

TERMS AND CONDITIONS

These are the terms and conditions of Dvara Money Private Limited pursuant to the applicable laws and the rules, amendments and guidelines made thereunder.

Dvara Money Private Limited (hereinafter referred to as “**DM**”) 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.

DM has partnered with Efund Technical Services Private Limited (“**Efundzz**”) to identify individuals who are desirous of availing credit from the Lender Partner(s) (*as defined hereinbelow*). In pursuance of this arrangement, DM shall be facilitating the collection of Potential Borrower’s (*as defined hereinbelow*) Data via this Form which shall amount to expression of Interest (*as defined hereinbelow*) by the Potential Borrower.

DM requests the Potential Borrower to read the contents of this terms and conditions (“**DM T&C**”) carefully before expressing Interest via the Form for availing Credit Facility (*as defined hereinbelow*). The Potential Borrower agrees to be bound by DM T&C, Privacy Policy (“**DM Privacy Policy**”), Consent Form (*as defined herein below*) and any amendment to any such documents thereof. This shall be construed as a legally binding contract with and between the Potential Borrower and DM. If the same is not acceptable to the Potential Borrower, DM requests the Potential Borrower to refrain from providing Interest.

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 Potential Borrower’s acceptance to DM T&C and provision of Interest.

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 the consent provided by You for the collective use, access to, transmission of, storage of and for other allied purpose as maybe required of the Data provided by the Potential Borrower to DM for the purpose of expressing Interest to avail the Credit Facility.
- b. “**Credit Facility**” shall mean extension of credit by the Lender Partner in its sole discretion.
- c. “**DM Privacy Policy**” shall mean the privacy policy made available to the Potential Borrower at the time of expression of Interest.
- d. “**Form**” shall mean a form which shall be accessible via a link provided by DM for the expression of Interest.
- e. “**Interest**” shall mean the Potential Borrower’s expression of desire to avail Credit Facility from the Lender Partner via the Form.
- f. “**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.
- g. “**Lender Partner**” shall mean the lender partners of Efundzz who shall extend Credit Facility to eligible Potential Borrower.
- h. “**Limited Data**” shall mean such information stored at DM’s end for the facilitation/ provision of Services to the Potential Borrowers.
- i. “**Potential Borrower**” shall mean such individuals who are desirous of availing Credit Facility from the Lender Partner and have shared expressed Interest via the Link.

2. A Potential Borrower desirous of availing Credit Facility shall express his/ her Interest via the Form. Upon receipt of the same, DM shall share the data and documents (“Data”) of the Potential Borrower received via the Form (details of which are as below) with Efundzz for onward sharing with the Lender Partner(s). In connection with this, You agree to provide the access, consent for sharing, transmission and/ or storage of Potential Borrower Data (as mentioned below) with DM, Efundzz and/ or the Lender Partner(s). Potential Borrower further agrees that he/ she is providing specific consent by reading, understanding and accepting the DM T&C herein, DM Privacy Policy and Consent Form

Type of Data	Purpose for collection	Period of retention by DM	Onward sharing with Efundzz and/ or the Lender Partner(s)
a. Full name b. Mobile number c. Father’s name d. Mother’s name e. Date of Birth f. Email address. g. Gender h. Permanent and Communication address i. Marital status j. Full name as per PAN Card k. Image of PAN card l. Self-photograph m. Employment status n. Occupation o. Employment Type / Status p. Income proof q. Bank Statement r. Aadhar card	Data is collected for expressing the Potential Borrower’s Interest in availing Credit Facility from the Lender Partner.	Limited Data: All basic data except Aadhar and PAN are retained until the earlier of (i) closure of Spark Account, (ii) fulfilment of other Services offered/ facilitated by Dvara Money or (iii) until the Credit Facility availed from the Lender Partner is fully repaid. Capitalised terms mentioned above and which are not defined herein shall have the meaning ascribed to it in: https://dvaramoney.com/wp-content/uploads/2024/02/DM-TC-Updated-V03.9-24-02-2024.pdf	Collected Data shall be shared with Efundzz who shall in turn share it with the Lender Partner.

3. In addition to the above, the Potential Borrower acknowledges that the below permissions shall be sought upon access of the Form:

Activity/Purpose	Type of permission and reason	
Permissions	Camera	To take picture of documents, proof and KYC documents
	File Storage	To upload picture of documents, proof and KYC documents from Potential Borrower's phone
	Location Permission	To identify the demographic location of the Potential Borrower

4. Potential Borrowers agree, accept and consent that the Data provided by the Potential Borrower willingly via the Form for expression of Interest are complete, true, accurate and up-to-date.
5. If Potential Borrowers provide any Data that is untrue, inaccurate, not current or incomplete or deliberately wrong and or misleading, or DM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete or deliberately wrong and/ or misleading, DM reserves the right at its sole discretion to the following:
 - a. Reject the Interest of the Potential Borrower;
 - b. Not forward the Data of the Potential Borrower with Efundzz;
 - c. Avail/ invoke any other right/ remedy available under Applicable Laws.
6. Further, the Potential Borrower acknowledges that DM shall in no event be responsible for the provision of untrue, inaccurate, not current or incomplete or deliberately wrong and or misleading Data by the Potential Borrower via the Form, and in the event of any losses/ damages to DM, Efundzz and/ or the Lender Partner(s), arising out of provision of such Data, action/ omission by the Potential Borrower, DM shall have the right to undertake any/ all of the actions mentioned above.
7. Potential Borrower has the right(s) not to provide any Data via the Form. However, the Potential Borrower shall be able to express his/ her Interest for the Credit Facility only if he/she discloses certain Data including certain sensitive personal information, as requested in the process. If the Potential Borrower intends to avail the Credit Facility, 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 which shall include the terms and conditions, other policies and/ or guidelines of Efundzz and the Lender Partner(s).

8. *Disclosure Policy*

In the following instances, DM shall have the right to disclose Potential Borrower's Data including sensitive personal information:

- a. With Efundzz for onward sharing to the Lender Partner(s);
- b. 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.

9. *Notices*

DM may give notice to the Potential Borrower by e-mail, letter, telephone or any other means of communication as DM may deem fit to the address and or contact information last given by the Potential Borrower. Notices under the DM T&C herein may be given to DM by Potential Borrower in writing to the Grievance Redressal Officer (*as defined hereinbelow*). In addition, DM may (but shall not be bound to) also publish notices of general nature, which are applicable to all Potential Borrowers in a newspaper circulating in India or on its website. Such notices will have the same effect as a notice served individually to each Potential Borrower.

10. *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 DM in its sole discretion.

11. *Arbitration*

If any dispute arises between the Potential Borrower and DM, 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 DM. 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.

12. No Waiver

The failure or delay of DM 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 DM shall be valid unless it is in writing signed by or on behalf of DM by an authorized representative. A waiver of any right or provision by DM on a particular occasion shall not prevent DM from enforcing such right or provision on a subsequent occasion.

13. 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.

14. 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 the DM T&C herein, DM Privacy Policy and/ or the Consent Form must be filed by the Potential Borrower within ninety (90) days after such claim or cause of action arose failing which it shall be forever barred.

15. Force Majeure

DM 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.

16. Grievance Redressal Mechanism

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 DM's representative below at any time between 10.00 am and 6.00 pm Monday to Friday except public holidays.

i. Grievance Redressal Officer

Potential Borrowers 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

ii. Nodal Officer

If the Potential Borrower does not receive a response from the Grievance Redressal Officer within 15 days of making a representation, or if the Potential Borrower is not satisfied with the response received from the Grievance Redressal Officer, the Potential Borrower 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

17. DM 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 Potential Borrower's responsibility to always review the DM T&C and DM Privacy Policy on the website of DM. The revised, modified or amended DM T&C and DM Privacy Policy will be posted on the website and, by continuing to express Interest and availing the Credit Facility, the Potential Borrower is deemed to have consented and accepted to such revised version of the DM T&C.

PRIVACY POLICY

This DM Privacy Policy is a part of the DM T&C applicable to the partnership with Efund Technical Services Private Limited (“Efundzz”). In pursuance of this arrangement, DM shall be facilitating the collection of Potential Borrower’s Data via this Form which shall amount to expression of Interest by the Potential Borrower.

All terms defined in the DM Privacy Policy shall have their meaning ascribed to it in the DM T&C. This DM Privacy Policy statement shall apply to all Potential Borrowers who accesses the Form and expresses his/ her Interest.

DM respects the privacy of the Potential Borrowers and is committed to protecting it in all respects. Any dispute with DM over privacy matters are subject to this DM Privacy Policy read in conjunction with the DM T&C and the Consent Form.

1. This Privacy Policy is published in compliance/reference 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 Potential Borrowers as collected by Dvara Money is:

- a. data supplied by Potential Borrowers and
 - b. data/ information automatically tracked while navigation and or access of the Form (Information).
2. A Potential Borrower desirous of availing Credit Facility shall express his/ her Interest via the Form. Upon receipt of the same, DM shall share the Data of the Potential Borrower received via the Form (details of which are as below) with Efundzz for onward sharing with the Lender Partner(s). In connection with this, You agree to provide the access, consent for sharing, transmission and/ or storage of Potential Borrower Data (as mentioned below) with DM, Efundzz and/ or the Lender Partner(s). Potential Borrower further agrees that he/ she is providing specific consent by reading, understanding and accepting the DM T&C, DM Privacy Policy herein and Consent Form

Type of Data	Purpose for collection	Period of retention by DM	Onward sharing with Efundzz and/ or the Lender Partner(s)
a. Full name b. Mobile number c. Father’s name d. Mother’s name e. Date of Birth f. Email address. g. Gender h. Permanent and Communication address i. Marital status j. Full name as per PAN Card k. Image of PAN card l. Self-photograph	Data is collected for expressing the Potential Borrower’s Interest in availing Credit Facility from the Lender Partner.	Limited Data: All basic data except Aadhar and PAN are retained until the earlier of (i) closure of Spark Account, (ii) fulfilment of other Services offered/ facilitated by Dvara Money or (iii) until the Credit Facility availed from the Lender Partner is fully repaid. Capitalized terms mentioned above and which are not defined herein shall have the meaning ascribed to it in: https://dvaramoney.com/wp-content/uploads/2024/02/DM-	Collected Data shall be shared with Efundzz who shall in turn share it with the Lender Partner.

m. Employment status n. Occupation o. Employment Type / Status p. Income proof q. Bank Statement r. Aadhar card		TC-Updated-V03.9-24-02-2024.pdf	
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3. In addition to the above, the Potential Borrower acknowledges that the below permissions shall be sought upon access of the Form:

Activity/Purpose	Type of Data provided by You	
Permissions	Camera	To take picture of documents, proof and KYC documents
	File Storage	To upload picture of documents, proof and KYC documents from Potential Borrower's phone
	Location Permission	To identify the demographic location of the Potential Borrower

4. Deletion Request:

- i. If You have availed no other Services from DM, then at any point of time, if You want to withdraw the consent given earlier for use, storage and sharing of the Limited Data and desires for the same to be deleted, You shall have the right to make the request via a call to the customer support number: 08037077275. (“Deletion Request”) Upon 30 (thirty) days from the Deletion Request, DM shall delete the Limited Data pertaining to You. Provided however, if required by regulatory, audit, legal and or statutory requirements, DM shall have the right to keep a copy of Your Data provided by You for such statutory, audit, legal and or regulatory purposes, as the case may so require.
- ii. For sake of clarity, raising of a Deletion Request shall have not have an automatic effect of requesting Efundzz and/ or the Lender Partner for deletion of the Data.
- iii. In event You raise a Deletion Request and subsequently, DM deletes Your Data upon exhaustion of the 30 (thirty) days’ timeline mentioned above, the Potential Borrower acknowledges that DM shall not be able to assist the Potential Borrower for any grievances related to Your Interest/ successful availment of Credit Facility (as the case may be).

5. DM takes utmost care of our Potential Borrower’s Personal Information and/or Sensitive Personal information, and DM shares Potential Borrower’s personal information its employees and personnel on strictly on a “need to know” basis.

6. DM may share the Limited Data to any third parties without obtaining the prior consent of the Potential Borrower 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. DM proposes to share such data within its group companies, auditors, consultants' officers and employees of such group companies for the purpose of processing the Limited Data on its behalf.
- iii. Dvara Money shall transfer Limited Data about the Potential Borrower in case DM is acquired by or merged with another company.

7. We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. ALL LIMITED DATA GATHERED VIA THE FORM IS SECURELY STORED WITHIN DM 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 ANY INFORMATION YOU INCLUDE IN A POSTING TO THE DISCUSSION AREAS IS AVAILABLE TO ANYONE WITH INTERNET ACCESS.

8. Grievance Redressal Mechanism

In the event of any complaints, abuse 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

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

Contact number: 080 370 77275

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ii. Nodal Officer

If the Potential Borrower does not receive a response from the Grievance Redressal Officer within 15 days of making a representation, or if the Potential Borrower is not satisfied with the response received from the Grievance Redressal Officer, the Potential Borrower 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

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