

Terms & Conditions of Use

These terms and conditions (“**Terms of Use**”) are applicable to the access and/or use of the ‘Dvara SmartGold’ mobile application, and/or any other mobile or web-based software applications/programs, website(s) owned and operated by Dvara SmartGold (collectively, the “**Platform**”) whether through any website(s)/applications operated by Distributors or otherwise, through which a Customer accesses any services provided by Dvara SmartGold Pvt. Ltd, a company incorporated under the Companies Act 2013, having its registered office at 10th Floor, Phase I, IIT Madras Research Park, Kanagam Village, Taramani, Chennai 600 113 (together with its successors and assigns, “**Dvara SmartGold**”).

The Platform, and all intellectual property rights pertaining thereto is owned by Dvara SmartGold. The objective of the Platform is to facilitate buying, safe keeping/vaulting and delivery/fulfilment of Bullion and Products (defined below) and providing related services thereto that may be offered by Dvara SmartGold to Customers on or through the Platform.

Dvara SmartGold does not guarantee any returns on any transactions consummated vis-à-vis the Platform, to any person, either directly or indirectly. Dvara SmartGold may from time to time publish research and opinions on the Platform. Any such research and opinions shared by Dvara SmartGold on the Platform is for general information only and may not be relied on by a Customer when making purchase or other decisions consummated on the Platform. The Customer shall be solely responsible for undertaking appropriate and effective due diligence and related analysis before undertaking any transactions pursuant to these Terms of Use. Dvara SmartGold, its officers, directors, employees, agents and affiliates will have no liability whatsoever to a Customer for purchases or other decisions made by a Customer using the Platform.

If a Customer accesses the Platform through a Distributor, the Customer shall be required to also comply with any terms of use that may be separately prescribed by the Distributor. Such terms of use prescribed by the Distributor shall be separate and distinct from these Terms of Use and any questions or clarifications regarding terms and conditions prescribed by a Distributor shall be addressed to and resolved directly with the said Distributor and Dvara SmartGold shall have no obligations or liability in this respect.

Definitions

In these Terms of Use, wherever the context so requires, capitalized words and phrases used have the meanings ascribed to them below:

“**Bullion**” means precious metals like Gold in the form of bars or ingots.

“**Business Day**” means a day which is not a public holiday or a holiday for Dvara SmartGold or Distributor and on which the banks in India are open for business and "end of a business day" shall mean the time signaling the close of banking hours in India on any given day.

“Customer” means an individual resident in India, who intends to avail Dvara SmartGold’s Services using the Platform and is registered as a ‘customer’ on the Platform.

“Customer Bank Account” means the Customer’s savings account maintained with a bank in India, details of which have been furnished by the Customer on the Platform.

“Customer Bullion Account” means the Customer’s bullion savings account opened and maintained with Dvara SmartGold in accordance with these Terms of Use.

“Customer Redeemable Product” means any of the following: (i) Bullion and coins; (ii) Gold products such as pendants, earrings or chains or bangles etc., to be chosen by the Customer from options made available by Dvara SmartGold; (iii) plain Gold, silver or studded jewellery chosen by the Customer directly from a designated partner jeweler of Dvara SmartGold.

“Distributor” means any Person, being a resident of India, who acts as an intermediary in connection with the provision of Services by Dvara SmartGold to Customers.

“Force Majeure Event” shall include, without limitation, epidemic, cyclone, earthquake, flood, fire, any act of God, war, riots, pandemic, civil unrest, strikes, lockouts, abnormal price volatility or disruption in the commodity (including Bullion) indices (whether in India or globally), requirement or order or notification or clarification or judgment etc., of any government or any authority or representative of any such government authority, computer hacking, computer crashes, virus attacks, breach of security and encryption, or any other similar events not within the control of Dvara SmartGold and which Dvara SmartGold is unable to overcome.

“Gold” means 22 karat gold bullion having fineness of 916. Each reference herein to ‘gram’ means fine gram.

“Person” means any natural person, limited or unlimited liability company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, registered union, registered association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under applicable law.

“Products” means the following: Gold purchased / held by the Customer(s) through Dvara SmartGold under any savings plans; other Bullion purchased by the Customer; holding Bullion/Customer Redeemable Products against which a Customer has availed of a loan and on which a lien is marked. Products may, from time to time, also include services such as providing pre-paid debit and credit cards and gift vouchers (against the balances lying in a Customer Bullion Account).

“Purchase Order” means an order placed by a Customer for the purchase of Bullion.

“Services” means any services offered by Dvara SmartGold in respect of the Products.

“Transaction” means every purchase or sale or redemption of Products or delivery of Customer Redeemable Products or transfers by a Customer in favour of another Customer, using the Platform.

“You” or **“Your/s”** as may be used in these Terms of Use, refers to a Customer.

I. Access to the Platform

a. Accessing, browsing or otherwise using the Platform by You indicates Your agreement to all the terms and conditions under these Terms of Use. You are advised to read these Terms of Use carefully before proceeding. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by all Dvara SmartGold’s policies, including but not limited to its privacy policy, as amended from time to time.

b. Dvara SmartGold reserves the right, at its sole discretion, to change, modify, add or remove these Terms of Use or any part thereof, at any time by updating the Platform and notifying the same to You. It is Your sole responsibility to review the updated Terms of Use based on update notifications received from Dvara SmartGold. Your continued use of the Platform or any Services following the notification of changes shall constitute your explicit acceptance of such revisions. As long as You comply with these Terms of Use, Dvara SmartGold grants You a personal, non-exclusive, non-transferable, limited license to use the Platform.

c. You may not use the Platform or avail of the Services using any part of the Platform if You do not accept or are unable to be bound by the Terms of Use. As a condition of Your access to and use of the Platform or the provision of any Services to You using the Platform, You agree that You will comply with all applicable laws and regulations when using the Platform. If Dvara SmartGold is of the opinion that the Platform is being used by You for any unlawful purpose, Dvara SmartGold shall have the right to take all action available to it, including black-listing or blocking You from using its Services on its Platform or blocking Your access to the Services through other means and intimating the relevant authorities of such unlawful activities.

d. Use of the Platform and/or the Services is available only to Persons who can enter into legally binding contracts under the Indian Contract Act, 1872 and to Persons resident in India. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents and persons of unsound mind are not eligible to use the Platform or the Services. Any Person under 18 years of age is not eligible to directly register on the Platform and shall not transact on or use the Platform in relation to or for any Services. Legal Guardians of Persons below 18 years of age may however register on, transact and use the Platform on behalf of their wards. In respect of such accounts, the following shall apply: (i) The Parent/Legal Guardian hereby undertakes that the use of the Platform and/or our services shall at all times be for the benefit of the minor and Dvara SmartGold shall honour any transactions / instructions on the assumption that the same are being carried out / provided by the Parent/Legal Guardian for the benefit of the minor without independent verification thereof; (ii) the Parent/Legal Guardian shall indemnify Dvara

SmartGold against any and all claims/losses arising on account of use of the Platform and/or Services for and on behalf of the minor

e. Dvara SmartGold reserves the right to terminate any Person's membership and/or refuse to provide such Person with access to the Platform and/or any Services if it is brought to Dvara SmartGold's notice or if it is discovered that such Person is not eligible to use the Platform and/or any Service.

II. Registration and Customer Bullion Account

a. You shall have the option to either avail Services directly on the Platform or specifically authorize a Distributor do so on Your behalf.

b. Prior to availing any Services, You are required to open a Customer Bullion Account. Opening a Customer Bullion Account is subject to, (i) Customer authentication as may be required by Dvara SmartGold and/or the Distributor, and (ii) compliance with the registration process and 'know your customer' or 'KYC' requirements stipulated by Dvara SmartGold from time to time. As part of the registration process, You will be required to input certain details, including Your mobile phone number, an e-mail address, postal address, Customer Bank Account and/or UPI details and any other information as prescribed by Dvara SmartGold on the account opening form required to be filled out and submitted by You.

c. You shall: (i) register and set up a Customer Bullion Account for Your own use only. Should You wish to establish and operate a Customer Bullion Account on behalf of a Person other than Yourself, you shall do so only with prior authorisation from such Person on whose behalf You propose to set up an account; (ii) should You have the option to use a distinctive name for Your Customer Bullion Account, You shall not opt for a name that is or could in any manner be deemed as offensive or vulgar or unlawful in any way; (iii) ensure that all information furnished by You to Dvara SmartGold and/or a Distributor is true, accurate and complete at all times. You will update the Dvara SmartGold and the Distributor in the event there is any change in the details furnished by You.

d. You may also authorise a Distributor to register a Customer Bullion Account for You and transact on Your behalf on the Platform. In such case You may be required to provide Your KYC details to the Distributor. You authorise the Distributor to share all of Your information with Dvara SmartGold as and when requested by Dvara SmartGold without requiring any further authorisation from You.

e. The Distributors shall be authorized for a limited purpose of representing You and acting on Your behalf to take orders for purchase/sale of Bullion/Customer Redeemable Products or delivery/fulfilment thereof in accordance with these Terms of Use.

f. You hereby agree and understand that these Terms of Use shall be applicable to You even if Your Customer Bullion Account is established and operated by the Distributor for and on Your behalf.

g. Your continued use of the Platform, consequent upon the creation of the Customer Bullion Account, is subject to verification by Dvara SmartGold and/or the Distributors (as the case may be), of the information and documentation provided by You. You hereby grant Dvara SmartGold and/or the Distributors (as the case may be) permission to conduct such verification, in such form and manner as it may deem fit and at any time, from time to time.

h. If any modification / change is required in a Customer Bullion Account including but not limited to changes on account of merger of 2 (two) Customer Bullion Accounts, changes / discontinuation of an account, the same will be subject to prior notice to Dvara SmartGold on the Platform.

i. The ownership and title in respect of a Customer Bullion Account and the Bullion and Customer Redeemable Products lying to the credit of such Customer Bullion Account shall vest solely in the relevant Customer, subject however to any Customer Redeemable Products against which a Customer has availed of a loan and on which any liens are marked on/ attaching to the Customer Bullion Account and the contents lying therein or to the credit thereof, in favour of the Customer's lenders or by operation of law.

III. Transaction Process – Purchase of Bullion

a. You may purchase Bullion either directly on the Platform or through a Distributor, with your express authorization, using the Platform on Your behalf and as instructed by you.

b. Upon Your Customer Bullion Account being established and You having complied with the KYC requirements stipulated by Dvara SmartGold, You may place an order (or if the Distributor is acting on your behalf, authorize the Distributor to place an order) on the Platform ("**Purchase Order**"), for purchase of Bullion. Please note that the maximum Bullion that can be purchased in a 24 hour period is 20 (twenty) grams. Please note that a Purchase Order may be accepted by Dvara SmartGold at its sole discretion and will only be accepted if Dvara SmartGold is of the opinion that You are in full compliance with the KYC requirements. Further, if Dvara SmartGold finds that You are ineligible (in any manner) to purchase Bullion, Your Purchase Order will not be accepted.

c. Transactions in excess of INR 2,00,000 (Indian Rupees Two Hundred Thousand) (*or such limits as maybe modified from time to time in accordance with applicable laws*) will not be processed unless the Customer has provided its PAN (Permanent Account Number) or completed PAN Form 61, as applicable and will lead to a Tax deducted at Source as per IT rules.

d. You can purchase Bullion on any Business Day at the market-linked prices of the relevant Bullion shown on the Platform. Market-linked prices means that these quotes are linked to the prices of Bullion in the commercial Bullion market in India. Dvara SmartGold will first determine the Bullion purchase rate on a timely basis and shall notify this on the Platform from time to time during the course of a day.

e. The display of such market-linked prices of Bullion shall constitute offers and would be an invitation to purchase Bullion at the said displayed market prices to all Customers. Notwithstanding the foregoing, You understand that these prices may vary multiple times within a day, and accordingly Your payment obligations for any order placed on the Platform will depend on the market-linked prices then prevailing.

f. Simultaneous with the placing of the Purchase Order, You will be required to make payments, either by providing cash to the Distributor or through a payment gateway (or in such other manner as may be prescribed by Dvara SmartGold or the Distributor in this regard). The rates provided at a given time shall apply to Transactions effected at that time, provided funds are received by Dvara SmartGold within the prescribed cut-off times.

g. A Purchase Order once placed cannot be cancelled. However, the Purchase Order shall stand cancelled automatically if payment is not received by Dvara SmartGold for any reason whatsoever. In case of rejection of a Purchase Order, where payments have been received by Dvara SmartGold, such payments shall be refunded to Your Customer Bank Account or in such other manner (depending on how the payment was made by You).

h. Upon Your Purchase Order being accepted and receipt of payments, Dvara SmartGold shall provide a Transaction confirmation on the Platform. Once a Transaction confirmation is provided, a receipt will also be available for You to view and download as per Your requirements. The Bullion balance in your Customer Bullion Account shall be updated accordingly.

IV. Transaction Process- Redemption

a. You may choose to, (i) sell partially or fully Bullion for cash into your bank/UPI account, or (ii) redeem Bullion for any Customer Redeemable Products. You may also opt to transfer the Bullion balances in Your Customer Bullion Account to the Customer Bullion Account of another Customer. It is hereby clarified that Your purchase of the Customer Redeemable Products corresponding to a redemption request shall be deemed to be completed and title in relation thereto shall be deemed to have been passed to You, upon a final invoice being issued by Dvara SmartGold in accordance with these Terms, subject to applicable laws.

b. Redemption of Bullion for cash:

i. You can sell Bullion on any Business Day at the market-linked prices of the relevant Bullion shown on the Platform. Dvara SmartGold will first determine the Bullion sale rate on a timely basis and shall notify this on the Platform from time to time during the course of a day.

ii. You will be required to place a sale order on the Platform or instruct the Distributor to place a sale order on the Platform, as the case may be. At the time of placing a redemption request, You must confirm details of your Customer Bank Account.

iii. Upon Your sale order being placed, Dvara SmartGold shall process the sale of Bullion from the Bullion balance in Your Customer Bullion Account. Sale proceeds shall be either credited directly to Your Customer Bank Account or through the Distributor as per its policy, as the case may be, within the time period notified to You on the Platform.

c. Redemption of Bullion for coins or simple chains:

i. You may redeem Your Bullion balance by converting the Bullion into coins, pendants or simple chains. You will be required to place a redemption order on the Platform or instruct the Distributor to place a redemption order on the Platform, as the case may be.

ii. If you have opted to redeem the Bullion for a simple chain, You may choose the design from a catalogue of designs for Customer Redeemable Products, which will be provided to You and indicate the chosen design in Your redemption order.

iii. You will be required to pay making charges for the Customer Redeemable Product chosen by You. Applicable charges, delivery timelines and other such information will be available on the Platform.

iv. Charges may be adjusted from available Bullion balance in Your Customer Bullion Account or through additional payment by You if required.

v. Once Your chosen Customer Redeemable Product is ready, it may be delivered to You at Your confirmed shipping address or You may opt to collect the product from the Distributor. The delivery mode shall be indicated on the Platform and You will be able to track delivery of the product.

d. Redemption of Bullion for jewellery:

i. You may redeem Your Bullion balance by converting the Bullion into jewellery of Your choice from any jeweller approved by Dvara SmartGold and provided on its Platform. You will be required to place a redemption order on the Platform or instruct the Distributor to place a redemption order on the Platform, as the case may be.

ii. The Platform will have a list of approved BIS registered Hallmark jewellers located within a radius of 100 km (2-3 hours of travel) from Your location. You may choose from the list of jewellers provided.

iii. Once You have chosen a jeweller, Your choice will be posted on the Platform, against which You shall receive a one-time password or OTP on your registered mobile phone number. Please note that the OTP will have limited validity.

iv. You will then have to visit the jeweller of your choice, carrying with You the OTP reference number and Your identity proof (as registered with Dvara SmartGold) for verification purposes.

v. Once the jeweller has verified You as the bonafide Customer, the jeweller shall issue confirmation to Dvara SmartGold and accordingly Dvara SmartGold shall release Your chosen Bullion to the jeweller.

vi. You may choose your jewellery from designs available with the jeweller and You will be required to pay the applicable making charges and/or any balance gold or stone charges directly to the jeweller.

vii. You will receive a credit for the Bullion against your purchase with the jeweler.

viii. The jeweller will deliver the jewellery directly to You and will also provide you an invoice for the jewellery.

ix. You will be required to confirm receipt of the jewellery on the Platform or to the Distributor, as the case may be.

e. Each physical redemption by You, whether for cash or for Customer Redeemable Products or by transfer to the Customer Bullion Account of another Customer, shall automatically result in a corresponding physical reduction in total Bullion lying to the credit of Your Customer Bullion Account. The reduction shall also include Customer charges (including making charges for Customer Redeemable Products, unless such charges are paid separately by You). Once a redemption is made as per Your instructions, Your Customer Bullion Account will be updated accordingly for Bullion balance. In the event You have chosen to redeem Bullion for jewellery, fractional amounts for Bullion holdings of less than 1 (One) gram may be sold and cash in pursuance thereto will be remitted to Customer Bank Account. You may also choose to retain the fractional amounts of Bullion, as Bullion in the Customer Bullion Account and not redeem the same.

f. Each Customer Redeemable Product shall be packaged in an individually serial numbered package, Hallmarked by a lab licensed and monitored by Bureau of Indian Standards (BIS), Govt of India. All the required information and relevant documents will be provided with the Customer Redeemable Product to enable You to optimally use the said products.

g. You should carefully examine the package delivered and should not accept deliveries where the packaging has been tampered with. You should take a video recording at the time of opening the package. By sharing the delivery OTP received on Your registered mobile number, with the courier/delivery person You are confirming receipt of delivery of the package. Any claims of missing contents will only be accepted after You send a video recording of the opening of the parcel in front of the courier/delivery person, along with the ID of the courier/delivery person. If You do not accept delivery of a package, please inform Dvara SmartGold via the Platform. Please note that You are bound to accept delivery of the package if the package has not been tampered with. Further, it shall be Your responsibility to ensure that You are available to receive the Customer Redeemable Product package at the time of delivery. If You are not available at the time of delivery, the delivery agent may attempt delivery of the package once again before returning the same to Dvara SmartGold. You may make a request to Dvara SmartGold for re-delivery of the package and if possible the package will be delivered to You again provided that You shall have to bear applicable additional costs for re-delivery of the package.

h. Dvara SmartGold is not liable for packages and products that may be tampered with or have defects. Once a package is returned to Dvara SmartGold for whatever reason, You shall receive corresponding credit of Bullion grammage in Your Customer Bullion Account. However, in the event of frivolous and unjustified return of package by You, Dvara SmartGold reserves the right to take all action available to it, including black-listing or blocking You from using the Platform.

i. Dvara SmartGold shall not be liable to You for any product defects or refund/replacement of the products nor for any grammage credits to Your Customer Bullion Account (except at stated above).

j. You shall be solely responsible for ensuring that the correct address is furnished by You on the Platform for processing a redemption request. You shall not be entitled to change the shipping address after a redemption request is processed by Dvara SmartGold. Notwithstanding the foregoing, You shall have the option to change the shipping address, before the Customer Redeemable Product is actually shipped. In the event You wish to change the shipping address, You have to request such change through the Platform in a form and manner indicated by Dvara SmartGold and You will also have to provide supporting documentation/information for proof of the new address. The address change shall be updated once the address proof submitted by You is acceptable to Dvara SmartGold. Please note that if the courier charges for the changed address is higher than the amount already paid, then You shall pay the additional courier charges only after which the change of address for delivery will be confirmed.

k. In case of Dvara SmartGold's inability to make deliveries of a Customer Redeemable Product due to a Force Majeure Event, Dvara SmartGold shall intimate You and the Distributor (as applicable) of the same and may require that the deliveries be effectuated through specific alternate modes or suspended temporarily until it is reasonably possible to resume deliveries. In such a case, You hereby agree to bear any additional costs and fees necessary for the delivery to be completed. Kindly note that in case of inability to make deliveries in case of a Force Majeure Event, the grammage would be credited to Your Customer Bullion Account, whereas the delivery charges would have to be foregone.

l. Dvara SmartGold will not be able to deliver a fractional quantity of Bullion below such threshold as Dvara SmartGold shall notify for this purpose even if a redemption request is made for such fractional quantity ("**Threshold Quantity**"). You are advised to check the Platform periodically to determine the Threshold Quantity as the same may be revised from time to time. If any Bullion below the Threshold Quantity is to be delivered to You, then please note that such Bullion shall instead be sold by Dvara SmartGold based on the sale prices displayed on the Platform and You will instead receive the applicable sale proceeds in Your Customer Bank Account. If there is any error in the account number provided by You, Dvara SmartGold would not be held responsible for any failure by You to realise such proceeds.

m. Redemptions will at all times be subject to any liens on Your Customer Bullion Account.

V. Loan against Customer Bullion Account

- a. You may avail of a loan against Gold jewellery held by you.
- b. You may apply for a loan to a partner lender ("**Lender**") of Dvara SmartGold. In certain cases, the Distributor may also be the Lender. As a part of the loan approval process, the Lender may undertake due diligence and complete the Know Your Customer verification based on which an in-principle approval for the loan may be granted by the Lender.
- c. Once the Lender grants such approval, You may request for conversion of Bullion balance in Your Customer Bullion Account to Gold jewelry as per the process stated in Section IV above.
- d. The Customer shall provide unequivocal consent (i) for creation of lien on the Customer Bullion Account and any Customer Redeemable Products lying therein to the extent as set forth in the loan documentation; and (ii) authorizing Dvara SmartGold to accept and act on instructions from the Lender in relation to the sale/disposition of the Customer Redeemable Products in the Customer Bullion Account and absolving Dvara SmartGold of all liabilities (if any may arise due to the Customer or otherwise) on account of having acted on such instructions.
- e. Upon receipt of the unequivocal consent from the Customer Dvara SmartGold shall mark a lien in favour of the Lender on Your Customer Bullion Account and Gold jewelry.
- f. Dvara Smart Gold shall have custody of the Gold jewellery and shall deposit the jewellery in a vault for safekeeping. Your Customer Bullion Account shall be updated accordingly for the balance of Gold jewellery in Dvara SmartGold's custody.
- g. You hereby acknowledge and agree that you will not create any encumbrances whatsoever in favour of any Person on Your Customer Bullion Account and Customer Redeemable Products, without prior intimation to Dvara SmartGold.
- h. Dvara SmartGold is entitled not to accept any instructions from the Lender in relation to your Customer Bullion Account unless Dvara SmartGold has received the aforesaid unequivocal consent regarding the particulars of the encumbrance on Your Customer Bullion Account and also explicit authorisation from You to accept instructions from the Lender to operate your Customer Bullion Account and mark a 'lien' on the said Customer Bullion Account in favour of the Lender.
- i. Dvara SmartGold will also act on instructions of the Lender in relation to Your Customer Bullion Account if such instructions are pursuant to an order/direction from a court/tribunal. Dvara SmartGold shall not be liable in any manner whatsoever for any losses claimed by You in relation to Your Customer Bullion Account in circumstances where such actions have been undertaken pursuant to your unequivocal consent.

VI. Customer Responsibilities

- a. You hereby acknowledge that You will be fully responsible for all activities that occur through the Customer Bullion Account.

b. You will be responsible for maintaining the confidentiality of all information in relation to the Customer Bullion Account and shall be fully responsible for all activities that occur under the Customer Bullion Account. You shall be responsible for safekeeping of your payment information (*bank account details, OTP numbers, wallet details, pin numbers etc*) and you shall ensure that the same is not shared with any third party/person.

c. If You are of the belief that activities in Your Customer Bullion Account and/ or transactions undertaken using your payment information are unauthorized You shall promptly notify Dvara SmartGold of any such unauthorised use or any other breach of security that comes to Your attention, alongwith supporting proof of the same. Dvara SmartGold shall endeavor to reverse the Transaction, subject to being notified within 24 hours from the occurrence of the fraudulent transaction. However, in the event of cash redemption or in the event the Bullion has been redeemed for jewellery and the same has been delivered, You acknowledge that Dvara SmartGold cannot reverse such a transaction and would only assist in providing information concerning the fraudulent transaction.

d. It is also advisable to change Your existing login credentials upon encountering such a situation. To ensure security of Your personal information and account details, it is imperative that You log out (as indicated on the Platform), at the end of each session. It is Your responsibility to ensure that such security measures are also followed by the Distributor if the Distributor is operating the account on Your behalf.

e. Notwithstanding anything contained in these Terms, Dvara SmartGold will not be liable for any loss or damage arising from Your failure to comply with the aforesaid confidentiality safeguards in relation to Your Customer Bullion Account and/or financial/payment information. You may be held liable for losses incurred by Dvara SmartGold or any user or visitor of the Platform due to use of the Customer Bullion Account (whether or not such use is authorised by You) and/or financial/payment information, as a result of Your failure in keeping such information confidential or Your negligence.

f. You shall ensure that all information provided by You in the Platform's registration form is complete, accurate and up-to-date. You expressly covenant that You have complete rights and ownership of the Bank Account/Debit Card/any other payment instruments used by You in undertaking a Transaction. Use of any other Person's account information or use of an unauthorized payment instrument for availing of any of the Services and/or for use of the Platform is expressly prohibited and shall be deemed unlawful and Dvara SmartGold reserved the right to report such unlawful activities to relevant authorities.

g. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if Dvara SmartGold has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms of Use, Dvara SmartGold shall have the right to indefinitely suspend or terminate or block access to the Customer Bullion Account on the Platform and refuse to provide You with access to the Platform.

VII. Unlawful and other Prohibited Actions

a. You agree, undertake and covenant that, during the use of the Platform or any other part of the Platform, You shall not host, display, upload, transmit or share any information that:

- i. belongs to another Person or to which You do not have any right;
- ii. is harmful, harassing, defamatory, obscene, pornographic, libelous, invasive of another person's privacy, hateful, racially or ethnically objectionable, or otherwise unlawful in any manner whatsoever;
- iii. is misleading in any way;
- iv. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- v. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a Person's name, e-mail address, physical address or phone number) or rights of publicity;
- vi. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or any part of the Platform or to profiles, blogs, communities, account information, bulletins, or other areas of the Platform or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Platform;
- vii. interferes with another user's use of the Platform in any manner;
- viii. refers to any website or URL that, in Dvara SmartGold's sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
- ix. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- x. contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information; or
- xi. violates any law for the time being in force.

b. **Fraudulent Transactions:** In the event Dvara SmartGold has reasonable grounds to suspect You have undertaken a fraudulent transaction or attempting to undertake a fraudulent or unauthorized transaction, Dvara SmartGold in addition to retaining the right to report fraudulent/criminal activities to the relevant authorities, shall have the

right to indefinitely suspend or terminate or block access to the Customer Bullion Account on the Platform and refuse to provide You with access to the Platform. Such fraudulent transactions include, but are not limited to knowingly or un-knowingly withdrawing the Bullion equivalent value/redeeming for cash the Bullion which may have been erroneously credited to Your Customer Bullion Account, using unauthorized payment instruments for undertaking a Transaction, using the Platform to conduct transactions in violation of laws, using the Platform for purposes other than it is intended for etc.

c. You must comply with the provisions contained in these Terms of Use and the privacy policy. Dvara SmartGold reserves the right to review Your conduct at any time for compliance purposes.

d. You acknowledge that the Services are for Your personal use and agree not to publish the bullion prices or descriptions of bullion/bullion products and/or any other information displayed on the Platform (obtained through Your access to the Platform) on any other medium. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any software, products or other information obtained from the Services and/or the Platform.

VIII. Your Data

a. Subject to these Terms of Use and the Privacy Policy, You hereby grant to Dvara SmartGold a nonexclusive, worldwide, royalty-free right to collect, store and transmit Your data, in each case solely to the extent necessary to provide the Services to You. The manner of use and processing of Your data and the purposes for which it may be used are further detailed in the Privacy Policy and incorporated herein by reference.

b. You represent and warrant that: (i) You have obtained all necessary rights, releases and permissions to provide Your data to Dvara SmartGold and to grant the rights granted to Dvara SmartGold in these Terms of Use and (ii) Your data and its transfer to and use by Dvara SmartGold as authorized by You under these Terms of Use do not violate any laws or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under these Terms of Use and the privacy policy, Dvara SmartGold assumes no responsibility or liability for Your data, and You shall be solely responsible for Your data and the consequences of using, disclosing, storing, or transmitting it.

c. Dvara SmartGold shall not be held liable for any loss of data, technical or otherwise, information, or for particulars supplied by You, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of a Force Majeure Event.

IX. Provision of Services by Dvara SmartGold

a. Dvara SmartGold shall have the sole discretion to determine the locations and pin codes it may want to serve.

- b. The provision of Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Dvara SmartGold strives to keep the Platform up and running; however, all online services suffer occasional disruptions and outages beyond Dvara SmartGold's control and Dvara SmartGold is not liable for any disruption or loss You may suffer as a result.
- c. Dvara SmartGold may discontinue some or all of the Services, including certain features and the support for certain devices and platforms, at any time.
- d. The Services by Dvara SmartGold shall commence from the date of creation of the Customer Bullion Account, subject to these Terms of Use.
- e. Dvara SmartGold shall be responsible for the accuracy of the weight, measurement, Bullion content or fineness of the Customer Redeemable Products to be delivered and the nature and authenticity of the Gold at the time of delivery to Customer.
- f. Dvara SmartGold will be the custodian on behalf of a Customer and be primarily responsible for the Bullion and/or products of Bullion lying in a Customer Bullion Account till sale by the Customer or redemption/transfer as per instructions of the Customer and dispatch by Dvara SmartGold. Dvara SmartGold, shall however, have the right to utilize the services of an independent vaulting agency and/or locker facilities for storage of Bullion and products of Bullion.
- g. Dvara SmartGold shall not reinvest, sell, avail any further return/benefits/interests from the Bullion or Customer Redeemable Products, save as instructed by the Customer or as otherwise provided in these Terms of Use.
- h. Dvara SmartGold shall bear all risk of loss or damages to the Bullion accumulated by the Customer till, (i) in case of redemption of Bullion for cash, transfer of the cash to the Customer Bank Account; or (ii) in case of redemption of Bullion for Customer Redeemable Products, receipt of the Customer Redeemable Product by the Customer, subject to the terms of delivery stated above. Dvara SmartGold shall not be liable for any losses that may arise to a Customer if the Customer Bank Account details provided to Dvara SmartGold are inaccurate.
- i. Dvara SmartGold shall arrange and maintain at all times an all risk insurance coverage, on all Bullion held on behalf of a Customer by Dvara SmartGold, in such amounts as is usually carried by companies in a similar business.

X. Appointment of Intermediaries

- a. Dvara SmartGold may from time to time appoint intermediaries who shall assist Dvara SmartGold in providing the Services to You. The term "**Intermediaries**" means a trustee, the Vault Keeper and includes any and all Persons appointed by Dvara SmartGold to facilitate the consummation of Transactions in accordance with these Terms of Use, through the process of placement of a Customer's order or request, to the payment of money as consideration for such purchase and undertaking any other

transaction on the Platform. You hereby consent to the appointment of such Intermediaries, to act on Your behalf, by Dvara SmartGold.

b. You acknowledge and understand that these Intermediaries have been appointed to ensure that Your orders and requests are duly complied with in accordance with these Terms of Use. You additionally acknowledge that certain payments will have to be made to these Intermediaries for their appointment and services in relation thereto, which shall be borne by Dvara SmartGold on Your behalf unless otherwise indicated in these Terms of Use.

XI. The Vault Keeper

a. Bullion purchased for a Customer corresponding to a purchase order shall be stored on behalf of the Customer in inter-bank tradable lot size/grammage and karattage, in a vault operated by a vaulting agency ("**Vault Keeper**").

b. You hereby authorize the appointment of such Vault Keeper to safe keep the Bullion purchased and/or any Customer Redeemable Products that may need to be placed in safe custody.

c. The Vault Keeper shall obtain necessary insurance policies to adequately insure all assets stored in the vaults for a Customer. The Vault Keeper shall bear the cost of obtaining and maintaining such insurance cover.

XII. Other Platform Terms

a. If at any time You are of the opinion that the updates made to your Customer Bullion Account from time to time do not tally with purchase orders or redemption requests placed by You, You may email us at Customer@Dvarasmartgold.com (please mention your Mobile Number) OR You may write to us at address mentioned on www.dvarasmartgold.com/contact-us. Dvara SmartGold shall accordingly take all necessary actions to rectify any actual discrepancies.

b. Your Customer Bullion Account is generally non-transferrable, except as provided in these Terms of Use and only with the specific prior permission of Dvara SmartGold in writing. If specifically allowed by Dvara SmartGold the title to Bullion lying in the vault and the Customer Bullion Account shall transfer to Your legal heirs only after the required due diligence has been conducted. Please refer to the FAQs for the list of documents required for this purpose. Subsequent to this, Your legal heir(s) shall be regarded as the Customer for the purpose of the Bullion and Customer Bullion Account and these Terms of Use.

c. Dvara SmartGold shall facilitate the consummation of the purchase orders/redemption requests, using the Platform and the Services or through a Distributor using the Platform. However, all such purchase and fulfilment transactions are final and non-reversible, unless otherwise indicated in these Terms of Use.

d. The Platform displays the Products that are available in connection with the Services. Some Products may appear slightly larger or smaller than actual size due to

screen defaults and photography techniques. Dvara SmartGold shall not be liable for any impressions or misunderstandings resulting from an examination of such images.

e. Due to reasons not directly attributable to Dvara SmartGold, data may be inaccurately displayed on the Platform due to system errors or where any part of the Platform is operated by any Distributor, either due to system error of the Platform and/or due to such Distributor making or committing any error in accurately displaying any data provided by Dvara SmartGold. Dvara SmartGold reserves the right to correct any and all errors when they do occur, at its sole direction, and Dvara SmartGold shall be entitled to not honour any requests/orders placed by You based on any inaccurate or erroneous prices.

f. The prices quoted on the Platform are fixed and not negotiable. The prices on the Platform are also subject to change without notice to You.

g. If there is any interruption in the services to a Customer or unauthorized transmission of a Customer data, KYC information or any other confidential information in relation to a Customer Bullion Account, in each case, on account of a failure by Dvara SmartGold to maintain adequate security of its systems and servers, then any actual loss shall be borne by Dvara SmartGold alone without any liability on a Distributor or Customers. However, Dvara SmartGold shall not be liable to any Person for any interruption of services (including the inability to complete a Transaction) or breach of data security for any reason whatsoever, that is not directly attributable to any act or omission by Dvara SmartGold.

XIII. Fees and Charges

a. You hereby agree that You shall be liable for all fees and charges associated with the use of the Platform and Services. Further details of the fees payable (including, but not limited to the terms pertaining to such fees and the quantum thereof), has been set out in various offerings on the Platform however for simplicity they are also referred to in the table below. Please note that the fees and charges may be revised from time to time and it would be Your responsibility to view the Platform to check the then current fees and charges payable.

b. Fees and charges, once paid, are non-refundable.

c. All payments made for the use of the Platform and/or purchase of Customer Redeemable Products by You shall be compulsorily in Indian Rupees.

d. While availing any of the payment method/s available on the Platform for availing the Services, Dvara SmartGold shall not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

i. lack of authorization for any Transaction(s), or

- ii. exceeding the preset limit mutually agreed by You and between bank/s and/or other institutions used by you (including any Distributor) in making payment, or
 - iii. any payment issues arising out of the Transaction, or
 - iv. rejection of a Transaction for any other reason(s) whatsoever.
- e. Dvara SmartGold holds the authority to temporarily/permanently suspend/terminate the Customer Bullion Account or refuse access in case of non-payment of fees due by You to Dvara SmartGold. Without limitation to the other rights and remedies available to Dvara SmartGold, it also reserves the right to take legal action for the same.

XIV. Nature of Services

You understand and acknowledge that the Services are being provided and made available on an "AS IS" and "AS AVAILABLE" basis. The Platform and/or any other part of the Platform may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from Your device and from peripherals (including, without limitation, servers and computers) connected thereto. You assume all risks and costs associated with Your use of the Services, including without limitation, any costs incurred for the use of Your device and any damage to any equipment, software or data.

XV. Communications

You consent to the receipt of communication and newsletters from Dvara SmartGold by way of e-mails and/or sms notifications. You are required to intimate Dvara SmartGold immediately of any changes to Your e-mail or mobile phone numbers. By accepting these Terms, You further authorize Dvara SmartGold to get in touch with You for communication and promotions. You authorize Dvara SmartGold & its representatives & agents to provide 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.

The Platform may allow You to post Your review and experience of using the Platform in order to improve the Platform and the user experience.

You, being the originator of the reviews, are responsible for the reviews that You upload, post, publish, transmit or otherwise makes available on the Platform. You represent that all such reviews will be in accordance with applicable law. You acknowledge that Dvara SmartGold does not endorse any Reviews on the Platform and is not responsible or liable for any reviews. Dvara SmartGold reserves the right to disable access to the reviews on the Platform or require the applicable Distributors to disable access on any part of the Platform.

You hereby grant Dvara SmartGold a perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit,

make available, reproduce, modify, adapt the reviews in any manner as deemed appropriate by Dvara SmartGold in any form including but not limited to print, broadcast, online and across any and all websites and platforms owned by Dvara SmartGold.

XVI. Confidentiality

As elaborated under the privacy policy, Dvara SmartGold will keep all confidential information confidential, including Your personal information, and shall not disclose it to anyone except as required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information. Dvara SmartGold acknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. Dvara SmartGold shall use all reasonable endeavours to ensure that its employees, directors, agents and contractors acknowledge and comply with confidentiality obligations as if such Person was subject to these Terms of Use.

XVII. Third-Party Websites

The Platform may contain links and interactive functionality interacting with the websites of third parties. Dvara SmartGold is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, Dvara SmartGold strongly recommends that You review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website. Further where You are using either (i) any internet website(s) operated by Distributors to avail of any Services; and/or (ii) any mobile based software applications/programs offered by any Distributor to avail of any Services; then Dvara SmartGold is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website and/or mobile based software applications/programs (as may be applicable) and/or any liability whatsoever in relation to Your use of such website and/or mobile based software applications/programs (as may be applicable) save and except to the extent expressly set out in these Terms of Use. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such any such website and/or mobile based software applications/programs (as may be applicable), Dvara SmartGold strongly recommends that You review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of such any such website and/or mobile based software applications/programs (as may be applicable).

XVIII. Indemnification

You shall indemnify and hold harmless Dvara SmartGold, its licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any and all claims, demand, actions, including damages, losses, reasonable attorneys' fees, or penalty imposed due to or arising out of Your breach of these Terms of Use and policies, Your violation of any law, rules or regulations, Your violation of the rights (including infringement of any intellectual

property rights) of a third party or commission of fraud by You. This indemnification obligation shall survive indefinitely, without any limitation.

XIX. Termination

a. Dvara SmartGold, at its sole discretion, may modify, suspend, or terminate access to, all or any portion of the Platform and/or may require the applicable Distributor to modify, suspend, or terminate access to, all or any portion of the Platform or Your ability to access any Services through the Platform at any time for any reason including termination for breach of any of these Terms of Use or occurrence of a Customer default or breach of the privacy policy. The term “**Customer default**” shall mean any default by a Customer of its obligations under these Terms of Use. You acknowledge that the termination of Your access to the Platform and Services may be effected without any prior notice in such cases, and Dvara SmartGold may immediately deactivate or delete the Customer Bullion Account and all related information and/or bar any further access to the Customer Bullion Account, the Platform or the Services. Dvara SmartGold at its sole discretion shall also have the right to suspend Your account without assigning any reason. However, Dvara SmartGold will allow You to redeem Your Bullion in accordance with the redemption options available as per these Terms of Use.

b. If the agreement between Dvara SmartGold and a Distributor acting for and on behalf of the You is terminated, You shall be entitled to continue to maintain Your Customer Bullion Account directly via the Platform or else terminate Your Customer Bullion Account, by contacting Dvara SmartGold at: You may email us at Customer@Dvarasmartgold.com (please mention your Mobile Number) OR You may write to us at address mentioned on www.dvarasmartgold.com/contact-us.. Should you choose to terminate Your Customer Bullion Account, all Bullion balances in Your Customer Bullion Account shall be redeemed at your request as per these Terms of Use.

c. These Terms of Use shall stand terminated:

i. at the option of the Customer, if the agreement between Dvara SmartGold and a Distributor acting for and on behalf of the said Customer is terminated and provided the Customer has redeemed its entire outstanding Bullion balance;

ii. if Dvara SmartGold is adjudged bankrupt or declared insolvent;

iii. if Dvara SmartGold ceases to carry on its business;

iv. upon any corporate action (excluding any third party corporate action), legal proceedings or other procedures or steps being taken in relation to the suspension of payments, winding up, dissolution, administration, provisional supervision or reorganization or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise) of Dvara SmartGold;

v. upon Dvara SmartGold commencing a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar applicable law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary proceeding under any such applicable law, or consenting to the appointment or taking possession

by a receiver, liquidator, assignee (or similar official) for the whole or a substantial part of its property or takes any action towards its re-organization, liquidation or dissolution; or

vi. upon any encumbrancer lawfully taking possession, or a liquidator, judicial custodian, receiver, administrative receiver or trustee or any analogous officer having been appointed in respect of the whole or a substantial part of the property of Dvara SmartGold, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against whole or a substantial part of the assets or property of Dvara SmartGold, or any action has been taken or suffered against Dvara SmartGold towards liquidation or dissolution or similar reorganization.

d. Upon termination of these Terms of Use on account of insolvency or liquidation of Dvara SmartGold

i. (1) the Bullion held in the vault to the extent of the balances lying to the credit of a Customer Bullion Account; and (2) the amounts remitted by the Customers to Dvara Smart Gold's collection account for undertaking purchase of Bullion, shall be held in trust by a Trustee appointed to act on behalf of the Customers. ii. The creditors of Dvara SmartGold shall neither have access to the Bullion nor to the amounts lying to the credit of the Dvara SmartGold's collection account. Further, the monies and properties held by Trustee shall not be considered as part of the assets of Dvara SmartGold, and, being trust property shall not, in the case of liquidation of Dvara SmartGold, be considered as its assets and shall not be available to the liquidator, bankruptcy trustee or other creditor of Dvara SmartGold and such monies and properties shall be wholly excluded from the assets of Dvara SmartGold in such event.

iii. Upon the resolution of the liquidation proceedings, the Trustee shall disburse the Bullion and any monies due to the Customer, to the Customer Bank Account, based on directions of the resolution professional.

e. Dvara SmartGold shall not be liable for any discontinuation or termination of Services by any third party.

f. None of Your information shall remain accessible on the Platform upon termination. This information cannot be recovered by You, once Your account is terminated.

g. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of these Terms of Use.

XX. Disclaimers

All information, content, materials and Services included on or otherwise made available to you through the Platform (collectively, the "**Contents**") are provided by Dvara SmartGold on an "as is," "as available" basis, without representations or warranties of any kind. Dvara SmartGold makes no representations or warranties of any kind, express or implied, as to the operation of the Platform, the accuracy or completeness of the Contents or the accuracy of the information. Dvara SmartGold shall

have no responsibility for any damage to Your computer system or loss of data that results from the download of any content, materials, document or information or any other losses incurred by You for use of the website. You expressly agree that the use of the Platform is at Your sole risk. Dvara SmartGold will not be liable for any damages of any kind arising from the use of the Platform or the Services or the Contents including, without limitation, direct, indirect, consequential, punitive, and consequential damages. To the full extent permitted by law, Dvara SmartGold disclaims any and all representations and warranties with respect to the Platform (or any part thereof) and its Contents, whether express or implied, including, without limitation, warranties of title, merchantability, and fitness for a particular purpose or use.

XXI. Limitation of Liability

You hereby acknowledge that Dvara SmartGold (including but not limited to its, directors, employees, agents or partners) shall not under any circumstances be liable to You for any special, consequential, incidental, and exemplary or punitive damages, or loss of profit or revenues. Dvara SmartGold shall also not be liable under any circumstances for damages arising out or related in any way to Your inability to access, or Your difficulty in accessing the Platform (including through any internet website(s) operated by any Distributor to avail of any Services and/or through any mobile based software applications/programs offered by any Distributor to avail of any Services) or to any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Platform by any third party, any loss of Your data, any claim relating to Your data or content from the Services or Your failure to keep the Customer Bullion Account Information secure and confidential. You further agree that Dvara SmartGold shall not be held responsible in any manner whatsoever for any and all acts of the Distributors or other Intermediaries. Dvara SmartGold shall not be liable for any violation of privacy, theft or leakage of any data pertaining to Customer Bullion Account, including OTPs, from any of Your devices which could be by reason of Your negligence or hacking, phishing, vishing and the like. Dvara SmartGold shall not be liable for any fraudulent Transactions undertaken on the Platform and the Customer undertakes to keep Dvara SmartGold indemnified for any and all losses suffered by Dvara SmartGold on account of such fraudulent Transactions.

You further agree that DSG shall not be liable for any delay/deficiency of Services attributable to any discrepancies, inadequacy or incorrect information provided by You with respect to the following:

- Customer registration information
- Customer registered and shipping address

- Customer bank account/UPI for redemption

XXII. Content and Intellectual Property Rights

a. Dvara SmartGold solely and exclusively owns copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated with the Services and Content on the Platform as well as any content provided by Dvara

SmartGold to any Distributor and displayed on/accessed via (i) any internet website(s) operated by such Distributor to avail of any Services; and/or (ii) any mobile based software applications/programs offered by such Distributor to avail of any Services, and is protected under applicable law.

b. You hereby acknowledge that the Services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by Dvara SmartGold through the application of methods and standards of judgment developed and applied with the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Dvara SmartGold. You thereby agree to respect the proprietary rights of Dvara SmartGold during and after the term of these Terms. You may not selectively download portions of the Platform without retaining the copyright notices. You may download material from the Platform only for the purpose permitted by these Terms of Use. Any infringement shall lead to appropriate legal proceedings against You at appropriate forum for seeking all available remedies under applicable law.

c. You will not use the Platform to directly or indirectly develop, or to assist anyone in developing a competitive Platform, service or for other competitive purposes.

XXIII. Governing Law And Dispute Resolution

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The courts of Chennai shall have exclusive jurisdiction over any disputes arising under these Terms. In the event of any dispute arising out of these Terms the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Chennai, Tamil Nadu, India.

XXIV. Assignment

You expressly consent to the assignment by Dvara SmartGold of all of its rights and obligations under this Agreement without any reference or prior notice being required to be provided to You. You agree to be bound by these Terms to Dvara SmartGold's assignee / transferee upon any such assignment / transfer.

XXV. Grievance Redressal

If there are any concerns, queries, feedback or complaints about our Services or the Platform, please feel free to reach out to us anytime at the co-ordinates provided below and we will address the same at the earliest.

Pursuant to the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Jaydeep Banerjee

Address: Dvara SmartGold Private Limited, 1st Floor | Red Bungalow No. F/643 | 3 Pali Village | Bandra (West) | Mumbai – 400050 | India

Phone: +91 7003205990

E-mail: Grievance.Officer@DvaraSmartGold.com

If You wish to make a complaint regarding any violation of the provisions of these Terms, You may send a written complaint to the Grievance Officer, who shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.

XXVII. Amendments

Please note that these Terms of Use may be amended from time to time by Dvara SmartGold at any time. In the event that any change/ amendment is to be made to the Terms of Use and which is not adverse or detrimental to the You, then You would be provided 7 days' prior notice to such changes/ amendments. In the event, any proposed changes or amendments to the Terms of Use are adverse to or in any way detrimental to You, then Dvara SmartGold shall provide You with 14 days' prior notice permitting You to opt out of the agreement/understanding on which Dvara SmartGold would provide the Services to You as recorded in these Terms of Use. In the event that You do not respond to any such proposed change/amendment stating that You do not accept such change/amendment and wish to opt out of the Terms of Use, then You would be deemed to have consented to such proposed change or amendment to these Terms of Use.

XXVI. Electronic record

a. These Terms of Use are deemed an electronic record in terms of the Information Technology Act, 2000 and Rules thereunder (as applicable) and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures, and its acceptance and applicability has arisen pursuant to electronic actions undertaken by the Customer on the Platform.

b. This electronic record is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that requires publishing the rules and regulations, privacy policy and terms of use for access or usage of the Platform.