

## TERMS OF USE – DigiELV

### 1. Introduction

- **Scope:** These Terms of Use ("ToU") govern your access to and use of the DigiELV platform provided by Meta Materials Circular Markets Pvt. Ltd. ("MMCM") website (<https://digielv.com/>). By accessing, using, browsing, or downloading any content from the Site, you agree to be comply with these ToU set forth by DigiELV. If you do not agree, you must not use or access the Site.
- **Individual and Organizational Use:** If you are an individual, you confirm that you are of legal age in your jurisdiction to enter into this agreement. If you are using the site on behalf of a corporation, partnership, or any other entity, you represent that you have the legal authority to bind that organization to these ToU. References to "you" and "your" apply to both the individual user and the organization they represent.
- **Verification Consent:** Use of the Site may require identity verification via Video-KYC ("V-KYC") and other electronic means. By agreeing to these ToU, you consent to the collection, processing, and recording of your audiovisual data, geo-location and such other documents/information required for verification. .
- **Prohibited Activities:** The scraping of data or content from this website is strictly prohibited. DigiELV reserves the right to take legal action against any unauthorized activities, including but not limited to scraping.
- **Additional Terms:** These ToU, along with any additional terms or policies posted on the site or provided by DigiELV, form the complete agreement between you and DigiELV. You may request copies of such documents by contacting DigiELV with a detailed request.
- **Acceptance:** By using the DigiELV website, you acknowledge that you have read, understood, and agree to these ToU, as well as all applicable laws and regulations.
- **Modification of Terms:** We reserve the right, at its sole discretion, to modify or remove any part of these ToU at any time without prior notice. Continued use of the site after any changes, whether explicitly noted on the site or not, constitutes your acceptance of the revised ToU.

### 2. Website Content

- **Applicability:** These ToU apply to <https://digielv.com/> and any other websites or/and mobile applications operated by DigiELV or its authorized partners, collectively referred to as the "DigiELV Sites". The DigiELV Sites may be managed by DigiELV subsidiaries, parent companies, or authorized partners as confirmed by DigiELV in writing. Some DigiELV Sites may have additional or different terms of use. By accessing any DigiELV Site, you agree to the terms governing that specific site. Your access to the DigiELV site constitutes acceptance of the terms

for all DigiELV Sites.

- **Information Purpose:** All content on the DigiELV Sites, including text, images, graphics, logos, videos, and downloadable materials is provided for informational purposes only. No representations or warranties about the accuracy, completeness, or reliability of any content available on the website, including the content of third-party links.
- **Content Updates:** DigiELV reserves the right to modify, update, or remove any content or links on the website at any time without prior notice.
- **Use at Your Own Risk:** Your use of the website and its content is at your own risk. DigiELV will not be held liable for any errors or omissions in the content or for the availability of the content.

### 3. Use of Website

- **Lawful Use:** You may use the DigiELV website solely for lawful purposes and in a manner that does not infringe upon the rights of others, disrupt the site, or violate applicable laws and regulations.
- **Prohibited Activities:** You agree not to:
  - a) Use the website for any illegal purpose or violate any applicable laws.
  - b) Engage in any activity that disrupts or interferes with the website's operations.
  - c) Attempt to gain unauthorized access to the website or its systems.
- **Trading Platform**
  - a) DigiELV is an electronic platform for trading commodities like Certificates of Deposit (“CDs”). It offers tools for order management, bidding, market analysis, and communication.
  - b) All transactions involving commodities listed on DigiELV must be conducted exclusively through the platform. Trading, selling, or transferring these commodities outside of DigiELV is strictly forbidden.
  - c) Report any attempts by others to conduct business related to DigiELV commodities outside the platform.
  - d) Ensure the device you use to access DigiELV is secure and free of malware to protect the platform's security.
  - e) Your right to access any services is contingent upon the successful completion of V-KYC. MMCM may freeze your account if your verification status expires or if re-verification is pending.

### 4. Purpose of the Site

- **Informational Purpose:** The materials on the DigiELV Site are provided solely for informational purposes and should not be interpreted as a commercial offer, a license, or the basis for any

advisory, fiduciary, or professional relationship between you and DigiELV. Any information provided is not a substitute for conducting your own independent investigation. The content on the DigiELV Sites may not be used for commercial purposes, nor to develop or infringe upon DigiELV's businesses in any manner. Additionally, some products or services mentioned on the site may not be available in your country or may not be offered at any time.

**Regulatory Neutrality:** The successful completion of V-KYC and account activation does not constitute an endorsement, financial advice, or a guarantee of the User's creditworthiness by MMCM. MMCM provides the infrastructure for trading only; the User remains solely responsible for the commercial and legal risks associated with the trading of Certificates of Deposit (CDs).

## 5. User Account

- When creating your account, please provide accurate and up-to-date personal information, such as your full name, contact details, and any other required information, including but not limited to high-resolution photographs, live video feeds, and government-issued IDs as required for V-KYC. It's your responsibility to ensure that your account information remains accurate and current. This helps us maintain a secure and reliable platform for all users.
- **Account Security:**
  - a) **Password Protection:** You are solely responsible for keeping your account credentials, including your password, confidential. Do not share your login information with anyone, as this could compromise the security of your account.
  - b) **Report Suspicious Activity:** If you notice any unauthorized activity or suspicious behaviour related to your account, please contact DigiELV immediately.
- **Impersonation and Fraud:**

You must not impersonate any other individual or entity when using the DigiELV platform. Engaging in fraudulent activities, such as identity theft or misrepresentation, is strictly prohibited. The use of deepfakes, AI-generated avatars, or third-party proxies during the V-KYC process is strictly prohibited and shall be treated as a material breach.
- **Account Termination and Suspension:**

DigiELV reserves the right to suspend or terminate your account under certain circumstances, including:

  - a) **Violation of Terms:** If you violate any of the terms of service or other agreements related to the DigiELV platform.
  - b) **Platform Integrity:** Engaging in activities that compromise the integrity of the platform, such as hacking or spamming.
  - c) **Inaccurate Information:** Providing false or misleading information during registration or at

any other time.

- d) Illegal Activities:** Participating in illegal activities, including money laundering, fraud, or market manipulation.
- e) Security Neglect:** Failing to maintain the security of your account, such as sharing login credentials or neglecting security updates.
- f) Verification Failure:** Failure to provide additional information or undergo re-verification (V-KYC) within the timeline stipulated by MMCM.

- Please note that we take the security and integrity of its platform seriously and reserves the right to take appropriate action to protect its users and the platform itself.

- **Verification For Change**

The verified status of an account is personal to the individual or the specific authorized representative who completed the V-KYC. In the event of a change in the authorized signatory or corporate representative of a User entity, the User must proactively notify MMCM and initiate a fresh V-KYC session. Failure to update the platform regarding a change in the "Natural Person" controlling the account constitutes a material breach.

## 6. Applicability of Other Regulatory Frameworks

The trading of Certificates of Deposit (“CDs”) on our platform is primarily governed by the policies, guidelines, and notifications issued by the Ministry of Road Transport and Highways (“**MoRTH**”). However, users are hereby informed that circulars, schemes, or notifications issued by other ministries, statutory bodies, or regulatory authorities may also influence the applicable incentives, restrictions, financial structure, or compliance requirements related to the issuance, holding, or trading of CDs. Any such trades falling under the purview of authorities other than MoRTH shall be subject to a separate regulatory framework and financial or compliance setup, as may be prescribed by the respective authority.

## 7. Platform Maintenance and Availability

- **Maintenance:** DigiELV may perform scheduled or unscheduled maintenance to ensure optimal performance and security. This may cause temporary disruptions.
- **Updates and Changes:** DigiELV may update, improve, or change the platform's interface, functionality, or features. Continued use after such changes signifies your acceptance of the updated terms.
- **Service Availability:** DigiELV may modify or discontinue services without prior notice. They are not liable for any losses caused by such changes.
- **Technical Issues:** The platform may experience interruptions or technical problems.

- **Verification Suspension:** Access to the platform may be restricted during periods where your identity documentation is being audited or refreshed. MMCM is not liable for market fluctuations or lost opportunities during such verification-linked suspensions.

## 8. Software

- Any software, platform, or code made available to operate this Website, the platform, or for the purpose of downloading materials from the Website (collectively, the "**Software**") is the exclusive intellectual property of MMCM and/or its affiliates, partners, or licensors. The Software is protected by applicable copyright, intellectual property, and other relevant laws.
- MMCM grants you a limited, non-exclusive, non-transferable, revocable license to use the Software solely for the purpose of accessing and interacting with the Website and/or downloading content as expressly permitted. This license is granted strictly for personal or authorized business use and does not convey any ownership or proprietary rights in the Software.
- You agree that you shall not, under any circumstances:
  - a) Modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software;
  - b) Reproduce, copy, distribute, publicly display, republish, upload, post, transmit, resell, or exploit the Software or any part thereof;
  - c) Use the Software for any unlawful, unauthorized, or commercial purpose not expressly permitted by MMCM;
  - d) Rent, lease, sublicense, or otherwise transfer any rights in the Software to any third party.
- Any unauthorized use of the Software constitutes a violation of these Terms and may result in civil or criminal penalties under applicable laws. MMCM reserves the right to suspend or terminate access to the Software or Website in the event of a breach.

## 9. Links to Third-Party Websites

- **Convenience Links:** This website may contain links to third-party websites. Links to third-party websites or other DigiELV platforms and products are provided solely for your convenience and do not imply any approval or endorsement by DigiELV of the linked sites, even if they display DigiELV's logo. These sites may be beyond DigiELV's control, and therefore, DigiELV cannot be held responsible for the content of any linked site or for any links contained within those sites. DigiELV is not responsible for the content, privacy practices, or terms of use of those websites.
- **Access at Your Own Risk:** Accessing third-party sites is at your own risk. You should take precautions against viruses, worms, and other potentially harmful programs that may be present on third-party websites. Additionally, you are responsible for reviewing and complying with the terms of use that apply to these third-party sites.

- **Prohibited Framing:** You acknowledge that framing the Site or using similar processes is prohibited.

## 10. Intellectual Property Rights

- **Ownership:** All intellectual property on the website is protected, including but not limited to trademarks, logos, copyrights, design rights, and sui generis rights of database producers, and is the exclusive property of DigiELV or its licensors. You may not use, reproduce, distribute, or exploit any content from the website without prior written permission from DigiELV.
- **Protected Materials:** All materials on the Site, including but not limited to texts, data, graphics, images, sounds, videos, logos, icons, and HTML code, are protected under intellectual property law and remain the property of DigiELV or third parties.
- **Personal Use:** You may copy, download, and print materials from this Site for personal and non-commercial purposes only, in accordance with applicable intellectual property laws. When doing so, you must include the DigiELV brand name on all downloaded materials. Any such actions must comply with the laws of India, under the jurisdiction of Mumbai.
- **Prohibited Modifications:** You must not modify any material copied, downloaded, or printed from the Site in any way. Any other use of the Site's content without prior written authorization from DigiELV is prohibited. Non-compliance with these prohibitions may constitute counterfeiting and/or unfair competition, leading to potential civil and/or criminal liability.
- **Trademark Usage:** A list of DigiELV's registered trademarks, logos, and other copyrighted materials is available at the DigiELV corporate office. All other trademarks that appear on the Site, which are not owned by DigiELV, belong to their respective owners, who may or may not be affiliated with, connected to, or sponsored by DigiELV. Specific authorization is required to use any trademarks owned by DigiELV or any third party for any purpose.

## 11. Posting Content On The Website

- Some of the content displayed on the platform is provided or posted by third parties. Users have the ability to post their content on certain sections or services of the platform using the self-help, submit, and edit tools provided. Users may need to register and/or pay for some of these services. In such cases, MMCM is not the author of the content. The content is contributed by anonymous, registered, or paid users.
- Neither MMCM nor any of its affiliates, directors, officers, or employees has entered into a sales or agency relationship with any third party by virtue of displaying third-party content on the platform. Any third-party content is the sole responsibility of the party who has provided it. We are not responsible for the accuracy, legality, appropriateness, or truthfulness of any third-party

content, and shall not be liable for any damages incurred by a user due to reliance on such content.

- Additionally, we are not responsible for the actions or conduct of users on the platform and shall not be liable for any damages resulting from the conduct of users.

## **12. User Content Guidelines**

Content posted on the Website by users must not:

- Contain fraudulent information, make fraudulent offers of items, or involve the sale or attempted sale of counterfeit, stolen, or prohibited items as per applicable law, or promote illegal activities.
- Be part of a scheme to defraud other users or for any other unlawful purpose.
- Infringe upon third-party rights, including but not limited to copyright, patents, trademarks, trade secrets, publicity rights, privacy rights, or any other intellectual property or proprietary rights.
- Violate any applicable laws, statutes, ordinances, or regulations (e.g., export control, consumer protection, unfair competition, anti-discrimination, false advertising).
- Be defamatory, libelous, threatening, or harassing.
- Contain material that constitutes unauthorized advertising or harassment (including spamming), invades anyone's privacy, or encourages conduct that would constitute a criminal offense, civil liability, or violation of any law.
- Contain any viruses or malicious code designed to damage, interfere with, intercept, or expropriate any system, data, or personal information.
- Link directly or indirectly to, or include descriptions of, goods or services that are prohibited under prevailing law.

## **13. E-Mail Abuse & Threat Policy**

- At DigiELV, we prioritize professional, respectful, and courteous communication between users, especially through private channels like email. While we do not regulate private communications such as email exchanges, we take certain types of misuse or abuse very seriously.
- Below are the instances of e-mail abuse that are not tolerated on our Website:
- Users are strictly prohibited from sending emails that contain explicit threats of bodily harm or violence. We do not permit any form of communication that threatens or endangers another individual.
- Our communication tools are designed to facilitate legitimate business interactions. Any misuse of these tools, including manipulation or exploitation of the system, is subject to investigation and potential disciplinary action.
- We will never request sensitive information (such as passwords, payment details, etc.) via email. If you receive any suspicious or spoof emails claiming to be from DigiELV Vertical brand or the Company, we urge you to report them immediately through our "Contact Us" page.

- Our Website strictly prohibits users from sending unsolicited commercial emails (spam) to other users. Spamming is not only disruptive but also violates the acceptable use of our system. Users found sending unsolicited commercial messages will face disciplinary action.
- **Reporting E-mail Abuse:** If you encounter any form of e-mail abuse or violations of this policy, we encourage you to report the incident immediately. We are committed to investigating and addressing any issues swiftly to maintain a safe and respectful environment for all users.

## 14. SOCIAL MEDIA POLICY

- **Acceptable Conduct:** You agree to use our social media accounts in a respectful, responsible, and ethical manner. Your use of our social media platforms is subject to the terms of service, privacy policies, and other guidelines of those platforms.
- **Prohibited Conduct:** You agree not to:
  - a) **Harass or abuse others:** Engage in any form of harassment, abuse, threats, or intimidation.
  - b) **Post harmful content:** Share content that is hateful, discriminatory, offensive, or harmful to others.
  - c) **Violate laws:** Engage in any illegal or unauthorized activity.
  - d) **Spam:** Send unsolicited messages or spam.
  - e) **Violate intellectual property:** Infringe on the intellectual property rights of others.
  - f) **Promote harmful or illegal activities:** Encourage or promote harmful or illegal activities.
  - g) **Misrepresent yourself:** Impersonate another person or entity.
- **External Content**

While we may share or link to external content on our social media platforms, we do not endorse, control, or guarantee the accuracy, completeness, or reliability of such content. You are responsible for assessing the credibility and relevance of any external content you encounter.
- **Privacy and Data Collection**

Your use of our social media platforms may involve the collection and processing of your personal information. Please refer to the privacy policies of the respective platforms for details on how your data is collected, used, and protected.
- **Copyright and Intellectual Property**

Any copyrighted or intellectual property content shared on our social media platforms is subject to the applicable copyright and intellectual property laws. We do not claim ownership of any content shared by others on our social media pages.
- **Disclaimer of Liability**

We are not responsible for the actions, content, or privacy practices of the social media platforms we link to. We disclaim any liability for any damages or losses arising from your use of or reliance

on any content or information found on our social media platforms.

- **Termination and Suspension**

We reserve the right to remove any content that violates these guidelines on our social media platforms and to suspend or terminate your access to our accounts if you repeatedly violate these rules. We may also cooperate with law enforcement authorities in investigating any illegal activity.

## **15. Bank Approvals and Regulatory Compliance**

The website has obtained all necessary approvals and licenses from relevant banking and financial institutions to operate its payment processing services. The website complies with all applicable laws, rules, and regulations, as applicable.

## **16. Payment Processing Disclaimer**

While we strive to provide a seamless payment experience, we cannot be held responsible for any errors, delays, or failures in payment processing that may occur due to factors beyond our control, including but not limited to:

- **Third-Party Payment Processors:** We rely on third-party payment processors to handle transactions. Any issues or errors arising from these third-party services are beyond our control.
- **Bank or Card Issuer Issues:** Problems with banks or card issuers may result in payment processing delays or failures.
- **Technical Issues:** Technical difficulties or system failures may temporarily disrupt payment processing.
- **Force Majeure Events:** Events such as natural disasters, cyberattacks, or other unforeseen circumstances may impact payment processing.
- **Report External Transactions:** Act ethically and professionally while using DigiELV. Disruptive behaviour, market price manipulation, or unfair practices are not tolerated.

## **17. Fees and Charges**

We may charge certain fees for our services, including but not limited to:

- **Transaction Fees:** A fee may be charged for each transaction processed.
- **Currency Conversion Fees:** If you make a payment in a currency different from our base currency, a currency conversion fee may apply.
- **Other Fees:** We may impose other fees as necessary, which will be clearly communicated to you before you complete your transaction.

## **18. Payment Security**

- We prioritize the security of your payment information. To ensure the highest level of security, we employ the following measures:
  - a) SSL Encryption: We use Secure Socket Layer (SSL) encryption to protect your sensitive information, such as credit card numbers, during transmission.
  - b) Data Protection: We maintain strict data protection policies and procedures to protect your personal and financial information from unauthorized access, disclosure, or misuse.
- By implementing these security measures, we strive to provide a secure and trustworthy experience.

#### **19. User's Payment Arrangement With Issuing Bank**

All valid credit, debit, cash cards, and other payment instruments used on the Website are processed through a secure payment gateway or an appropriate payment system infrastructure. These transactions are subject to the terms and conditions agreed upon between You/User and the respective issuing bank or payment instrument provider. All online bank transfers from valid bank accounts are processed through the payment gateway provided by the respective issuing bank, which enables the payment facility to offer these services to you. Such online bank transfers are governed by the terms and conditions agreed upon between you and the respective issuing bank.

#### **20. Payment Security**

We prioritize the security of your payment information. We maintain strict data protection policies and procedures to protect your personal and financial information from unauthorized access, disclosure, or misuse. By implementing these security measures, we strive to provide a secure and trustworthy experience.

#### **21. Price Variation**

Prices, discounts, and offers listed on the DigiELV Platform are indicative only, subject to change without prior notice, and may vary due to state regulations, dealer-specific pricing, market conditions, or other business-related factors. MMCM does not guarantee the accuracy, availability, or consistency of any pricing or promotional information displayed on the Site. Final pricing is determined solely at the point of sale by the relevant dealer, distributor, or third-party provider, and may differ from any price shown at the time of browsing or initiating a transaction. MMCM shall not be liable for any discrepancies, variations in CD discounts, or differences in cost across regions, dealers, or offers. You acknowledge that any reliance on such indicative pricing is at your own risk.

#### **22. Accuracy of Information and Consequences of Misrepresentation**

- By accessing and using the Website, all users, including but not limited to dealers, third-party service providers, representatives, RVSF members, buyers, and any other individuals or entities (hereinafter for the purpose for this clause referred to as “Users”), agree to provide only true, complete, and accurate information when interacting with or submitting data to the Website. This includes, but is not limited to, personal information, business details, contact information, banking or financial details, confidential data, and any other information submitted for the purpose of creating accounts, initiating or facilitating transactions, or any other activity conducted through the DigiELV platform.
- We place a high value on data integrity, User trust, and the lawful operation of the platform. Any misrepresentation, falsification, or deliberate withholding of material information, whether intentional or due to negligence, may severely impact the functioning of the Website or transaction on the platform, which compromise other Users' interests, or lead to fraudulent or unauthorized transactions. In the event that MMCM determines or has reasonable grounds to believe that a User has submitted false, misleading, incomplete, or otherwise inaccurate information, MMCM reserves the right to take immediate and strict action, without prior notice, including but not limited to:
  - a) Suspension or permanent termination of the User’s access or account on the MMCM platform;
  - b) Withholding, cancellation, or reversal of any transaction that is suspected to be based on such inaccurate or false information;
  - c) Initiating internal investigations and/or reporting the matter to appropriate regulatory or legal authorities for further action;
  - d) Pursuing civil or criminal remedies available under applicable laws for damages or losses caused to MMCM or any affected third party.
- MMCM reserves the Right to Request Future Information at any time during the subsistence of the User Account. This includes, but is not limited to, updated financial records, fresh V-KYC sessions, or clarification on specific transactions for security, anti-money laundering (“AML”), or regulatory purposes. Users agree to comply with such requests within 15 days, failing which MMCM may take immediate and strict action against the User.
- The nature and severity of the action taken shall be determined at the sole discretion of MMCM, based on the type of information provided incorrectly, the resulting grievance or harm caused, and the overall impact on the security, integrity, and operations of the platform.
- Users are therefore strongly advised to exercise due care and diligence while submitting or updating any information on the site and to promptly notify MMCM of any changes or corrections required to maintain the accuracy of such data.
- The User acknowledges that V-KYC and documentation submission must be performed

exclusively through the designated secure portal on the DigiELV Site. Information provided through unofficial channels including but not limited to social media, unencrypted email, or third-party messaging apps shall not be considered for verification purposes, and MMCM shall not be liable for any data breaches resulting from the User's use of such unauthorized channels.

## 23. Privacy

DigiELV is committed to protecting your privacy. Please refer to our Privacy Policy for detailed information on how we collect, use, and safeguard your personal data.

## 24. Disclaimers

- **"As Is" Materials:** The website and all materials are provided "as is" without warranties of any kind. While DigiELV strives for reliable information, we don't guarantee accuracy, suitability, or up-to-dateness. DigiELV reserves the right to change information at any time.
- **No Guarantee of Results:** DigiELV doesn't guarantee specific outcomes from using website materials. You are solely responsible for how you use them, and your use of the website is at your own risk. You must comply with all applicable laws and regulations. The information does not alter any warranties you may have under a separate contract with DigiELV.
- The successful completion of V-KYC and account activation does not constitute an endorsement, financial advice, or a guarantee of the User's creditworthiness by MMCM. MMCM provides the infrastructure for trading and related services; the User remains solely responsible for the commercial and legal risks associated with all the activities in relation to their account and trading of Certificates of Deposit ("CDs").

## 25. Limitation of Liability

- You assume full responsibility and all associated risks for using this platform and the Internet in general. Under no circumstances shall we, our affiliates, directors, employees, or agents be liable for any direct, indirect, incidental, consequential, or special damages arising from or related to your use of the platform or any linked sites.
- This includes, but is not limited to:
  - a) Loss of use, data, or profits
  - b) Business interruptions or work stoppages
  - c) Loss of goodwill or reputation
  - d) Security breaches, viruses, or cyberattacks
  - e) Computer failures or system malfunctions

- f)** Any losses resulting from a delay in the V-KYC process, including technical glitches in the third-party V-KYC software, poor connectivity at the User's end, or rejection of documents by regulatory auditors.
- This limitation applies regardless of the form of action, whether based on contract, negligence, tort, strict liability, or any other legal theory, even if we were advised of the possibility of such losses.
- MMCM shall not be held liable for any losses, damages, or claims arising from fraudulent activities or misconduct by users or third parties. Users are responsible for ensuring the accuracy of all information provided to MMCM, and MMCM reserves the right to take appropriate action, including suspension or termination of accounts, in case of suspected fraud or illegal activities.
- MMCM will not be held liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, business interruption, or loss of data, arising from the use of the website or services, even if MMCM has been advised of the possibility of such damages.
- While we strive to ensure the accuracy, completeness, and timeliness of all content, we make no warranties regarding its reliability. It is solely your responsibility to verify any information before relying on it. We acknowledge that content may contain technical inaccuracies or typographical errors, and we reserve the right to make changes or updates at any time.

## **26. Severability**

If any term in these Terms of Use is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the validity of any other provision of these Terms of Use.

## **27. Waiver**

The failure of DigiELV to exercise, or any delay in exercising, a legal right or remedy provided by these Terms of Use or by law shall not be considered a waiver of DigiELV's right or remedy. Additionally, if DigiELV waives a breach of these Terms of Use, it shall not operate as a waiver of any subsequent breach.

## **28. Indemnification**

- By using the Website, you agree to indemnify and hold harmless MMCM, its affiliates, subsidiaries, owners, officers, directors, agents, and employees from and against any and all claims, damages, liabilities, losses, expenses (including reasonable attorneys' fees), or penalties arising out of or related to:
  - a)** Your use of the Services, or any violation of these ToU, Privacy Policy, or other Policies.
  - b)** Any content or material you upload, post, or transmit, including but not limited to booking,

creating account, etc.

- c)** Your breach of any third-party rights, including but not limited to intellectual property rights, privacy rights, or contractual obligations
- d)** Your violation of any applicable laws, rules, or regulations in connection with your use of the Services.
- e)** Any unauthorized or improper use of the Website by you or anyone accessing the Website using your account.
- MMCM processes all transactions and user data based on the information received from third-party sources. MMCM is not responsible for any inaccuracies, errors, or omissions in the data provided by third parties. If any discrepancies or issues arise from third-party information, MMCM will process the data as received, and will not be liable for any errors, losses, or

damages resulting from such discrepancies. Users agree to indemnify MMCM against any claims related to third-party errors or fraudulent activities.

## **29. Governing Law and Jurisdiction**

- These Terms of Use are governed by and construed in accordance with the laws of India. Any disputes arising from these ToU will be subject to the exclusive jurisdiction of the courts located in Mumbai, India. Any controversy or claim arising out of or related to these Terms of Use shall be governed by Indian law. The courts of Mumbai, India, will have exclusive jurisdiction.
- DigiELV believes that the establishment of trust and privacy is instrumental to the continued growth of the Internet. We also believe that the efficient collection, use, and transfer of information enhance the development of the Internet and electronic commerce, provided that such information is handled in a fair and responsible manner.

## **30. Termination**

- We reserve the right to terminate or suspend your access to the website for any violation of these ToU or other unlawful activity.
- We have the right to temporarily or permanently terminate membership of any user for any of the following reasons but not limited to:
  - a) If we conclude that the user has provided any false information in connection with the member account to, or is engaged in fraudulent or illegal activities.
  - b) If the user utilizes Website to send spam messages or repeatedly publish the same product information.
  - c) If the user impersonates or unlawfully uses another business's name to post information or conduct business of any form.
  - d) If the user has any unauthorized access, use, modification, or control of the Website data base, network or related services.
  - e) If the user obtains by any means, Website members, user name and/or password.
  - f) If the User fails to provide the "Future Information" or undergo the "Security Audits" requested under the said Terms of Use
  - g) If the user utilizes synthetic media, deepfakes, pre-recorded audiovisual loops, or any Generative AI technology to bypass or subvert the V-KYC process.
  - h) If the user allows an unauthorized individual to appear during the V-KYC session on behalf of a registered business or individual.
- In cases of serious violations such as non-payment of any services, financial misconduct, fraud,

identity spoofing during V-KYC, contract violations, material breaches, or any other reason specified in this policy or agreement, MMCM may suspend or blacklist your access to the website. We will notify you of any suspension or blacklisting, and provide a 45-day period for you to resolve the issue. If the breach is not remedied within the cure period, a suspension may last up to 60 days or blacklisting may be imposed for a period of up to 12 months. During this time, you will not be able to access any MMCM services.

- Please note that due to the severe nature of digital identity fraud, MMCM reserves the right to bypass the 45-day cure period and move directly to permanent blacklisting if identity manipulation is confirmed.
- If you access or use the website or services through a third party, or under a different name, all associated accounts may be suspended or blacklisted, and the same process will apply to those accounts.
- If you dispute the suspension or blacklisting, you may submit an appeal within **15** days of the notice, and we will review the case fairly and provide a final decision.

### **31. Modifications to the Terms**

- DigiELV reserves the right to change or update these Terms at any time without prior notice. It is the user's responsibility to review these Terms regularly. Continued use of the Site following any updates constitutes acceptance of the new Terms.
- You acknowledge that security protocols, including V-KYC standards and required documentation, are subject to rapid technological changes. DigiELV reserves the right to update these technical requirements at any time to maintain platform integrity, and your continued use constitutes acceptance of these updated security mandates.

### **32. Contact Information**

If you have any questions about these Terms of Use, please contact us at [info@mmcm.in](mailto:info@mmcm.in).