intends to avail the Services, it is solely at his/ her own volition, risk and shall be post reading, confirming and in conjunction with the DM T&C herein, DM Privacy Policy and Consent Form, any other policies as provided on the Platform which shall include the terms and conditions, other policies and/ or guidelines as provided for in the platform of the Service Partners and the Facilitators.
8. In any event, upon your request via the Platform, Dvara Money has a legal obligation and shall provide every registered User of the Platform with a readable copy of the information that Dvara Money keeps about the User i.e., the Limited Information. As an added security measure and in compliance with regulatory requirements, Dvara Money may require additional proof of identity prior to such disclosure.
9. **Withdrawal of consent and Deletion Request:**
  - a. If the User wants to withdraw the consent given earlier for use, storage and sharing of the Limited Information (provided for all Services except PPI) and desires for the same to be deleted, the User shall send in request by clicking on the ‘delete my data’ option available in the ‘account details’ section of the Platform and feed in the OTP generated to his/ her In case of Limited Information pertaining to PPI, You have to place a request for deletion with the Spark Dost agent (“**Deletion Request**”). Upon 30 (thirty) days from the Deletion Request, Dvara Money shall delete the Limited Information pertaining to the User. Provided however, if required by regulatory, legal, audit and or statutory requirements, We will have the right to keep a copy of your data/information provided by You for such statutory, legal, audit and or regulatory purposes, as the case may so require.
  - b. In the event of such a Deletion Request, Dvara Money shall have the option to not provide the Services and/ or temporarily suspend its Services provided/ facilitated to You, at any given point in time.
  - c. For the avoidance of doubt, it is clarified that in case of withdrawal of consent and Deletion Request with respect to the data/ information collected for Services facilitated by Dvara Money, such withdrawal and Deletion Request shall not have an automatic effect of withdrawal/ deletion of data/ information stored at the Facilitators and Service Partner’s end. In connection with this, the User will have to take the steps mentioned in such Facilitators and Service Partner’s terms and conditions.
10. All payments required to be made for the purpose of availing any of the Services should be through legitimate source and should be in compliance with the policies and guidelines laid down by relevant authorities and Dvara Money will not be made liable for any each which case of dispute and or non-conformity with such claim or otherwise.

#### 11. **Risk Factors**

- i. The Platform, 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 Platform 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, non-infringement, sequence, quality, performance, merchantability, fitness for any particular purpose or completeness.
- ii. Specifically, Dvara Money disclaims any and all “warranties or guarantees” including, but not limited to:

- a. Any warranties concerning the availability, accuracy, usefulness, or correctness, currency or completeness of information, products or services;
- b. 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 DM T&C.
- c. Dvara Money uses third party products/links which have not necessarily been screened or reviewed by Dvara Money and shall not be liable or responsible for any content or other information on the Platform or on websites/apps linked to or with Dvara Money.
- d. Dvara Money does not, in any way, certify or warrant the performance, operation, content or availability of the Platform or such other websites/apps. Although Dvara Money adopts security measures, which it considers appropriate for the Platform, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access of the User's data including the User ID or password or unauthorized transactions conducted by using the Platform.

ii. Dvara Money shall not be responsible or liable if any unauthorized person hacks into or gains access to the Spark Account or the Platform. This disclaimer of liability applies as well 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, tortious behavior, 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 Dvara Money's knowledge. Dvara Money 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 Platform. Dvara Money shall not be responsible for any unauthorized interception of e-mail to or from User or Dvara Money to the maximum extent possible, the disclaimers, limitations on liability and indemnities available to Dvara Money under these DM T&C shall mutates mutandis extend and be available also to the Service Partners, Facilitators, 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 Platform (or any part thereof). However, this clause shall not protect the aforesaid persons or extend their obligations and liability to Dvara Money or Dvara Money's claims against them.

12. Dvara Money is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Platform and is the copyright owner or licensee of the content and/or information on the Platform including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Platform. All rights on the Platform are reserved and User may not download and/or save a copy of the Platform 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 written permission of Dvara Money (except as otherwise provided on the Platform or in the DM T&C herein 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 Money or its partners. However, the User may take screen shots of the information on the Platform for his/her personal use or records only. The Platform is for the User's personal use only. If the User makes other use of the Platform, 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 Money does 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 Platform.

### 13. *Obligations of User*

- a. User shall not at any point in time host, display, upload, modify, publish, transmit, update or share any information on the Platform, 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, pedophilic, libelous, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner or is in any manner whatsoever poses harm of any form to 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 resources. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offense or prevents investigation of any offence or is insulting any other nation.
- b. 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 applicable laws and regulations, the DM T&C herein, DM Privacy Policy and Consent Form of the Platform, Dvara Money shall have the right to immediately terminate/block your access and usage of the Platform and Dvara Money 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 Money as under applicable laws.
- c. Further, the User acknowledges and agrees to not use or misuse any monies in connection with the Services, in a manner that is in contravention of any applicable laws including but not limited to any act or omission that, facilitate, contribute or amount to, terrorism funding, corruption, bribery, political activities, advocacy, activities affecting the public interest, harmony and or the principles of religious secularism, sovereign and integrity of India

#### 14. **Indemnity**

- i. User agrees and undertakes to defend, indemnify and hold harmless Dvara Money, which shall include to the extent required its parent and its subsidiaries, group/associate companies and its directors, officers, employees, affiliates 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 Platform and availing of Services or the placement or transmission of any message, information, software or other materials through the Platform by the User or users of your ID and password or related to any violation of the DM T&C herein by User or users of your ID and password, and any claims dispute or differences between User and Dvara Money.
- ii. In no event shall Dvara Money be liable to Users or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with their use of or access to the Platform or Services on the Platform.
- iii. User's indemnification obligation under this DM T&C shall survive the termination of their Spark Account or use of the Platform or Services.
- iv. In no event shall Dvara Money or its employees' aggregate liability, arising from or related to the Services or the use of the Platform, exceed INR 1000 (Rupees One Thousand Only) for any and all causes of actions or aggregate cause of actions brought by Users or by any individual / group or body corporate on behalf of Users.

#### 15. **Terms and Conditions of the Service Partners and Facilitators:**

- i. It is once again clarified that in order to avail Services from/ through Dvara Money, the User will have to create a Spark Account.
- ii. For the purpose of creation of a Spark Account, certain information of the User (including Sensitive Personal Information) has to be provided to the Services Partners, details of whom shall be made known to the User via the Platform.
- iii. In this background, in addition to DM T&C herein, DM Privacy Policy and Consent Form, if the User wishes to avail of the Services including the Partner Bank (terms and conditions of which is provided to the User as part of the onboarding process) and allied Services, the User is required to confirm and acknowledge having read and understood the terms and conditions displayed on the website of the Service Partners and that of the Facilitators. The User shall be solely responsible for regularly reviewing these terms and conditions and that of the Service Partners and Facilitators (as maybe applicable), including any incidental amendments thereto as may be posted on the website. For ease of reference the URL of the terms and conditions of the Service Partner and Facilitators are as below:

S.No.	Service Partners and Facilitators	URL
1.	Shivalik Small Finance Bank Limited	<a href="https://shivalikbank.com/regulatory-section/terms-and-conditions/digital-saving-accounts">https://shivalikbank.com/regulatory-section/terms-and-conditions/digital-saving-accounts</a>
2.	Jana Small Finance Bank Limited	<a href="https://www.janabank.com/terms-conditions//">https://www.janabank.com/terms-conditions//</a>
3.	Dvara SmartGold Private Limited	<a href="https://www.dvarasmartgold.com/wp-content/uploads/2022/05/TermsCondition.pdf">https://www.dvarasmartgold.com/wp-content/uploads/2022/05/TermsCondition.pdf</a>
4.	Magma HDI General Insurance Company Limited	<a href="https://www.magmahdi.com/terms-and-conditions">https://www.magmahdi.com/terms-and-conditions</a>
5.	Decentro Tech Private Limited (“Decentro”)	<a href="https://decentro.tech/terms">https://decentro.tech/terms</a>
6.	M2P Solutions Private Limited (“M2P”)	<a href="https://m2pfintech.com/">https://m2pfintech.com/</a>
7.	Digiotech Solutions Private Limited	<a href="https://www.digio.in/#/terms-of-service">https://www.digio.in/#/terms-of-service</a>
8.	Baldor Technologies Private Limited	<a href="https://www.idfy.com/terms-of-use/">https://www.idfy.com/terms-of-use/</a>
9.	India Innovation Incorporation Private Limited	<a href="https://www.falconfs.com/">https://www.falconfs.com/</a>
10.	Walkover Web Solutions Private Limited (msg91.com)	<a href="https://msg91.com/terms-of-use">https://msg91.com/terms-of-use</a>
11.	Amazon Web Services (“AWS”)	<a href="https://aws.amazon.com/service-terms/">https://aws.amazon.com/service-terms/</a>
12.	GupShup Technology India Pvt Ltd (“GupShup”)	<a href="https://www.gupshup.io/terms-and-conditions">https://www.gupshup.io/terms-and-conditions</a>
13.	Azure Cloud Services	<a href="https://azure.microsoft.com/en-in/support/legal/">https://azure.microsoft.com/en-in/support/legal/</a>

14.	Exotel Techcom Private Limited (“Exotel”)	<a href="https://exotel.com/terms-of-service/">https://exotel.com/terms-of-service/</a>
15.	Retool Inc	<a href="https://docs.retool.com/legal">https://docs.retool.com/legal</a>
16.	Google/Firebase	<a href="https://policies.google.com/terms?hl=en-IN&amp;fg=1">https://policies.google.com/terms?hl=en-IN&amp;fg=1</a>

For the avoidance of doubt, it is clarified that in case of any contradiction between the DM T&C herein, DM Privacy Policy and Consent Form with the terms and conditions of the Service Partner(s) the terms and conditions of the Service Partner(s) shall prevail.

#### **16. Termination and/ or Suspension**

- i. User acknowledges and agrees that Dvara Money may, without notice, suspend or terminate User’s account or deny access to all or any part of the Platform without prior notice if the User is found to be in contravention to any or all of the following:
  - a. User engages in any conduct or activities that Dvara Money, in its sole discretion, believes to violate any of the DM T&C herein, DM Privacy Policy and the Consent Form. (and/or)
  - b. If the User, violates any of the rights of Dvara Money in full or in part, or is otherwise determined at Dvara Money’s sole discretion to be inappropriate for continued access, (and/or)
  - c. if Dvara Money learns of User’s death, bankruptcy or lack of legal capacity or of any other circumstances which may impact the User’s creditworthiness (which shall be determined at the sole discretion of Dvara Money) (and/or)
  - d. for any other reason which Dvara Money thinks fit and proper.
- ii. User acknowledges and agrees that Dvara Money may in its sole discretion, deny User access through Dvara Money to any materials stored on the internet, or to access third party services, merchandise or information on the internet through the Platform, and Dvara Money 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.
- iii. Dvara Money may also suspend / freeze User’s account on directions received from regulatory or government bodies & authorities.

#### **17. Disclosure Policy**

In the following instances, Dvara Money shall have the right to disclose User’s information including ‘Sensitive Personal Information’:

- i. With third parties to the extent required in relation to the Services being availed and or being used including but not limited to the Service Partner.
- ii. As 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.

#### **18. Promotions**

User hereby authorizes Dvara Money and its representatives and 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.

#### **19. Notices**

Dvara Money may give notice to the User by e-mail, letter, telephone or any other means of communication as Dvara Money may deem fit to the address and or contact information last given by the User. Notices under the DM T&C herein may be given to Dvara Money by User in writing to the Grievance Redressal Officer. In addition, Dvara Money 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).

## **20. *Governing Law***

The DM T&C herein shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, forums and or to applicable authorities at Chennai, unless otherwise decided by Dvara Money in its sole discretion.

## **21. *Arbitration***

If any dispute arises between the User and Dvara Money, in connection with the validity, interpretation, implementation or alleged material breach of the DM T&C herein, the Parties shall endeavour to settle such dispute amicably. Upon failure to settle such disputes within 15 (fifteen) days, either Party shall be entitled to refer the dispute to arbitration proceedings. The arbitration shall be conducted by a sole arbitrator appointed by Dvara Money. 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. All Arbitration proceedings shall be bound to conclude by the Parties within a period of 30 (thirty) days from its commencement, unless otherwise mutually extended by the Parties in writing. The cost for arbitration shall be borne by the Parties equally.

## **22. *No Waiver***

The failure or delay of Dvara Money to exercise or enforce any right or provision of the DM T&C shall not constitute a waiver of such right or provision. No waiver on the part of Dvara Money shall be valid unless it is in writing signed by or on behalf of Dvara Money by an authorized representative. A waiver of any right or provision by Dvara Money on a particular occasion shall not prevent Dvara Money from enforcing such right or provision on a subsequent occasion.

## **23. *Severability***

If, for any reason, a court of competent jurisdiction finds any provision of the DM T&C herein, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the DM T&C herein shall continue in full force and effect.

## **24. *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 in related to access or use of the Platform or the DM T&C herein must be filed by the User within ninety (90) days after such claim or cause of action arose failing which it shall be forever barred.

## **25. *Force Majeure***

Dvara Money 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, pandemic, epidemic.

## **26. Monitoring**

Dvara Money has no obligation to monitor the functioning of the Platform. However, User acknowledges and agrees that Dvara Money has the right to monitor the functioning of the Platform 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 Platform properly or to protect itself or its service providers, alliance partners, visitors, other users. Dvara Money will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. Dvara Money reserves the right to refuse to post or to remove any information or materials provided by the User, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the DM T&C herein.

## **27. No Agency**

The DM T&C herein and Users use of or access to the Platform are not intended to create an agency, partnership, joint-venture or employer-employee relationship between the User and Dvara Money at any point in time, except where otherwise specifically agreed or appointed.

## **28. Miscellaneous**

- i. The clause headings in the DM T&C herein 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.
- ii. Dvara Money may sub-contract or employ agents to carry out any functions or services relating to the Platform or any of its obligations under the DM T&C herein.
- iii. 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 for all equipment necessary to make such connection to the World Wide Web, including a computer and modem.
- iv. The content presented at the Website may vary depending upon your browser limitations.

## **29. Grievance Redressal**

In the event of any complaints, misuse or concerns with regards to content and or comment or breach of these terms, you may reach out to Dvara Money's representative below at any time between 10.00 am and 6.00 pm Monday to Friday except public holidays.

### **i. Grievance Redressal Officer**

Users are requested to address all their grievances at the first instance to the Grievance Redressal Officer. The contact details of the Grievance Redressal Officer are as provided below:

Name: Chandan A

Address: 10th Floor-Phase, IIT-Madras Research Park Kanagam Village, Taramani, Chennai 600113

Contact number: 080 370 77275

Email ID: [spark.care@dvara.com](mailto:spark.care@dvara.com)

### **ii. Nodal Officer**

If the User does not receive a response from the Grievance Redressal Officer within 15 days of making a representation, or if the User is not satisfied with the response received from the Grievance Redressal Officer, the User may reach the Nodal Officer on the toll-free number below anytime between 10:00am and 6:00 pm on weekdays except public holidays or write to the Nodal Officer at the e-mail address below.

The contact details of our Nodal Officer are provided below:



Name: Sachin Immanuel

Address: 10th Floor-Phase, IIT-Madras Research Park Kanagam Village, Taramani, Chennai 600113

Contact number: 080 470 91556

Email ID: [dm.backendops@dvara.com](mailto:dm.backendops@dvara.com)

30. Dvara Money reserves the right to modify these DM T&C herein and DM Privacy Policy, including any timelines prescribed, at any time without any prior intimation and it is the User's responsibility to always review the DM T&C, and all other allied DM Privacy Policy, Consent Form and the terms and conditions of any of its Service Partners, Facilitators, any other third-party engaged by Dvara Money for the provision/ facilitation of the Services, as the case may so require, prior to carrying out any transactions through the Platform. The revised, modified or amended DM T&C will be posted on the Platform and, by accessing and continuing to use the Platform after such revision, modification or amendment is posted, the User is deemed to have consented and accepted to such revised version of the DM T&C.