

## Dvara E-Dairy Solutions Private Limited Terms and Conditions Policy

These are the Terms and Conditions of Dvara E-Dairy Solutions pursuant to the Information Technology Act, 2000 and rules made thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. These terms and conditions are mandatory for the users of Dvara E-Dairy Solutions, it however, does not require any physical or digital signatures.

The Terms and Conditions 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, privacy policy and terms of use for access or usage of Platform.

Dvara E-Dairy Solutions (hereinafter referred to as “Dvara”) is a company incorporated in India under the Companies Act, 2013. Dvara has its registered office at Chennai, Dvara owns, develops, manages and operates the website and App *i.e.*, <https://dvaraedairy.com> and **Dvara Surabhi Index** App (collectively referred to as “**Platform**”) which offers you access and use of the Platform and the opportunity to avail the services offered on the Platform. We request you to read the contents of Below terms and conditions carefully before

Signing-up, and by clicking “Submit”, you agree to be bound by these Terms and Conditions, Privacy Policy and the Disclaimer provided at the Platform and any amendment thereof and have entered into a legally binding contract with Dvara E-Dairy Solutions. If the same are not acceptable to you, we request you to not signup or avail our service.

In the event of any inconsistency between the Terms and Conditions and the Privacy Policy, the Terms and Conditions supersede the Privacy Policy.

### Definitions

1. **“User** shall mean the persons who access the Platform and are capable of entering, performing and adhering to the Terms and Conditions and that You agree to be bound by the Terms and Conditions. In case of the User being under the age of 18, Dvara presumes lawful parental consent in case the Personal Information is shared by a User under the age of 18 years and the Platform is intended for the use only by Citizens of Republic of India, and Residents of the Republic of India.
2. **“Platform”** Platform shall mean the Website <https://dvaraedairy.com> and the App **Dvara Surabhi Index** (both Android & iOS application).
3. **“Privacy Policy”** shall mean the privacy policy published on the Website, which is currently available <https://dvaraedairy.com>.
4. **“Laws”** shall mean all laws, ordinance, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Governmental authority having jurisdiction over the relevant matter as such which are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time-to-time hereafter.

Terms of Use: By agreeing to the Terms & Conditions, the User Declares:

1. Users are required to register for an Account and have to provide information and data ("**Personal Information**") classified as 'Sensitive Personal Information' under Regulation 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("**SPDI Rules**").
2. Dvara is bound by and complies with the Information Technology Act, 2000, and rules and regulations made thereunder. In accordance with the Section 43A of Information Technology Act, 2000, Dvara is obliged to maintain reasonable security procedures to safeguard the user data received or provided by the User.
3. Personal Information provided by the User belongs to the User. In the event, User wants to access or update any earlier provided information, User can change through entering the Website/ App and make changes as required. Some of the changes made or proposed by the User may require user to provide documentary evidence. In any event, upon your written request, Dvara has a legal obligation and will provide every Registered User of the Website and Services with a readable copy of the personal data that we keep about you. As an added security measure and regulatory requirements, we may require additional proof of identity prior to such disclosure.
4. You have right(s) not to provide any Personal Information on the Website or any third party website(s). It is not mandatory to provide your Personal Information, however, we will be able to provide you the Services only when You disclose certain Personal Information, as requested in the process. If you intend to use the Services, it is solely at your own discretion, and after reading, confirming and in conjunction with the Terms & Conditions, privacy policy, and any other policies as provided on the Website.
5. User confirms that He/She has neither received nor have been induced by any rebate or gifts, directly or indirectly and no obligation was imposed on the User to avail the execution services offered by Dvara.
6. User allows Dvara to collect Personal Information and/or Sensitive Personal Information (as defined under Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) for the purpose for which it has been authorised to collect such information; and Dvara to use such Personal Information and/or Sensitive Personal information.
7. User hereby allows Dvara to provide electronic confirmation feeds to regarding acceptance of the Terms and Conditions by the User for doing online electronic transaction and such other confirmation/document/details as may be required by from time to time relating to the User as may be required under applicable laws.
8. User hereby authorizes Dvara & its representatives & agents to provide Promotional information about various products, offers and services provided by them or their partners through any mode including telephone calls, Emails, SMS, letters etc. and you confirm that laws in relation to unsolicited communication referred in National

Do Not Call E-Dairy Solutions as laid down by the Telecom Regulatory Authority of India will not be applicable for such information/communication.

9. The terms and conditions herein, inter-alia, govern the eligibility for Dvara's Services and other conditionality of the Program.
10. Dvara reserves the right in its sole discretion to discontinue, cancel or suspend the Program at any time without any prior intimation.
11. By participating, you are deemed to have fully and unconditionally accepted these terms and conditions, standard terms and conditions, terms of use and the privacy policy of the Platform.
12. Dvara reserves the right to modify these terms and conditions, including the timelines as prescribed above, at any time without any prior intimation and it is the User's responsibility to always review the Terms and Conditions prior to carrying out any transactions through the App or website. The revised, modified or amended Terms and Conditions will be posted on the app and Website and, by accessing and using the app/website after such revision, modification or amendment is posted, the User is deemed to have consented to such revised version of the Terms and Conditions.

### **13. Risk Factors**

The Website/App, including any content or information on it, any related or linked site, products and services displayed, provided, availed of, licensed or purchased on, through or via the Website/App are provided "as is," without any representation or warranty/Guarantee of any kind, either express or implied, including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for any particular purpose or completeness, Specifically, Dvara disclaims any and all warranties" or guarantees" including, but not limited to -

- i. Any warranties concerning the availability, accuracy, usefulness, or correctness, currency or completeness of information, products or services and
- ii. Any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the laws applicable to the Terms and Conditions. Dvara (uses third party products/links which are not necessarily been screened or reviewed by Dvara and shall not be liable or responsible for any content or other information on the Website/App or on websites/apps linked to or with Dvara. Dvara does not, in any way, certify or warrant the performance, operation, content or availability of the Website/App or such other websites/apps. Although Dvara adopts security measures, which it considers appropriate for the Website/Apps, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access of the data or User ID or password or unauthorised transactions conducted by using the Online Facility to the Website/Apps. Dvara shall not be responsible or liable if any unauthorised person hacks into or gains access to the Website/Apps, or your accounts. This disclaimer of liability applies also to any

damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action. The information and views contained herein are based on information available and believed to be correct to the best of our knowledge.

- iii. DVARA ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR OTHERWISE OF ANY SEARCH RESULTS OR OF THE CONTENT OF ANY SITE/APP INCLUDED IN THE SEARCH RESULTS OR OTHERWISE LINKED TO THE WEBSITE/APP. DVARA SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORISED INTERCEPTION OF E-MAIL TO OR FROM YOU OR DVARA. TO THE EXTENT POSSIBLE, THE DISCLAIMERS, LIMITATIONS ON LIABILITY AND INDEMNITIES AVAILABLE TO DVARA UNDER THE TERMS AND CONDITIONS SHALL MUTATIS MUTANDIS EXTEND AND BE AVAILABLE ALSO TO THE ALLIANCE PARTNERS AND SERVICE PROVIDERS AND ITS/ THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONSULTANTS, SPONSORS, AFFILIATES, CONTENT PROVIDERS AND EVERYONE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE WEBSITE/APP (OR ANY PART THEREOF). HOWEVER, THIS CLAUSE SHALL NOT PROTECT THE AFORESAID PERSONS OR EXTEND TO THEIR OBLIGATIONS AND LIABILITY TO DVARA OR DVARA'S CLAIMS AGAINST THEM.

- 14.** Dvara is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website/App, and is the copyright owner or licensee of the content and/or information on the Website/App including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website/App. All rights on the Website/App are reserved and You may not download and/or save a copy of the Website/App or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of Dvara (except as otherwise provided on the Website/App or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits Dvara or its Partners. However, the User may print a copy of the information on the Website for his/her personal use or records. The Website is for the specific purposes of availing the Services from Us and if the User makes other use of the Website, except as otherwise provided above, the User may be subject to indemnify Us or imposed penalties as under Applicable Laws. Dvara, Partners do not grant any license or other authorization or user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.

**15. Obligations of the User**

User shall not host, display, upload, modify, publish, transmit, update or share any information on the Website/App, that:

- i. belongs to another person and to which You do not have any right to;

- ii. 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 harm minors in any way; iii. infringes any patent, trademark, copyright or other proprietary rights; iv. violates any law for the time being in force;
- iii. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; vi. impersonate another person;
- iv. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource. v. 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 any other nation. Any content and or comment uploaded by You, shall be subject to relevant Indian laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if You are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Website/App, Dvara shall have the right to immediately terminate/block your access and usage of the Website/App and Dvara shall have the right to immediately remove any noncompliant Content and/or comment, uploaded by You and shall further have the right to take recourse to such remedies as would be available to Dvara under the applicable laws.

## **18. Cookie Policy**

To improve the responsiveness and user interface for our Users, Dvara may use "cookies", or similar electronic tools to collect information to assign each User a unique, random number as a User Identification (User ID) to understand the User's individual interests using the identified computer. Unless you voluntarily identify yourself, Dvara cannot know who you are, even if we assign a cookie to your computer. The only Personal Information a cookie can contain is information you supply. A cookie cannot read data off your hard drive. We receive and store certain types of information whenever you interact with us via Website, Mobile Application or service through your computer/laptop/netbook or mobile/tablet/pad/handheld device etc.

## **19. Indemnity**

User agrees and undertakes to defend, indemnify and hold harmless Dvara, Dvara's parent, partner's, subsidiaries, group/associate companies, and Content from any and all claims, loss, liabilities, damages, costs, expenses or any liability that it may suffer, incur or become and proceedings, including reasonable attorneys' fees, arising in any way from his/her use of the Website/App or the placement or transmission of any message, information, software or other materials through the Website/App by the User or users of your ID and password or related to any violation of the Terms and Conditions by User or users of your of your ID and password, and any claims dispute or differences between User and Dvara.

## **20. Termination**

User acknowledges and agrees that Dvara may, without notice, suspend or terminate User's account or deny access to all or part of the Website/App without prior notice if the User engages in any conduct or activities that Dvara in its sole discretion believes violate any of the Terms and Conditions, violate the rights of Dvara, or is otherwise inappropriate for continued access, or if Dvara learns of User's death, bankruptcy or lack of legal capacity or of any other circumstances which impact the User's credit worthiness (which shall be determined at the sole discretion of Dvara) or for any other reason which Dvara thinks fit and proper. User acknowledges and agrees that Dvara may in its sole discretion deny User access through Dvara to any materials stored on the Internet, or to access third party services, merchandise or information on the Internet through the Website/App, and Dvara shall have no responsibility to notify User or third-party providers of facilities, services, merchandise or information nor any responsibility for any consequences resulting from lack of notification. Dvara may also suspend / freeze User's account on directions received from regulatory or statutory authorities.

## **21. Disclosure Policy**

- i. Dvara will only share non-public personal information with third parties in the limited circumstances permitted under law including situations where Dvara needs to share information with entities who work on behalf of Dvara to service or maintain User's account or process transactions as requested by User, when the disclosure is made to a party representing User, or when such information is required by law including inter alia in response to a legal process. Further, Dvara will ensure that any third parties assisting it in marketing its products, are under contractual obligations to protect the confidentiality of information of the users of the Website/App, and to use it only to provide the services to the extent as required under the agreement with Dvara. Dvara recognizes and acknowledges the value and importance of the protection of the User's information. Governing Law & Jurisdiction.
- ii. The Website, the App, the Terms and Conditions, all transactions entered into on or through the Website/App and the relationship between User and Dvara shall be governed by and construed in accordance with the laws of India and no other nation, without regard to the laws relating to conflicts of law. User and Dvara agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the App, the Terms and Conditions, any transactions entered into on or through the Website/App or the relationship between User and Dvara shall be subject to the exclusive jurisdiction of the competent courts located in the city of Chennai, India and User hereby accedes to and accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if Dvara so thinks fit Dvara may institute proceedings against the User in any other court or tribunal having jurisdiction. Dvara accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of India. The mere fact that the Website or the App can be accessed or used or any facility can be availed of in a country other than India would not mean that the laws of such country would be applicable.

## **22. Notices**

Dvara may give notice to the User by e-mail, letter, telephone or any other means as Dvara may deem fit to the address last given by the User. Notices under the Terms and Conditions may be given to Dvara by User in writing by delivering them by hand or by sending them by post to Dvara's address mentioned on the Website. Dvara may, but shall not be bound to, act upon notices and instructions given by User to Dvara by e-mail, letter, telephone or any other means as Dvara may deem fit. In addition, Dvara may (but shall not be bound to) also publish notices of general nature, which are applicable to all users in a newspaper circulating in India or on its Website. Such notices will have the same effect as a notice served individually to each user (including You). Documents which may be sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website Dvara shall be deemed to have duly communicated and delivered any communication or document to the User if such communication or document is sent via electronic mail (e-mail) to the e-mail address provided by the User to Dvara. Dvara shall also be entitled to act on the basis of any instructions received or purported to be received by Dvara from the User by e-mail or other electronic means or via the internet. Dvara shall also be entitled (but not bound) to act upon fax instructions and communications.

## **23. Arbitration**

If any dispute arises between the User and Dvara or Dvara (individually a "Party" and collectively "Parties"), in connection with validity, interpretation, implementation or alleged material breach of the Terms and Conditions, the Parties shall endeavour to settle such dispute amicably. In case of failure of the Parties to settle such disputes within 15 days, either Party shall be entitled to refer the dispute to any arbitrator. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The arbitration proceedings shall be conducted in Chennai, India and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The language of arbitration shall be English.

## **24. No Waiver**

The failure or delay of Dvara to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of Dvara shall be valid unless it is in writing signed by or on behalf of Dvara. A waiver of any right or provision by Dvara on a particular occasion shall not prevent Dvara from enforcing such right or provision on a subsequent occasion.

## **25. Severability**

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgment, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or enforceability shall attach only to such provision or condition, and User, Dvara, the court, tribunal or regulatory or self-regulatory agency or body should endeavour to give effect to the parties' intentions as reflected in the provision to the

extent possible. The validity of the remaining provisions and conditions shall not be affected thereby, and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

#### **26. Limitation**

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website/App or the Terms and Conditions must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

#### **27. Force Majeure**

Dvara shall not be responsible for delay or default in the performance of their obligations due to any natural calamities, contingencies beyond their control including but not limited to war, civil disorder, arson, unavailability of any communication system, virus in the processes, computer hacking, computer crashes. Or acts of government /regulatory authorities.

#### **28. No Obligation for Maintenance**

Dvara has no obligation to monitor the functioning of the Website/App. However, User acknowledge and agree that Dvara has the right to monitor the functioning of the Website/App electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other statutory requirements, to operate the Website/App properly or to protect itself or its Service Providers, Alliance Partners, Visitors, Users. Dvara reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the Terms and Conditions.

#### **29. No Agency**

The Terms and Conditions and User use of or access to the Website/App are not intended to create an agency, partnership, joint-venture or employer-employee relationship between User and the Website/App, Dvara, any Partner except where otherwise specifically agreed or appointed.

#### **30. Miscellaneous**

The clause headings in the Terms and Conditions are only for convenience and do not affect the meaning of any provision and shall not be taken into account in interpreting or limiting the scope of the provisions of the Terms and the Conditions. Dvara may sub-contract or employ agents to carry out any functions or services relating to the Website/App or any of its obligations under the Terms and Conditions. Dvara may from time to time send by e-mail or otherwise, information relating to products and services offered by it or the Partners or any other entities, general information related to financial and other services, advertisements of various products and services etc. to You.



Users must at their own cost:

- i. provide for their own access to the World Wide Web and pay any service fees, telephone charges and online service usage associated with such access, and
- ii. provide all equipment necessary for User to make such connection to the World Wide Web, including a computer and modem.

The content presented at the Website may vary depending upon your browser limitations.

### **31. Grievance Redressal**

Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to Grievance Officer, at **edairy@dvara.com** or write at the following address:

**Ms. Shakila Ramanathan**

Grievance officer for Dvara E-Dairy Solutions Private Limited  
10<sup>th</sup> Floor, Phase 1  
IIT-Madras Research Park  
Kanagam Village  
Taramani, Chennai - 600113

We request the User to please provide the following information in his/her complaint:

1. Identification of the information provided by User.
2. Clear statement as to whether the information is personal information or sensitive personal information.
3. User address, telephone number or e-mail address.
4. A statement that You have a good-faith belief that the information has been processed incorrectly or disclosed without authorization, as the case may be.
5. A statement, under penalty of perjury, that the information in the notice is accurate, and that the information being complained about belongs to User.