

TERMS AND CONDITIONS

These are the Terms and Conditions of Dvara E-Registry Private Limited (hereinafter referred to as “**Dvara E-Registry**” or “**Us**” or “**Our**” or “**We**”) 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** and the rules, amendments, and guidelines made thereunder.

Dvara E-Registry is a company incorporated in India under the Companies Act, 2013, with its registered office at 10th Floor, IIT Madras Research Park, Kanagam Village, Taramani, Chennai 600113, which offers its Customers (*as defined below*) Services (*as defined below*). Further, it owns, develops, manages, and operates its Website (*as defined below*) and associated Mobile Application(s) (*as defined below*) through which certain Services maybe availed by the Customer and for this, Dvara E-Registry provides the Customers with the right to access and use of the Platform (*as defined below*) which includes the opportunity to avail the Services offered on/ through the Platform.

By signing up, clicking “**Submit**” / “**Agree,**” or continuing to use the Platform or continuing to avail any of the Services (*as the case may be*), you agree to be bound by these **Terms & Conditions (“DER T&C”)**, the **Privacy Policy**, the **Consent Form**, and any amendments thereto, forming a legally binding contract with **Dvara E-Registry**. If you do not agree, please refrain from using the Platform or availing the Services (*as the case may be*).

The DER T&C specified herein does not require any physical or digital signatures and can be accepted via digital consent provided as part of the Customer’s acceptance of the DER T&C and continued availment of the Services provided by the Service Partners and/ or Dvara E-Registry directly or through the Facilitators.

In case of any inconsistency, the **DER T&C** shall prevail over the **Privacy Policy**, while the **Consent Form** shall supersede the **DER T&C** to the extent required.

1. Definitions:

- a. “**Agri Input-Output Support Services**” shall mean such services offered by Dvara E-Registry as mentioned in Part A, Annexure-I to this DER T&C.
- b. “**Consent Form**” or “**Consent**” shall be deemed to mean the consent provided by the Customer for the collective case of use, access to, transmission of, storage of, and for other allied purposes as may be required of the information/data provided by the Customer to Dvara E-Registry for the purpose of facilitating and/ or provision of Services.
- c. “**Facilitators**” shall mean the third-party entities assisting Dvara E-Registry in facilitating/ providing the Services to the Customer. Currently, Dvara E-Registry has engaged the services of the below Facilitators:

S.No.	Entity	Purpose
1.	Grey Swift Private Limited	For the execution of loan documentation(s) between the Customer and the Lender Partner in case the Customer avails a loan from the Lender Partner.
2.	Dvara Solutions Private Limited	For the management of the loan availed by the Customer from the Lender Partner.
3.	Easebuzz Private Limited	For the purpose of generating a payment link through which the Customer shall make repayment of the loan to the Lender Partner.
4.	Surepass Technologies Private Limited	For the verification of the KYC documents of the Customer, as may be required/ mandated by the Service Partner for the availment of a Service by the Customer.

5.	Solv Technologies Private Limited (2factor)	For the provision of updates with respect to the loan application to the Customer via SMS.
6.	CRIF High Mark Credit Information Services Private Limited	For the purpose of verifying the CIBIL score of the Customer, as may be required/ mandated by the Service Partner for the availment of a Service by the Customer
7.	VoZZo AI Labs Private Limited	For the purpose of capturing the interest of the Customer in the Service(s) offered/ facilitated (<i>as the case may be</i>) by Dvara E-Registry and/ or communicating the disbursement confirmation to the Customer via a call supported by artificial intelligence (“AI”).
8.	Gupshup Technology India Private Limited	For the purpose of capturing the interest of the Customer in the Service(s) offered/ facilitated (<i>as the case may be</i>) by Dvara E-Registry via Whatsapp.

The above list of Facilitators may be updated by Dvara E-Registry from time to time as may be required in its sole discretion.

- d. **“KYC”** or **“Know Your Customer”** refers to the process by which the identity and information of the Customer(s) are verified to ensure compliance with regulatory requirements as and when required.
- e. **“Laws”/ “Applicable Laws”** shall mean all laws, ordinances, 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.
- f. **“Limited Information”** shall mean such information stored at Dvara E-Registry’s end for the facilitation/ provision of Services to the Customer(s).
- g. **“User/ You/ Customer”** shall mean such persons who are:
- (i) Availing or considering the availment of Services from or through Dvara E-Registry by accessing the Platform or any other channel as may be determined by Dvara E-Registry;
 - (ii) Are at least eighteen (18) years of age or above and are directly capable of entering, consenting, performing, and adhering to the DER T&C herein, the DER Privacy Policy, and Consent Form;
 - (iii) Citizens and residents of India who hold a valid Indian government-issued ID and/ or PAN, and or Aadhar card, as the case may so require;
 - (iv) Agrees to be bound by the DER T&C herein and/ or other obligations stipulated, which may include but are not limited to acceptance of the DER Privacy Policy, Consent Form, and the terms and conditions of the Service Partners and/ or the Facilitators (*as the case may be*).
- h. **“Partner Bank”/ “Lender Partner”** shall mean the RBI-regulated entities with whom Dvara E-Registry has partnered to facilitate loans to the Customer. Currently, Dvara E-Registry has partnered with the following Partner Banks:

S.No	Entity **
(i)	Shivalik Small Finance Bank
(ii)	Pahal Financial Services Private Limited
(iii)	DCB Bank Limited
(iv)	IFFCO Kisan Finance Limited
(v)	AGRIWISE Finserv Limited
(vi)	Samunnati Financial Intermediation & Services Private Limited

** The above list of Partner Banks may be updated by Us from time to time as may be required.

- i. **“Personal Data”** means any data/ information capable of identifying the Customer, including but not limited to PAN, IP address, address, Aadhar.
- j. **“Platform”** shall collectively or individually refer to the Website and Mobile Application(s), as the case may be.
- k. **“DER Privacy Policy”** shall mean the privacy policy published on the Website, which is currently available at <https://www.dvararegistry.com/privacy-policy/>.
- l. **“Services”** shall mean and include but is not limited to the following:
 - (i) Agri Input-Output Service
 - (ii) Financial Service, such as facilitation of loans from its Partner Bank.
 - (iii) Advisory services, such as predictive analytics, provision of risk assessment tools, financial risk mitigation services, assistance with the compliance of agricultural and financial regulations, technical assistance, suggestions regarding agricultural best practices, climate-smart farming techniques, and training programs.
 - (iv) Agri Value Chain assistance, such as market linkage, i.e., connecting the Customers with buyers and suppliers, assistance in warehousing, storage, transportation, and logistics optimization of agricultural produce or such other materials as may be required by the Customer.
 - (v) Generation of Khetscore
 - (vi) Insurance: Facilitation of insurance from its Insurance Partner(s).
 - (vii) FPO Membership: To assist the Customer in becoming a member of a suitable farmer produce organisation (**“FPO”**).
 - (viii) Other Services, such other products/ services as may be facilitated/ provided by Dvara E-Registry from time to time
- m. **“Service Partner”** shall mean the following entities that render some of the Services to the Customer through Dvara E-Registry:

S.No	Name **	Role
1.	Shivalik Small Finance Bank	Lender Partner
2.	Pahal Financial Services Private Limited	Lender Partner
3.	DCB Bank Limited	Lender Partner
4.	IFFCO Kisan Finance Limited	Lender Partner
5.	Agriwise Finserv limited	Lender Partner
6.	Samunnati Financial Intermediation & Services Private Limited	Lender Partner
7.	Svojas Insurance Broking and Risk Management Services Private limited.	Insurance Partner

**The above list of Service Partners may be updated by Us from time to time as may be required.

- n. **“Krishak Sathi”** shall mean agents of Dvara E-Registry who shall facilitate the provision of Services.
- o. **“Mobile Application”** shall mean the following applications hosted by Dvara E-Registry:

S.No.	Application	Particulars
1.	Krishak	A customer interface application through which the Customer may avail of certain

		Service(s)
2.	Krishak Sathi	An application through which the Company's personnel shall facilitate the provision of certain Service(s) to the Customer

- p. **“Subscription”** shall mean a subscription-based plan(s) that shall offer a bundle of Services(s), which may vary on a case-by-case basis depending on the Customer's requirement and the sole discretion of Dvara E-Registry.
- q. **“Website”** shall mean the website hosted by Dvara E-Registry, which can be accessed at <https://www.dvaraeregistry.com>.

2. Availment of Services:

- a. The Services shall be provided/ facilitated by Dvara E-Registry in the following modes:

S.No.	Application	Particulars	Creation of Account
1.	Krishak	Certain Service(s) may be provided/ facilitated to the Customer(s) directly through the Krishak Mobile Application.	In order to avail Service(s) provided/ facilitated through the Krishak Mobile Application, the Customer will have to register on Krishak and create an account with a unique user identity using their registered mobile number and one-time password (“OTP”) generated to the mobile number provided (“Account”). Upon onboarding, the Customer shall log in to their Account using their registered mobile number and the OTP generated to the mobile number provided.
2.	Krishak Sathi	Certain Service(s) may be provided/ facilitated through Dvara E-Registry's personnel, and this shall be undertaken through the Krishak Sathi Mobile Application.	NA

The mode adopted for the provision/ facilitation of a particular Service shall be determined by Dvara E-Registry at its sole discretion and communicated to the Customer. Furthermore, Dvara E-Registry shall have the right to modify, at its sole discretion, the mode in which a particular Service is provided/ facilitated, and any change shall be communicated to the Customer.

- b. For availing the Services, the Customer agrees to provide the access, sharing, transmission, and or storage of his/ her information (*as mentioned below*) with Dvara E-Registry, the Facilitators, and the Service Partners, to the extent required for the provision of Services as availed by the Customer either directly from Dvara E-Registry or from any Service Partners through Dvara E-Registry. The Customer further agrees that he/ she is providing specific Consent by reading, understanding, and accepting the DER T&C herein, the DER Privacy Policy, and the Consent Form.

Service	Type of Data (as may be applicable to the Service required)	Purpose for collection	Disclosure to Service Partners and/ or Facilitators	Period of retention

<p>Financial Service</p>	<ol style="list-style-type: none"> 1. Farmer photo 2. Selfie with Farmer 3. Branch/FPO 4. State 5. District 6. Village 7. First Name 8. Last Name 9. Spouse's Name/Father's Name 10. Mother's Name 11. Mother's Maiden Name 12. Date of Birth 13. Age (In Years) 14. Mobile no. 15. Alternate mobile no. 16. Gender 17. Marital Status 18. Highest Education 19. Community 20. Email 21. Belongs to SC/ST/OBC/Minority 22. Small/Marginal/Labour 23. PAN Number 24. Aadhar 25. Driving Licence No 26. Voter ID 27. Residential Stability (In years) 28. Residential Status 29. Occupation 30. Preferred Language 31. House No., street name, Landmark, Block, Pincode 32. Farmer id 33. Reference Number 34. CIC Score 35. Purpose of Loan 36. Experience in Agriculture 37. No. of Family Member 38. No. of Children 39. First Name of co-applicant 40. Last Name of co-applicant 41. Date of Birth of co-applicant 42. Age (In Years) of co-applicant 43. Gender of co-applicant 	<p>For facilitating loan from its Lender Partner</p>	<ol style="list-style-type: none"> 1. To the relevant Lender Partner from whom loan is desired to be availed by the Customer. 2. Grey Swift Private Limited 3. Dvara Solutions Private Limited 4. Easebuzz Private Limited 5. Surepass Technologies Private Limited 6. Solv Technologies (2factor) 7. CRIF High Mark Credit Information Services Private Limited 8. Vozzo AI Labs Private Limited 9. Gupshup Technology India Private Limited 	<p>Dvara E-Registry: (i) Personal Data of the Customer such as Aadhar shall be deleted immediately upon relaying the same to the Lender Partner and/ or such Facilitators to whom such Personal Data is required to be shared for the purpose of facilitating disbursement of loan from the Lender Partner.</p> <p>(ii) Information other than Personal Data i.e., Limited Information: 6 (six) months from the disbursement of loan to the Customer by the Lender Partner.</p> <p>Lender Partner: As per the policy of Lender Partner which shall be as mentioned in the loan documentation(s) executed between the Customer and the Lender Partner and/ or the terms & conditions of the Lender Partner.</p> <p>Facilitators: 12 (twelve) months from the expression of interest by the Customer for the availment of loan from the Lender Partner or as per the terms & conditions of the Facilitators, whichever is later.</p>
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	<ul style="list-style-type: none"> 44. Profession of co-applicant 45. Relationship with co-applicant 46. Income details 47. Expenditure details such as Electricity, transport, household and regular medical expenses 48. Details of assets 49. Details of existing liabilities such as lender details, loan details, current outstanding and security details. 50. Bank details 51. Bank, Land Records 52. Passbook/cheque Book/Account Statement 53. Patta 			
Khetscore	<ul style="list-style-type: none"> 1. First Name 2. Last Name 3. Mobile number 4. Land coordinates 5. Land parcel image 	To generate Khetscore	NA	Dvara E-Registry: Until availment of the said Service
Insurance	<ul style="list-style-type: none"> 1. Farmer Name 2. DOB 3. Aadhar 4. PAN 5. Mobile Number 6. Email if available 7. Village/ Address 8. Bank details at the time of claim 	Facilitation of insurance from its Insurance Partner	To the relevant Insurance Partner from whom insurance is desired to be availed by the Customer.	Dvara E-Registry: Up-to policy tenure Insurance Partner: As per the terms & conditions of the Insurance Partner and/ or the policy document issued to the Customer by the Insurance Partner.
Agri Value chain assistance	<ul style="list-style-type: none"> 1. Farmer Name 1. Land digitization 2. Crop detail 3. Farm activity 4. Land area 	For better optimized farming, FPO business opportunities & market linkage	NA	Dvara E-Registry: Until availment of the Service by the Customer.
Crop Advisories	<ul style="list-style-type: none"> 1. Farmer Name 2. Crop detail 3. Land digitization 	To share the crop-based farm advisories	NA	Dvara E-Registry: Until availment of Service by the Customer.

Agri Input-Output Services	<ol style="list-style-type: none"> 1. Farmer Name 2. Farmer phone number 3. Land digitization 4. Crop detail 5. Farm activity 6. Land area 7. Details of agricultural produce 8. Details of agricultural raw materials 9. Details of the agri input and output 			Dvara E-Registry: Until availment of Service by the Customer or until the receipt of the fees payable by the Customer for the Service availed, whichever is later.
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It is clarified that other than the Facilitators mentioned in the above table, few information/ data of the Customer shall be shared/ accessed by other Facilitators as well for the provision of/ facilitation of Services to the Customers.

c. In addition to the above, the Customer acknowledges that the below data/ information shall be captured and stored by Dvara E-Registry, or permissions (*as mentioned below*) shall be sought upon access/ usage of the relevant Platform in availing the Services:

Activity/ Purpose	Type of Data provided by You		Additional Details	Retention Period
Data/ Information	The following details in relation to the Customer's device shall be collected at the time of Your use and access of the Platform and/or Services: <ol style="list-style-type: none"> 1. IP address 2. Mobile name and model 3. Android version 4. Android id 5. Manufacturer 6. Location 		Automatic collection of data upon the Customer's access/use of the Platform.	Shall be retained until the Services are availed through the Platform.
Permissions	Camera	To take picture of documents, proof and KYC documents.	NA	NA
	File Storage	To upload picture of documents, proof and KYC documents from the Customer's phone.		

	Location Permission	To show the nearest APMC mandi prices and digitization process i.e., capturing the land boundaries.		
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- d. Notwithstanding anything contained in the DER T&C herein, DER Privacy Policy and Consent Form, Dvara E-Registry shall retain such information/ data of the Customer for such period mandated to be retained as under applicable laws.
 - e. It is pertinent to note that few of the above information are personally identifiable and can be 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**”). However, these ‘Sensitive Personal Data’ are not stored by Dvara E-Registry and are shared with the Service Partners including RBI regulated Lender Partner’s for the facilitation and/ or provision of Services, where such data maybe required.
3. With respect to the **Agri Input-Output Support Services**, the Customer shall be bound by the terms captured in Part B, Annexure I to this DER T&C in addition to the terms laid down herein.
 4. **Customers agree, accept, and consent that the information provided by the Customer willingly for the creation of their Account and/ or availing of Services is complete, true, accurate and up-to-date.**
 5. If Customers provide any information that is untrue, inaccurate, not current or incomplete or deliberately wrong and or misleading, or Dvara E-Registry has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete or deliberately wrong and/ or misleading, Dvara E-Registry reserves the right at its sole discretion to the following:
 - a. Suspend or terminate the respective Customer’s Account;
 - b. Refuse any and all current or future use of the Platform (or any portion thereof);
 - c. Terminate the provision and/ or facilitation of Services.
 6. **Further, the Customer acknowledges that Dvara E-Registry shall in no event be responsible and or liable in any manner whatsoever and or under any law, tort or otherwise, for the provision of untrue, inaccurate, not current or incomplete or deliberately wrong and or misleading information by the Customer for any of the Services being availed by the Customer, either directly through Dvara E-Registry and or indirectly in the event of any losses/ damages to Dvara E-Registry, Lender Partner and/ or the Facilitators or any other third-party service provider engaged by Dvara E-Registry, arising out of the provision of such information, action/ omission by the Customer, Dvara E-Registry shall have the right to undertake any/ all of the below actions:**
 - a. Suspend or terminate the respective Customer’s Account and or other associated or relevant account, refuse any and all current or future use of the Platform (or any portion thereof), at any point in time, and/ or terminate the provision and/ or facilitation of Services;
 - b. Invoke Clause 15: Indemnity and seek compensation from the Customer;
 - c. Avail/ invoke any other right/ remedy available under Applicable Laws.
 7. **KYC or Know Your Customer Verification:** As part of Dvara E-Registry’s commitment to security, fraud prevention, and regulatory compliance, the Customers may be required to undergo a Know Your Customer

(KYC) verification process on a case-to-case basis. By availing the Services, the Customers agree to provide accurate and up-to-date information for the purpose of identity verification, which may include but is not limited to all the information stated in Clause 2 above. **This process may involve submitting personal identification documents, proof of address, and other relevant information.** The Customer acknowledges that the Platform directly or through the Facilitators and/ or Service Partner's platform or other third-party service providers or any other channel as may be determined by Dvara E-Registry, which may include third-party verification service providers and the like, who reserves the right to request and collect such information and documentation as deemed necessary to complete the KYC verification process. By accepting the DER T&C herein, DER Privacy Policy, and Consent Form, the Customer accepts, acknowledges, and provides consent towards the use of his/ her data and or information submitted for the purpose of verification and/ or for the purpose of providing/ facilitating Services to the Customer.

8. The Customer has the right(s) not to provide any information to Dvara E-Registry and/ or the Service Partner and/ or the Facilitators (to the extent applicable). However, Dvara E-Registry will be able to provide/ facilitate the Customer Services only when he/she discloses certain information including the 'Sensitive Personal Information', as requested in the process. **If the Customer intends to avail the Services, it is solely at his/ her own volition, and risk and shall be post reading, confirming, and in conjunction with the DER T&C herein, DER Privacy Policy and Consent Form, any other policies as provided on the Platform which shall include the terms and conditions, other policies and/ or guidelines as provided for in the platform of the Service Partners and the Facilitators.**
9. In any event, upon receipt of the Customer's request via the Platform, Dvara E-Registry has a legal obligation and shall provide every registered Customer of the Platform with a readable copy of the information that Dvara E-Registry keeps about the Customer i.e., the Limited Information. As an added security measure and in compliance with regulatory requirements, Dvara E-Registry may require additional proof of identity prior to such disclosure.
10. **Withdrawal of Consent and Deletion Request:**
 - a. If the Customer wishes to withdraw the Consent given earlier for the use, storage and sharing of the Limited Information and desires for the same to be deleted, the Customer shall send in request by clicking on the 'delete my data' option available in the 'account details' section of the Platform and feed in the OTP generated to his/ her ("**Deletion Request**"). Upon 30 (thirty) days from the Deletion Request, Dvara E-Registry shall delete the Limited Information pertaining to the User. Provided however, if required by regulatory, legal, audit, and or statutory requirements, Dvara E-Registry will have the right to keep a copy of the Customer's data/information provided by him/ her for such purposes/requirements including statutory, legal, audit, and or regulatory purposes, as the case may so require.
 - b. In the event of such a Deletion Request, Dvara E-Registry shall have the option to not provide the Services and/ or temporarily suspend its Services provided/ facilitated to the Customer, at any given point in time.
 - c. For the avoidance of doubt, it is clarified that in case of withdrawal of Consent and Deletion Request with respect to the data/information collected for Services facilitated by Dvara E-Registry, such withdrawal and Deletion Request shall not have an automatic effect of withdrawal/ deletion of data/ information stored at the Facilitators and Service Partner's end. In connection with this, the Customer will have to take the steps mentioned in such Facilitators and Service Partner's terms and conditions.
11. All payments required to be made for the purpose of availing any of the Services should be through legitimate sources and should be in compliance with the policies and guidelines laid down by relevant authorities and Dvara E-Registry will not be made liable for any of each such which case of dispute and or nonconformity with such claim or otherwise.

12. **Disclaimer**

- a. The Platform, 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 Platform, 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, noninfringement, sequence, quality, performance, merchantability, fitness for any particular purpose or completeness.
 - b. Specifically, Dvara E-Registry disclaims any and all “warranties or guarantees,” including, but not limited to:
 - i. Any warranties concerning the availability, accuracy, usefulness, correctness, currency, or completeness of information, products, or Services;
 - 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 this DER T&C.
 - iii. Dvara E-Registry uses third-party products/links which have not necessarily been screened or reviewed by Dvara E-Registry and shall not be liable or responsible for any content or other information on the Platform or the websites/apps linked to or with Dvara E-Registry.
 - iv. Dvara E-Registry does not, in any way, certify or warrant the performance, operation, content, or availability of the Platform or such other websites/apps. Although Dvara E-Registry adopts reasonable security measures, which it considers appropriate for the Platform, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access of the Customer’s data, including the User ID or password, or unauthorized transactions conducted by using the Platform.
 - c. Dvara E-Registry shall not be responsible or liable if any unauthorized person hacks into or gains access to the Account or the Platform. This disclaimer of liability applies as well 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 Dvara E-Registry’s knowledge. Dvara E-Registry 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 Platform. Dvara E-Registry shall not be responsible for any unauthorized interception of e-mail to or from User or Dvara E-Registry to the maximum extent possible, the disclaimers, limitations on liability and indemnities available to Dvara E-Registry under these DER T&C shall mutates mutandis extend and be available also to the Service Partners, Facilitators, 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, developing, producing, delivering or managing the Platform (or any part thereof) including the Services provided by DER via the Platform. However, this clause shall not protect the aforesaid persons or extend their obligations and liability to Dvara E-Registry or Dvara E-Registry’s claims against them.
13. Dvara E-Registry is the owner and/or authorized user of any trademark, registered trademark, and/or service mark appearing on the Platform and is the copyright owner or licensee of the content and/or information on the Platform including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Platform. All rights on the Platform are reserved and User may not download and/or save a copy of the Platform 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 written permission of Dvara E-Registry (except as otherwise provided on the Platform or in the DER T&C herein 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 E-Registry or its partners. However, the User

may take screenshots of the information on the Platform for his/her personal use or records only. The Platform is for the User's personal use only. If the User makes other use of the Platform, except as otherwise provided above, the User may violate copyright and other laws of India and other countries and may be subject to penalties. Dvara E-Registry does 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 Platform.

14. **Obligations of User**

- a. User shall not at any point in time host, display, upload, modify, publish, transmit, update, or share any information on the Platform, 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, libelous, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner or is in any manner whatsoever poses harm of any form to minors in any way;
 - iii. infringes any patent, trademark, copyright, or other proprietary rights;
 - iv. violates any law for the time being in force;
 - v. 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;
 - vii. contains including but not limited to any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resources. 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 offense or prevents investigation of any offence or is insulting any other nation.
- b. 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 applicable laws and regulations, the DER T&C herein, DER Privacy Policy and Consent Form of the Platform, Dvara E-Registry shall have the right to immediately terminate/block your access and usage of the Platform and Dvara E-Registry shall have the right to immediately remove any non-compliant 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 E-Registry as under applicable laws.
- c. Users are responsible for ensuring the accuracy and completeness of all information submitted for availing Services.
- d. Further, the User acknowledges and agrees to not use or misuse any monies in connection with the Services, in a manner that is in contravention of any applicable laws including but not limited to any act or omission that, facilitate, contribute or amount to, terrorism funding, corruption, bribery, political activities, advocacy, activities affecting the public interest, harmony and or the principles of religious secularism, sovereign and integrity of India

15. **Indemnity**

- a. User agrees and undertakes to defend, indemnify and hold harmless Dvara E-Registry, which shall include to the extent required its parent and its subsidiaries, group/associate, affiliate companies and its directors, officers, employees, affiliates 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 Platform and availing of Services or the placement or transmission of any message, information, software or other materials through the Platform by the User or users of your ID and

password or related to any violation of the DER T&C herein by User or users of your ID and password, and any claims dispute or differences between User and Dvara E-Registry.

- b. In no event shall Dvara E-Registry be liable to Users or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with their use of or access to the Platform or Services on the Platform.
- c. User's indemnification obligation under this DER T&C shall survive the termination of their Account or use of the Platform or Services. iv. In no event shall Dvara E-Registry or its employees' aggregate liability, arising from or related to the Services or the use of the Platform, exceed INR 1000 (Rupees One Thousand Only) for any and all causes of actions or aggregate cause of actions brought by Users or by any individual / group or body corporate on behalf of Users.

16. Terms and Conditions of the Service Partners and Facilitators:

- a. It is clarified that in order to avail of Services from/ through Dvara E-Registry, the Customer(s) shall be required to provide certain information (including Sensitive Personal Information) to Dvara E-Registry and/ or the Services Partners and/ or Facilitators (*as the case maybe*), details of whom shall be made known to the Customer via this DER T&C, the DER Privacy Policy and the Consent Form.
- b. In this background, in addition to but not limited to DER T&C herein, DER Privacy Policy and Consent Form, if the Customer wishes to avail of the Services, the Customer is required to confirm and acknowledge having read and understood the terms and conditions displayed on the website of the Service Partners and/ or that of the Facilitators. The Customer shall be solely responsible for regularly reviewing these terms and conditions and those of the Service Partners and/ or Facilitators (*as may be applicable*), including any incidental amendments thereto as may be posted on the website. For ease of reference, the URL of the terms and conditions of the Service Partner and Facilitators is as below:

S.No.	Service Partners	URL
1	Shivalik Small Finance Bank	https://shivalikbank.com/
2	Pahal Financial Services Private Limited	https://pahalfinance.com/
3	DCB Bank Limited	https://www.dcbbank.com/
4	IFFCO Kisan Finance Limited	https://www.iffcokisanfinance.com/
5	Agriwise Finserv limited	https://www.agriwise.com/
6	Samunnati Financial Intermediation & Services Private Limited	https://samunnati.com/
7	Svojas Insurance Broking and Risk Management Services Private Limited	https://svojasinsurancebrokers.com/
S.No	Facilitators	URL
1	Grey Swift Private Limited	https://www.leegality.com/
2	Dvara Solutions Private Limited	https://dvarasolutions.com/
3	Easebuzz Private Limited	http://easebuzz.in/
4	Surepass Technologies Private Limited	https://surepass.io/
5	Solv Technologies Private Limited (2factor)	https://2factor.in/v3/tos
6	CRIF High Mark Credit Information Services Private Limited	https://www.crifhighmark.com/
7	Voizzo AI Labs Private Limited	https://voizzo.ai/
8	Gupshup Technology India Private Limited	https://www.gupshup.io/en/

For the avoidance of doubt, it is clarified that in case of any contradiction between the DER T&C herein, DER Privacy Policy and Consent Form with the terms of the terms and conditions of the Service Partner(s) the terms and conditions of the Service Partner(s) shall prevail.

17. No Refund policy

The fee paid for Subscription is strictly non-refundable under all circumstances, including but not limited to:

- a. Cancellation of subscription for any reason.
- b. Inability to provide Services on account of incorrect or incomplete information provided by the Customer.

By purchasing the Subscription, the Customer acknowledges and agrees to this '**No Refund Policy**'.

18. **Termination and/ or Suspension**

- a. User acknowledges and agrees that Dvara E-Registry may, without notice, suspend or terminate User's account or deny access to all or any part of the Platform without prior notice if the User is found to be in contravention to any or all of the following:
 - i. User engages in any conduct or activities that Dvara E-Registry, in its sole discretion, believes to violate any of the DER T&C herein, DER Privacy Policy and the Consent Form. (and/or)
 - ii. If the User, violates any of the rights of Dvara E-Registry in full or in part, or is otherwise determined at Dvara E-Registry's sole discretion to be inappropriate for continued access, (and/or)
 - iii. if Dvara E-Registry learns of User's death, bankruptcy or lack of legal capacity or of any other circumstances which may impact the User's creditworthiness (which shall be determined at the sole discretion of Dvara E-Registry) (and/or)
 - iv. for any other reason which Dvara E-Registry thinks fit and proper.
- i. User acknowledges and agrees that Dvara E-Registry may in its sole discretion, deny User access through Dvara E-Registry to any materials stored on the internet, or to access third party services, merchandise or information on the internet through the Platform, and Dvara E-Registry 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. iii. Dvara E-Registry may also suspend / freeze User's account on directions received from regulatory or government bodies & authorities.

19. **Disclosure Policy:**

In the following instances, Dvara E-Registry shall have the right to disclose User's information, including 'Sensitive Personal Information':

- a. With third parties to the extent required in relation to the Services being availed and or being used, including but not limited to the Service Partner.
- b. As required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences.

20. **Promotions:**

User hereby authorizes Dvara E-Registry and its representatives and agents to provide promotional information about various products, offers and services provided by them or their group companies 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 Registry as laid down by the Telecom Regulatory Authority of India will not be applicable for such information/communication.

21. **Notices:**

Dvara E-Registry may give notice to the User via website public notice and or by e-mail, letter, telephone, or any

other means of communication as Dvara E-Registry may deem fit to the address and or contact information last given by the User. Notices under the DER T&C herein may be given to Dvara E-Registry by the User in writing to the Grievance Redressal Officer. In addition, Dvara E-Registry may (but shall not be bound to) also publish notices of a 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).

22. Governing Law:

The DER T&C herein shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, forums, and or to applicable authorities at Chennai, unless otherwise decided by Dvara E-Registry in its sole discretion.

23. Arbitration:

If any dispute arises between the User and Dvara E-Registry, in connection with the validity, interpretation, implementation or alleged material breach of the DER T&C herein, the Parties shall endeavour to settle such dispute amicably. Upon failure to settle such disputes within 30 (thirty) days, either Party shall be entitled to refer the dispute to arbitration proceedings. The arbitration shall be conducted by a sole arbitrator appointed by Dvara E-Registry. 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 the arbitration proceedings shall be English. All Arbitration proceedings shall be bound to conclude by the Parties within a period of 30 (thirty) days from their commencement, unless otherwise mutually extended by the Parties in writing. The cost of arbitration shall be borne by the Parties equally.

24. No Waiver:

The failure or delay of Dvara E-Registry to exercise or enforce any right or provision of the DER T&C shall not constitute a waiver of such right or provision. No waiver on the part of Dvara E-Registry shall be valid unless it is in writing, signed by or on behalf of Dvara E-Registry by an authorized representative. A waiver of any right or provision by Dvara E-Registry on a particular occasion shall not prevent Dvara E-Registry from enforcing such right or provision on a subsequent occasion.

25. Severability:

If, for any reason, a court of competent jurisdiction finds any provision of the DER T&C herein, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the DER T&C herein shall continue in full force and effect.

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 in related to access or use of the Platform or the DER T&C herein must be filed by the User within ninety (90) days after such claim or cause of action arose failing which it shall be forever barred.

27. Force Majeure:

Dvara E-Registry 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, pandemic, epidemic.

28. **Monitoring:**

Dvara E-Registry has no obligation to monitor the functioning of the Platform. However, User acknowledges and agrees that Dvara E-Registry has the right to monitor the functioning of the Platform electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Platform properly or to protect itself or its service providers, alliance partners, visitors, other users. Dvara E-Registry will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. Dvara E-Registry reserves the right to refuse to post or to remove any information or materials provided by the User, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate, or in violation of the DER T&C herein.

29. **No Agency:**

The DER T&C herein and User use of or access to the Platform are not intended to create an agency, partnership, joint-venture, or employer-employee relationship between the User and Dvara E-Registry at any point in time, except where otherwise specifically agreed or appointed.

30. **Miscellaneous**

- a. The clause headings in the DER T&C herein 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 DER T&C.
- b. Dvara E-Registry may sub-contract or employ agents to carry out any functions or services relating to the Platform or any of its obligations under the DER T&C herein.
- c. 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 for all equipment necessary to make such a connection to the World Wide Web, including a computer and modem.
- d. The content presented at the Website may vary depending on your browser limitations.

31. **Grievance Redressal:**

In the event of any complaints, misuse, or concerns with regards to content and or comments or breach of these terms, you may reach out to Dvara E-Registry's representative below at any time between 10.00 am and 6.00 pm Monday to Friday, except public holidays.

a. **Grievance Redressal Officer**

Users are requested to address all their grievances at the first instance to the Grievance Redressal Officer. The contact details of the Grievance Redressal Officer are as provided below:

Name: Krishna Sravanthi P

Address: Ground Floor, DSL Abacus IT Park, Survey Colony, Industrial Development Area Uppal, Secunderabad, Hyderabad, 500039

Contact number: 7845797059

Email ID: Krishna.Sravanthi@Dvara.com

b. **Nodal Officer**



DOORDRISHTI

If the User does not receive a response from the Grievance Redressal Officer within 15 (fifteen) days of making a representation, or if the User is not satisfied with the response received from the Grievance Redressal Officer, the User may reach the Nodal Officer on the toll-free number below anytime between 10:00am and 6:00 pm on weekdays except public holidays or write to the Nodal Officer at the e-mail address below. The contact details of our Nodal Officer are provided below:

Name: Senthil Kumar S

Address: Ground Floor, DSL Abacus IT Park, Survey Colony, Industrial Development Area Uppal, Secunderabad, Hyderabad, 500039

Contact number: 8754511844

Email ID: senthilkumar.s@dvara.com

32. Dvara E-Registry reserves the right to modify these DER T&C herein and DER Privacy Policy, including any timelines prescribed, at any time without any prior intimation and it is the User's responsibility to always review the DER T&C, and all other allied DER Privacy Policy, Consent Form and the terms and conditions of any of its Service Partners, Facilitators, any other third-party engaged by Dvara E-Registry for the provision/facilitation of the Services, as the case may so require, prior to carrying out any transactions through the Platform. The revised, modified, or amended DER T&C will be posted on the Platform, and by accessing and continuing to use the Platform after such revision, modification, or amendment is posted, the User is deemed to have consented and accepted such revised version of the DER T&C.

ANNEXURE-I

AGRI INPUT-OUTPUT SUPPORT SERVICES

The Users who avail the Agri Input-Output Support Services ("Support Services" or "Agri Services") offered by Dvara E-Registry ("**Dvara E-Registry**"/ "**DER**") shall be bound by the terms laid down in this Annexure in addition to the DER T&C, the DER Privacy Policy, and the Consent Form.

We request You to read the contents of these terms carefully before availing the Support Services. By availing of the Support Services, You agree to be bound by the terms laid down in this Annexure in addition to the DER T&C, the DER Privacy Policy, and the Consent Form. This shall be construed as a legally binding contract between You and Dvara E-Registry ("Agreement"). If this is not acceptable to You, We request that You refrain from availing the Support Services.

PART A: NATURE OF SUPPORT SERVICES

1. **Digital monitoring of farm operation for Users:** DER will provide the Krishak Mobile Application to the User to digitally monitor farm operations, and maintain detailed information landholding like ownership status, irrigation status, crop grown in previous years and other similar parameters.
2. **Generic crop advisory:** DER shall provide Users with advisory based on crop sown, including advice on pre-sowing, land preparation, seed treatment, sowing, nursery preparation, irrigation management, flowering, harvesting, and post-harvest.
3. **Customized crop advisory:** User can provide the images of symptomatic plants through Krishak Mobile Application to get customized advisory services from DER for crop-specific issues like insects, weed, or disease attack. Based on crop images, advice will be provided through IVR or message or both.
4. **Weather forecast:** DER shall provide weather updates with daily and 5 days' forecasts. Special weather alerts will be issued in case of untimely rains, heat, wind, drought, or any other weather variability.
5. **Agri-input sales price dissemination:** The User's can disseminate information about the availability of agricultural inputs along with the offered prices and discounts as compared to market price through Doordrishti. Users can view all the products sold by the User on their Krishak Mobile Application screen or via messages on their registered feature phones.
6. **Commodity purchase price dissemination:** The User's can disseminate the commodity procurement price for each commodity with the quality specifications, premium & discount metrics, delivery, and payment terms etc. The User can place their selling intention through Krishak Mobile Application. This feature of Krishak Mobile Application aims to connect Users to individuals / customers, provide a platform for aggregation, and selling at better prices.
7. **Storage Facility:** Krishak Mobile Application will provide information on available warehouses in their vicinity on its platforms. Users can connect and avail storage, assaying, and commodity funding facilities with these warehouse service providers.
8. **Market Watch:** This Agri-Service will include communicating the daily spot pricing from various major agricultural produce market committees ("**APMCs**"). This feature provides a detailed snapshot of spot prices of commodities in all major APMCs. It also provides futures prices of agri commodities listed on the derivatives platform.
9. **Crop analytics:** Krishak Mobile Application can provide comprehensive crop analytics based on continuous crop health monitoring for mono-cropped fields using remote sensing. DER's analytics gives information on

mechanical stress, soil moisture, plant moisture and crop health.

10. **Accounting:** Krishak Mobile Application also has an integrated accounting system and accounting advisory experts which helps the Users to efficiently manage their book of accounts, sales, purchases, inventories, tax fillings, etc.
11. **Financial linkages:** Krishak Mobile Application creates a platform for different credit and insurance providers to offer their products to the Users. Users can avail services provided by these financial providers and move towards institutional providers from non-institutional providers like moneylenders.
12. **Geo Tagging:** Capture the boundary of the Customer's land for the generation of Khetscore.

PART B: ADDITIONAL TERMS AND CONDITIONS FOR AVAILING THE SUPPORT SERVICES:

1. Responsibilities of the User

To receive the Support Services, the User agrees to fulfil the following responsibilities:

- i. The User shall ensure timely payment of the Fee and any additional charges as per this Agreement and provide accurate, complete, and up-to-date farm-related data, including landholding details, crop information, and other necessary records required for the provision of Services.
- ii. The User shall use the Krishak Mobile Application only for lawful and agreed-upon purposes, without any unauthorized modifications or misuse. Further, the User shall cooperate with DER's representatives (Krishak Saathi) by providing access to farmland for data collection, facilitating advisory services, and ensuring compliance with the platform's operational requirements.

2. Consideration And Commercials

- i. In consideration of the performance of Support Services and providing the User with access to Doordrishti per this Agreement, the User shall pay DER with a fee, which shall be as intimated by DER to the User in writing ("Fee").
- ii. The amount and frequency of the Fee shall be communicated by DER to the User in writing from time to time.
- iii. The User agrees to make payment of the Fee within 3 days of receiving the invoice from DER. In case of failure, the User acknowledges that DER shall have the recourse to the Security (*as defined hereinbelow*).
- iv. Without prejudice to sub-clause (i) above, the User acknowledges and agrees that it may be liable to bear and/or reimburse DER for any costs in relation to additional requirements / third-party expenses incurred for provision, facilitation or customization of Services (such as charges for SMS, third party integration etc) or for any additional services provided by DER to the User, as may be intimated by DER to the User in writing from time to time.

3. Security

- i. As security for the payment of the Fee, the User agrees to provide Security in the form of agricultural produce, raw materials, agricultural lands, and any other assets as may be mutually agreed upon by the Parties ("Security"). The Security shall be secured by marking a lien in favor of DER.
- ii. The User warrants that they have full legal ownership of the Security, that it is free from undisclosed third-party claims, liens, encumbrances, or other charges, and that they shall not create any such encumbrances without obtaining prior written consent from DER. The User shall also take all necessary steps to maintain the value and marketability of the Security and promptly notify DER of any material changes affecting it.
- iii. In the event the User fails to make payment of the Fee within the timeline specified in Clause 2(i), DER shall have full recourse to the Security. DER reserves the right to accelerate the payment obligation, making all outstanding Fees immediately due, and may independently or by directing the User, sell, dispose of, or liquidate any portion of the Security necessary to fulfill the outstanding payment obligation.

- iv. Any proceeds from the disposal of the Security shall first be applied to settle the outstanding Fee, along with any costs or expenses incurred by DER in connection with enforcing its rights over the Security. Any excess proceeds shall be returned to the User.
- v. The User agrees to cooperate fully with DER in effecting and perfecting the lien and any related formalities over the Security. Failure to comply with these obligations may result in legal action by DER to enforce its rights.
- vi. DER reserves the right to request additional or alternative Security if the provided Security is deemed insufficient or has depreciated in value. Similarly, the User may request to replace the existing Security with alternative assets of equivalent value, subject to DER's approval. Any substitution or additional Security must be mutually agreed upon and provided within a reasonable time as notified by DER in writing.
- vii. DER shall have the right to inspect, verify, and assess the Security at any reasonable time, and the User shall provide full access and cooperation for such inspections.
- viii. The User shall ensure that the Security is insured against risks such as theft, fire, or natural disasters, and the insurance policy shall list DER as a beneficiary to the extent of its interest.
- ix. If the User has multiple obligations with DER, the Security may be used to cover outstanding dues under other agreements.
- x. The obligations under this clause shall survive the termination of this Agreement until full settlement of all Fee(s) due under this Agreement.

4. Representation, Warranties and Covenants

- i. Each Party represents and warrants that (a) it has the legal power and authority to enter into this Agreement; (b) the execution and delivery of this Agreement by it, does not violate any applicable laws, its charter documents, or any agreements to which it is a party or which are applicable to it; (c) this Agreement has been duly and validly executed and delivered by each Party and constitutes its legal, valid and binding obligation, enforceable against it, in accordance with the terms hereof; and (d) in performing its obligations under this Agreement, it shall ensure that it complies with and continues to be in compliance with all Applicable Laws and shall obtain the required authorizations, as may be required by it.
- ii. Additionally represents, warrants and covenants that it has and shall at all times be solely liable and responsible for compliance with (i) the terms and conditions under this Agreement, (ii) applicable laws, and (iii) applicable policies of DER (as intimated to it) in connection with its obligations under this Agreement.
- iii. The User hereby represents, warrants, and covenants that (a) The User is the sole and absolute owner of the Security, and no other person, entity, or institution has any ownership, claim, lien, charge, mortgage, encumbrance, or adverse interest over the said property; (b) The User affirms that there are no pending legal disputes, claims, or government restrictions affecting the Security, and that no third party, including family members, creditors, or financial institutions, has any conflicting rights over the property.
- iv. The User acknowledges that DER shall not be liable for any claims by the third party owing to the actions of the User in pursuance of the arrangement between them.

5. Indemnity:

The User ("Indemnifying Party") hereby agrees to indemnify and hold harmless DER and all its representatives (each an "Indemnified Party") from and against any and all losses, claims and liabilities of any kind whatsoever ("Losses") arising out of or in connection with or in any way related to this Agreement, including but not limited to (i) breach of any terms of this Agreement; (ii) breach of any applicable laws; (iii) any negligence, fraud or misconduct of the Indemnifying Party under this Agreement. The indemnification rights shall be without prejudice to other rights at law or in equity.

6. Limitation Of Liability:

- i. Notwithstanding anything contained herein, the User agrees that DER, its directors, officers, employees, agents, representatives, and affiliates shall not be liable to the User for any special, indirect, incidental, consequential, exemplary, or punitive damages, including but not limited to loss of profits, business interruptions, data loss, or reputational harm, whether arising from contract, tort (including negligence), strict

liability, or otherwise.

- ii DER's total aggregate liability for any claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Fees paid by the User to DER at the time of onboarding/ registration.

7. Term and Termination:

- i. **Term:** This Agreement shall be valid and effective from the Effective Date and shall continue to have full force and effect unless expressly terminated in accordance with the provisions of this Agreement.
- ii. **Termination:** This Agreement may be terminated (a) by mutual consent of both Parties, effective upon execution in writing; (b) by either Party with prior written notice of not less than 3 (Three) months to the other Party; or (c) with immediate effect by DER by notice in writing to the User upon the occurrence of any of the following events (subject to a cure period of 30 (thirty) days from the date of the written notice, where curable): (i) a breach by the User of any terms under this Agreement; (ii) fraud, gross negligence or misconduct by the User; (iii) an event of force majeure beyond the reasonable control of the User which results in non-operation of business for a period exceeding 30 (Thirty) days.
- iii. Upon termination of this Agreement: (a) the Parties shall be discharged from all obligations, liabilities or claims under this Agreement except those that accrued prior to the termination or which expressly survive termination of this Agreement; (b) the obligations of the User under the clause 4 shall survive the termination of this Agreement until full settlement of all Fees due under this Agreement; and (c) all licenses and other rights granted to a Party hereunder will terminate and become null and void; (d) subject to Clause 6, all confidential information of the other Party in such Party's possession (and any copies thereof) shall be returned.
- iv. **Survival:** Any of the provisions, which by its nature should survive termination, irrespective of nature of termination shall survive the termination of this Agreement.