23 Finverse Digital Consent & eSign Framework Policy

Effective Date: [Insert Date]
Last Updated: [Insert Date]

1. Purpose

23 Finverse ("Company", "we", "our", or "us") is committed to providing secure, legally compliant, and transparent digital onboarding and transaction processes.

This Digital Consent & eSign Framework Policy ("Policy") establishes the standards governing the creation, collection, verification, storage, and preservation of electronic records, electronic consents, electronic signatures, and digital evidence generated through the 23 Finverse platform.

This Policy applies to all customers, employees, Channel Partners (CPs), Distributor Partners (DPs), vendors, and any individual using electronic processes on behalf of 23 Finverse.

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2. Legal Framework

This Policy is intended to support compliance with applicable Indian laws, including:

- Information Technology Act, 2000.
- Digital Personal Data Protection Act, 2023.
- Applicable rules governing electronic records and electronic signatures.
- Relevant RBI, SEBI, IRDAI, UIDAI, or other regulatory guidelines, where applicable.
- The Indian Evidence Act, 1872, as amended by subsequent legislation relating to electronic evidence.

Where regulatory requirements impose additional standards, those requirements shall prevail.

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3. Electronic Records

23 Finverse recognizes electronic records as valid business records where created, maintained, and preserved in accordance with applicable law.

Electronic records may include:

- Account registrations.
- Customer onboarding forms.
- KYC documents.
- Terms and Conditions acceptance.
- Privacy Policy acknowledgements.
- Subscription purchases.
- Payment confirmations.
- Service requests.
- Electronic contracts.
- Customer communications.
- Audit logs.
- Consent records.

Electronic records shall be stored securely and maintained to preserve their integrity, authenticity, and accessibility.

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4. Click-Wrap Agreements

23 Finverse may use click-wrap agreements for obtaining user acceptance of:

- Platform Terms of Use.
- Privacy Policy.
- Subscription terms.
- Product disclosures.
- Customer declarations.
- Other legally binding agreements.

Users provide consent by selecting an affirmative option such as:

- "I Agree"
- "Accept"
- "Proceed"
- "Continue"

The Platform shall ensure that:

- The agreement is presented before acceptance.
- Users have an opportunity to review the terms.
- Acceptance is recorded with appropriate metadata.
- A copy of the applicable terms is retained for evidentiary purposes.

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5. Browse-Wrap Notices

Certain informational notices, including website usage terms, cookie notices, or publicly available policies, may be presented using browse-wrap mechanisms.

Where browse-wrap is used:

- Relevant notices shall be prominently displayed.
- Users shall have reasonable access to applicable policies.
- Browse-wrap shall not be used where explicit consent is required by law.
- Express consent shall be obtained for activities requiring affirmative acceptance, including processing personal data where applicable.

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6. OTP-Based Consent

One-Time Password (OTP) authentication may be used as a mechanism to verify user intent and authorize specific actions.

OTP verification may be used for:

- Customer registration.
- Login authentication.
- Mobile number verification.
- Transaction authorization.
- Consent confirmation.
- Account recovery.
- Profile changes.
- Acceptance of specified agreements.

The Company shall maintain records of:

- OTP generation.
- Delivery status, where available.
- Successful verification.
- Date and time.
- Associated transaction reference.

OTP verification supplements, but does not replace, other legal or regulatory requirements where stronger authentication is mandated.

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7. Aadhaar eSign

Where legally permissible and operationally available, 23 Finverse may facilitate Aadhaar-based eSign services through authorized service providers.

Such services shall:

- Be used only with the individual's informed consent.
- Comply with applicable laws, regulations, and UIDAI requirements.
- Be provided through authorized and compliant eSign service providers.
- Be used only for transactions or documents where such signatures are legally acceptable.

Customers remain responsible for ensuring the accuracy of the information provided during the eSign process.

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8. Digital Signatures

Where required by law or business requirements, electronic documents may be executed using legally recognized digital signature technologies.

Digital signatures may be used for:

- Commercial agreements.
- Vendor contracts.
- Regulatory documentation.
- Internal approvals.
- Customer documentation.
- Financial transactions where appropriate.

The Company shall implement reasonable measures to verify the authenticity and integrity of digitally signed documents.

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9. Timestamping

Electronic actions performed on the Platform shall, where appropriate, be recorded with secure timestamps.

Timestamp information may include:

- Date.
- Time.
- Time zone.
- Transaction identifier.
- System-generated event logs.

Timestamp records support:

- Transaction verification.
- Legal enforceability.
- Audit requirements.
- Incident investigation.
- Regulatory compliance.

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10. IP Address Logging

For security, fraud prevention, audit, and compliance purposes, 23 Finverse may record technical information associated with electronic transactions, including:

- IP address.
- Browser type.
- Device information.
- Operating system.
- Session identifiers.
- Network metadata.
- Login history.
- Geographic information where technically available and legally permissible.

IP logging shall be conducted in accordance with applicable privacy laws and the Company's Privacy Policy.

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11. Audit Trail

23 Finverse shall maintain audit trails for significant electronic activities performed on the Platform.

Audit records may include:

- User authentication events.
- Consent acceptance.

- Document execution.
- Profile updates.
- Account modifications.
- Transaction approvals.
- Administrative actions.
- Access to sensitive information.
- Security events.

Audit trails shall be protected against unauthorized alteration or deletion and shall be retained in accordance with applicable legal and business requirements.

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12. Evidence Preservation

Electronic records and supporting evidence shall be preserved in a manner that supports their integrity and admissibility in legal, regulatory, or dispute resolution proceedings.

Evidence preservation measures may include:

- Secure storage.
- Access controls.
- Encryption.
- Integrity verification.
- Backup and disaster recovery procedures.
- Version control where applicable.
- Retention of metadata.
- Preservation of audit logs.
- Controlled deletion processes after expiry of retention requirements.

Where litigation, regulatory proceedings, or investigations are anticipated or ongoing, relevant electronic records may be preserved beyond ordinary retention periods until the matter is concluded.

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13. Information Security

Electronic consent and signature systems shall be protected using appropriate technical and organizational safeguards, including:

- Encryption of data in transit and at rest.
- Multi-factor authentication for privileged users, where applicable.
- Role-based access controls.

- Secure system logging.
- Regular security assessments.
- Vulnerability management.
- Incident response procedures.
- Business continuity and disaster recovery measures.

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14. User Responsibilities

Users of the Platform shall:

- Provide accurate information.
- Maintain the confidentiality of their login credentials and OTPs.
- Review documents before providing consent or executing electronic signatures.
- Report unauthorized account activity immediately.
- Not attempt to manipulate or misuse electronic consent mechanisms.

Failure to comply with these responsibilities may result in suspension of access or other action in accordance with applicable policies.

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15. Policy Review

23 Finverse shall periodically review this Policy to ensure compliance with changes in applicable laws, technology, regulatory guidance, and business operations.

The Company reserves the right to amend this Policy at any time. Updated versions shall become effective upon publication on the Platform or through official communication.

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16. Contact Information

For questions regarding this Policy or electronic consent processes, please contact:

23 Finverse

Legal & Compliance: legal@23finverse.com

Privacy Team: privacy@23finverse.com

Customer Support: support@23finverse.com

Registered Office: 5th Floor Esplanade One Mall Rasulgarh Bhubaneswar Odisha 751010