**TERMS OF USE**

1. **Introduction**
	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.**
	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 this website.**
	3. The domain name www.safegold.in (hereinafter referred to as the “**Website**”) is owned by Digital Gold India Private Limited, a company incorporated under the Companies Act, 2013 with its registered office at 7/4 Sorabh Bharucha Marg, Colaba, Mumbai, Maharashtra 400005, ("**Digigold**").The objective of the Website is to facilitate buying safe keeping/vaulting and delivery/fulfilmentof gold and providing related services thereto that may be offered by Digigold to Digigold’s customers on the Website (“**Services**”).
	4. Digigold does not guarantee any returns, on any transactions consummated vis-à-vis the Website, to any person, either directly or indirectly. The Customer (hereinafter referred to as “**You**”) shall be solely responsible for undertaking appropriate and effective due diligence and related analysis before investing pursuant to these Terms of Use. Digigold may publish research and opinions on this Website, for general information purposes. You may not rely on any such information for forming yourpurchasedecisions. You further acknowledge and agree that Digigold and its officers, directors, employees, agents and affiliates will have no liability for your purchasedecisions usingthe Website.
	5. The term “**Customer**” shall mean an individual resident in India, who is willing to avail Digigold’sServices using the Website and is registered as a ‘customer’ on the Website.
	6. For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires, the term:
		1. “**Custome rAccount**” shall mean the account created whether by you or otherwise, in accordance with these Terms.
		2. “**Customer Account Information**” shall mean the information provided by you for the purpose of creation of the Customer Account.
		3. “**Customer Request**” shall mean a Delivery Request, Sale Request or Exchange Request placed by you in relation to the Customer Gold.
		4. “**Distributor**” shall mean anyPerson resident in India, in accordance with applicable laws, who is willing to act as an intermediary for the provision of Services by Digigold.
		5. “**Force Majeure Event**” shall mean any event that is beyond the reasonable control of Digigold 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 Digigoldand which Digigoldis not able to overcome.
		6. “**Person**” shall meanan individual, a corporation, a partnership, a joint venture, a trust, an unincorporated organization and any other legal entity.
2. **ACCEPTPANCE OF TERMS**
	1. Digigoldreserves the right, at its sole discretion, to change, modify, add or remove portions of these Termsat any time by posting update notification on the Website and communicating the notification to you in accordance with these terms. It is your sole responsibility to review these Terms based on such update notifications. Your continued use of the Website or Services following the posting of changes shall be deemed to mean that you accept and agree to the revisions. As long asyoucomply with these Terms, Digigoldgrants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.
	2. Accessing, browsing or otherwise using the Website 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 Digigold’s policies, including but not limited to its privacy policy (“**Privacy Policy**”), as amended from time to time.
	3. Youmay not use the Website 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 Website, you agree that you will comply with all applicable laws and regulations when using the Website.IfDigigold is of the opinion that the Customer Account is being used by you for any unlawful purpose, Digigoldshall have the right to take all action available to it, including black-listing or blocking you from using the Services on its Website or intimating the relevant authorities of such unlawful activities.
3. **Member Eligibility**

Use of the Website is available only to Persons who can enter into legally binding contracts under the Indian Contract Act, 1872and to Persons resident in India. 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 Website. Any person under the age of 18 shall not register on the Website and shall not transact on or use the Website. Digigoldreserves the right to terminate any Person’s membership and/or refuse to provide such Person with access to the Website if it is brought to Digigold’snotice or if it is discovered that such Person is not eligible to use the Website.

1. **CUSTOMeR’S AccountAND REGISTRATION OBLIGATIONS**
	1. The Website allows very limited and restricted access to the Services for unregistered users.
	2. You shall have an option to either place an order for gold directly on the Website or with a Distributor.
	3. Creation of Customer Account on the Website
		1. For placing an order on the Website in accordance with these Terms, youwill have to create the Customer Account on the Website prior to placing such an order, which can be done either directly by sending a request on the Website or through an invitation sent by Digigold. As part of the registration process, you will be required to provide certain Customer Account Information and details, including your mobile number, an e-mail id, password and any other information deemed necessary by Digigold.
		2. While registering with the Website to avail the Services, you shall not:
2. create any Customer Account for anyone other than yourself,unless such person's prior permission has been obtained;
3. use a Customer Account that is the name of another person with the intent to impersonate that person; and
4. use a name for the Customer Account that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.
	1. Creation of Customer Account by the Distributor
		1. For placing an order through the Distributor in accordance with these Terms, you authorize the Distributor to create an account, on your behalf, prior to placing such an order. As part of the registration process, you will be required to provide certain Customer Account Information and details, including your mobile number, an e-mail id, password and any other information deemed necessary by Digigold and/or Distributor (as the case may be).
		2. For the purpose of this Clause 4.4, you agree to ratify such authorization retrospectively. You further agree and authorise the Distributor to share any and all of your information with Digigold as and when requested by Digigold without requring any further authorisations from you.
		3. You hereby agree and understand that these Terms shall be applicable to you irrespective of whether the Customer Account is created directly by you or by the Distributor, for and on your behalf. Further, these Terms shall apply *mutatis mutandis* for any orders placed by you, whether for purchase or delivery/fulfilment of gold, with the Distributors.
		4. The Distributors shall be authorized for a limited purpose of representing you and acting on your behalf to take orders for purchase of gold or delivery/fulfilment thereof in accordance with these Terms.
	2. You hereby acknowledge that you will be fully responsible for all activities that occur under the Customer Account.
		1. Prior to placing an order, you may be required to provide certain know your customer (KYC) documentation and other information as may be required by Digigold and in such form and manner as it may deem fit.
		2. Once such documentation and other information is provided by you to Digigold or the Distributor (as the case may be), you shall be entitled to place an order (or authorize the Distributor to place an order on your behalf) on the Website (“**Customer Order**”).
	3. Customer’s Obligations
		1. Youwill be responsible for maintaining the confidentiality of the Customer Account Information, and shall be fully responsible for all activities that occur under the Customer Account. You agree to, (i) immediately notify Digigoldof any unauthorised use of the Customer Account Information or any other breach of security; and (ii) exit from the Customer Account at the end of each session. Digigoldcannot and will not be liable for any loss or damage arising from your failure to comply with this Clause. You may be held liable for losses incurred by Digigoldor any user or visitor of the Website due to authorised or unauthorised use of the Customer Account, as a result ofyour failure in keeping the Customer Account Information confidential.
		2. You shall ensure that the Customer Account Information provided by you in the Website’s registration form is complete, accurate and up-to-date. Use of another Customer’s account information for availing the Services of the Website is expressly prohibited.
		3. Youagree that if youprovide any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if Digigoldhas reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the these Terms, Digigoldshall have the right to indefinitely suspend or terminate or block access to the Customer Account on the Website and refuse to provide youwith access to the Website.
5. **Use of the Website and services**
	1. You agree, undertake and covenant that, during the use of the Website, you shall not host, display, upload, transmit or share any information that:
		1. belongs to another person or entity and to which you do not have any right;
		2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another person's privacy, hateful or racially or ethnically objectionable, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
		3. is misleading in any way;
		4. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
		5. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, e-mail address, physical address or phone number) or rights of publicity;
		6. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Website;
		7. interferes with another user’s use of the Website;
		8. refers to any website or URL that, in Digigold’s sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms;
		9. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
		10. contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information; or
		11. violates any law for the time being in force.
	2. You must comply with the provisions contained in these Terms and the Privacy Policy. Digigold may review yourconduct for compliance purposes, but shall have no obligation to do so.
	3. You acknowledge that the Services are for your personal use and agree not to publish the gold prices or descriptions of gold and/or any other information displayed on the Website (in lieu of your access to the Website) 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.
	4. Subject to these Terms and the Privacy Policy, Youhereby grant to Digigolda non-exclusive, worldwide, royalty-free right to (a) collect, store andtransmityourdata, in each case solely to the extent necessary to provide the Services to you, and (b) share yourdata or interact with other people, to distribute and publicly perform and display yourdata as you direct or enable through the Services.
	5. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all your data to Digigoldand to grant the rights granted to Digigold in these Terms and (ii) your data and its transfer to and use by Digigoldas 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, Digigoldassumes no responsibility or liability for yourdata, and you shall be solely responsible for yourdata and the consequences of using, disclosing, storing, or transmitting it.
	6. Digigoldshall not be held liable for any loss of data, technical or otherwise, information, or for particulars supplied by you, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of a Force Majeure Event.
	7. Digigoldshall have the sole discretion to determine the locations and pin codes it may want to serve.
	8. The provision of Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Digigoldstrives to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Digigoldisn’t liable for any disruption or loss you may suffer as a result.
	9. Digigold may discontinue some or all ofthe Services, including certain features and the support for certain devices and platforms, at any time.
6. **TERMS AND CONDITIONS OF SERVICE**
	1. The Services by Digigoldshall be provided for a term commencing from the date of creation of the Customer Account.
	2. Placing an Order and Verification
		1. Prior to placing an order, you shall provide certain KYC information and other documentation as may be required by Digigold and in such form and manner as it may deem fit.
		2. Once such information is provided by you to Digigold or the Distributor (as the case may be), you shall be entitled to place an order (or authorize the Distributor to place an order on your behalf) on the Website (“**Customer Order**”).
		3. You agree that your continued use of the Website, consequent upon the creation of the Customer Account, is subject to verification by Digigold or the Distributors, of the information and documentation provided by you. You hereby grant Digigold or the Distributors permission to conduct such verification, in such form and manner as it may deem fit.
		4. You further acknowledge that Digigoldreserves the right for such verification either on registration of the Customer Account or at any time thereafter.
	3. Purchase of Gold
		1. This Website offers Services for Customers who wish to purchase gold for personal consumption in accordance these Terms.
		2. You shall be entitled to purchase gold either directly on the Website or through a Distributor.
		3. In bothcases, youcanbuy gold at the market linked prices of gold shown on the Website. However, in case of gold being purchased from a Distributor, you would be intimated of the prices through the Distributor. Market linked prices means that these quotes are linked to the prices of gold in the commercial bullion market in India.
		4. 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 Customer Account holders. Notwithstanding the foregoing, you understand that these prices may vary multiple times within a day, and accordingly your payment obligations for any order placed on the Website will depend on the market linked prices then prevailing.
		5. Simultaneous with the placing of the Customer Order, youwillbe required to make payments through a payment gateway or in such other manner as may be prescribed by Digigold or the Distributor in this regard. It is hereby clarified that once a Customer Order is placed, you are not entitled to cancel a Customer Order, provided however that Customer Order shall stand cancelled if the payment fails for any reason whatsoever in accordance with this Clause6.3.Upon placing the Customer Order, Digigold may issue a provisional invoice to you in accordance with these Terms pending realization of money.
		6. Within a period of 1 (One) business day of the Customer Order being placed or such further period as may be required by Digigold, pending receipt of money by Digigold, you shall be intimated of the Customer Order placed and your gold account on your dashboard shall be updated to reflect confirmed gold balance (“**Customer Gold Account**”). While the balance will reflect in your dashboard, it will be confirmed only after realization of the payment from you.
		7. If, however, the payments are not received within a period of 2 (Two) business days of placing the Customer Order, you shall be intimated of the same in accordance with these Terms, and the Customer Order shall stand cancelled, and the Customer Gold Account shall accordingly stand amended.
		8. Digigoldreserves 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 Digigold is of the opinion thatyou are not eligible to purchase gold. The Customer Gold Account shall accordingly stand amended. Notwithstanding the foregoing, Digigold also has the right to freeze the Customer Account until it receives KYC and other documentation in a form and manner satisfactory to Digigold.
		9. Once the payments are received by Digigoldand the KYC information isfound acceptable, Digigoldshall 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.
		10. Notwithstanding anything to the contrary contained in these Terms, Digigold shall be entitled to accept or reject a Customer, for any reason whatsoever, at its sole discretion.
		11. In case of rejection of a Customer Order in accordance with these Terms, where payments have been received by Digigold, such payments shall be returned to you to the bank account indicated by you or in such other manner (depending on how the payment was made by you), subject to the terms and conditions indicated in the Section ‘Pricing & Fee’.
	4. Appointment of Intermediaries
		1. Digigoldmay from time to time appoint intermediaries who shall assist Digigoldin 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 Digigold 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 Digigold.
		2. You acknowledge and understand that theseIntermediaries have been appointed to ensure that your CustomerOrders/Customer Requests are duly complied with in accordance with these Terms. You additionallyacknowledge that certain payments will have to be made to theseIntermediariesfor their appointment which shall be borne by Digigold on your behalf.
	5. Appointment of Security Trustee
		1. You hereby acknowledge and agree that in order to ensure that your Customer Orders/Customer Requests are fulfilled in all circumstances, a first and exclusive charge on the Customer Gold will be created in favour of IDBI Trusteeship Services Limited (“**Security Trustee**”). 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) and for creation of the charge over the Customer Gold by way of a deed of hypothecation or the like (“**Security Trustee Agreements**”). 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 and Digigold is unable to pay these expenses or charges for any reason, thereby adversely effecting or jeopardizing the fulfilment of your Customer Orders/Customer Requests, the Security Trustee will be entitled to enforce the charge created on Customer Gold and satisfy such outstanding expenses or charges as required in accordance with the Security Trustee Agreements. The sums due to you and/or gold to be delivered after settling the aforementioned charges, would be dealt with in accordance with these Terms Clause 13
		2. By way of these Terms, you authorize the Security Trustee to act on your behalf to ensure that your interests are adequately protected.
	6. Safe Keeping/Vaulting of Gold
		1. Branded gold purchased by you corresponding to the Customer Order shall be stored with a custodian in a vault on your behalf (“**Vault Keeper**”).
		2. You hereby authorize(i) appointment of such Vault Keeper to safe keep the gold purchased; and (ii) Digigold to store such branded gold products including, but not limited to, bullion, coins or jewellery (as the case may be)in the secured vault on your behalf (“**Customer Gold**”).
		3. To ensure that the Customer Gold stored in such vault is adequately protected, necessary insurance policy/ieshas 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. 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.
	7. Delivery of Gold
		1. This Website offers Services for Customers who wish to procure delivery of the Customer Goldin accordance with these Terms.
		2. You shall be entitled to procure delivery of the Customer Gold, either directly on the Website or through a Distributor (being authorized by you to do so on your behalf) (“**Delivery Request**”).
		3. Upon placing the Delivery Request, you shall be required to pay for the applicable minting and delivery charges and confirm the Delivery Request, in a form and manner acceptable to Digigold. Your Customer Gold Account shall be provisionally debited corresponding to the quantity of the Customer Gold sought to be delivered (“**DeliveredCustomer Gold**”).
		4. Within a period of 7 (Seven) business days of the Delivery Request being confirmed or such further period as may be required by Digigold, Digigold shall arrange for delivery of the Delivered Customer Gold at the shipping addressindicated by you. You shall be solely responsible for ensuring that the correct address is furnished by you on the Website for processing such Delivery Request. You shall not be entitled to change the shipping address after the Delivery Request is processed by Digigold. Notwithstanding the foregoing, you shall have the option to change the shipping address, before the Delivered Customer Goldis actually shipped. In the event you wish to change the shipping address, you have to log-in to your Customer Account on the Website and make such request in a form and manner indicated by Digigold and shall provide supporting documentation/information for the new address, as may be required by Digigold.
		5. You should carefully examine the package delivered and shall 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,youshall be required to intimate Digigold immediately of the same, and provide such other information as may be required by Digigold in this regard (“**Return Request**”). Within a period of 10(Ten) business days of Return Request being placed (with the original package of Delivered Customer Gold being delivered to Digigold, in a manner indicated by Digigold), and the same being approved by Digigold, Digigold shall arrange for re-delivery of the Delivered Customer Goldatthe shipping address indicated by you. The costs for such shipping shall be borne by Digigold alone, and not by you. However, in the event of frivolous and unjustified Return Requests made by you, Digigoldreserves the right to take all action available to it, including black-listing or blocking you from using the Services on its Website.
		6. You, upon signing the delivery receipt, acknowledge the receipt of the Delivered Customer Gold in terms of the Delivery Request placed with Digigold. Digigold shall not be liable to you for any refund/replacement, under any circumstance, for any subsequent complaints with respect to such deliveriesand/or any failure on your part (as the case may be) to comply with these Terms.
		7. Upon receipt of the delivery confirmation by Digigold, the Customer Gold Account shall be finalized by debiting the Delivered CustomerGoldfrom the Customer Gold Account.
		8. 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, Digigold/ courier agent maytry and deliver the item againbefore returning the same to Digigold. In case of return of the Delivered Customer Gold to Digigold, Customer Gold Account shall be credited for the Delivered Customer Gold, provided however that Digigold is of the opinion that the packaging has not been tamped with. It is hereby clarified that should a request for re-delivery be made by you, you shall be solely liable to incur the applicable delivery charges for delivering the Delivered Customer Gold.
		9. In case of Digigold’sinability to make deliveries of Delivered Customer Gold due to a Force Majeure Event, Digigold 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.
	8. Sell the Customer Gold
		1. You may be provided an option to sell the Customer Gold during market hours based on the sale prices on the Website, either directly on the Website or through a Distributor (being authorized by you to do so on your behalf). If the prices are found acceptable to you, you shall confirm the sale request, in a form and manner acceptable to Digigold (“**Sale Request**”). Your Customer Gold Account shall be debited corresponding to the quantity of the Customer Gold sought to be sold*vide*the Sale Request (“**Sold Customer Gold**”).
		2. Within a period of 5 (Five) business days of the Sale Request being confirmed or such further period as may be required by Digigold, the payment, pursuant to the Sale Request, shall be disbursed by Digigold at the sale prices indicated at the time of placing such Sale Request. Digigold 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 provided by you, Digigold would not be held responsible for the same.
		3. It is hereby clarified that Digigold will provide this service on a best efforts basis and only when the commercial bullion market is in operation. Digigold does 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 Digigold or another party (being interested in buying the SoldCustomerGold).Digigold shall not be held liable for any actions of such third-party purchaser.
		4. 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.
	9. Exchange for jewellery
		1. You may be provided an option to choose one of the standard pieces which are available against the Customer Gold sought to be exchanged for jewellery or gift vouchers with a jeweller selected by Digigold, either directly on the Website or through a Distributor (being authorized by you to do so on your behalf)(“**Empanelled Jeweller**”), details of which shall be intimated by Digigoldto you.If any specified jewellery pieces or gift vouchers arefound acceptable to you, you shall placethe request and indicate the relevant jewellery piece or gift voucher, in a form and manner acceptable to Digigold (“**Exchange Request**”). YourCustomer Gold Account shall be provisionally debited corresponding to the quantity of the Customer Gold sought to be exchanged*vide* the Exchange Request (“**Exchanged Customer Gold**”).
		2. Within a period of 3 (Three) business days of the Exchange Request being confirmed or such further period as may be required by Digigold, Digigold shall intimate the Empanelled Jeweller of such Exchange Request who shall arrange for delivery of the specified jewellery piece or gift voucher to the relevant shipping address indicated by you, pursuant to the Exchange Request. You shall be solely responsible for ensuring that the correct address is furnished by you on the Website for processing such Exchange Request. You shall not be entitled to change the shipping address after the Exchange Request is processed by Digigold. Notwithstanding the foregoing, you shall have the option to change the shipping address, before the jewellery piece or gift voucheris actually shipped by the Empanelled Jeweller. In the event you wish to change the shipping address, you have to log-in to your Customer Account on the Website and make such request in a form and manner indicated by Digigold and shall provide supporting documentation/information for the new address, as may be required by Digigold.
		3. You understand and agree that once you have placed an Exchange Request for exchanging Customer Gold with jewellery piece or gift voucher from an Empanelled Jeweller, the delivery of such jewellery piece or gift voucher shall be in accordance with the delivery policies of such Empanelled Jeweller. Similarly, in the event you are not satisfied with the jewellery piece delivered to you, any exchange or refund will also be subject to the policies of the Empanelled Jewellers and Digigold is not responsible for the actions of the Empanelled Jeweller at any point including delivery, workmanship or quality. You further agree and acknowledge that, once your Exchange Request is processed by Digigold and communicated to the Empanelled Jeweller, you cannot claim refund or return of your Customer Gold for which such Exchange Request was placed with the Empanelled Jeweller.
		4. Upon the Empanelled Jeweller confirming your Exchange Request, the Customer Gold Account shall be finalized by debiting the Exchanged Gold Account from the Customer Gold Account. Digigoldshall not be liable to you for any refund/replacement, under any circumstance, for any subsequent complaints with respect to such Exchange Request, deliveries and/or any failure on your part to comply with these Terms.
	10. Notwithstanding anything to the contrary contained in these Terms, Digigold shall be entitled to reject a Customer Request which is not in compliance with the Terms hereof, and shall intimate the reasons for the same.
	11. Based on the changes made the Customer Gold Account (in lieu of the Customer Orders and/or Customer Requests), if you are of the opinion that the changes made thereto do not tally with the Customer Orders and/or Customer Requests placed by you, you may write to us at [care@safegold.in].Digigold shall accordingly take all necessary actions for taking care of any such identified discrepancies, in a form and manner to be intimated by Digigold to you.
	12. It is hereby clarified that the Customer Gold cannot be pledged or transferred by you to any other user, and the Customer Gold Account is non-transferrable, unless specifically allowed by Digigold. In such an event, the title to such Customer Gold lying in the vaultandthe Customer Gold Account shall transfer to your legal heirs only after the required due diligence has been conducted. Subsequent to this, your legal heir(s) shall be regarded as the Customer for the purpose of the Customer Gold and Customer Gold Account thereafter and the Terms shall be applicable to your legal heir(s).
	13. Digigold shall facilitate the consummation of the Customer Order(s) and/or Customer Request(s) using the Website and the Services or through a Distributor. It is however clarified that all such purchase and fulfilment transactions are final and non-reversible.
	14. It is hereby clarified that the Website 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. Digigold shall not be liable for any legal action on this account. All the details regarding the product shall be clearly displayed on the Website.
	15. Due to reasons not directly attributable to Digigold, data may be inaccurately displayed on the Website due to system errors. Digigold reserves the right to correct any and all errors when they do occur, at its sole direction, and Digigoldshall be entitled to not honour any requests/orders placed by you based on any inaccurate or erroneous prices.
	16. The prices quoted on the Website are fixed and not negotiable.The prices on the Website are also subject to change without notice to you.
7. **FEES**
	1. You hereby agree that you shall be liable for all fees and charges associated with the use of the Website and Services. Further details of the fees payable (including, but not limited to the terms pertaining to such fees and the quantum thereof), has been set out in the Section ‘Pricing & Fee’.
	2. It is hereby clarified that fees and charges, once paid, are non-refundable.
	3. All payments made for the use of the Website by you shall be compulsorily in Indian Rupees.
	4. While availing any of the payment method/s available on the Website for availing the Services, Digigold 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:
		1. Lack of authorization for any transaction(s), or
		2. Exceeding the preset limit mutually agreed by youand between bank/s, or
		3. Any payment issues arising out of the transaction, or
		4. Rejection of transaction for any other reason(s) whatsoever.
	5. Digigoldholds the authority to temporarily/permanently suspend/terminate the Customer Account or refuse access in case of non-payment of fees due by youtoDigigold. Without limitation to the other rights and remedies available to Digigold, it also reserves the right to take legal action for the same.
8. **Nature of Services**

You understand and acknowledge that the Servicesare being provided and made available on an “AS IS” and “AS AVAILABLE” basis. The Website may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto.You assume all risks and costs associated with your use of the Services, including without limitation, any costs incurred for the use of your device and any damage to any equipment, software or data.

1. **Agreement to receive communication**

Youherebybyway of accepting theseTerms consent to the receipt of communication and newsletters from Digigoldby way of e-mails and/orSMSnotifications.You are required to intimate Digigold immediately of any changes to your e-mail or mobile phone numbers. By accepting these Terms, you further authorize Digigold to get in touch with you for communication and promotions, despite any Do Not Disturb requests made by you.

1. **Feedback**
	1. The Website may allow you to post your review and experience of using the Website ("**Reviews**")in order to improve the Website and the user experience.
	2. You, beingthe originator of the Reviews, are responsible for the Reviews that you upload, post, publish, transmit or otherwise makes available on the Website. You represent that all such Reviews will be in accordance with applicable law. You acknowledge that Digigolddoes not endorse any Reviews on the Website and is not responsible or liable for any Reviews. Digigoldreserves the right to disable access to the Reviews on the Website.
	3. You hereby grant Digigolda perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the Reviewsin any manner as deemed appropriate by Digigoldin any form including but not limited to print, broadcast, onlineandacross any and allwebsitesand platforms owned by Digigold.
	4. Youfurther represent and warrant that while posting any Reviews on the Website you shall not use any offensive, libellous, derogatory, hateful or racially or ethnically objectionable language. Further, you shall not post any content on the Website that is obscene, pornographic, constitutes an “indecent representation of women” as provided in the Indecent Representation of Women (Prohibition) Act, 1986.
2. **Confidentiality**

As elaborated under the Privacy Policy, Digigoldwill 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. Digigoldacknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. Digigoldshall 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.

1. **Links to Third-Parties' websites**

The Website may contain links and interactive functionality interacting with the websites of third parties. Digigoldis not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, Digigold strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

1. **Indemnification**

Youshall indemnify and hold harmless Digigold, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, Privacy Policy and other policies, or your violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third party.

1. **Termination**
	1. Digigold, in its sole discretion, may modify, suspend, or terminate access to, all or any portion of the Website at any time for any reason including termination for breach of any of these Terms or the Privacy Policy.
	2. Youshall be entitled to terminate the Customer Account by contacting Digigoldat [care@safegold.in].
	3. These Terms shall further stand terminated upon [Events of Default to be added here once parties agree upon the same in the Deed of Hypothecation.]
2. **CONSEQUENCES OF TERMINATION**
	1. Upon such termination for any reason whatsoever, subject to these Terms read with the Security Trustee Agreements:
		1. Fractional amounts for gold holdingsof less than 1 (One) 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**”).
		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, alongwiththe details of the deductions made and the quantum of gold that you are entitled to receive.
	2. Youacknowledge that the termination of your access to the Website and Services may be affected without any prior notice, and Digigoldmay immediately deactivate or delete the Customer Account and all related information and/or bar any further access to the Customer Account or the Services. Further, you agree that Digigold shall not be liable for any discontinuation or termination of Services by any third party.
	3. None of your content shall remain accessible on the Website upon termination. This information cannot be recovered by you, once the account is terminated.
	4. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of these Terms.
3. **Disclaimer of Warranties**

THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOUTHROUGH THE WEBSITE (COLLECTIVELY, THE "CONTENTS") ARE PROVIDED BY DIGIGOLD ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. DIGIGOLD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION. DIGIGOLD 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 YOUFOR USE OF THE WEBSITE. YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. DIGIGOLD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE 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, DIGIGOLD DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE WEBSITE AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

1. **Limitation of Liability**

Youhereby acknowledge that Digigold (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.Digigold shall also not be liable under any circumstances for damages arising out or related in any way to yourinability to access, or your difficulty in accessing the Website, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party, any loss of your data, any claim relating to your data or content from the Services, your failure to keep the CustomerAccountInformation secure and confidential. You further agree that Digigold shall not be held responsible in any manner whatsoever for any and all acts of the Distributors or other intermediaries.

1. **Content and Intellectual Property Rights**
	1. Digigoldsolely and exclusively owns copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated with theServices and content on the Website and is protected under Indian law.
	2. You hereby acknowledge that the Services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by Digigoldthrough 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 Digigold and such others. You thereby agree to protect the proprietary rights of Digigoldduring and after the term of these Terms. You may not selectively download portions of the Website without retaining the copyright notices.Youmay download material from the Website only for the purpose intended by these Terms.
	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.
2. **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 Mumbaishall 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.

1. **Assignment**

It is expressly agreed by the parties thatDigigoldmay assign all or part of its rights or duties under these Terms without such assignment being considered a change to these Terms and without notice to you, except to the extent provided by law.

1. **Grievance Redressal Mechanism**

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: [·]
Address: [·]
Cell: [·]
E-mail: [·]

If youwish to make a complaint regarding any violation of the provisions of these Terms, you may send a written complaint to the Grievance Officer, who shall redress the complaint in accordance with the provisions of theInformation Technology Act, 2000 and Rules made thereunder.

1. **How to Contact Us**If you have any questions or concerns about these Terms, please contact Digigoldat[insert helpdesk e-mail].
2. **We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.**