

TERMS OF USE

1. Overview

The terms and conditions contained hereinafter ("**Terms of Use**") shall apply to your ("**you**", "**your**" or "**User**") access or usage of any financial products or services of Davinta Financial Services Private Limited (hereinafter referred to as "**Davinta**", "**Company**", "**we**", "**us**" and "**our**") from its technology platform including (but not limited to) any of its websites such as www.myloans.davinta.com, www.loans.davinta.com, www.davintafinserv.com, www.davinta.com or any other platform owned or operated by Davinta ("**Platform**").

By accessing the Platform and/or using any of the Services through the Platform, you acknowledge to have read, understood and you consent to being governed and bound by these Terms of Use and the Data Privacy and Storage Policy ("**Privacy Policy**") and this constitutes a binding and enforceable agreement between you and the Company. If you do not understand these Terms of Use or the Privacy Policy, or do not accept or agree to any part of them, then you are requested to not use the Platform.

These Terms of Use are an electronic record in terms of the Information Technology Act 2000, as amended from time to time, and rules framed thereunder ("**IT Act**"). This electronic record is generated by a computer system and does not require any physical or digital signatures.

For the purpose of these Terms of Use, wherever the context so requires, the term "you" or "your" or "User" shall mean and include any natural or legal person who has agreed to these Terms of Use on behalf of himself/herself or any other legal entity.

It is further clarified that the Privacy Policy (that is provided separately), forms an integral part of these Terms of Use and should be read in conjunction.

2. Eligibility of Use

You must register as a User on the Platform in order to access the Platform and use products and/or services made available through the Platform. Further, Davinta reserves the right, without prior notice, to restrict access to or use of certain products and/or Services (or any features within the Platform) subject to other conditions that Davinta may impose in its discretion.

The Platform and any of its Services and products is not available to minors under the age of 18 or to any Users suspended or removed or blocked from the system by the Platform for any reason. Additionally, User shall not allow any third party to access or use their user account on their behalf.

3. Changes to the Terms of Use

The Company reserves the right, at its discretion, to change, modify, amend, add or remove portions of these Terms of Use at any time without any prior notice. We recommend that you review these Terms of Use periodically to ensure that you are aware of the Platform's practices. Any such changes will be effective immediately. By continuing to use this Platform after changes are made, you agree to be bound by the revised/ amended Terms of Use.

4. Privacy and Protection of Data or Information

Your privacy is extremely important to us. Upon acceptance of these Terms of Use you confirm that you have read, understood and unequivocally accepted our [Privacy Policy](#).

5. Definitions

"Content" shall include, without limitation, information, data, text, logos, photographs, videos, audio clips, animations, written posts, articles, comments, software, scripts, graphics, themes and interactive features generated, provided or otherwise made accessible on the Platform ;

"Service" shall include any and all usage of the Platform including accessing and browsing the Platform, availing services provided by the Company in accordance with the terms and conditions set out under these Terms of Use.

6. Usage of Content

User shall not display, upload, modify, publish, transmit, update or share any information which:

- (a) belongs to another person and to which User does not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (c) is misleading in any way;
- (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (e) harasses or advocates harassment of another person;
- (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or messages using Davinta's communication platform, if any;
- (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (h) 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 persons name, email address, physical address or phone number) or rights of publicity];

- (i) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (m) contains video, photographs, or images of another person (with a minor or an adult);
- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms, Davinta's prior written consent means a communication coming from Davinta's legal department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
- (p) solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another user's use and enjoyment of the Platform or any other individual's user and enjoyment of similar services;
- (r) refers to any website or URL that, in 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.
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

- (w) impersonate another person;
- (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel - bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- (y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (z) shall not be false, inaccurate or misleading;
- (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- (bb) shall not create liability for Davinta or cause Davinta to lose (in whole or in part) the services of our internet service provider("ISPs") or other suppliers;
- (cc) You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. Davinta reserve its right to bar any such activity.
- (dd) User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- (ee) Unless expressly permitted, user shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. User may not reverse look - up, trace or seek to trace any information on any other user of or visitor to Platform, or any other user, including any account on the Platform not owned by user, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than user's own information, as provided for by the Platform.

7. Representation and warranties

You represent and warrant that you are legally entitled to enter the Platform and you agree to these Terms of Use and you are of legal age as per applicable laws in your jurisdiction to enter into an enforceable agreement with us.

You agree to use the Services only for purposes that are permitted by (a) these Terms of Use; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

8. Intellectual Property Rights

All intellectual property rights in the Platform, the designs, graphics, artistic works, brands, Content, applications, software, underlying source code and all other aspects of the Platform belong to us solely and exclusively, unless specifically mentioned otherwise.

(a) Copyright

All Content included on the Platform, such as text, graphics, logos, button icons, images, artistic works, graphical user interface of the Platform, diagrams, drawings, audio-visual recordings, digital downloads, data compilations, and software including the source and the object code, is the property of the Company or its content suppliers and is protected by the applicable intellectual property laws.

(b) Trademarks

The (i) trademark 'Davinta' and its logo and (iii) other trademarks marks and logos on the Platform and the Company products/services are owned by and/or licensed to the Company.

(c) Intellectual Property Claims

While the Company strives to ensure all Contents posted are credible, based on facts and do not infringe on other people's intellectual property rights, there may be an occasion when Content is provided by other parties, and/or may include material that infringes on the copyright a third party. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please write to us at sladdha@davintafinserv.com with your concerns requesting such content to be removed or access to it be blocked and we will try to address your concerns.

No part of the Platform including any Content either in whole or in parts, may be reproduced, adapted, distributed, communicated to the public, modified or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without our prior written permission.

9. Geographical Extent

The Platform and Services can be accessed in and from all jurisdictions across the world. We make no representation that materials or Content available through our Platform and Services are appropriate or available for all these jurisdictions. If you access or use the Platform from a country

or location apart from India, you are solely responsible for compliance with necessary laws and regulations for use of the Platform, in your jurisdiction.

10. License to the Contents of the Platform

Any Content provided on the Platform is owned by the Company. Unless otherwise indicated on the Platform, all Content provided in the Platform is the sole property of the Company and any usage of the same must be according to these Terms of Use. Except as provided in these Terms of Use, you agree not to distribute or provide access to any Content of the Platform without our prior written approval.

Subject to your strict and full compliance with these Terms of Use, the Company, hereby grants you a personal, limited, non-exclusive, non-transferable, non-sub-licensable and revocable license to use the Content strictly for your private and personal use and non-commercial viewing.

Except for the rights to use granted under these Terms of Use, no other rights are granted to you with respect to the Content, either by implication, estoppel, or otherwise.

11. Lending Partners

By accessing and/or availing any of the products made available by us and / or any third parties on the Platform, you signify your acceptance to the Terms of Use which takes effect immediately upon your access or use of the products , including but not limited to browsing the Platform, registration on the Platform, applying for a credit facility with third party lenders ("**Lending Partners**") or Davinta, uploading of your Know Your Customer ("**KYC**") documents, invoices, integration of your accounting system information with Platform, entering into credit facility documentations with the Lending Partners on or via the Platform, etc.

We disclaim all our liability from any claims that may be brought by you against us in case of such rejection of your application for credit facility by the Lending Partners. You agree and acknowledge that the products and/or services made available by third parties on the Platform including extending credit facilities by Lending Partners shall be governed by the bipartite contractual arrangement entered into directly between such Lending Partners and you. Davinta shall in no event be responsible and/or liable in relation to products/services provided by such third party service provider(s).

You confirm that any information provided by you to us on the Platform will be disclosed to the Lending Partner for sanction of the credit facility. You authorise us to disclose and share the personal information about you and other details that are available with us with such Lending Partner.

You understand that the sanction and subsequent disbursement of the credit facility is at the sole discretion of the Lending Partners and upon executing necessary documents, including loan agreements, providing any security(ies) and other closing formalities as required by Lending Partners through the Platform. You agree that the Lending Partner at its sole discretion may reject the application without providing any reasons, and you reserve no right to appeal against this decision.

12. Limitation of Liability

We take no responsibility for any loss or damage suffered as a result of our Services supplied through the Platform, except as specifically provided under applicable law, even if we could have foreseen the loss, or the possibility of it was brought to our attention. Any Service you avail is completely at your discretion and you accept that you avail such services only after thoroughly inquiring about the Service and being completely acquainted about the Service, their features, characteristics, usage etc.

All information and related content on the Platform are provided on an "as is" basis without warranty of any kind. To the maximum extent permitted by applicable law, in no event shall the Company be liable to you for any direct, special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages for loss of use, loss of business profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of, or inability to use or access the Platform, or for any security breach or any virus, bug, unauthorized intervention, defect, or technical malfunctioning of the Platform, whether or not foreseeable or whether or not the Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out, of or in connection with, your use of, or access to, the Platform or the Content. Further, the Company shall not be liable to you for any temporary disablement, permanent discontinuance or modification of the Platform by the Company or for any consequences resulting from such actions.

In no event shall the Company and/or its affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever (including, without limitation, damages for loss of use, loss of business profits, business interruption, loss of information, or any other pecuniary loss) for or in relation to: (a) loss of use, data or profits arising out of or in any way connected with the use or performance of Platform; (b) any delay or inability to use the Platform; (c) the provision of or failure to provide any information or Services obtained through the Platform; (d) or otherwise relating to the use of the Platform or the Company Services; whether or not all of the above losses, claims or damages are based on contract, tort, negligence, strict liability, even if the Company and/or its affiliates and/or its associates have been advised of the possibility of such losses, claims or damages.

13. Termination (Temporary and Permanent Disablement)

We reserve the right to modify, change, alter or discontinue any aspect of the Platform including the description of the Services at any time. Unless otherwise provided in these Terms of Use, your right to use of the Platform may be terminated/ suspended by the Company without assigning any reasons at any time at the sole discretion of the Company.

You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Platform.

Upon termination/ suspension, you shall not have the right to use or access the Platform. Upon any termination, you must promptly destroy all materials downloaded or otherwise obtained from the Platform, as well as all copies of such materials, whether made under these Terms of Use or otherwise.

14. Governing Law, Settlement of Disputes and Jurisdiction

Davinta hereby notifies that the Governing Law and Dispute Resolution clause of the Loan Agreement stands amended in accordance with the updated Terms and Conditions, as displayed on its Platform and binding upon the Borrower.

- a. Any claim, dispute, controversy, or difference whatsoever (whether arising in contract, tort, or otherwise) out of or in connection with this Agreement, including any question regarding its existence, construction, meaning, interpretation, validity, breach, enforcement, termination, or recovery, shall first be attempted to be resolved through mediation or conciliation administered by an independent dispute resolution institution, including online platforms. If the Parties are unable to agree to such mediation or conciliation within a period of 7 (seven) days from the date a written notice of dispute is served by either Party, or if the mediation/conciliation does not result in a resolution within 21 (twenty-one) days from the commencement of such process (whichever is earlier), then the dispute shall be finally resolved by arbitration.
- b. The arbitration shall be conducted by a sole arbitrator appointed through an online institutional arbitration platform, such as Presolv360 or SAMA, both of which are independent Electronic Alternate Dispute Resolution (E-ADR) Institution that will conduct the arbitration proceedings remotely on its Online Dispute Resolution (ODR) platform in accordance with the Rules set in by such an institution. The institution shall appoint an arbitrator from its panel of arbitrators.
- c. The parties agree that the seat and venue of arbitration shall be Bangalore, India, and the arbitration proceedings shall be conducted in accordance with the applicable laws of India. The language of the arbitration shall be English, and any document submitted in a language other than English shall be accompanied by an English translation. A written transcript of the proceedings shall be prepared and provided to the Parties. The arbitrator shall have the authority to determine the procedure, including the adoption of summary proceedings and electronic submissions, subject to the provisions of the Arbitration and Conciliation Act, 1996. Any arbitral award—whether interim, interlocutory, or final—shall be deemed to have been made at the designated seat and venue, shall be final, binding, and conclusive on the Parties, and may be enforced by any court or authority of competent jurisdiction.
- d. Nothing contained herein shall be construed as extinguishing, limiting or ousting Lenders' right under the DRT Act, IBC and/or SARFAESI, if any in connection with recovery of outstanding dues under the Agreement.

15. Indemnity

You agree to indemnify us and other persons involved in the creation of the Platform for all damages, losses and costs (including legal costs) which arise out of or relate to your use of the Platform or any acts committed by you in violation of applicable laws, these Terms of Use and the Privacy Policy. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trademark infringement and breach of these Terms of Use or the Privacy Policy.

16. Links to Third Party Websites

The Platform provides links to various websites, applications, services, for your convenience only and we have no control over these third-party websites and/ or applications. Some of the links may be related to the websites, applications and/ or services provided by our affiliate(s). We do not maintain, sponsor or recommend any third-party websites, though the Platform may contain advertisements. We do not assume any responsibility for them or their content or accessibility. In particular, we shall not be liable for any infringement of intellectual property rights of any person, or any information or opinion on third party websites. Your use of those linked sites, mobile software applications, and services are subject to the terms of use and privacy policies of each such website(s), applications and or service(s).

The Platform, the Contents and/ or any Services under the Platform are accessed via the World Wide Web, which is independent of the Platform. Your use of the World Wide Web is solely at your own risk and subject to all applicable laws and regulations. We have no responsibility for any information or service obtained by you on the World Wide Web.

17. Force Majeure

The Company shall be under no liability whatsoever in the event of non-availability of the Services or any portion of the Platform occasioned by a Force Majeure Event. A “Force Majeure Event” shall mean any event that is beyond our reasonable control and shall include, without limitation, sabotage, fire, flood, medical emergency, pandemic, public health emergency, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

18. Entire agreement

Unless otherwise specified herein, these Terms of Use constitutes the entire agreement between you and the Company with respect to the Platform / Services and it supersedes all prior communications and proposals, whether electronic, oral or written.

19. Severability

If any of the provisions of these Terms of Use are deemed invalid, void, or for any reason unenforceable, that part of these Terms of Use will be deemed severable and will not affect the validity and enforceability of any remaining provisions of these Terms of Use.

20. No waiver for breaches

Any failure by the Company to enforce these Terms of Use, for whatever reason, shall not necessarily be construed as a waiver of any right to do so at any time.

21. Complaints and Grievance Redressal

Any complaints or concerns with regards to content of the Platform, the Services or comment or breach of these Terms of Use or any intellectual property of any User shall be immediately informed to the designated Grievance Officer as mentioned below.

Mr Mallikarjuna S Shivamurthy (Grievance Officer)

Designation: AVP - Business Operations

Email: mshivamurthy@davintafinserv.com

Corporate Address: Urban Vault 1515, 2nd Floor, 19th main, Vanganahalli, Sector 1, HSR Layout, Bengaluru, Karnataka 560102

For any grievances you can reach out to us as mentioned above. Any grievances which you may have will be taken into consideration in accordance with our grievance redressal mechanism policy (“**GRM Policy**”), which can be accessed [here](#).

You may also reach out to the Reserve Bank of India (“**RBI**”) through its Sachet Portal [here](#) to register any complaints.

In case we are unable to resolve your grievance within 30 (thirty) days of you reaching out to us, you may contact the RBI through the Complaint Management System (CMS) portal under the Reserve Bank-Integrated Ombudsman Scheme (RB-IOS) [here](#).

22. Contact information and customer care

For any queries on the use of the Services, please get in touch by emailing us at [\[customercare@davintafinserv.com\]](mailto:customercare@davintafinserv.com) or by giving a missed call on [080-47185381].