

TERMS OF USE

THIS TERMS OF USE (“TERMS”) IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

This Terms applies to the use of the website www.intellectfinventures.com, mobile-optimized version of the website and other media formats (Collectively referred to as “**Website**”), owned by **INTELLECT FINVENTURES PRIVATE LIMITED** under the name and style of “**Intellect**” (hereinafter referred to as the “**Company**” “**We**” “**Us**” and “**Our**”). The Company is engaged in the services as may be listed on the Website (“**Services**”) to its customers.

Please read the Terms carefully.

THE COMPANY IS NOT A REGISTERED BROKER-DEALER, INVESTMENT ADVISER OR INVESTMENT MANAGER, OR PORTFOLIO MANAGER AND DOES NOT OFFER INVESTMENT ADVICE OR RECOMMEND OR OTHERWISE SUGGEST THAT ANY INDIVIDUAL MAKE AN INVESTMENT IN A PARTICULAR OFFERING.

By accessing, browsing or otherwise using the Website, or any other websites or applications of the Company that links to these Terms and/or by accessing any content on the Website including any Services, data, text, software, photographs, graphics, audio, video, message or other material appearing on the Website (collectively, “**Content**”) you (“**You**”, “**User**”, “**Your**”, “**Yourself**” “**Customer**”) represent that You have read and understood the terms and conditions specified in the Terms and thereby expressly agree to be bound by the Terms. If You do not agree with the Terms mentioned herein, please exit this Website and restrict your access. The User agrees and understands that the Website and its Content are owned by the Company or its licensors, if any.

Any changes to this Terms will become effective upon posting of the revised Terms on the Website. It is recommended that You regularly check this Terms to apprise Yourself of any updates. Your continued use of Website or provision of data or information thereafter will imply Your unconditional acceptance of such updates to this Terms.

In order to use the Website, it shall be Your responsibility to comply with these Terms, Privacy Policy and any other agreement(s) that You may enter into with the Company. In case of conflict between this Terms and such agreement that You may enter into with the Company, the interpretation placed by the Company shall be final and binding on You. A breach or violation of any of the Terms will result in an immediate termination of Your access to and use of the Website.

1. ELIGIBILITY

- 1.1. Use of the Website is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. 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.
- 1.2. Any person under the age of 18 shall not use the Website or if any minor wishes to use the Website, then the same must be accessed through minor’s legal guardian or parents. Any minor accessing or using the Website in violation of these Terms shall be doing so at their own risk and the Company shall not be responsible or liable for any activities or interactions of such minor on the Website.
- 1.3. The Company operates this Website from Gurugram, Haryana, India and makes no representation that the materials are appropriate or will be available for use in other locations.

Those who access the Website from outside India are responsible for compliance with local laws.

- 1.4. If You represent an entity, organization, or any other legal person then You hereby confirm and represent that You have the necessary power and authority to bind such entity, organization, or legal person to these Terms.

2. ACCEPTANCE OF TERMS

- 2.1. The User is required to carefully read these Terms, as it contains the Terms governing the User's use of the Website and any Content that the Company may make available through the Website about itself or its Services.
- 2.2. The User shall not use the Website if the User does not accept the Terms or is unable to be bound by these Terms.
- 2.3. By merely accessing, using or browsing the Website and/or its Content, the User agrees to be legally bound by the Terms and by agreeing to this Terms, the User is entering into a legally binding contract with the Company and hereby represents and warrants that the User has validly entered into these Terms and has the legal power to do so.
- 2.4. The User further represents and warrants that the User shall be solely responsible for the due compliance with these Terms. As such, the User shall indemnify and hold the Company harmless from and against any and all loss, costs, damages, liabilities and expenses (including attorney's fees) incurred in relation to or arising from Your breach of the Terms.

3. INFORMATIONAL WEBSITE

- 3.1. You agree, understand and acknowledge that the Website is an online platform that enables and provides information regarding the Company and its Services on the Website. You further agree and understand that the information and Content provided by the Company on the Website is for general informational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. All information including Content on the Website is provided on a good faith basis, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any such information on the Website.
- 3.2. Information displayed on this Website is upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. You may choose to use information displayed on this Website at your own risk. Neither Company, its affiliates, nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this Website.

4. THIRD-PARTY CONTENT

- 4.1. The Website might contain links to third-party websites, services, and advertisements for third parties. Third-party websites may in turn link to the Website. You acknowledge and agree that third-party websites, advertisements and services are not under the control of Company and that Company is not responsible for the information, content, products, services, advertising, or other materials which may be provided therein ("**External Content**").
- 4.2. Additionally, we may furnish reports, summaries, charts, data, reports, and analysis prepared by third parties for You to provide better understanding of our Services ("**Third Party**").

Materials”). You understand and acknowledge that Your reliance on any Third Party Materials is at Your own risk, and You should always obtain independent business, legal and tax advice in relation to all Your decisions.

- 4.3. The inclusion of any link to such External Content or Third Party Materials on the Website does not imply Company’s endorsement, sponsorship, or recommendation of such External Content or Third Party Material. Company specifically states that the links to External Content and Third Party Materials have been provided for convenience purpose and Company does not review, approve, monitor, warrant, make any representations, or assume any liability whatsoever in connection with the use or reliance of such External Content.
- 4.4. The Company shall not be responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such third party websites. Before enabling any sharing functions to communicate with any such third party websites or otherwise visiting any such websites, the Company strongly recommends that the User reviews and understands the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website. intellectfinventures@gmail.com.

5. PERSONAL INFORMATION

- 5.1. Your submission of personal information through the Website is governed by our Privacy Policy. Please review the Privacy Policy to understand our privacy practices.
- 5.2. The personal information/data provided by You during the course of usage of the Website will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If You object to that the given information is transferred or used, please write to us at intellectfinventures@gmail.com. or the Company advises You to not use the Website for Your safety purposes.

6. FORCE MAJEURE EVENTS

- 6.1. For the purpose of these Terms, the term “**Force Majeure Event**” shall mean any event that is beyond the reasonable control of the Company and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, foreign or governmental order including orders of lock-down, quarantine, an outbreak of an epidemic, pandemic or other communicable diseases, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, and any other similar events not within the control of the Company and which the Company is not able to overcome. The Company shall solely determine what would constitute as a Force Majeure Event and the same shall be final and binding upon its Users.
- 6.2. The Company shall not be liable to the User for Website’s failure to perform or for delay in the performance of the Website including any unavailability, non-availability or partial availability of the Website, downtime, maintenance of the Website, slow-down of the Website, any disruption, defects, deficiency or delay in the Services arising from the acts/omissions of the Customer, non-responsiveness of the Customer, in each case to the extent such failure or delay results from causes beyond Company’s reasonable control including Force Majeure Events.

7. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 7.1. All of the Content and Services details provided on the Website, including text, software, scripts, code, designs, graphics, photos and other Content and the copyrights, trademarks, Services marks, logos, trade names, and other intellectual and proprietary rights associated

therewith (“IP”) is owned by Us or its rightful licensors, (if any) that we license such information from, and is protected by copyright, trademark, patent and other intellectual property laws.

- 7.2. The User hereby acknowledges that the IP constitutes original works and has been developed, compiled, prepared, revised, selected, and arranged by Us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes Our valuable intellectual property.
- 7.3. The User thereby agrees to protect Our proprietary rights at all times. You shall not selectively download portions of the Website without retaining the copyright notices. The User may download material from the Website only for Your own personal use and for no commercial purposes whatsoever.
- 7.4. The User shall use the Website strictly in accordance with these Terms, and shall not, directly or indirectly;
 - 7.4.1. decompile, disassemble, reverse engineer, or attempt to derive the source code of, or in any manner decrypt, the Website;
 - 7.4.2. make any modification, adaptation or improvement, enhancement, translation or derivative work from the Website;
 - 7.4.3. violate any applicable laws, rules or regulations in connection with Your access or use of the Website;
 - 7.4.4. remove or obscure any proprietary notice (including any notices of copyright or trademark) forming a part of the Website;
 - 7.4.5. use the Website for any commercial or revenue generation endeavours, or other purposes for which it is not designed or intended;
 - 7.4.6. use the Website for data mining, scraping, crawling, redirecting, or for any purpose not in accordance with these Terms;
 - 7.4.7. use the Website for creating a Services or software that is directly or indirectly, competitive with the Website or any products or any Services offered by or listed on the Website; or
 - 7.4.8. derive any confidential information, processes, data or algorithms from the Website.
 - 7.4.9. license, sell, rent, lease, transfer, assign, distribute, transmit, host, or otherwise commercially exploit the Website, without prior written consent of Company;
 - 7.4.10. copy, reproduce, distribute, republish, download, displayed, post or transmit in any form or by any means, any part of the Website, for any commercial purpose or otherwise, without express written consent of Company;
 - 7.4.11. use the Website in any way that causes, or may cause, damage to the Website, its users or impair the availability or accessibility of the Website or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - 7.4.12. abuse, harass, impersonate, intimidate or threaten other users;

- 7.4.13. impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - 7.4.14. submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
 - 7.4.15. take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load/strain on our infrastructure; and/or
 - 7.4.16. sell or otherwise transfer your Customer Account/ profile, or allow any third party to use or access your Customer Account.
- 7.5. Any infringement shall lead to appropriate legal proceedings against You.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 8.1. The information provided on this Website is for general informational purposes only and should not be considered as financial advice. The Content is intended to provide general guidance on financial planning and advising topics and should not be relied upon as a substitute for professional financial advice tailored to your specific situation.
- 8.2. The information provided on this Website may not be suitable for everyone, as individual circumstances vary. Each person's financial situation is unique, and what may be appropriate for one individual may not be suitable for another.
- 8.3. Occasionally there may be information on Our Website that contains typographical errors, inaccuracies or omissions that may relate to Company or its Services descriptions and availability. We reserve the right to, but are not obliged to, correct any errors, inaccuracies or omissions, and to change or update information about the Services or on anything related to the Website which stands inaccurate at any time without any prior notice to the Users.
- 8.4. The Website and all information, Content, materials and Services included on or otherwise made available to You through the Website are provided by the Company on an “*as is*” or “*as available*” basis, without representations or warranties of any kind, either express or implied, including all implied warranties or quality, for a particular purpose, durability, title, and non-infringement, satisfactory quality, compatibility, applicability, usability, appropriateness, as to the operation of the Website, the accuracy or completeness of the Content and the accuracy of the information.
- 8.5. The User expressly agrees that the use of the Website is at User’s discretion and sole risk and that the User will be solely responsible for any damage or loss.
- 8.6. The Company does not warrant that the information, content, materials, products (including software) or other Services included on or otherwise made available to You on or through the Company (whether by Company, its affiliates, suppliers, content providers and advertisers), Company’s servers or electronic communications sent by Company are free of viruses or other harmful components.
- 8.7. The Company shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for business losses, loss of contracts or business relationships, profits, data, database, software or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failure of the Company and any materials posted thereon, products (including software) or other Services or otherwise made available to You through the Company, irrespective of whether

such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

- 8.8. You confirm and acknowledge that by registering or contacting the Company or sharing your details with the Company on and through the Website, You authorize and consent to Company sending promotional and marketing content to You through emails, phone calls, short message service or other electronic and non-electronic mode of communication, and no such communication shall be deemed to be in violation of law relating to unsolicited commercial communication.
- 8.9. You accept that we have an interest in limiting the personal liability of our officers and employees to the extent permitted by law and, having regard to that interest, You agree that You will not bring any claim personally against our officers or employees in respect of any losses You suffer in connection with the Website or this Terms.
- 8.10. The laws of certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to You, and You might have additional rights.

9. INDEMNIFICATION

The User shall indemnify and hold harmless the Company, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any and all claims or demands, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of the User's breach of these Terms, Privacy Policy and other policies, or the User's violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third party.

10. ASSIGNMENT

It is expressly agreed by the User that the Company may 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 the User, except to the extent provided by law.

11. WAIVER

Company's failure to enforce any provision of this Terms shall not be construed to be waiver of such provision nor the right to enforce such provision.

12. SEVERABILITY

If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving tfo the maximum extent the original rights, intentions and commercial expectations of the parties hereto, as expressed herein.

13. GOVERNING LAW

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. You agree, in the event of any dispute arising in relation to these Terms or any dispute arising in relation to the Website, whether in contract or tort or otherwise, to submit to the exclusive jurisdiction of the courts located at Thane, Maharashtra, India for the resolution of all such disputes. 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 the Company and the User and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Thane, Maharashtra, India.

14. CONTACT DETAILS

If You have any questions or concerns about this Terms, You may contact the Company at intellectfinventures@gmail.com..
