

## Terms of Service -

### 1. GENERAL

In terms of the Information Technology Act, 2000, this document is an electronic record. Being generated by a computer system, it does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.finplifi.com](http://www.finplifi.com)

The domain name [www.finplifi.com](http://www.finplifi.com) (hereinafter referred to as "Website" / "Finplifi") is owned by **Finplifi Financial Planners and Consultants**, bearing the registered address — **No. 206, Raja Rajeshwari Residency, Ramaiah Reddy Layout, Chikka Banaswadi Main Road, Bangalore — 560043**, Karnataka, India (hereinafter referred to as Firm)

For the purpose of these Terms of Service, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a User on the Website by providing Registration Data while registering on the Website. Services provided by the website which do not require registration do not absolve You of the contractual relationship established by this Agreement.

The term "We", "Us", "Our" shall mean [www.finplifi.com](http://www.finplifi.com) The use of this website by You is solely governed by the Agreement. Moving past the home page of the website or using any of the services shall be taken to mean that You have read and agreed to all of the terms and conditions so binding on You as laid down in this Agreement.

You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this site, and they shall be deemed to be incorporated into this Terms of Service and shall be considered as part and parcel of this Terms of Service. We hold the sole right to modify the Terms of Service without prior permission from You or informing You. The relationship creates on You a duty to periodically check the terms and stay updated with its requirements. If You continue to use the website following such a change, this is deemed as consent by You to the so amended policies by Us. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Finplifi.com is the website of the financial management and investment advisers by the name **Finplifi Financial Planners and Consultants**.

Users can use this Website to learn more about the services offered by Us while existing customers can register with us by creating an account. By logging into this account, customers can access their investment data and receive and view reports of activities done through their account by us. This is also a means for the customer to review the services we provide and to keep track of their investments.

By impliedly or expressly accepting these Terms of Service, you also accept and agree to be bound by other Firm Policies, inter alia the Privacy Policy, which would be amended from time to time.

## **2. BROWSING AND MEMBERSHIP**

The browsing of the Website is restricted to those above 18 years of age, or to such group that can be termed to have attained 'majority' under the laws of the respective jurisdictions in where this Website can be seen and is accessible or to emancipated minors, who possess legal parental or guardian consent, or are in a position so as to be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. The guardians of such minors will be solely responsible for their activities and transactions on the Platform and we will not bear any onus or be liable for the same in any manner. The browsing can be availed of by those who are deemed Incompetent to Contract under the Indian Contract Act, 1872, but subject to the certain conditions.

Membership is solely reserved to Our existing customers who can register with us using existing login credentials and can use this account by logging in to check out the activities on their investment account and receive regular updates from Us.

We hereby state that we are registered with SEBI and has the applicable capital adequacy prescribed under Regulation 8(2) of the SEBI Regulations. we shall also ensure that any representative appointed by us to deliver the services shall have the necessary certifications specified by the SEBI.

Further, you are solely responsible for protecting the confidentiality of your username and password and any activity under the account will be deemed to have been done by You. In the case that You provide us with false and inaccurate details or the Firm has reasonable reasons to believe You have done so, we hold the rights to suspend Your account and/or terminate this Agreement without being held liable for the same.

## **3. COMMUNICATIONS**

By using this Website, it is deemed that You have consented to receiving calls, auto-dialled and/or pre-recorded message calls, from Us at any time with the use of the telephone number that has been provided by You for the use of this Website, subject to the Privacy Policy. This includes contacting You through information received through other parties as well as contacting other parties through the information You provide to Us. The use of this Website is also Your consent to receive SMSs from Us at any time We deem fit. This consent to be contacted is for purposes that include and are not limited to clarification calls and marketing and promotional calls. Such calls shall be made after fixing an appointment with You via e-mail. In case You wish to stop contact with Us for the same, you may send Us a mail to the effect at [Narayan.kamath@finplifi.com](mailto:Narayan.kamath@finplifi.com).

You may also be contacted by Service Providers with whom We have entered into a contract in furtherance of Our rights, duties and obligations under other agreements, contracts and policies followed by Us. Such contact will be made only in pursuance of the respective contracts, agreements and/or policies.

The sharing of the information provided by You will govern by the Privacy Policy. We will not give out such information as Your contact information to third parties not connected with the Website, and/or for any purpose not in furtherance of the activities and aims of the Website. Please refer to the 'Privacy Policy'.

#### **4. PAYMENT**

The browsing of this Website is free of cost and membership can be attained only by becoming Our paid customer as the login account is for the purpose of regularly communicating and updating our existing customers. But You hereby understand that this 'no charge' policy for browsing may be amended at anytime at the discretion of the Website and the Firm.

For the purpose of this section, Buyer would include any User who has logged into his account to view his investment account and choose to make an investment in mutual funds through the Website. Seller means Finplifi or the Firm whose financial products the Buyer purchases through our software service provider. While availing any of the payment method/s available on the Website, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- i. Lack of authorization for any transaction/s, or
- ii. Exceeding the preset limit mutually agreed by You and between "Bank/s", or
- iii. Any payment issues arising out of the transaction, or
- iv. Decline of transaction for any other reason/s All payments made against the products/services on the website by you shall be compulsorily in the currencies accepted on the Website, which includes Indian Rupees. The list of accepted currencies shall be displayed to the User at the time of payment and the User may choose the most favourable option. The Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

Payment Facility for Buyers:

- i. You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the products and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.
- ii. You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility.

We reserve the right to impose limits on the number of Transactions or Transaction Price which We may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

We reserve the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with Us or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

We may do such checks as it deems fit before approving the receipt of Transaction Price from the Buyer for security or other reasons at Our discretion. As a result of such check if We are not satisfied with the creditability of the Buyer or genuineness of the Transaction / Transaction Price, it will have the right to reject the receipt of Transaction Price.

We may delay notifying the payment confirmation, if we deem it suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, we may hold Transaction Price or remit Transaction Price to law enforcement officials (instead of refunding the same to Buyer) at the request of law enforcement officials or in the event the Buyer is engaged in any form of illegal activity.

The Buyer acknowledges that We will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond Our control.

## **5. THIRD PARTY INFORMATION**

The content on the Website which includes all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, design documents, and artwork is a combination of Third-Party content and Our content. We have no control over such third-party user generated content as We are merely an intermediary for the purposes of this Terms of Service. In the event, if any of the Third-Party Content infringes any Intellectual Property of any person, the Third Party shall be solely responsible for any loss caused and We shall not be liable. You may send as an email at [support@finplifi.com](mailto:support@finplifi.com) to report any such content.

Other than when expressly allowed, the use of such content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent is not allowed.

## **6. USER CONTENT**

The content that You upload or post will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide and are not entitled to any payment or other compensation for such use. You also grant Us the right to sub-license these rights, and the right to bring an action for infringement of these rights. We reserve the right to edit or remove any material submitted to this Website, or stored on Our servers, or hosted or published upon this Website.

Those posting any form of User content on the Website must verify the truthfulness and authenticity of the particulars of the content, including the time, place and nature. Before allowing such content to be posted on the Website, we have the right and authority to verify the accuracy of such particulars related to the content with the respective sources provided by the User posting such content, if We feel that there is a need to check such accuracy.

We have the right to upload content on behalf of third parties, subsequent to collecting such information and verifying it if we deem it necessary. Notwithstanding this, we can in no way be held liable for any false or misleading information.

In case any content is considered to be unlawful or against the law within any jurisdiction in which Our Website can be seen and accessed, it shall be removed forthwith by Us on being intimated by the authorities of the respective jurisdiction that such content is deemed unlawful. We cannot be held liable or questioned for the same.

## **7. USER OBLIGATIONS**

1. You are a restricted user of this Website.

You are bound not to cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website. With Our prior permission limited use may be allowed. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted. You agree not to access (or attempt to access) the Website and/or the materials or Services by any means other than through the interface that is provided by the website. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website. You acknowledge and agree that by accessing or using

the Website or Services, you may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website. Further, you may report such offensive content by sending us an e-mail to Our official e-mail address.

2. This Website by nature allows you to upload information; You undertake to ensure that such material is in accordance with applicable laws. Further, you undertake not to:

You agree not to access (or attempt to access) the Website and/or the materials or Services by any means other than through the interface that is provided by the website. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website. You acknowledge and agree that by accessing or using the Website or Services, You may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website. You may report such offensive content by sending us an e-mail to Our official e-mail address – [support@finplifi.com](mailto:support@finplifi.com)

The User agrees and understands that we shall not be in possession of the User's funds and assets and it shall only be responsible for providing advisory and consultancy services in terms of the Advisory Agreement signed between the us and the User. In the event the Users assigns us any task with respect to managing the funds of the User or using the same in furtherance of implementation of the investment plan designed for the User, it shall do so in a fiduciary capacity and in lending such services, we shall act as an advisor and consultant with regard to the Client's funds.

The Users Agree and understand that their association with us will not be deemed to constitute a partnership or agency between the Parties hereto, unless otherwise expressly agreed to between the Parties.

3. This Website by nature allows you to upload information; You undertake to ensure that such material is in accordance with applicable laws. Further, you undertake not to:
  - a. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
  - b. Engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
  - c. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
  - d. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic,

paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

- e. Post any file that infringes the copyright, patent or trademark of other legal entities;
- f. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- g. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- h. Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of the website, including any website Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;
- i. Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
- j. Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section;
- k. Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of this website or other third parties;
- l. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- m. Violate any applicable laws or regulations for the time being in force within or outside India;
- n. Violate the Terms of Service including but not limited to any applicable Additional Terms of the Website contained herein or elsewhere;
- o. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- p. Threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement

to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

- q. Publish, post, disseminate information that is false, inaccurate or misleading; violate any applicable laws or regulations for the time being in force in or outside India;
- r. Directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- s. Create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Service to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. While We shall not be held liable or answerable to Users for any such acts on Your part, violation of this clause would lead to potential criminal legal action against You, either by other Users of the Website or by Us.

We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena.

We have no obligation, to monitor the material posted on the Website. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Service. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE. In no event shall We assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

## **8. COMPLIANCE WITH LAWS**

The user of the Website shall comply with all the applicable laws including without limitation Foreign Exchange Management Act, 1999 and the rules made



and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India applicable to them respectively for using Payment Facility and the website.

## **9. DISCLAIMER OF WARRANTIES AND LIABILITIES**

You expressly understand and agree that, to the maximum extent permitted by applicable law:

The website, services and other materials are provided by this website is on an "As is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Finplifi makes no warranty that:

- i. Your requirements will be met or that services provided will be uninterrupted, timely, secure or error-free;
- ii. Materials, information obtained and results will be effective, accurate or reliable;
- iii. Any errors or defects in the website, services or other materials will be corrected.

To the maximum extent permitted by applicable law, we will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Finplifi Also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content. The user understands and agrees that any material or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. We are not responsible for any typographical error leading to an invalid coupon. Finplifi Accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties. We shall not be liable for any third-party product or services.

Finplifi has its own discretion to allow Users to login to the Website to view their investment portfolio. The data / information provided by Finplifi about the user's / investor's investment portfolio after login is sourced from a third party. Finplifi does not warrant accuracy of any NAV or other feed or data received from Mutual Funds and/or any other third party and shall not be responsible for any loss or liability incurred by the User as a consequence of him / her or any other person taking any investment decisions based on the information, NAV's, analysis, etc., provided on the website. Mutual fund investments are subject to market risks. Users should read the Scheme

Information Document (SID) / Statement of Additional Information (SAI) / Key Information Memorandum (KIM) carefully before making any investments.

Finplifi will also not be liable for any errors, omissions, disruption, delay, interruption, failure, deletion or defect of/in the information provided by any third party on the Website. Finplifi will not be liable, directly or indirectly, to the User or any third party, as a consequence of the failure of its information provided on Website or that of any Internet Service Provider, User or any third party to function in such manner as is reasonably expected. Finplifi shall not be responsible for any downtime of any service.

## **10. INDEMNIFICATION AND LIMITATION OF LIABILITY**

You agree to indemnify, defend and hold harmless this website including but not limited to its affiliate vendors, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or may be payable by virtue of, any breach or non- performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these terms of use. Further, you agree to hold us harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the website, any claim that your material caused damage to a third party, your violation of the terms of service, or your violation of any rights of another, including any intellectual property rights.

In no event shall we, or our officers, directors, employees, partners or suppliers be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the website, services or materials.

The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

## **11. INTELLECTUAL PROPERTY RIGHTS**

Unless expressly agreed to in writing, nothing contained herein shall give the Member a right to use any of the Platform's, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Platform and other distinctive brand features of the Platform are our property or the respective copyright or trademark owner. Furthermore, with respect to the Platform created by us and we shall be the exclusive owner of all the designs, graphics and the like, related to the Platform.

## **12. SEVERABILITY**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **13. BREACHES OF THESE TERMS AND CONDITIONS**

Without prejudice to our other rights under these Terms of Use, your rights under the Agreement may automatically terminate without notice if you fail to comply with its terms. If you do not comply with the terms, We have the right to take any action We deem appropriate. We may terminate the Agreement or restrict, suspend or terminate your access to the website or your use of the Service at our discretion without notice at any time and/or bringing court proceedings against you, including if we determine that your use violates the Agreement, is improper, substantially exceeds or differs from normal use by other users, or otherwise involves fraud or misuse of the Service or harms our interests or those of another user of the Service or of a third party.

## **14. NO WAIVER**

Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.

## **15. FORCE MAJEURE**

Neither Us nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

## **16. DISPUTE RESOLUTION**

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be resolved by arbitration, as per the Arbitration and Conciliation Act 1996. The seat of the arbitral proceedings shall be, and the venue of the same shall be Bengaluru. The matter shall be referred to a panel of arbitrators as appointed on mutual agreement between the parties. The arbitral award shall be final and binding on both parties.