

## Terms and Conditions of Dhani One Freedom Program

Welcome to Dhani One Freedom Program ("**Dhani OFF**")! Please read the following terms and conditions carefully before subscribing to Dhani OFF, a purely voluntary programme. The Subscriber(s) of the Dhani OFF shall be entitled to:

- i) Avail the benefits of **Dhani One Freedom- Credit Line (Dhani OFCL)** whereby the Subscriber(s) may utilise the credit limit sanctioned by DLSL for purchases made by them online and/or offline through the Dhani Pay Card.
- ii) Avail, the benefits of **Dhani Doctor Plan ("Dhani Doctor")** offered by **Dhani Healthcare Limited**, including Services such as ordering medicines online, Doctor on Call/E-Consultation with Practitioner(s) and Diagnostic Services. The Terms and Conditions of the Dhani Doctor Plan, as applicable to the Subscriber(s) of the Dhani OFF may be accessed at: [www.dhani.com/wp-content/uploads/2020/11/Dhani\\_Doctor\\_TC.pdf](http://www.dhani.com/wp-content/uploads/2020/11/Dhani_Doctor_TC.pdf)
- iii) Avail cashback of 2% (two percent) on each transaction executed by such Subscriber(s) on the Dhani App using the Wallet subject to a maximum cashback of INR 100/- (Rupees One Hundred Only) per month.

By proceeding with subscription to the Dhani OFF, you agree to be legally bound by these Terms and Conditions ("Terms and Conditions").

### 1. DEFINITIONS

- a. **Dhani Loans and Services Limited ("DLSL")** means a non-deposit taking Non-Banking Financial Company having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001 which is inter-alia engaged in the business of providing loan facilities/product(s).
- b. **Transerv Limited ("Transerv")** means a company incorporated under the Companies Act, 1956 and having its registered office at Unit No. 401 & 402, One International Center, 4th Floor, Tower -1, S. B. Marg, Elphinstone Road (W), Mumbai – 400013, Maharashtra. Transerv is prepaid payment instrument issuer licensed by Reserve Bank of India (RBI) and *inter alia* engaged in the business of providing the 'API' (Application Programming Interface) to facilitate 'Beneficiary Validation Services (BVA)'. Transerv is also engaged in the business of providing technology services for facilitating payment transactions using mobile phones, internet, prepaid cards, mobile wallets, and any such payment tools available from time to time.
- c. **Dhani Healthcare Limited** (formerly Pushpanjali Fincon Limited) ("**DHCL**"), is a company having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001 which is *inter-alia* engaged in the business of rendering consultancy/advisory and other services via health portal, medical transcription centres, retail, e-commerce facilities, health consultancy and providing wholesale and/or retail trade all kinds of healthcare, pharmaceuticals, drugs etc.
- d. **User(s)** shall mean and include any person who accesses and uses the Dhani Platform for any services provided thereon.
- e. **Subscriber(s)** mean User(s) who agree to subscribe **Dhani One Freedom Program** on Dhani Platform.
- f. **Wallet** shall mean Dhani Pay digital wallet, available on the Dhani Application.

- g. **“Dhani Application”** shall mean the mobile application(s) available on the Apple Store and/or Google Play Store and operated under the brand ‘Dhani’
  - h. **Dhani Platform** shall mean and include all digital footprint, mobile application(s) and website(s) of DLSL and/or TranServ viz. [www.dhani.com](http://www.dhani.com) and/or [www.dhanipay.in](http://www.dhanipay.in) operated under the brand ‘Dhani’ or ‘DhaniPay’
  - i. **Dhani OFCL** means a credit limit sanctioned by DLSL to the Subscriber(s) of the Dhani One Freedom Program whereby such Subscriber(s) may utilise the credit limit sanctioned under the Dhani OFP for purchases made by them online and/or offline through the Dhani Pay Card.
  - j. **Subscription Program** means the program offered under the Dhani One Freedom Program whereby the Subscriber(s) shall have the option to choose/select/avail a particular Subscription Plan(s) out of the plans so offered.
  - k. **Subscription Plan(s)** means the plan(s) offered to Subscriber(s) under the Subscription Program. The Subscriber(s) shall have an option to select/opt the desired Subscription Plan(s) as displayed in the Subscription Program on the Dhani App from time to time. Upfront Subscription Fee, as applicable, is payable to avail the benefit(s) of the credit limit offered under such Subscription Plan(s) opted by the Subscriber(s). Non-payment of the Subscription Fee shall disentitle the Subscriber(s) to avail the credit limit offered under such Subscription Plan(s). The subscription to a specific Subscription Plan(s) is independent of any previous subscription availed by the Subscriber(s) under the Subscription Program.
    - l. **Subscription Fee** means the monthly fee payable by a Subscriber(s) to avail the benefits of the Dhani One Freedom Program. The Subscription Fee is variable & dependent upon the Subscription Plan(s) selected/chosen/subscribed/opted by the Subscriber(s).
2. A User(s) must complete full KYC to subscribe and avail the benefits of Dhani OFP. The User(s) by registering payment mode agrees to the prevailing Payment Policy, which can be accessed at [www.dhanipay.in](http://www.dhanipay.in).
  3. The Subscription Fee shall be levied on the Subscriber(s) on a recurring monthly basis on auto renewal basis unless the Subscriber(s) cancels the auto-renewal at least 24 hours prior to the end of the billing cycle i.e. prior to the end of the 30<sup>th</sup> day from the date of the subscription payment.
  4. Subscription to Dhani One Freedom Program also entitles a Subscriber(s) to receive additional benefit of cash back of 2% (two percent) on each transaction executed by such Subscriber(s) on the Dhani App using the Wallet subject to a maximum cashback of INR 100/- (Rupees One Hundred Only) per month.
  5. For every transaction done by the Subscriber(s) through the Dhani App and/or by using his/her Dhani Pay Card online at merchant locations, the Subscriber(s) shall have the option to make payment from his/her Dhani Pay Wallet. The balance amount, if any, payable by the Subscriber(s) after exhaustion of the amount lying in his/her Wallet, shall be converted into 3 EMI's. In the event Subscriber(s) executes transaction(s) by using the Dhani Pay Card offline at Merchant Location, then post exhaustion of amount available in his/her Dhani Pay Wallet, the remaining balance amount, if any, payable by the Subscriber(s) shall automatically convert into EMI without any specific authorisation by such Subscriber(s) in respect of such conversion. The first EMI shall become due payable on the next day of the transaction executed by the Subscriber(s). The subsequent two EMIs shall become due and payable on same date of the next two consecutive months. For every transaction executed by the

Subscriber(s) as the end of a month i.e. on 29<sup>th</sup> or 30<sup>th</sup> or 31<sup>st</sup>, the first EMI shall become due and payable on the next day of the transaction, while the remaining two EMIs shall become due and payable on the 1<sup>st</sup> day of the next two consecutive months. In case the Subscriber(s) fails to make payment of the first EMI (or any subsequent EMI), then the Subscriber(s)' Dhani OFP shall stand blocked/suspended/inactivated till the time the EMI is paid through the Dhani App.

6. DLSL may, in its sole and absolute discretion, limit the maximum value of Dhani OFCL that may be utilised by a Subscriber(s) per transaction. Further, DLSL may, in its sole and absolute discretion, also limit the number of transactions that a Subscriber(s) may be entitled to execute in a day under Dhani OFCL.
7. No refund of Subscription Fee shall be done on cancellation/revocation/opting out of Dhani OFP subscription. The Subscriber(s) agrees and understands that he/she shall not be entitled to cancel/rescind the subscription of Dhani OFP and shall continue to pay the Subscription Fee till the time the loan availed by such Subscriber(s) is repaid and/or any outstanding amount payable by such Subscriber(s) is paid in full to DLSL.
8. Awarding of Cash Back is subject to Terms mentioned herein and programme/offer which is subject to changes & not guaranteed in any manner whatsoever
9. Dhani OFP offer cannot be clubbed with any other offer, scheme, promotion, by whatever name called by, being offered on the Dhani App.
10. DLSL may, in its sole and absolute discretion suspend/cancel/revoke/rescind/inactivate/limit the Dhani OFP offered by it and/or all or any benefits/facilities including Dhani OFCL, Dhani Doctor (offered by DHCL), DhaniCashback Card(offered by Transerv Limited) at any time as it deems fit, without any liability in regard to refund of Subscription Fee. DLSL, in its sole and absolute discretion, reserves the right to revoke/rescind/alter/inactivate/change/modify(increase or decrease) the credit limit sanctioned to a Subscriber(s). DLSL also reserves the right to alter the tenure of the limit sanctioned to a Subscriber(s).
11. The Subscriber(s) understands that he/she may select and avail/opt for Subscription Plan at his/her discretion. The Subscriber may opt/avail a particular credit limit, subject to the maximum credit limit allowed per transaction and also subject to the maximum number of transactions allowed per day, offered to such Subscriber(s) by DLSL under Dhani OFCL.
12. The Subscriber(s) further understands & acknowledges that he/she may opt for revised credit limit (as per the Subscription Plan) before the next billing cycle, subject to the maximum credit limit allowed per transaction and also subject to the maximum number of transactions allowed per day, so offered to such Subscriber(s) by DLSL under Dhani OFCL.
13. By subscribing to Dhani OFP, the Subscriber(s):
  - warrants the accuracy, truthfulness, currency and correctness of all information that the Subscriber(s) may have submitted;
  - agrees that the subscription to Dhani OFP has been made voluntarily, after fully understanding the programme and terms associated with it, solely at his/her own risk & is independent in nature ;
  - warrants that subscription to the Dhani OFP shall be deemed to be acceptance of terms & conditions contained herein;

- warrants that he/she has attained at least 18 years of age and possess the legal authority to create a binding legal obligation;
  - the usage of the Dhani Platform/Dhani OFP shall be in accordance with the applicable Terms and Conditions ;
  - Dhani Platform/Dhani OFP shall be used to perform legitimate actions for himself/herself or for another person for whom he/she is legally authorized to act;
  - Continued use or subscription of the Dhani OFP following the posting of changes to the Terms and Conditions shall be deemed acceptance of the said changes by the Subscriber(s).
  - Acknowledges that the Subscription Plan offered under Dhani OFP is subject to applicable Government notifications, rules, regulations and guidelines/circulars issued by competent authorities that may be in force from time to time.
  - Understand and agrees that non-utilisation of subscription plan doesn't entitle him/her/it for refund and/or adjustment of Subscription Fee paid under said Subscription Plan.
  - Is entitled to upgrade to a higher category Subscription Plan and/or switchover from one Subscription Plan to another under the Subscription Program by giving request for upgradation/opting for desired Subscription Plan, subject to the approval DLSL.
- 14.** DLSL or TranServ retains the right at its/their sole and absolute discretion to deny access to anyone to Dhani Platform and/or the services offered, at any time and for any reason whatsoever, including, but not limited to for violation of the Terms and Conditions. The Subscriber(s) agrees and understands that Transerv reserves the right to suspend or inactivate the Dhani Pay Card as a risk mitigation measure and take all actions it deems fit and available to it under law
  - 16.** Dhani OFP shall be governed by terms and conditions of the programme which are subject to modification, alteration and/or updation. User(s)/Subscriber(s) shall be notified of such changes/updation/modification by a prominent notice on the Dhani Platform. Subscriber(s) needs to complete the full KYC process to be able to avail of the benefits of Dhani OFP.
  - 17.** Subscriber(s) is solely responsible for any Govt. tax, Service tax, duty or other charge imposed by law in respect of the Dhani OFP.
  - 18.** All questions or disputes regarding eligibility for Dhani OFP and/or Dhani OFCL and/or eligibility for cash back shall be determined by DLSL at its sole and absolute discretion.
  - 19.** DLSL's failure to enforce a particular term or condition does not constitute any waiver of that term or condition.
  - 20.** This agreement is only for availing the Dhani OFP and independent in nature. Further it does not in any way waive, amend or override any of the Terms and Conditions of any existing Agreement(s) of the Subscriber(s) with DLSL.
  - 21.** All disputes arising out of Dhani OFP shall be subject to the exclusive jurisdiction of competent courts of Delhi.
  - 22.** Nothing contained herein shall be construed as a binding obligation on DLSL its associates/ subsidiaries to continue the Dhani OFP after it is terminated/ discontinued or to substitute it with any other similar or new program/plan/credit line/offer. DLSL expressly reserves the right, at any time and without prior notice to the Subscriber(s), to add, alter, modify, change or vary all or in part, or withdraw altogether the Dhani OFP offer without specifying any reasoning.

- 23.** The content and information on this Dhani Platform, as well as the infrastructure used to provide such content and information, is proprietary to DLSL. The User(s)/Subscriber(s) are licensed to use Dhani Platform solely for the purpose set out above. Users/Subscribers are not permitted to copy Dhani Platform, in any manner or form. While user may make limited copies of transaction related documents for products or services purchased or exchanged through Dhani Platform, User(s)/Subscriber(s) agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through Dhani Platform.
- 24.** Subscriber(s) agree not to:
- make any speculative, false, or fraudulent claims about his/her membership to any credit limit offer or make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
  - access, monitor or copy any content or information of Dhani Platform using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of DLSL;
  - violate the restrictions in any robot exclusion headers on Dhani Platform or bypass or circumvent other measures employed to prevent or limit access to Dhani Platform;
  - take any action that imposes, or may impose unreasonable or disproportionately large load on DLSL and/or Transerv infrastructure;
  - deep-link to any portion of Dhani Platform for any purpose without express written permission of DLSL and/or Transerv; or
  - “frame”, “mirror” or otherwise incorporate any part of Dhani Platform into any other website without prior written & explicit authorization from DLSL;
  - Subscriber(s) expressly gives his/her specific & unequivocal & free consent that the full KYC completed by the Subscriber(s) herein for availing Dhani OFP/Dhani OFCL offered by DLSL may be utilised by DLSL’s associates, sister concerns or Group Companies for offering product(s) launched and/or marketed and/or facilitated by DLSL and/or its associates and/or Group Companies to the Subscriber(s).
  - DLSL and/or its associates, sister concerns or Group Companies may use Subscriber(s) personal, transactional and other Dhani Platform level information for the purpose of promotional activities without any additional consent from or compensation to the Subscriber(s). Subscriber(s) consent to receive transactional, commercial and marketing communications both related to their products and services generally, from DLSL and/or its associates, sister concerns or Group Companies electronically, except in those jurisdictions where Subscriber(s) express consent is required to be received commercial or marketing communications electronically. Commercial and marketing communications may include notifications about relevant special offers or opportunities or products given by DLSL and/or its associates, sister concerns or Group Companies. In such event, DLSL and/or its associates, sister concerns or Group Companies shall send the Subscriber(s) commercial or marketing communications electronically only if the Subscriber(s) has provided his/her express consent by proactively opting-in to receive such communications from DLSL and/or its associates, sister concerns or Group Companies regarding its products and services. This offer will be void in any State where conducting such offer is prohibited under applicable laws.