

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THIS WEBSITE OR AVAILING OF SERVICES FROM THIS WEBSITE THE USERS AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS.

The following Terms of Use between User (“User”) and Digivridhhi Technologies Private Limited (the “**Company**”, “**DGV**” “**We**”) govern the terms and conditions on which User may access and use the Company’s website/platform <https://dgv.in> (“**Website**”) and all associated sites linked to products, software(s), API keys, features, or DGV mobile application or any similar platform (hereinafter collectively referred to as “**DGV Platforms**”) on any device and/or before availing any services offered by DGV on DGV Platforms (hereinafter collectively referred to as “**DGV Services**”). By accessing or using any of DGV Services, the User acknowledges that they have read, understood, and accepted the Terms of Use.

This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. These Terms of Use do not alter in any way the terms or conditions of any other written agreement that the User may have entered into with the Company for services. For these Terms of Use, wherever the context so requires, the term "User" shall mean and include any natural or legal person who has agreed to these Terms of Use on behalf of itself or any other legal entity.

The below Terms of Use are published in accordance with the provisions of **Rule 3 (1)** of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations and Terms of Use for access or usage of the Company’s Website/Platform. These Terms of Use is an electronic record under the laws of India and need not be signed physically or digitally.

ACCEPTANCE

By accessing, registering, browsing, downloading, or using the DGV Platform for the purpose of availing of any DGV Services, the User agrees to be bound by the terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each DGV Service (hereinafter collectively, the Terms and Conditions). If at any time the User does not

accept or agree to this Terms of Use or do not wish to be bound by the same, the User must immediately terminate the use of the Website or discontinue the use of DGV Services. All services are rendered by DGV through the DGV Platform under the brand name “**DGV**” (or any derivatives or variations thereof)

1. SERVICES

This Website offers certain Platform services (the "**Services**"). By accessing or availing any Services through this Website, you agree to the terms set forth herein.

DGV Platform Services: DGV Platform service offers User's the convenience, after a registration on any DGV Platform, to sign on (login) to DGV web pages and online platforms operated by DGV. After successfully registering for the DGV Services, the User can log in via Platform access credentials. The User is obliged to provide correct and complete information during the registration and use of the DGV service. The login data is intended solely for personal use by the User and therefore always to be kept secret and safe. The User is not entitled to share his/her login details with any third party to use the DGV service or to disclose them otherwise. The User is obliged to inform DGV immediately on becoming aware of and/or suspecting a case of any unauthorized use, disclosure, or misuse of their access data or of their User's account. Furthermore, the User is obliged not to use the User account of another person.

The User guarantees that the data submitted for their user account are in all respects complete, true, accurate, and not misleading. Any changes to the User's data should be promptly updated correctly in the account. If the contact number or e-mail address provided by the User to DGV Platform for the DGV service is transferred/surrendered/deactivated due to any reason, it shall be the User's responsibility to contact DGV and have the number/email address duly updated in DGV records.

2. ELIGIBILITY

DGV Services is restricted to persons who are competent to contract, as defined under the Indian Contract Act. It is legally mandatory that the User must be at least eighteen (18) years of age to be eligible to use the website and services. Therefore, DGV reserves the right to deny access to minors, persons of unsound mind, or undischarged insolvents, and such persons are advised to access the website/application through their legal guardians. In addition, the User represents and warrants that the User has the right, authority, and capacity to enter into this

Agreement and to abide by all the terms and conditions as part of this Agreement. Finally, in the event of any violation of the Terms of Use, DGV reserves the right to suspend and/or terminate the User account thereby restricting them from availing or accessing DGV Services or using the DGV Platform.

3. REGISTRATION FOR SERVICES

1. To avail the Services on the DGV Platform and website, the User will be required to register on the Website/Application by following the registration process as mentioned herein below:

- a. Create an Account by choosing a 'Username' and/or One-Time Password (OTP) Verification.
- b. Fill in the basic information such as name, age, sex, e-mail address pin/postal code, and phone number. The User hereby represents and warrants that all information provided about the User shall be true, accurate, and complete. In case, any of the information provided by the User is found to be false or inaccurate, DGV may in its sole discretion, suspend and/or terminate the such User account and refuse all current or future use of the Services.
- c. On completion of the registration process, the User will be eligible to avail the of Services being offered by the Company, subject to payment of the Fee.

2. The User understands and agrees that DGV may screen and verify the information provided by the User and at its sole discretion, may increase the amount of information for the registration process and ask for further information even after the registration process. DGV may in its sole discretion, close the Account if any information provided is found to be false or the information provided is not sufficient.

4. RESTRICTIONS ON USER

By accessing or using DGV Platform or by availing of DGV Services, the User hereby agrees that the User shall not:

- a. Upload, transmit or otherwise distribute any content that is unlawful, defamatory, obscene, offensive, harassing, fraudulent, contains malware or viruses, or is otherwise objectionable as may be determined by DGV.
- b. Violate the terms and conditions

- c. Upload, transmit, or otherwise distribute content that infringes upon a third party's intellectual property rights or other proprietary, contractual, or fiduciary rights or obligations.
- d. Post or transmit any message, data, images, or programs which is libellous, defamatory, or which disclose private or personal matters concerning any person
- e. Promote illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libellous.
- f. Provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses
- g. Refuse to co-operate in an investigation or provide confirmation of the User's identity or any other information provided by the User to DGV
- h. Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of as regards DGV Services or DGV Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law
- i. Interfere with another User's use of the Application and/ or damage operation of DGV Services or DGV Platform or any other User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features
- j. Use any device, software, or routine to bypass DGV Platform's robot exclusion headers, or interfere or attempt to interfere, with DGV Services.
- k. Sell DGV Services, information, or software associated with or derived from it
- l. Transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature
- m. Send automated requests of any kind to DGV Platform without express written permission in advance from DGV

5. USE OF THE DGV PLATFORM

The User understands that except for information, products, or services clearly indicated as being supplied by DGV, we do not operate, control, or endorse any information, products, or services on the Internet in any way. The User also understands that DGV cannot and does not guarantee or warrant that files available for download through the DGV Platform will be free of viruses, worms, or other code that may be damaging. Users are responsible for implementing procedures to satisfy User requirements of Internet security and for the accuracy of data input and output.

6. COMMUNICATION POLICY

By accepting terms and conditions, the User accepts the following:

- a. DGV may send alerts, notifications, and OTP to the mobile phone number provided by User while registering with DGV Platform for the DGV service or on any updated mobile number subsequently provided by User on DGV Platform the User therefore impliedly consent to receive electronic communications.
- b. DGV will make best efforts to provide alerts via SMS or e-mail and it shall be deemed that the User shall have received the information sent from DGV as an alert on the contact number or e-mail id provided during the course of, or in relation to, using DGV Platform or availing any DGV Services. DGV shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. User cannot hold DGV liable for the non-availability of the SMS or e-mail alert service in any manner whatsoever.
- c. The User authorizes DGV to contact the User and communicate with the User for any DGV Service. DGV may use third-party service providers to send alerts or communicate with the Users.
- d. The User will indemnify and hold harmless DGV and its service providers including its directors, auditors, and officials from any damages, claims, demands, proceedings, losses, costs, charges, and expenses whatsoever including legal charges and attorney's fees which DGV or the service providers may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by User or improper or fraudulent information provided by User; (ii) incorrect number or a number that belongs to an unrelated third party provided by User.

7. THIRD-PARTY LINKS

In addition to making Services available, this Website also offers information, both directly and through indirect links to third-party websites. DGV does not always create the information offered on this Website; instead, the information is often gathered from other sources. To the extent that DGV does create the content on this Website, such content is protected by the intellectual property laws of India. Unauthorized use of the material may violate copyright, trademark, and/or other laws. The User acknowledges that the use of the content on this Website is for personal, non-commercial use. Any links to third-party websites are provided solely as a convenience to the User. DGV does not endorse the contents on any such third-party websites. DGV is not responsible for the content of or any damage that may result from the User's access to or reliance on these third-party websites. If the User link to third-party websites, the User does so at his/her own risk.

8. USE OF WEBSITE

DGV is not responsible for any damages resulting from the use of this website by anyone. The User will not use the Website for illegal purposes. The User will (1) abide by all applicable local, state, and national laws and regulations in their use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material on the Website, (4) not engage, directly or indirectly, in the transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website

By posting, storing, or transmitting any content on the Website, the User hereby grants DGV a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. DGV does not have the ability to control the nature of the user-generated content offered through the Website.

9. MODIFICATION OF WEBSITE & TERM OF USE

The User understands and agrees that these Terms of Use, the website/platform, and the Services can be modified by DGV at its sole discretion, at any time without prior notice, and such modifications will be effective immediately after it is posted on this Website. The Users

use of the Website following the posting any such changes or of a revised Agreement will constitute acceptance of any such changes or revisions. The User hereby agrees to review the Terms of Use periodically so that the User is aware of any such modifications and the DGV shall not be liable for any loss suffered by the User on his/her failure to review such modified Terms of Use. Unless expressly stated otherwise, any new features, new services, enhancements, or modifications to the Website or Platforms implemented after the User's initial access to the Website or use of the Service shall be subject to these Terms of Use.

10. INTELLECTUAL PROPERTY AND OWNERSHIP

All rights, title, and interest, visual interfaces, design, code, data, the look and feel, design, and the compilation of the content (including, for example, text, audio, photographs, illustrations, graphics, other visuals, video, copy, etc.), on DGV Website and Platform, including but not limited to any copyrights, trademark rights, patent rights, moral rights and other intellectual property and proprietary rights therein is owned solely and exclusively by DGV.

The User's use of DGV Services and DGV Platform does not grant the User the ownership of any content, code, or data. The User is strictly prohibited to modify, reproduce, distribute, publicly displaying, or in any way exploit, any of the content, code, data, marks, and/or other materials available on the Website in whole or in part.

11. INDEMNIFICATION

The User hereby undertakes and agrees to defend, indemnify and hold DGV, and its respective officers, directors, employees, agents or representatives harmless from and against all third-party actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs on a solicitor/attorney and own client basis), awards, damages, losses and/or expenses however arising out of or resulting from:

- a. The User's use of the Services or the Platform and breach of any of the Terms of Use by the User; or violation of applicable laws, rules regulations, guidelines, orders;
or
- b. any claim or proceeding brought by a third party against DGV due to the infringement by the User of any intellectual property rights of that third-party; or

- c. Fraud, negligence, and willful misconduct by the User in the use of the Services on Platform.

12. LIMITATION OF LIABILITY

In no event, DGV or any of its directors, officers, employees, agents, or content or service providers (collectively, the “**Protected Entities**”) be liable for any direct, indirect, special, incidental, consequential, exemplary, or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, DGV Services or the content, materials, and functions related thereto, the Services, User’s provision of information via the Platform, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- a. any content posted, transmitted, exchanged, or received by or on behalf of any User or other person on or through the DGV Platform.
- b. any unauthorized access to or alteration of User transmissions or data, or any other matter relating to DGV Services and Platform
- c. User understands and acknowledges that User may be exposed to content that is inaccurate, offensive, indecent, objectionable, or libellous, and User agrees to waive, any legal or equitable rights or remedies User have or may have against DGV with respect thereto.

13. DISCLAIMER OF WARRANTIES

YOUR USE OF THIS WEBSITE AND/OR PRODUCTS ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DGV EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR SERVICES.

14. REPORT ABUSE

In any case, if the User comes across any abuse or breach of these Terms of Use or if the User becomes aware of any objectionable content on the DGV website or Platform, the User shall report to DGV customer support.

15. FORCE MAJEURE

DGV will not be deemed in default hereunder or held responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

16. CESSATION OF OPERATION

DGV may at any time, in its sole discretion and without advance notice to the User, cease operation of the Website and facilitation of the Services.

17. GOVERNING LAW

The Terms of Use shall be governed by and constructed in accordance with the laws of India, only without reference to conflict of laws principles and all disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai, India. By using this Website or availing Services, the User consent to the jurisdiction in connection with any action, suit, proceeding or claim arising under or by reason of this Terms of Use.

18. TERMINATION

DGV reserves the right to terminate the Users access to the Website if it reasonably believes, in its sole discretion, that the Users have breached any of the terms and conditions. Following termination, the Users will not be permitted to use the Website and DGV may, in its sole discretion and without advance notice to the Users, cancel access to any of the Services. If the Users access to the Website is terminated, DGV reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Terms of Use will survive indefinitely unless and until DGV chooses, in its sole discretion and without advance to the Users, to terminate it.

19. WAIVER:

Any delay or omission on the part of any party to exercise any right, power, or remedy hereunder will not automatically operate as a waiver of such right, power, or remedy, and no

waiver will be effective unless it is in writing and signed by the waiving party. Further, the waiver or the single or partial exercise of any right, power, or remedy by either party hereunder on one occasion will not be construed as a continuing waiver of any successive or other rights, power, or remedy on any other occasion.

20. DOMESTIC USE.

DGV makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

21. ASSIGNMENT.

The Users shall not assign their rights and obligations under this Agreement to anyone. DGV may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to the Users.

BY USING THIS WEBSITE OR ACCESSING SERVICES FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS TERMS OF USE.