

TERMS OF USE

1. Overview

The terms and conditions contained hereinafter (“**Terms of Use**”) shall apply to your (“**you**”, **your**” or “**User**”) use of the website <<https://www.davintafinserv.com/>> and any other linked pages, images, features and content offered from time to time by Davinta Financial Services Private Limited, a company incorporated under the provisions of the Indian Companies Act 2013 (“**the Company**” or “**we**” or “**our**” or “**us**”) (collectively referred to as “**Website**”).

By accessing the Website and/or using any of the Services through the Website, you acknowledge to have read, understood and you consent to being governed and bound by these Terms of Use and the [privacy 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 Website.

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. 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 current Website usage practices of the Company. Any such changes will be effective immediately. By continuing to use this Website after changes are made, you agree to be bound by the revised/ amended Terms of Use.

3. 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](#).

4. 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 Website, including in relation to the Company Services;

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

5. Representation and warranties

You represent and warrant that you are legally entitled to enter this Website 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.

6. Intellectual Property Rights

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

(a) Copyright

All Content included on the Website, such as text, graphics, logos, button icons, images, artistic works, graphical user interface of the Website, 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 Website 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 this Website 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.

7. Use limitations

The Website, Contents and/or the Services available on the Website are intended solely for personal and non-commercial use by the Users. As a condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use. You are expressly and emphatically restricted from all of the following:

- (a) publishing any Website material or Content in any media;
- (b) selling, sublicensing and/or otherwise commercializing any Website material, Content or the Services of the Company;
- (c) publicly performing and/or showing any Website material or Content;
- (d) using this Website in any way that is, or may be, cause damage, disruption, overburden or otherwise impair the functioning of the Website;
- (e) using this Website in any way that impacts user access to this Website;
- (f) engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- (g) using this Website to engage in any advertising or marketing, except as authorized by the Company in writing to select third parties;
- (h) "deep-linking", "page-scraping", use of "robots", "web-spiders", "web-crawlers" 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 Website or its materials and Content or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents, Content or information through any means not purposely made available through the Website; and
- (i) gain or attempt to gain unauthorized access to the Website or any part thereof, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means

8. Geographical Extent

The Website and Services can be accessed in and from all jurisdictions across the world. We make no representation that materials or Content available through our Website and Services are appropriate or available for all these jurisdictions. If you access or use the Website from a country or location apart from India, you are solely responsible for compliance with necessary laws and regulations for use of the Website, in your jurisdiction.

9. License to the Contents of the Website

Any Content provided on the Website is owned by the Company. Unless otherwise indicated on the Website, all Content provided in the Website 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 Website 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.

10. Limitation of Liability

We take no responsibility for any loss or damage suffered as a result of our Services supplied through the Website, 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 this Website 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 Website, or for any security breach or any virus, bug, unauthorized intervention, defect, or technical malfunctioning of the Website, 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 Website or the Content. Further, the Company shall not be liable to you for any temporary disablement, permanent discontinuance or modification of the Website 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 Website; (b) any delay or inability to use the Website; (c) the provision of or failure to provide any information or Services obtained through the Website; (d) or otherwise relating to the use of the Website 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.

11. Termination (Temporary and Permanent Disablement)

We reserve the right to modify, change, alter or discontinue any aspect of the Website including the description of the Services at any time. Unless otherwise provided in these Terms of Use, your

right to use of the Website 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 Website.

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

12. Governing Law, Settlement of Disputes and Jurisdiction

These Terms of Use and any dispute or claim arising under it will be governed by and construed in accordance with the laws of India. The User agrees that any legal action or proceedings arising out of these Terms of Use or in connection with these Terms of Use may be brought exclusively in the competent courts/ tribunals having jurisdiction in Bengaluru, India and irrevocably submit themselves to the jurisdiction of such courts/ tribunals.

13. Indemnity

You agree to indemnify us and other persons involved in the creation of this Website for all damages, losses and costs (including legal costs) which arise out of or relate to your use of this Website 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.

14. Links to Third Party Websites

This Website 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 Website 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).

This Website, the Contents and/ or any Services under this Website are accessed via the World Wide Web, which is independent of the Website. 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.

15. Force Majeure

The Company shall be under no liability whatsoever in the event of non-availability of the Services or any portion of the Website 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.

16. Entire agreement

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

17. 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.

18. 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.

19. Complaints and Grievance Redressal

Any complaints or concerns with regards to content of this Website, 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/Ms *Saloni Laddha* (Grievance Officer)
Designation: *Company Secretary*
Email: [*sladdha@davintafinserv.com*]

20. Contact information and customer care

For any queries on the use of the Services, please get in touch by emailing us at [*customer care@davintafinserv.com*] or calling us on [*9900046456*].