

Terms and Conditions

By proceeding, you (**"You" / "Partner"**) agree to be legally bound by these Terms and Conditions (**"Terms"**) encompassing the access to and use of <https://partner.dhanipay.in/> website (**"Dhani Partner Portal" / "Portal"**). In order to use the Dhani Partner Portal you must first agree the Terms. By accessing, browsing or otherwise using the Dhani Partner Portal, you are agreeing to be bound by the Terms and concluding a legally binding contract with Transerv Limited (**"Transerv"**). Please do not access or use the Dhani Partner Portal if you do not agree with any of the Terms provided below or are unable to be bound by them. In addition, if you visit any of our partners' websites/ Portals or arrive at our Portal through one of our many partners' websites/ Portals, you may also be subject to the terms and conditions of the website/ Portal of our partners. As a condition of your access to and use of the Portal, you hereby agree that you will comply with all applicable laws and regulations when using the Portal. You should read the Terms and access and read all further linked information, if any, referred to in these Terms, as such information contains further terms and conditions that apply to you as a user of the Portal. Such linked information including but not limited to Transervs' privacy policy (**"Privacy Policy"**) is hereby incorporated by reference into these Terms:

1. Definitions

1.1 **"Affiliate"** shall mean, in relation to any Party, a person who controls, is controlled by, or is under the common control with such Party. For the purpose of these Terms, and **"Person"** means any individual, company, firm, corporation, a partnership, trust or any other entity or organization or other natural or legal person.

1.2 **"Applicable Law"** shall mean and include all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court, having jurisdiction over the matter in question, whether in effect as of the date of execution of these Terms or thereafter.

1.3 **"Confidential Information"** means all data and information concerning the organization, business, proprietary information, technology, trade secrets, and platform processes including methods of preparation, test data, technical data, algorithms, designs, specifications, systems and procedures, computer programs, software developments, source codes, object codes, prospective methods and ideas, finance, transactions or affairs of the Party, submitted by one Party to the other Party, whether conveyed orally or in writing, and irrespective of whether such information is marked as confidential or not, and includes without limitation, personal information of Clients.

Confidential Information shall not include information, technical data, or know-how which: (i) was in the possession of, or demonstrably known by, the Receiving Party before its receipt from the Disclosing Party; (ii) is in the public domain at the time of disclosure, not as a result of any inaction or action of the Receiving Party; (iii) is approved for release by the Disclosing Party in writing; or (iv) is independently developed by the Receiving Party without reliance on or use of the Confidential Information. "Confidential Information" includes the fact of these Terms.

1.4 "**Intellectual Property Rights**" means and includes collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (a) patents, patent applications, patent disclosures, patent rights, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (b) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (c) rights in trademarks, trademark registrations, and applications thereof, trade names, service marks, service names, logos, or trade dress; (d) rights relating to the protection of trade secrets, processes and confidential information; and (e) internet domain names, Internet and World Wide Web (WWW) URLs or addresses; (f) mask work rights, mask work registrations and applications thereof; and (g) all sui generis database rights, ideas, inventions (whether patentable or not), invention disclosures, improvements, technology know-how, show-how, trade secrets, formulas, systems, processes, designs, methodologies, works of authorship, databases, content, graphics, technical drawings, statistical models, algorithms, modules, computer programs, technical documentation, business methods, work product, intellectual and industrial property licenses and proprietary information.

2. **INTERPRETATION**

In these Terms, unless the context otherwise requires:

- a. the words importing singular shall include plural and vice versa and the words denoting natural persons shall where the context admits, include partnerships, firms, companies, corporations, associations, organizations or other entities (whether or not having a separate entity);
- b. the headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of these Terms;
- c. the words "include" and "including" are to be construed without limitation;
- d. any reference to "**writing**" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including email) and other means of reproducing words in visible form but shall exclude text messages via mobile phones.
- e. reference to these Terms or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other

instrument as the same may from time to time be amended, varied, supplemented or novated.

3. Registration

3.1 Registration Process

To register on the Portal, the Partner must complete the registration process using a valid mobile number or email, including successful OTP verification where applicable, and provide all information required by Transerv from time to time. Such information may include, without limitation, name, mobile number, email address, PAN details, date of birth, and other location, identification and payout-related information.

Registration shall be deemed complete only upon submission of accurate, current, and complete information. Transerv reserves the right to suspend, restrict, or deny access to the Portal where the information provided is found to be incomplete, incorrect, misleading, or unverifiable.

3.2 Account Responsibility

The Partner is solely responsible for maintaining the confidentiality of login credentials and for all activities undertaken through their account. Any activity performed through the Partner's registered account shall be deemed to have been undertaken by the Partner. You undertake that:

- a) You shall be solely responsible for maintaining confidentiality of the login credentials, and to the extent allowed by law, you hereby accept responsibility for all activities on the Account authenticated through the login credentials, whether authorized or not. You agree to keep login credentials confidential and secure, and you shall not give or make login credentials available, directly or indirectly, to any unauthorized individual. You acknowledge and agree that if you allow, whether through action or inaction, a person to gain access to the login credentials, with or without permission, you are authorizing that person to use the Portal through the your account, and you shall be responsible for all actions that result from such access, even if you did not want the actions performed, and even if they are unauthorized or fraudulent. Transerv shall not be held liable in any manner whatsoever for lack of any such authorization whilst creating the Account.
- b) Transerv cannot and will not be liable for any loss or damage arising from or arising out of your use of the Portal, theft of the login credentials, use of the login credentials or release of the login credentials to a third party or your authorization to allow another person to access and use the Portal using the account.
- c) In case of any misappropriation or unauthorised access of the account, you agree to communicate the same to Transerv immediately. You shall further ensure that you exit/ logout from the account at the end of each session. Transerv shall not be liable for any loss or damage arising from your failure to comply with this provision. You may be held liable for

losses incurred by Transerv or any user or visitor of the Portal due to authorised or unauthorised use of the Account, as a result of your failure in keeping the login credentials confidential.

- d) You agree that the information provided by you to Transerv, at all times (including during registration), will be true, accurate, up-to-date, and complete. You further agree that if you provide any information that is untrue, inaccurate, not up-to-date or incomplete or becomes untrue, inaccurate or incomplete or if Transerv has reasonable grounds to suspect that such information is untrue, inaccurate, not up-to-date, incomplete or not in accordance with the these Terms, Transerv shall have the right to indefinitely suspend or terminate or block access to the Account on the Portal and refuse to provide you access to the Portal. You are advised to use due caution when providing any information to Transerv accordingly.

3.3 Single Account Policy

Each Partner is permitted to maintain only one account on the Portal. Multiple registrations using different mobile numbers, email IDs, or identities may result in suspension or permanent deactivation.

4. Portal Usage

4.1 Permitted Use

The Portal is provided solely for the purpose of sourcing and submitting loan leads to Transerv's empanelled lending partners and for tracking lead status, earnings, and payouts. Any use beyond this stated purpose is strictly prohibited.

4.2 Lead Submission

Partners may submit loan leads individually or through bulk upload, subject to the Portal's validation and deduplication rules. Submission of a lead does not guarantee acceptance, processing, approval, or disbursement of the loan.

4.3 Deduplication and Lead Ownership

All leads submitted are subject to automated deduplication checks across Transerv's systems and lender records. Transerv's deduplication logic, lead acceptance, rejection, or classification as duplicate shall be final and binding.

Where accepted, lead ownership shall remain valid for a maximum of fifteen (15) days from the date of creation unless the lead is disbursed or rejected earlier.

4.4 Attribution Responsibility

Earnings are attributable only where the customer initiates and completes the loan application using the Partner's unique application or referral link. The Partner acknowledges that ensuring correct usage of such link by the customer is solely the Partner's responsibility.

4.5 SMS Usage

SMS functionality is provided solely to share application links with customers. Daily SMS limits are enforced at the Partner level and may be modified by Transerv at its discretion. Exhaustion of daily limits shall temporarily restrict SMS usage without liability to Transerv.

5. Track Earnings

5.1 Earnings Eligibility

Partners shall be eligible to earn commissions only on leads that result in successful loan disbursements and are correctly attributed to the Partner through the Portal's tracking mechanisms. No earnings shall accrue for rejected, expired, or unattributed leads.

5.2 Milestone-Based Earnings

Earnings are calculated based on milestone completion, as displayed on the Portal. The Partner must complete the first milestone to unlock payout eligibility. Upon successful claim of earnings, milestone progress shall reset, and a new earning cycle shall commence.

5.3 Earnings Display and Accuracy

The earnings, milestone progress, and disbursement information displayed on the Portal are indicative and subject to reconciliation with lender data. Transerv reserves the right to revise earnings in case of discrepancies, reversals, or lender-side corrections.

5.4 Payout Claims

Partners may claim eligible earnings only through the payout options made available on the Portal. Successful claim initiation shall trigger invoice generation and payout processing as per the stated timelines.

6. Representations and Warranties of Partner

The Partner hereby represents and warrants to and covenants as follows:

- a) It shall perform its obligations under these Terms in the most efficient and effective manner.
- b) It is duly incorporated, validly existing and in good standing under the laws of India and has full power and authority to access and use this Portal and bind itself with these Terms and to perform each and every covenant and term herein contained.
- c) These Terms have been, read, understood and agreed to by the Partner and constitutes a valid, binding and legally enforceable document.
- d) The signatory of the Partner has due authority and power in its favour to use and access and bound by these Terms and such authority and power is valid and subsisting till this date.
- e) The Partner has obtained or will obtain all the necessary consents, authorizations and licenses, if required, to perform its obligations under these Terms and shall ensure such authorizations and licenses are valid and operational.
- f) The Partner shall continue to comply with all rules, regulations, statutes and other applicable laws in connection with the obligations under these Terms.

7. CONFIDENTIALITY

The Partner shall not disclose any confidential and proprietary information belonging to the other Party, to any third party, without the express written

permission of Transerv, except for the purpose of these Terms. The information disclosed to the Partner will be used only for the purpose specified in these Terms. This Clause shall not apply to information that is: (a) in the public domain; b). already known to the Partner at the time of disclosure; or c) rightfully obtained by the Partner on a non-confidential basis from a third party.

In the event of a breach or threatened breach by Partner of the aforesaid clause, Transerv, shall be entitled to injunctive relief in addition to monetary damages to restrain the Partner from any such breach, threatened or actual. The provisions of the aforesaid clauses shall survive the termination and expiry of these Terms.

8. PRIVACY & DATA

Any third party data and/or personal information that may be obtained or used by either party or their affiliates in connection with the Advisory Services and/or the transaction contemplated under this Terms ("**Data**") will be collected, used, stored and maintained according to (a) generally accepted data collection standards and applicable law and (b) such party's privacy policy detailing such party's data practices, which shall be published during the Term. Each party (or its applicable affiliates) shall own, and shall not be required to share, any Data that it maintains or collects with respect to the Terms. A party's Data shall be deemed the Confidential Information of such party.

The Parties (including their personnel) shall ensure that they comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the Data Protection Legislation.

For the purpose of this Terms,

"Data Protection Legislation" means the legislation and regulations relating to the protection of Organization Data, Personal Data and processing, storage, usage, collection and/or application of Organization Data /Personal Data or privacy of an individual including (without limitation):

- The Information Technology Act, 2000 (as amended from time to time), including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules"), the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021; Digital Personal Data Protection Act, 2023 and any other applicable rules framed thereunder;
- All other industry guidelines (whether statutory or non-statutory) or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any regulator to any of the Parties; and

- Any other Applicable Law solely relating to the protection of Organization Data and/or Personal Data and processing, storage, usage, collection and/or application of such Data.

“Personal Data” shall have the same meaning as ascribed to the term ‘Sensitive Personal Data or Information’ under the Privacy Rules (as amended from time to time).

“Personal Information” shall have the same meaning as ascribed to the term ‘Personal Information’ under the Privacy Rules (as amended from time to time).

“Organization Data” shall mean technical and non-technical information including but not limited to product information, plans, pricing information, financials, marketing philosophy, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae and algorithms, customers’ financial and accounting information, customer accounts/ database, training material, processes, organizational structure, business initiatives, business requirements, systems design, methodologies, engineering design, models, processes, competitive advantages and disadvantages, financial results, product features, software applications, systems, operations, technology, product development, advertising or sales programs.

9. **INDEMNITY**

You shall indemnify and hold harmless Transerv, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any and all claims or demands, or actions including reasonable attorneys’ fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, Privacy Policy and other policies, or your violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third party.

10. **Disclaimer of Warranties**

THE PORTAL AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PORTAL ARE PROVIDED BY TRANSERV ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TRANSERV MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PORTAL, THE ACCURACY OR COMPLETENESS OF THE CONTENT AND THE ACCURACY OF THE INFORMATION. TRANSERV SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENTS OR INFORMATION. YOU EXPRESSLY AGREE THAT THE USE OF THE PORTAL IS AT YOUR OWN DISCRETION AND SOLE RISK AND THAT YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ANY TRANSACTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRANSERV OR THROUGH OR FROM THE PORTAL OR CONTENT SHALL CREATE ANY WARRANTY. TRANSERV WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PORTAL OR THE CONTENT INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, TRANSERV DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PORTAL AND IT'S CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHER, TRANSERV AND ITS SERVICE PROVIDERS, AFFILIATES, BUSINESS PARTNERS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

11. Limitation of Liability

IN NO EVENT SHALL TRANSERV, OR [ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND GROUP COMPANIES]. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PORTAL; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SECURE SERVERS AND/OR ANY AND ALL PERSONAL AND/OR BUSINESS AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES ON THE PORTAL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PORTAL BY ANY THIRD PARTY; (VI) [ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES, YOUR FAILURE TO KEEP LOGIN CREDENTIALS OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL]; AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PORTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TRANSERV IS ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES. TRANSERV SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTY VENDORS ACCESSED THROUGH THE PORTAL.

12. AUDIT AND INSPECTION

Partner hereby agrees and acknowledges that subject to prior written notice of three (3) days- (i) TRANSERV shall be entitled to access the Partner's records, other necessary information given to, stored or processed by it in connection with its obligations/ Service(s)/transactions hereunder and conduct audits/inspection by its internal or external auditors and obtain copies or review reports and findings thereof. (ii) The concerned regulator RBI and/or other competent authority or persons authorised by it shall be entitled to access the Partner's documents, records and other necessary information given to, stored or processed by Partner in relation to this Terms, within a reasonable time. They shall be entitled to cause an inspection to be made on The Partner and its books and account relating to the subject matter by one or more of its officers or employees or other persons, in respect of the Terms.

However, the Parties agree that the aforementioned requirement of notice will not be applicable in an event the access to Partner's record by TRANSERV is warranted pursuant to instructions received from regulator, statutory or judicial authority. Statutory, regulatory, judicial or any authority vested with such rights shall be entitled to cause an inspection to be made on The Partner and its books and account by one or more of its officers or employees or other persons, in relation to this Terms.

In addition to the above, if the audit finding confirms that The Partner is engaging in fraud or abuse, then TRANSERV reserves the right to immediately suspend/disable the Services until TRANSERV completes its own investigation of the matter. This Clause shall survive the termination of this Terms.

- 13.** Partner agrees that in connection with this Terms and to the extent directed by applicable laws/regulators and relevant market practice, it shall: i) have reasonable security practices, monitoring and control processes and checks in place; ii) isolate and clearly identify customer's information, documents/details and preserve the documents/data that are directly in relation to this Terms and its obligations under hereunder; iii) ensure it has developed and established a robust framework for documenting, maintaining and testing business continuity and recovery procedures and the same are tested periodically; iv) implement appropriate cyber security measures and systems and otherwise use reasonable endeavors to maintain its cyber security; v) the related details of the Clients shall be kept within the boundaries of India and it shall implement baseline cyber

security controls; vi) shall disclose/immediately notify each other & the regulators, in the event of any leakage of confidential information and/or any breaches in the security practices/ processes and controls which leads to swipe off of the data or a breach in the security in relation to the terms contemplated here-under.

14. Transerv reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time and will notify you by email or post a conspicuous notice on the Portal in the event of any material revisions to these Terms. It is your sole responsibility to review these Terms periodically for updates or changes. Your continued use of the Portal following the posting of changes shall be deemed to mean that you accept and agree to the revisions made to the Terms. As long as you comply with these Terms, Transerv grants you a personal, revocable, non-exclusive, non-transferable, limited privilege to access and use the Portal.

15. Agreement to receive Communication

- a) You hereby by way of accepting these Terms consent to the receipt of communication from Transerv by way of Short Message Service (SMS) messages, Rich Communication Services (RCS) messages, WhatsApp messages, e-mails, promotional, marketing calls and newsletters. These communications could relate to your registration, transactions that you carry out through the Portal and promotions that are undertaken by Transerv.
- b) Transerv may, from time to time, announce certain offers with intent to promote its Portal and/or services ("**Promotional Offer(s)**"). The Promotional Offer(s) would always be governed by these Terms of Service plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these Terms of Service, to the extent they may be in conflict with these Terms of Service. Transerv reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

16. Links to Third Party Websites

The Portal may contain or provide links and interactive functionality interacting with the websites or resources of third parties. Since Transerv has no control over such third-party websites and resources, you acknowledge and agree that Transerv is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites or resources. You further acknowledge and agree that Your interaction with any third party accessed through the Portal is at your own risk and Transerv shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged

to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, Transerv strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

17. Use of the Portal

- a. You agree, undertake and covenant that, during the use of the Portal, you shall not host, display, upload, modify, publish, transmit, store, update or share any information that:
 - i. belongs to another person or entity and to which you do not have any right;
 - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another person's privacy, insulting or harassing on the basis of gender, hateful or racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent or contrary to the laws in force in any manner whatsoever;
 - iii. is harmful to children;
 - iv. is misleading in any way;
 - v. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - vi. infringes upon or violates any third party's rights including, but not limited to, any patent, trademark, copyright or other proprietary rights or intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number);
 - vii. Impersonates another person or provides instructional information about illegal activities such as violating someone's privacy or providing or creating computer viruses;
 - viii. tries to gain unauthorized access or exceeds the scope of authorized access to the Portal or to profiles, blogs, communities, account information, bulletins, or other areas of the Portal or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Portal;
 - ix. engages in commercial activities without Transerv' prior written consent such as engages in contests, sweepstakes, barter, advertising etc;
 - x. interferes with another user's use of the Portal;
 - xi. refers to any website or URL that, in Transerv' sole discretion, contains material that is inappropriate for the Portal or any other

website, contains content that would be prohibited or violates the letter or spirit of these Terms;

- xii. deceives or misleads the addressee/ users about the origin of the messages or knowingly and intentionally communicates any information which is patently false or misleading or grossly offensive or menacing in nature but may reasonably be perceived as a fact;
 - xiii. 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;
 - xiv. 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 cognisable offence or prevents investigation of any offence or is insulting other nation;
 - xv. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; and
 - xvi. violates any law for the time being in force.
- b. In no event and under no circumstances shall Transerv be held liable to you for any liabilities or damages resulting from or arising out of your use of the Portal. You shall not use anyone else's account at any time.

18. Users Posts and Reviews

- a. The Portal may allow you to post certain content, data or information belonging to you, such as reviewing and allowing you to share your experience and views about a particular product/ service, and rate product/ service, post your comments and reviews in relation to the product/ service on the Portal on specific pages of the Portal, as well as submit/ post any suggestions, comments, questions or other information to Transerv using the Portal (collectively referred to "**User Content**").
- b. You, being the originator of the User Content, are responsible for the User Content that you upload, post, publish, transmit or otherwise make available on the Portal. You represent and covenant that you have obtained all relevant consents and approvals in order to post any User Content and shall not post any content relating to or owned by a third party for the promotion or sale of products/ services of such third party. You further represent that all such User Content will be in accordance with applicable laws. By sharing or submitting any content including any data and information on the Portal, you agree that you shall be solely responsible for all content you post on the Portal and Transerv shall

neither be responsible or liable for any User Content you make available on or through the Portal nor endorse any User Content on the Portal. Transerv reserves the right to remove any third-party marketing material and disable access to the User Content on the Portal.

- c. You hereby grant Transerv 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 User Content and create derivative works of the User Content. You represent and warrant that you own or otherwise control all of the rights to the User Content that you post or that you otherwise provide on or through the Portal; and that, as at the date that the User Content is posted or submitted on the Portal: (i) the User Content is accurate; (ii) use of the User Content you supply does not breach these Terms; and (iii) that such User Content is lawful.
- d. You further represent and warrant that while posting any User Content on the Portal you shall not use any unlawful, offensive, libellous, derogatory, hateful or racially or ethnically objectionable language or other material or content that would violate rights of publicity and/or privacy or that would violate any applicable law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Portal.

19. Content and Intellectual Property Rights

- e. Except for User Content, all of the content and services and products provided on the Portal, including text, software, scripts, code, designs, graphics, photos and other content and the copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated therewith is owned by Transerv or others (including without limitation, the third party service providers or participants) that Transerv licenses such content from, and is protected by copyright, trademark, patent and other intellectual property laws.
- f. You hereby acknowledge that the services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by Transerv and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Transerv and such others. You thereby agree to protect the proprietary rights of Transerv during and after the term of these Terms.

You may not selectively download portions of the Portal without retaining the copyright notices or modify it, or any portion of it, except with express written consent of Transerv. You may download material from the Portal only for your own personal use and for no commercial purposes whatsoever.

- g. This Portal or any portion of this Portal (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Transerv.
- h. Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available remedies under applicable laws of the country.

20. Termination of access to the Portal

- a. Your Account can be terminated at any time by:
 - i. You, by ceasing to use the Portal.
 - ii. Transerv, in its sole discretion for any reason or no reason, including your violation of these Terms or lack of use of Portal. You acknowledge that the termination of access to the Portal may be affected without any prior notice, and Transerv may immediately deactivate or delete the Account and all related information and/or bar any further access to the Account or the services.

21. Rights & Reservations

- a. Transerv reserve the right to:
 - i. Make all decisions in relation to inter alia your registration with Transerv;
 - ii. Give you a username, different from the username chosen by you, if it impersonates an already existing username, or if Transerv feels it is otherwise inappropriate;
 - iii. Request additional documents and additional information from you for the purpose of your registration as a user with the Portal; and
 - iv. Deny access to the Portal or any portion thereof without notice for the following reasons (i) any unauthorized access or use by you (ii) attempt(s) to assign or transfer any rights granted to you under these Terms; (iii) violation of any of the provisions of the Terms or any applicable laws.

22. Disclaimer of Warranties

THE PORTAL AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PORTAL ARE PROVIDED BY TRANSERV ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT

REPRESENTATIONS OR WARRANTIES OF ANY KIND. TRANSERV MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PORTAL, THE ACCURACY OR COMPLETENESS OF THE CONTENT AND THE ACCURACY OF THE INFORMATION. TRANSERV SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENTS OR INFORMATION. YOU EXPRESSLY AGREE THAT THE USE OF THE PORTAL IS AT YOUR OWN DISCRETION AND SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ANY TRANSACTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRANSERV OR THROUGH OR FROM THE PORTAL OR CONTENT SHALL CREATE ANY WARRANTY. TRANSERV WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PORTAL OR THE CONTENT INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, TRANSERV DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PORTAL AND IT'S CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHER, TRANSERV AND ITS SERVICE PROVIDERS, AFFILIATES, BUSINESS PARTNERS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

23. Limitation of Liability

IN NO EVENT SHALL TRANSERV, OR [ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND GROUP COMPANIES]. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PORTAL; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SECURE SERVERS AND/OR ANY AND ALL PERSONAL AND/OR BUSINESS AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES ON THE PORTAL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PORTAL BY ANY THIRD PARTY; (VI) [ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES, YOUR FAILURE TO

KEEP LOGIN CREDENTIALS OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL]; AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PORTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TRANSERV IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRANSERV SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTY VENDORS ACCESSED THROUGH THE PORTAL.

24. Privacy Policy

By using the Portal, you hereby consent to the use of your information as we have outlined in our Privacy Policy. The Privacy Policy explains how Transerv treats your personal information when you access the Portal and use other ancillary services. Please review the Privacy Policy, which also governs your visit to the Portal, to understand Transerv' practices. The personal information/data provided to Transerv by you during the course of usage of the Portal will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the Portal.

25. Assignment

Transerv reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under these Terms to any third party.

26. Governing Law

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. All disputes arising out of these Terms shall be subject to the exclusive jurisdiction of competent courts of Delhi.

27. Severability and Waiver

These Terms, the Privacy Policy and other referenced material herein or on the Portal, are the entire agreement between you and Transerv with respect to the products/services offered on the Portal and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Transerv with respect thereto and govern the future relationship. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

28. Grievance Redressal Officer

The Customer grievance would be handled as per the Customer Grievance Redressal Mechanism placed on the website and app which may be updated from time to time. The Customer can follow the redressal mechanism to lodge complaint if they are not satisfied with the services rendered by Transerv. The complaint can be sent to partner-support@dhani.com

29. How to Contact Transerv

If you have questions or concerns about these Terms, please contact Transerv at the following email address: partner-support@dhani.com