

**TERMS OF USE for SIVI AI PLATFORM AND
TECHNOLOGIES PRIVATE LIMITED
(U72200DL2022PTC398271)**

1. Introduction:

This Terms of Use Policy ("Terms") is issued in accordance with applicable Indian laws including, but not limited to, the Information Technology Act, 2000 and rules thereunder, Reserve Bank of India ("RBI") regulations, the Payment and Settlement Systems Act, 2007, the Prevention of Money Laundering Act, 2002 ("PMLA"), and other applicable statutory, regulatory, and governmental guidelines.

These Terms shall apply in conjunction with applicable data protection laws, including:

- The Digital Personal Data Protection Act, 2023 (India);
- The General Data Protection Regulation (EU) 2016/679 ("GDPR"), where applicable to users located in the European Union.

Where there is a conflict between these Terms and mandatory provisions of applicable data protection laws, such mandatory provisions shall prevail.

2. Acceptance of Terms:

By accessing, registering on, or using the platform, website, APIs, mobile applications, or services (collectively, the "Platform"), you acknowledge that you have read, understood, and agree to be bound by these Terms, as amended from time to time, issued by **Sivi AI Platform and Technologies Private Limited**, operating under the brand name **ANVI** ("Company", "ANVI", "we", "us"). These Terms primarily govern the contractual relationship between ANVI and users of the Platform. **Where relevant, certain obligations may also apply to employees, contractors, vendors, service providers, and other stakeholders involved in the operation, support, or delivery of the Platform, in accordance with their respective contractual arrangements and applicable laws.**

Acceptance of these Terms constitutes a legally binding agreement governing use of the Platform. Consent for processing of personal data shall be governed separately under the Privacy Policy – SIVI and, where applicable, through explicit consent mechanisms provided on the Platform.

If you do not agree, you must not access or use the Platform.

3. Nature and Regulatory Position of the Platform:

ANVI is an AI-driven technology and digital infrastructure platform that facilitates workflow automation, compliance orchestration, transaction routing, and decision-support services.

For clarity:

- ANVI is **not** a bank, NBFC, prepaid payment instrument issuer, or payment system operator, unless expressly stated and duly licensed.
- ANVI does **not** hold, store, or assume ownership of user funds.
- All money transfer, payment, or settlement services are executed by **RBI-regulated partner banks, NBFCs, or authorized payment system providers**, as applicable.
- ANVI acts solely as a **technology enabler, facilitator, and AI orchestration layer**.

For users located outside India, including the European Union, ANVI does not provide regulated financial services unless explicitly stated and duly authorized under applicable local laws. ANVI acts solely as a technology service provider and does not assume fiduciary responsibility over user funds or regulated activities.

4. **Eligibility and User Representations:**

By using the Platform, you represent and warrant that:

- You are at least 18 years of age and legally competent to contract under Indian law;
- All information, documents, and declarations provided by you are true, accurate, current, and complete;
- You are not prohibited from using the Platform under any applicable law;
- You shall comply with all applicable Indian laws, including RBI, FEMA, PMLA, and tax regulations.
- You shall promptly update any Personal Information or documentation provided to ensure accuracy and completeness throughout the duration of your relationship with the Platform.

5. KYC, AML, CFT, and Regulatory Compliance:

Users acknowledge that Personal Information and transaction data may be disclosed to regulators, statutory authorities, or law enforcement agencies without further notice where such disclosure is mandated by law, regulatory obligation, or governmental direction.

Accordingly:

- Know Your Customer (KYC) requirements shall be governed by the **KYC Policy – SIVI**, issued in accordance with RBI and applicable statutory norms;
- Anti-Money Laundering obligations shall be governed by the **Anti-Money Laundering (AML) Policy – SIVI**, framed under the Prevention of Money Laundering Act, 2002 and allied rules;
- Countering the Financing of Terrorism obligations shall be governed by the **Countering the Financing of Terrorism (CFT) Policy – SIVI**;
- Where applicable, data access, usage, or sharing with credit institutions shall be governed by the **Credit Information Companies (Regulation) Act, 2005**, and related regulations.
- Users understand that:
- KYC verification may be conducted by RBI-regulated partner banks, NBFCs, or authorized service providers;
- Transactions may be monitored, flagged, delayed, suspended, or reported to Financial Intelligence Unit – India (FIU-IND), regulators, or law enforcement agencies, as required by law;
- Failure to comply with KYC / AML / CFT requirements

may result in denial of services, suspension, or termination of access.

6. User Obligations and Prohibited Activities:

Users shall not:

- Use the Platform for fraudulent, unlawful, or prohibited transactions;
- Attempt unauthorized access, hacking, data scraping, or system interference;
- Reverse-engineer, decompile, or misuse AI models, algorithms, or system architecture;
- Circumvent compliance controls, transaction limits, or regulatory safeguards;
- Upload or transmit false, misleading, or illegal content.
- Attempt to manipulate, bias, or exploit AI models or automated decision-making systems;
- Introduce malware, ransomware, or automated scripts intended to disrupt Platform operations;
- Use the Platform in violation of applicable data protection or cybersecurity laws.

7. AI Usage and Automated Decision-Making

- The Platform uses artificial intelligence and automated systems for transaction analysis, risk scoring, fraud detection, and operational efficiency.
- AI-generated outputs are **assistive in nature** and may involve human oversight where required.
- ANVI does not warrant that AI outputs will be error-free, complete, or suitable for all purposes.
- Automated processing does not produce legal or similarly significant effects without appropriate safeguards, where required by law;
- Users may request human review of automated decisions, where such rights are available under applicable data protection laws;
- AI outputs are probabilistic in nature and shall not be treated as definitive advice or determinations.

8. Fees and Charges:

Any applicable fees, charges, or commissions shall be disclosed transparently prior to transaction initiation and may be revised

in accordance with applicable laws and partner arrangements.

9. Intellectual Property Rights:

All intellectual property rights, including software, source code, AI models, algorithms, trademarks, trade secrets, designs, and platform architecture, are the exclusive property of the Company or its licensors. No rights are granted except as expressly stated.

10. Data Protection and Privacy:

User data shall be collected, processed, stored, and shared strictly in accordance with:

- The Information Technology Act, 2000 and rules made thereunder;
- Applicable data protection, cybersecurity, and RBI guidelines;
- The **Privacy Policy – SIVI**, which forms an integral and binding part of these Terms.

By using the Platform, users expressly consent to such lawful processing and disclosures, including disclosures

required for regulatory, compliance, audit, or legal purposes.

Where Personal Information of users located in the European Union is transferred outside the EU, such transfers shall be carried out in accordance with lawful transfer mechanisms recognized under GDPR, including Standard Contractual Clauses or equivalent safeguards.

11. Disclaimers:

- Services are provided on an "**as is**" and "**as available**" basis;
- ANVI does not guarantee transaction success, approvals, settlement timelines, or regulatory outcomes;
- Delays or failures caused by partner institutions, regulatory actions, force majeure events, or technical issues are expressly disclaimed.
- While ANVI implements reasonable security practices, no system is completely secure. In the event of a personal data breach, ANVI shall take reasonable steps to mitigate impact and comply with applicable breach notification obligations under law.

12. Limitation of Liability:

To the maximum extent permitted by law, ANVI shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, data, or business, arising from the use of or inability to use the Platform.

Nothing in this clause shall exclude or limit liability where such exclusion is prohibited under applicable law.

13. Indemnity:

Users agree to indemnify and hold harmless ANVI, its directors, officers, employees, and partners from any claims, losses, penalties, or damages arising out of violation of these Terms or applicable laws.

14. Suspension and Termination:

ANVI may suspend or terminate access to the Platform, with or without prior notice, in order to:

- Comply with directions, advisories, or orders issued by RBI, FIU-IND, courts, or other statutory authorities;
- Enforce the KYC Policy – SIVI, AML Policy – SIVI, CFT Policy

- SIVI, or any other internal compliance framework;
- Prevent fraud, misuse, cybersecurity threats, or regulatory breaches;
- Address unresolved customer grievances in accordance with the **Customer Grievance Redressal Policy – SIVI**;
- Enforce these Terms of Use.

15. Amendments:

ANVI reserves the right to modify these Terms at any time. Continued use of the Platform constitutes acceptance of the revised Terms.

16. Governing Law and Jurisdiction:

These Terms, together with the **KYC Policy – SIVI, AML Policy – SIVI, CFT Policy – SIVI, Privacy Policy – SIVI, Customer Grievance Redressal Policy – SIVI**, and any other policies referenced herein, shall be governed by and construed in accordance with the laws of India.

If any provision of these Terms is held to be invalid or unenforceable under applicable law, such provision shall be

severed, and the remaining provisions shall remain in full force and effect.

For users located in jurisdictions where mandatory consumer protection laws apply, including the European Union, this clause shall not deprive users of rights granted under such mandatory laws.

The courts at **Delhi, India**, shall have exclusive jurisdiction.

Contact Details:

For any queries related to this policy, please contact the company's AML Compliance Officer or Head of Compliance at compliance@anvi.ai