

TERMS OF USE

PART – I

1. INTRODUCTION

- 1.1. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.
- 1.2. THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THE PLATFORM.
- 1.3. PART I AND PART II OF THESE TERMS OF USE SHALL BE COLLECTIVELY REFERRED TO AS THE '**TERMS**' AND SHALL ALWAYS BE READ TOGETHER.

2. DEFINITIONS

- 2.1. For the purpose of these Terms, wherever the context so requires, the term:
 - 1.1.1. "**Customer**" shall mean any individual or corporate entity, who as the counterparty transacts using the Platform for buying Gold (*as defined below*), taking delivery of Gold and/or selling back the Gold to DGIPL or any other buyer as outlined in these Terms.
 - 1.1.2. "**Gold**" shall mean 24 karat gold of 99.5% purity or higher, offered to the Customer by DGIPL under the brand name "SafeGold".
 - 1.1.3. "**Gold Account**" shall mean the account created whether by You or otherwise, in accordance with these Terms.
 - 1.1.4. "**Gold Account Information**" shall mean the information provided by You for the purpose of creation of the Gold Account.
 - 1.1.5. "**Customer Request**" shall mean a Delivery Request, Sale Request or Exchange Request placed by You in relation to the Customer Gold.
 - 1.1.6. "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of The Platform Provider and/or DGIPL and shall include, without limitation, sabotage, fire, flood, explosion, act of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, virus attacks, breach of security and encryption, and any other similar events not within the control of The Platform Provider and/or DGIPL and which The Platform Provider and/or DGIPL is not able to overcome.
 - 1.1.7. "**Person**" shall mean an individual, corporation, partnership, proprietorship, joint venture, trust, unincorporated organization and any other legal entity.

1.1.8. **"DGIPL Platform or Platform"** shall mean, and include, the mobile application and website by the name and style of , that the Customer accesses for the transactions, including all contents, services and technology offered through the Platform.

1.1.9. **"Transfer"** refers to a facility to transfer Gold from a Gold Account to another Gold Account.

In addition to the terms defined in Section 2.1, additional terms used herein shall have the respective meanings assigned thereto in the relevant sections contained hereinafter.

3. TERMS AND CONDITIONS OF SERVICES BEING PROVIDED BY DGIPL

- 3.1. Digital Gold India Private Limited, a company incorporated under the Companies Act, 2013 with its registered office at 1902 Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra 400013, ("**DGIPL**") will be selling gold and providing services of safe keeping/vaulting and delivery/fulfilment of gold and related services thereto to the Customers, on or through the Platform ("**Services**").
- 3.2. The Gold is being offered for purchase and/or sale by DGIPL or any other seller on the DGIPL Platform, under its brand name "**SafeGold**". The Services are being provided by DGIPL. Any and all of the transactions relating to the Services are being rendered by DGIPL in association with the Intermediaries (namely the Security Trustee and Vault Keeper) with whom separate agreements have been entered into by DGIPL.
- 3.3. The Customers are advised to read and understand these Terms carefully before using the Services.
- 3.4. DGIPL does not guarantee any returns, on any transactions consummated vis-à-vis the Platform, to any person, either directly or indirectly. The Customer (hereinafter referred to as "**You**", with the term "**Your**" being construed accordingly) shall be solely responsible for undertaking appropriate and effective due diligence and related analysis before undertaking any transactions pursuant to these Terms of Use. You further acknowledge and agree that DGIPL and its officers, directors, employees, agents and affiliates will have no liability for Your purchase or other decisions using the Platform.
- 3.5. The Services by DGIPL shall be provided for a term commencing from the date of creation of the Gold Account.
- 3.6. You understand and acknowledge that the Services are being provided and made available on an "AS IS" and "AS AVAILABLE" basis. The Platform may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from Your device and/or any device used by You to connect to the Platform as well as from peripherals (including, without limitation, servers and computers) connected to any of the above-mentioned devices. You assume all risks and costs associated with Your use of the Services and the Platform, including without limitation, any costs incurred for the use of Your device and any damage to any equipment, software or data.
- 3.7. You agree that you will provide any relevant information and documents, as may be requested, to confirm your status as a registered dealer under the Goods and Services Tax Act, 2017 (GST). You further commit that you shall inform DGIPL in

case there is any change in your status as a registered dealer under GST immediately. .

4. SECURITY TRUSTEE, INTERMEDIARIES AND SAFE KEEPING ARRANGEMENT

4.1. Appointment of Intermediaries

4.1.1. DGIPL or the Security Trustee (as the case may be) may from time to time appoint intermediaries who shall assist DGIPL in providing the Services to You ("**Intermediaries**"). The term, "**Intermediaries**" shall mean the Security Trustee, Vault Keeper and shall include any and all Persons appointed by DGIPL or the Security Trustee (as the case may be) upon placement of a Customer Order (and successful payment of monies in lieu thereof) till the consummation of the Customer Requests placed by You in accordance with these Terms. You hereby consent to the appointment of such Intermediaries, for and on Your behalf, by DGIPL or the Security Trustee (as the case may be).

4.1.2. You acknowledge and understand that these Intermediaries have been appointed to ensure that Your Customer Orders/Customer Requests are duly complied with in accordance with these Terms. You additionally acknowledge that certain payments will have to be made to these Intermediaries for their appointment and services in relation thereto, which shall be borne by DGIPL on Your behalf unless otherwise indicated in these Terms.

4.2. Appointment of Security Trustee

4.2.1.

4.2.2. By accepting these Terms, You further agree to accede to the terms for such arrangement with the Security Trustee (i.e., a security trustee agreement) (collectively, "**Security Trustee Agreements**"). By clicking on "I Accept", You acknowledge that You will accede to the Security Trustee Agreements (upon such date) as if You had been named as an original party to the same and had executed each of such Security Trustee Agreements; and will be bound by all the terms and conditions of the Security Trustee Agreements.

4.2.3. In the event of any expenses or charges remaining payable to any Intermediaries or otherwise till actual delivery or fulfilment of any of Your Customer Orders/Customer Requests for any reason, including where DGIPL is unable to pay these expenses or charges for any reason whatsoever, thereby adversely effecting or jeopardizing the fulfilment of Your Customer Orders/Customer Requests, then the Security Trustee will be entitled to sell part of the Customer Gold and satisfy such outstanding expenses or charges as required in accordance with these Terms read with the Security Trustee Agreements. The sums due to You and/or gold to be delivered (as the case may be), after settling the aforementioned charges, would be dealt with in accordance with these Terms read with the Security Trustee Agreements.

4.2.4. By way of these Terms, You authorize the Security Trustee to act on Your behalf to ensure that Your interests are adequately protected.

4.3. Safe Keeping/Vaulting of Gold

- 4.3.1. Gold purchased by You corresponding to the Customer Order shall be stored with a custodian in a vault on Your behalf ("**Vault Keeper**").
- 4.3.2. You hereby authorize (i) appointment of such Vault Keeper to safe keep the gold purchased; and (ii) DGIPL to store such gold products purchased by You, including, but not limited to, bullion, coins or jewellery (as the case may be) in the secured vault on Your behalf ("**Customer Gold**"). It is hereby clarified that Your purchase of the gold corresponding to the Customer Order shall be deemed to be completed and title in relation thereto shall be deemed to have been passed upon such relevant portion of the Customer Gold being stored in the vault with the Vault Keeper on Your behalf or upon a final invoice being issued by DGIPL in accordance with these Terms, subject to applicable laws.
- 4.3.3. To ensure that the Customer Gold stored in such vault is adequately protected, necessary insurance policy/ies has been obtained by the Vault Keeper, where the cost of insurance to safe keep the same will be borne by the Vault Keeper. Pursuant to such insurance policy/ies, for any loss or damage to the Customer Gold stored in the vault, You further authorize the Security Trustee to act as Your beneficiary under the insurance policy/ies and to take all steps necessary to protect Your interests.
- 4.3.4. While the Vault Keeper has taken the necessary insurance policy/ies, in case of occurrence of an event not covered in such insurance policy/ies, the Customer Gold may be at risk. The insurance policy/ies obtained by the Vault Keeper are in line with the global industry practices and cover losses due to fire, lightning, theft, cyclone, earthquake, flood, etc. but do not cover losses due to events such as war, revolution, derelict weapons of war, nuclear radiation, etc.

5. STORAGE OF GOLD

You are required to take delivery of Your Customer Gold within such maximum period as shall be specified for this purpose by DGIPL from time to time on the Platform ("**Maximum Storage Period**"). For the purposes of making delivery to You, You are required to provide a valid address and/or any other documents/information/ biometric identification that may be specified in this regard by The Platform Provider and/or DGIPL on the Platform from time to time. In case your Customer Gold is collected by you, delivery shall be deemed to be complete at the acceptance by your authorised agent or representative. DGIPL and/or the Custodian reserve the right to request information, including proof of identity, PAN card, or any other document, with respect to the authorised agent or representative in advance, as well as at the time of delivery. In the event that no valid delivery has taken place with respect to your Customer Gold during the Maximum Storage Period, then DGIPL shall for a period 1 year commencing from the date of expiry of Maximum Storage Period (such period being the "**Grace Period**") attempt at least once to contact You using the contact information provided by You to obtain either (i) an address to which You would require the gold in question to be delivered or (ii) Your bank account details into which sale proceeds of the Customer Gold shall be deposited. In the event that DGIPL has not been able to contact You during the applicable Grace Period using the contact information provided by You or where You shall during the Grace Period either fail to:

- (a) take delivery of the gold in question for any reason whatsoever (including where You shall not have provided any address to take delivery of such gold); or
- (b) provide the details for a valid bank account into which the proceeds of any sale of such

Customer Gold is to be deposited;

then upon expiry of the applicable Grace Period for the Customer Gold in question, DGIPL shall purchase such Customer Gold with the purchase price being the applicable prevailing price displayed on the Platform for purchase of gold from Customers. The purchase proceeds realized from such sale ("**Final Sale Proceeds**") after deducting any amounts payable to DGIPL as storage charges for storage of such gold after the Free Storage Period, shall be deposited into a bank account operated by the Security Trustee who shall be the sole signatory to such bank account. In the event that You shall during a period of 3 years commencing from the date of expiry of the applicable Grace Period (such period being the "**Final Claim Period**") notify either The Platform Provider, DGIPL or the Security Trustee that You are claiming the applicable Final Sale Proceeds, the Security Trustee shall issue suitable instructions to transfer the Final Sale Proceeds to such bank account as You shall notify for this purpose. Please note that to claim the Final Sale Proceeds You will be required to provide details of a valid bank account and that the Final Sale Proceeds will not be transferred in the absence of such details. At no time will the Final Sale Proceeds be paid to you in cash. In the event that You shall not claim Your Final Sale Proceeds within the Final Claim Period, then the Final Sale Proceeds shall be transferred to the Prime Minister's Relief Fund or such other fund as You may designate for this purpose at any time prior to the expiry of the Grace Period.

6. **FORCE MAJEURE**

If performance under these Terms is prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, Trojan or other disruptive mechanisms, any event of hacking or illegal usage of the Platform, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or failure of any device used to access the Platform, or any other act whatsoever, whether similar or dissimilar to those referred to in this section, which are beyond the reasonable control DGIPL and could not have been prevented by reasonable precautions then DGIPL shall be discharged from such performance to the extent of and during the period of such force majeure event. Such non-performance by DGIPL shall, in no manner whatsoever, amount to a breach of its obligations herein.

7. **TERMINATION OF SERVICES BY DGIPL**

7.1. DGIPL, in its sole discretion, may modify, suspend, or terminate access to all or any portion of the Platform or Your ability to access any Services through the Platform at any time for any reason including termination for breach of any of these Terms or occurrence of a Customer EoD or the Privacy Policy. The term "**Customer EoD**" shall mean any default by a Customer of its obligations owed to the Security Trustee, under the Security Trustee Agreements provided that for the purposes of enforcing the hypothecation created by You in favour of the Security Trustee, the Security Trustee would be required to first obtain a suitable order / direction passed in its favour from a competent judicial or statutory authority having jurisdiction in the matter.

7.2. These Terms shall further stand terminated:

7.2.1. if DGIPL is adjudged bankrupt or declared insolvent;

7.2.2. if DGIPL ceases to carry on its business or has communicated to the Security Trustee any intention to cease to carry on its business;

- 7.2.3. if DGIPL breaches any of the terms and conditions under the Security Trustee Agreements or Terms and DGIPL does not remedy such breach within 60 (Sixty) days of being called upon to do so by the Security Trustee;
 - 7.2.4. upon any corporate action (excluding any third party corporate action), legal proceedings or other procedures or steps being taken in relation to the suspension of payments, winding up, dissolution, administration, provisional supervision or reorganization or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise) of DGIPL;
 - 7.2.5. upon DGIPL commencing a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar applicable law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary proceeding under any such applicable law, or consenting to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for the whole or a substantial part of its property or takes any action towards its re-organization, liquidation or dissolution;
 - 7.2.6. upon an order being made for the winding up, bankruptcy or dissolution of DGIPL, or an application is admitted for initiating any corporate insolvency resolution process against DGIPL in accordance with Applicable Law;
 - 7.2.7. upon any encumbrancer lawfully taking possession, or a liquidator, judicial custodian, receiver, administrative receiver or trustee or any analogous officer having been appointed in respect of the whole or a substantial part of the property of DGIPL, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against whole or a substantial part of the assets or property of DGIPL, or any action has been taken or suffered against DGIPL towards liquidation or dissolution or similar reorganization; or
 - 7.2.8. upon a liquidator or provisional liquidator being appointed to DGIPL or a receiver, receiver and manager, trustee or similar official being appointed in respect of DGIPL or any of its assets, or an event analogous.
- 7.3. Upon the happening of any of the events referred to in Section 7.2, and where there is any insufficiency of DGIPL funds required to pay any costs and expenses to be incurred in relation to providing delivery of Your Customer Gold to You, then in such an event You do hereby authorise the Security Trustee to sell any part of the Customer Gold, that is necessary or required to defray such costs and expenses.
- 7.4. Pursuant to the Security Trustee Agreements, and upon the occurrence of any of the events detailed in Section 7.1 and 7.2, the Security Trustee under the Security Trustee Agreements is to: (i) declare all outstanding amounts as due and payable to the Security Trustee forthwith; and (ii) take charge and/or possession of, seize, recover, receive and remove (a) the monies lying in the Collection Account from time to time; and (b) gold purchased by DGIPL from time to time and lying with the Vault Keeper or in transit and, which is the property of DGIPL; (collectively "**Security**"); and use the same to discharge any liability of DGIPL to the Customers. You however expressly understand and acknowledge that any enforcement of the Security would always be subject to and undertaken in accordance with the provisions of Applicable Law and therefore:

- (i) it is not possible to accurately predict the time required to make any such distribution; and/or
- (ii) the amount received by You from such distribution may not be sufficient to completely extinguish DGIPL's liability to You;

and consequently, no liability shall accrue to the Security Trustee in relation to the above.

8. CONSEQUENCES OF TERMINATION OF SERVICES BY DGIPL

- 8.1. Upon such termination for any reason whatsoever, subject to these Terms read with the Security Trustee Agreements:
 - 8.1.1. Fractional amounts for gold holdings of less than 0.5 (One Half) gram may be sold and cash in pursuance thereto will be sent directly to Your bank account, after deducting all the requisite charges relating to appointment of Intermediaries (including but not limited to charges due and payable to Intermediaries and any other out of pocket expenses, custody charges, minting and delivery charges) ("**Charges**").
 - 8.1.2. For larger gold holdings, the Security Trustee shall (to the extent You have not already paid for all the Charges) be allowed to sell part of Your gold to pay for all the Charges to all the Intermediaries. The remaining portion of the gold shall be delivered to You in accordance with these Terms, along with the details of the deductions made and the quantum of gold that You are entitled to receive.
- 8.2. You acknowledge that the termination of Your access to the Platform and Services may be affected without any prior notice, and the Gold Account may be immediately deactivated or deleted and all related information and/or bar any further access to the Gold Account the Platform or the Services. Further, You agree that The Platform Provider and/or DGIPL shall not be liable for any discontinuation or termination of Services by any third party.
- 8.3. None of Your content shall remain accessible on the Platform upon termination. This information cannot be recovered by You, once the account is terminated.
- 8.4. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of these Terms.

9. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The courts of Mumbai shall have exclusive jurisdiction over any disputes arising under these Terms. In the event of any dispute arising out of these Terms the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai, Maharashtra, India.

PART – II

10. CREATION OF GOLD ACCOUNT AND REGISTRATION OBLIGATIONS

- 10.1. Before availing the Services, the Customer shall complete registration process as may be prescribed from time to time. The Customer shall follow the instructions given in the Platform for opening a Gold Account. The Platform Provider and/or DGIPL shall be entitled to collect and store relevant information and documents provided by the Customer to the Platform for KYC purposes. As and when required by DGIPL and/or The Platform Provider, the Customer will be required to provide additional documents for fulfilling the KYC requirements. You authorize DGIPL and The Platform Provider to make such enquiries as may be necessary to satisfy about the validity of your identity. You shall be responsible for the correctness of information provided to DGIPL and The Platform Provider from time to time. If You have reasons to believe that there is an error in the information furnished by You, You shall immediately provide correct / updated information.
- 10.2. The Platform Provider and/or DGIPL through The Platform Provider, reserves the right to terminate any Gold Account, with or without notice to You, in the event the KYC documents / information are found to be incorrect or authenticity of the documents / information is found to be doubtful. You hereby undertake to indemnify and keep indemnified The Platform Provider and/or DGIPL against any and all losses, claims, liabilities costs etc. which arise out of or relating to Your failure to identify Yourself and validate Your account promptly and / or due to incorrect KYC documents / information.
- 10.3. Know Your Customer (KYC) and Verification
- 10.3.1. Prior to placing an order, You may be required to provide certain KYC documentation and other information as may be required by The Platform Provider and/or DGIPL in such form and manner as it may deem fit.
- 10.3.2. Once such documentation and other information is provided by You to The Platform Provider, You shall be entitled to place an order on the Platform ("**Customer Order**").
- 10.3.3. You agree that Your continued use of the Platform, consequent upon the creation of the Gold Account, is subject to verification by DGIPL and/ or The Platform Provider (on behalf of DGIPL), of the information and documentation provided by You. You hereby grant DGIPL and/ or The Platform Provider permission to conduct such verification, in such form and manner as it may deem fit.
- 10.3.4. You further acknowledge that DGIPL and/ or The Platform Provider reserves the right for such verification either on registration of the Gold Account or at any time thereafter.
- 10.4. Customer's Obligations
- 10.4.1. You will be responsible for all activities that occur under the Gold Account. You agree to immediately notify DGIPL of any unauthorised use of the Gold Account Information or any other breach of security. DGIPL cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. You may be held liable for losses incurred by DGIPL or The

Platform Provider or any user or visitor of the Platform due to authorised or unauthorised use of the Gold Account, as a result of your failure in keeping the Gold Account Information confidential.

10.4.2. You shall ensure that the Gold Account Information provided by You in the registration form is complete, accurate and up-to-date. Use of another Customer's account information for availing of any of the Services and/or for use of the Platform is expressly prohibited.

10.4.3. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or DGIPL has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms, DGIPL shall have the right to indefinitely suspend or terminate or block access to the Gold Account on the Platform and refuse to provide You with access to the Platform.

11. PURCHASE OF GOLD

1.2. You can offer to buy Gold at the market linked prices of gold shown on the Platform. Market linked prices means that these quotes are linked to the prices of gold in the commercial bullion market in India.

1.3. It is hereby clarified that such market linked prices of gold shall constitute fully binding offers and would be an invitation to offer to purchase gold at the said market prices to all Customers. Notwithstanding the foregoing, You understand that these prices may vary multiple times within a day, and accordingly Your payment obligations for any order will depend on the market linked prices then prevailing.

While reasonable efforts will be made to offer You a competitive price for the Customer Gold, there is no guarantee that the price offered to You will be close to or comparable with other prices available in the market.

1.4. Gold shall be sold on an advance payment basis. Once you have registered on the Platform, you may opt to add funds to your Gold Account, which shall be utilised for the purchase of Gold on the Platform. You may only purchase the quantum of Gold, at the market linked price offered on the Platform, that is covered by the funds in your account. Payment will be accepted through the payment options made available on the Platform, which may include NEFT, RTGS, UPI or redirection to a Payment Gateway, at the discretion of DGIPL. At the time of purchase / fulfilment / sale-back / transfer of Gold, the relevant taxes will be chargeable as applicable as per the Government regulations. It is hereby clarified that once a Customer Order is placed, You are not entitled to cancel a Customer Order, provided however that a Customer Order shall stand cancelled by DGIPL if it is found that there is insufficient fund balance linked to your Gold Account.

1.5. DGIPL reserves the right to cancel a Customer Order, at its sole discretion, if Your information, provided prior to placing the Customer Order, is not found acceptable and/or DGIPL is of the opinion that You are not eligible to purchase gold. The Gold Account shall accordingly stand amended. DGIPL shall have the right to freeze the Gold Account until it receives KYC and other documentation in a form and manner satisfactory to DGIPL.

1.6. Once the payments are received by DGIPL and the KYC information is found acceptable, DGIPL shall issue an invoice to You confirming the Customer Order

placed within a period of 3 (Three) business days of placing such order, in a manner it may deem fit.

- 1.7. Notwithstanding anything to the contrary contained in these Terms, DGIPL shall be entitled to accept or reject a Customer, for any reason whatsoever, at its sole discretion.
- 1.8. In case of rejection of a Customer Order in accordance with these Terms, where payments have been received by DGIPL, such payments shall be returned to You to the bank account linked to your account, subject to the terms and conditions indicated on the Platform.

12. **TRANSFER OF GOLD**

- 1.9. You shall be provided the option to transfer your Customer Gold through the Platform using the Corporate Gifting option, in accordance with these Terms.
- 1.10. Customer Gold may be transferred to any Person, whether or not registered with DGIPL as a Customer ("Transfer Recipient"). You shall be required to provide the necessary information, as per DGIPL's policies, in order for DGIPL to process and complete the transfer.
- 1.11. DGIPL shall inform the Transfer Recipient of the Customer gold gifted to them ("Transferred Gold"), as well as the procedure to claim the Transferred Gold through the DGIPL Platform.
- 1.12. The Transfer Recipient shall be notified of the period within which the Transferred Gold must be claimed by them ("Claim Window"). In case the Transferred Gold is not claimed within the Claim Window, the Gold Balance shall revert to You, and shall be credited to your Gold Account.
- 1.13. If the Transfer Recipient successfully claims the Transferred Gold within the Claim Window, Gold shall be credited to their Gold Account, and DGIPL's obligations to You with respect to the Transferred Gold shall cease.
- 1.14. You confirm that the information provided with respect to the Transfer Recipient is true and correct. DGIPL shall not be responsible for any mistake or error in Transfer of Gold as a result of incorrect Transfer Recipient information provided by you.
- 1.15. DGIPL reserves the right to reject any Transfer of Gold at its discretion, on the basis of any incorrect Transfer Recipient information, or due to insufficient Gold balance in your Gold Account.

13. **DELIVERY OF GOLD**

- 1.16. This Platform offers Services for Customers who wish to procure delivery of the Customer Gold in accordance with these Terms.
- 1.17. You shall be entitled to procure delivery of the Customer Gold using the Platform ("**Delivery Request**").

- 1.18. Upon placing the Delivery Request, You shall be required to pay for the applicable charges and confirm the Delivery Request. Your Gold Account shall be provisionally debited corresponding to the quantity of the Customer Gold sought to be delivered ("**Delivered Customer Gold**").
- 1.19. Within a period of 2 (Two) business days of the Delivery Request being confirmed or such further period as may be required by DGIPL, DGIPL shall arrange for delivery of the Delivered Customer Gold at the shipping address indicated by You. You shall be solely responsible for ensuring that the correct address is furnished by You on the Platform for processing such Delivery Request. You shall not be entitled to change the shipping address after the Delivery Request is processed by DGIPL.
- 1.20. In case your Customer Gold is collected by you, delivery shall be deemed to be complete at the acceptance by your authorised agent or representative. DGIPL and/or the Custodian reserve the right to request information, including proof of identity, PAN card, or any other document, with respect to the authorised agent or representative in advance, as well as at the time of delivery.
- 1.21. You should carefully examine the package delivered and should not accept deliveries where the packaging has been tampered with. If, however, You are of the view that the package delivered has been tampered with, You shall be required to intimate DGIPL immediately of the same, and provide such other information as may be required by DGIPL in this regard ("**Return Request**"). Within a period of 7 (Seven) business days of the original package of Delivered Customer Gold being delivered back to DGIPL, in a manner indicated by DGIPL, and the Return Request being approved by DGIPL, DGIPL shall arrange for re-delivery of the Delivered Customer Gold at the shipping address indicated by You. The costs for such shipping shall be borne by DGIPL. However, in the event of frivolous and unjustified Return Requests made by You, The Platform Provider and/or DGIPL reserve the right to take all action available to it, including black-listing or blocking You from using the Services on the Platform, and claiming any cost for such shipping against Customer Gold in your Gold Account.
- 1.22. You, upon signing the delivery receipt, acknowledge the receipt of the Delivered Customer Gold in terms of the Delivery Request placed with DGIPL. DGIPL shall not be liable to You for any refund/replacement, under any circumstance, for any subsequent complaints with respect to such deliveries and/or any failure on your part (as the case may be) to comply with these Terms.
- 1.23. It shall be Your responsibility to ensure that You are available to receive the Delivered Customer Gold at the time of delivery. If You are not available at the time of delivery, DGIPL courier agent may try and deliver the item again before returning the same to DGIPL. In case of return of the Delivered Customer Gold to DGIPL, your Gold Account shall be credited for the Delivered Customer Gold, after deducting the charges (if any) due from You. It is hereby clarified that should a request for re-delivery be made by You, You shall be solely liable to incur the applicable charges for delivering the Delivered Customer Gold.
- 1.24. In case of DGIPL's inability to make deliveries of Delivered Customer Gold due to a Force Majeure Event, DGIPL shall intimate You of the same and may require that the deliveries be effectuated through specific modes. In such a case, You hereby agree to bear any additional costs and fees necessary for the delivery to be complete.

- 1.25. DGIPL will not be able to deliver a fractional quantity of gold below such threshold as DGIPL shall notify for this purpose even if a Customer Request is made for such fractional quantity ("**Threshold Quantity**"). You are advised to check the Platform periodically to determine the Threshold Quantity as the same may be revised from time to time. In the event that any Gold below the Threshold Quantity is to be delivered to you, then please note that such Customer Gold shall instead be sold by DGIPL based on the sale prices displayed on the Platform and You will instead receive the applicable sale proceeds in Your bank account, details of which are provided by You. If there is any mistake in the account number provided by You, The Platform Provider and/or DGIPL would not be held responsible for the same.
- 1.26. Notwithstanding anything to the contrary contained in these Terms, DGIPL shall be entitled to reject a Customer Request which is not in compliance with the Terms hereof, and shall intimate the Customer of the reasons for the same.
- 1.27. It is hereby clarified that the Platform displays the articles that are available for shopping. Some items may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. The Platform Provider and DGIPL shall not be liable for any legal action on this account. It shall be the endeavour of The Platform Provider to ensure that all details regarding the product are clearly displayed on the Platform.
- 1.28. Due to reasons not directly attributable to DGIPL, data may be inaccurately displayed on the Platform due to some system errors on the Platform or any device used to access the Platform. DGIPL reserves the right to correct any and all errors when they do occur, at its sole discretion, and DGIPL shall be entitled to not honour any requests/orders placed by You based on any inaccurate or erroneous prices.
- 1.29. The prices quoted on the Platform are fixed and not negotiable. The prices on the Platform are also subject to change without notice to You.

14. SELL THE CUSTOMER GOLD

- 1.30. You may be provided an option to sell the Customer Gold during market hours based on the sale prices on the Platform. If the prices are found acceptable to You, You shall confirm the sale request, in a form and manner acceptable to DGIPL ("**Sale Request**"). Your Gold Account shall be debited corresponding to the quantity of the Customer Gold sought to be sold *vide* the Sale Request ("**Sold Customer Gold**").
- 1.31. Within a period of 2 (Two) business days of the Sale Request being confirmed or such further period as may be required, the payment, pursuant to the Sale Request, shall be disbursed by DGIPL at the sale prices indicated at the time of placing such Sale Request. DGIPL shall arrange for such payments to be made to Your bank account, details of which are provided by You. If there is any mistake in the account number, ISC code etc. provided by You, DGIPL would not be held responsible for the same.
- 1.32. It is hereby clarified that DGIPL and/or The Platform Provider will provide this service on a best efforts basis and only when the commercial bullion market is in operation. DGIPL and The Platform Provider do not in any way guarantee that this option will be available to You at all times. Further, the buyer of the Sold Customer Gold may be either DGIPL or another party (being interested in buying the Sold Customer Gold).

The Platform Provider and/or DGIPL shall not be held liable for any actions of such third-party purchaser.

15. STORAGE OF GOLD

- 1.33. You will be provided with free storage for your Customer Gold for 6 months, or for such period as more particularly stipulated by DGIPL in this regard from time to time at its sole discretion and notified to Customers on the Platform ("**Free Storage Period**").
- 1.34. After the expiry of the Free Storage Period, DGIPL shall be entitled to levy storage charges for such Customer Gold at such rate as would be specified on the Platform, and which may be revised from time to time. The charges would be levied by deducting the gold balance at the end of each month by a percentage amount at the specified rate. DGIPL shall periodically inform you of any change to the storage charges, at the contact information provided by you, however DGIPL shall not be held responsible if you do not receive this information due to any change or alteration to your contact information. In the event that DGIPL is not able to deduct the storage charges because Your gold balance is too low, then DGIPL shall be entitled to sell such portion of Your Customer Gold stored with the Vault Keeper that is necessary or required to recover the unpaid storage charges in question.

16. USE OF THE PLATFORM AND SERVICES

- 1.35. You acknowledge that the Services are for Your individual use and agree not to publish the gold prices or descriptions of gold and/or any other information displayed on the Platform (in lieu of Your access to the Platform) on any other medium. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.
- 1.36. Subject to these Terms and the Privacy Policy, You hereby grant to DGIPL a non-exclusive, worldwide, royalty-free right to (a) collect, store and transmit Your data, in each case solely to the extent necessary to provide the Services to You, and (b) share Your data or interact with other people, to distribute and publicly perform and display Your data as You direct or enable through the Services. You will provide Your consent to DGIPL as may be required under applicable law for the use and/or sharing of any data generated by You when purchasing Gold or otherwise using the Platform for any services related to the purchasing of the Gold in such manner as DGIPL may stipulate in this regard. DGIPL may share Your data with the Security Trustee as required to fulfil their obligations as a Security Trustee. Your data will continue to be governed by confidentiality obligations outlined in Section 21. It is hereby clarified that DGIPL owner of any data generated by You when purchasing the Gold on the Platform.
- 1.37. You represent and warrant that: (i) You have obtained all necessary rights, releases and permissions to provide all Your data DGIPL and to grant the rights granted to DGIPL in these Terms and (ii) Your data and its transfer to and use by DGIPL as authorized by You under these Terms do not violate any laws or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under these Terms and the Privacy Policy, DGIPL assumes no responsibility or liability for Your data, and You shall be solely responsible for Your data and the consequences of using, disclosing, storing, or transmitting it.

- 1.38. DGIPL shall not be held liable for any loss of data, technical or otherwise, information, or for particulars supplied by You, due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of a Force Majeure Event.
- 1.39. DGIPL shall have the sole discretion to determine the locations and pin codes it may want to serve.
- 1.40. The provision of Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. DGIPL strives to keep the Services up and running; however, all online services suffer occasional disruptions and outages. DGIPL is not liable for any disruption or loss You may suffer as a result.
- 1.41. DGIPL may discontinue some or all of the Services, including certain features and the support for certain devices and platforms, at any time.

17. SUSPENSION / CLOSURE OF GOLD ACCOUNT

- 17.1. DGIPL may, at its discretion, suspend Gold Account of Customers, if there appears to be a fraudulent or suspicious activity in the account. If DGIPL is of the opinion that You are involved in any unlawful activity or the Gold Account is used for any unlawful purpose, DGIPL shall have the right to take all actions available to it, including black-listing or blocking You from using the Services on its Platform or blocking Your access to the Services through the Platform or intimating the relevant authorities of such unlawful activities.
- 17.2. DGIPL shall not be held liable / responsible, in any manner whatsoever, for any loss / liability arising out of or relating to any technical failure / issue in Platform and / or acts / omission not attributable to it.
- 17.3. You shall inform immediately, in any case no later than 10 (ten) days of the transaction, of any irregularities or discrepancies that may exist in Your Gold Account, failing which it shall be deemed that there is no error or discrepancy in the account. All records maintained by DGIPL, in electronic or documentary form of the instructions of the Customer and such other details (including, but not limited to payments made or received) pursuant to the Terms, shall as against the Customer, be deemed to be conclusive evidence of such instructions.

18. FEES

- 1.42. You hereby agree that You shall be liable for all fees and charges associated with the use of the Platform and Services. Further, details of the fees payable (including, but not limited to the terms pertaining to such fees and the quantum thereof), have been set out on the Platform. Please note that the fees and charges may be revised from time to time and it would be Your responsibility to view the Platform to check the then current fees and charges payable.
- 1.43. It is hereby clarified that fees and charges, once paid, are non-refundable.
- 1.44. All payments made for the use of the Platform and/or purchase of Customer Gold by You shall be compulsorily in Indian Rupees.
- 1.45. While availing any of the payment method/s available on the Platform for availing the Services, DGIPL shall not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:
 - 18.1.1. Lack of authorization for any transaction(s), or

18.1.2. Exceeding the preset limit mutually agreed by You and between bank/s and/or other institutions used by you in making payment, or

18.1.3. Any payment issues arising out of the transaction, or

18.1.4. Rejection of transaction for any other reason(s) whatsoever.

1.46. DGIPL may temporarily/permanently suspend/terminate the Gold Account or refuse access in case of non-payment of fees due by You. Without limitation to the other rights and remedies available to DGIPL, it also reserves the right to take legal action for the same.

19. MEMBER ELIGIBILITY

Use of the Platform and/or the Services is available only to Persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents and persons of unsound mind are not eligible to use the Platform or the Services. Any person under the age of 18 shall not register on the Platform and shall not transact on or use the Platform in relation to or for any Services. DGIPL reserves the right to terminate any Person's membership and/or refuse to provide such Person with access to the Platform and/or any Services if it is brought to DGIPL's notice or if it is discovered that such Person is not eligible to use the Platform and/or any Service.

20. ABSENCE OF RELATIONSHIP

20.1. You represent and warrant to the Platform Provider and DGIPL that you have sufficient experience and knowledge to make informed decisions to purchase / sell Gold. You acknowledge that you have not relied on any information made available either by DGIPL and that DGIPL is not making any recommendation with respect to such purchases / sale-back of Gold. No relationship other than seller-purchaser, including, without limitation, any agent-principal relationship, any advisor-advisee relationship, any employee-employer relationship, any franchisee-franchisor relationship, any joint venture relationship or any partnership relationship, exists between you and DGIPL.

20.2. You acknowledge that DGIPL is not providing / dealing in / offering any investment product and does not offer any guarantee / assured returns. You further acknowledge that value of Gold may vary depending on various factors and forces.

21. ELECTRONIC ORDER RISKS

Commercial internet service providers are not 100% reliable and a failure by one or more of these providers may affect internet-based order entry. You acknowledge that the order entry system is an electronic mechanical system and as such may be subject to failure beyond the control of the DGIPL. Therefore, DGIPL shall not be responsible for errors, negligence, inability to execute orders, delays in transmission, delivery or execution of order due to breakdown or failure of transmission or communication facilities (including in any device used to connect to the Platform), or to any other cause beyond Distributing Partner's or DGIPL's control or anticipation.

22. CONFIDENTIALITY

As elaborated under the Privacy Policy, DGIPL will keep all confidential information confidential, including Your personal information, and shall not disclose it to anyone except as required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information. DGIPL acknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. DGIPL shall use all reasonable endeavours to ensure that its employees, directors, agents and contractors acknowledge and comply with the provisions of these Terms of confidentiality as if such person was subject to these Terms of confidentiality.

23. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 23.1. DGIPL solely and exclusively owns respective copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated with the Services provided by DGIPL and displayed on/accessed on the Platform and is protected under Indian law.
- 23.2. You hereby acknowledge that the Services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by DGIPL respectively 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 DGIPL and such others. You thereby agree to protect the proprietary rights of DGIPL during and after the term of these Terms. You may not selectively download portions of the Platform without retaining the copyright notices. You may download material from the Platform only for the purpose intended by these Terms.
- 23.3. Any infringement shall lead to appropriate legal proceedings against You at appropriate forum for seeking all available remedies under applicable laws of the country.

24. LINKS TO/FROM THIRD-PARTIES' WEBSITES/APPLICATIONS

The Platform may contain links and interactive functionality interacting with the websites of third parties. DGIPL is not responsible for and or has any liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, DGIPL strongly recommends that You review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

25. INDEMNIFICATION

You hereby agree to indemnify and keep DGIPL indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses, directly or indirectly, whatsoever (“**Losses**”) which DGIPL and/or its employees, agents, workers or representative may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of: (i) the usage of the Platform and/or any device used by the Customer to access the Platform; (ii) by reason of DGIPL acting in good faith and taking or refusing to take or omitting to take action on the Customer's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Customer; (iii) breach or non-compliance of the Terms and relating to the Gold Account; and/or (iv) fraud or dishonesty relating to any transaction by the Customer.

26. DISCLAIMER OF WARRANTIES

26.1. ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM (COLLECTIVELY, THE "**CONTENTS**") ARE PROVIDED BY DGIPL AND THE PLATFORM PROVIDER ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. DGIPL AND/OR THE PLATFORM PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION. DGIPL AND/OR THE PLATFORM PROVIDER SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION OR ANY OTHER LOSSES INCURRED BY YOU FOR USE OF THE PLATFORM. YOU EXPRESSLY AGREE THAT THE USE OF THE PLATFORM IS AT YOUR SOLE RISK. DGIPL AND/OR THE PLATFORM PROVIDER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM OR THE SERVICES OR THE CONTENTS INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, DGIPL AND/OR THE PLATFORM PROVIDER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PLATFORM (OR ANY PART THEREOF) AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

27. LIMITATION OF LIABILITY

You hereby acknowledge that DGIPL (including but not limited to its, directors, employees, agents or partners) shall not be held liable to You for any special, consequential, incidental, and exemplary or punitive damages, or loss of profit or revenues. DGIPL shall also not be liable under any circumstances for damages arising out or related in any way to Your inability to access, or Your difficulty in accessing the Platform to avail of any Services, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Platform by any third party, any loss of Your data, any claim relating to Your data or content from the Services and/or Your failure to keep the Gold Account Information secure and confidential. You further agree that DGIPL shall not be held responsible in any manner whatsoever for any and all acts or omissions of any Intermediaries or any other third party whosoever including (but not limited to) any person whose device has been used by You to access the Platform and/or any person appointed/nominated for the purposes of accepting/collecting any payments from You for the purchase of Gold.

28. GRIEVANCE REDRESSAL MECHANISM

28.1. In accordance with the Information Technology Act, 2000 and Rules made thereunder:

28.1.1. the contact details of Grievance Officer for the purposes of DGIPL are:

Name: Rukhsar Khan

E-mail ID: care@safegold.in

Address: 1902B Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai 400013

2. AMENDMENTS, ACCEPTANCE OF TERMS

- 28.2. DGIPL reserve the right, to change, modify, add or remove portions of these Terms at any time. Such changes shall be posted on the Platform and shall be notified to the Customer prior to making such changes. Notwithstanding anything to the contrary, Customer shall be responsible for regularly reviewing the Terms, including amendments thereto as may be posted on the Platform and shall be deemed to have accepted the amended Terms by continuing the use of Platform.
- 28.3. Accessing, browsing or otherwise using the Platform indicates Your agreement to all the terms and conditions under these Terms. You are advised to read these Terms carefully before proceeding. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by all policies, including but not limited to DGIPL's privacy policy ("**Privacy Policy**"), as amended from time to time, which may be viewed and read at www.safegold.com.
- 28.4. You may not use the Platform or avail of the Services if You do not accept the Terms or are unable to be bound by the Terms. As a condition of Your access to and use of the Platform or the provision of any Services to You using the Platform, You agree that You will comply with all applicable laws and regulations when using the Platform. If DGIPL is of the opinion that the Gold Account is being used by You for any unlawful purpose, DGIPL shall have the right to take all actions available to it, including black-listing or blocking You from using the Services through the Platform or intimating the relevant authorities of such unlawful activities.