

Know Your Client (KYC)
Application Form

Application Number : 03332a8a53ea4a3
(For Individuals only)

KYC Type ☒ Digilocker

Application Type ☒ New

Identity Details

PAN

CHUPT9159A

Name

PRADYUMN TIWARI

Father/Spouse Name

DWARIKA PRASAD TIWARI

Mother Name

Usha Tiwari

Date of Birth

10072004

Gender

☒ Male☐ Female☐ Transgender

Marital status

☐ Married☒ Unmarried☐ Other

Citizenship

☒ Indian☐ Other CountryCountry Code101

Residential Status

☒ Resident Individual☐ NRI☐ Foreign National☐ Person of Indian Origin

Occupation Type

☐ Agriculturist☐ Private Sector☐ Public Sector☐ Govt. Sector

☐ Others☐ Professional☐ Self Employed☐ House Wife

☐ Business☐ Retired☒ Student☐ Forex Dealer



Gross Income

☒ <1 Lakh☐ 1-5 Lakh☐ 5-10 Lakh☐ 10-25 Lakh☐ > 25 Lakh

Proof of Identity

Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the OVDs)

☒ PAN Card

Proof of Address

Line 1

C/O: Dwarika Prasad Tiwari,Shivpur Khurd Kala,Patti,

Line 2

Shivpur,Pratapgarh,Uttar Pradesh,

Line 3

230401

State/UT

Uttar Pradesh

PIN Code

230401

State/UT Code

Country

India

Country Code

101

City/Town/Village

Pratapgarh

AddressType

☐ Residential/Business☒ Residential☐ Business☐ Registered Office☐ Unspecified

Proof of Address

<input type="checkbox"/>	Passport Number		Passport Expiry Date			
<input type="checkbox"/>	Voter ID Card					
<input type="checkbox"/>	Driving Licence		Driving Licence Expiry Date			
<input checked="" type="checkbox"/>	Aadhaar Card	xxxxxxxx7008				
<input type="checkbox"/>	Others (any document notified by the central government)		Identification Number			

Correspondence / Local Address Details - Same as Current / Permanent / Overseas Address details

Line 1	C/O: Dwarika Prasad Tiwari, Shivpur Khurd Kala, Patti,					
Line 2	Shivpur, Pratapgarh, Uttar Pradesh,					
Line 3	230401					
State/UT	Uttar Pradesh	Pincode	230401	State/UT Code		
Country	India	Country Code	101	City/Town/Village	Pratapgarh	

Address Type	<input type="checkbox"/> Residential/Business	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	<input type="checkbox"/> Unspecified
--------------	---	---	-----------------------------------	--	--------------------------------------

Contact Details

E-mail ID	pradyumntiwari8439@gmail.com					
Mobile	91	8439886549	Tel. Office		Tel. Res.	

FATCA/CRS Information

☐ (Tick if Applicable)

Additional Details Required (Mandatory only if above option (5) is ticked)

Country of Jurisdiction of Residence	India	Country Code of Jurisdiction of Residence	101
Tax Identification Number or equivalent (If issued by jurisdiction)	CHUPT9159A		
Place / City of Birth		Country of Birth	India
		Country Code	101

Address			
Line 1	C/O: Dwarika Prasad Tiwari, Shivpur Khurd Kala, Patti,		
Line 2	Shivpur, Pratapgarh, Uttar Pradesh,		
Line 3	230401		
City/Town/Village	Pratapgarh		
State/UT	Uttar Pradesh	Country	India
		Country Code	101

Address Type	<input type="checkbox"/> Residential/Business	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	<input type="checkbox"/> Unspecified
--------------	---	---	-----------------------------------	--	--------------------------------------

Political Exposure

☐ (Tick if Applicable)

Tick if Applicable ☐ Politically Exposed Person (PEP) ☐ Related to Politically Exposed Person (RPEP)

Applicant Declaration

- I hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.
- I am also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Date Place



Signature

Attestation / For Office Use Only

Documents Received ☐ Certified Copies ☐ E-KYC data received from UIDAI ☐ Data received from Offline verification ☐ Digital KYC Process
☒ Equivalent e-document ☐ Video Based KYC

KYC documents verification carried out by

Date: - -

Emp. Name

Emp. Code

Emp. Designation

Emp. Branch

KYC USING DIGILOCKER

Institution details

Name

Code

[Institution Stamp]

In-Person Verification (IPV) carried out by

Date: - -

Emp. Name

Emp. Code

Emp. Designation

Emp. Branch

KYC USING DIGILOCKER

Institution details

[Institution Stamp]

TERMS OF USE

Please read the following terms of use ("Terms of Use" or "Terms") of the websites <https://www.niyomoney.com/> / <https://niyomoney.com> or the mobile application, Niyo Money ("Application"), available at android (play store) and iOS (app store) (collectively "Platforms").

For the purpose of these Terms of Use, wherever the context so requires "You" "Your", or "User" shall mean any natural or legal person who has agreed to become a registered User on the Platforms by providing information while registering on the Platforms. The term "We", "Us", "Our" or "Company" shall mean Alphafront Finserv Private Limited, a company registered under the Companies Act, 2013, having the Company Identification Number - U74140RJ2015PTC047362 ("Company"). The Platforms are owned and operated by the Company & its affiliates. Please read the Terms carefully before signing up or logging in or using in any manner whatsoever the Platforms.

You will be bound by the Terms of Use set forth herein, Redemption, Refund, and Cancellation Policy, Privacy Policy, Execution Agreement and Advisory Services Agreement available at the platforms, when you visit and/or access the Platforms. These Terms of Use, Redemption, Refund, and Cancellation Policy, and the Privacy Policy, Execution Agreement and Advisory Services Agreement constitute a valid and legally binding agreement between You and the Company ("Niyo Money Polices"). By logging in or using the Platform or Our Services (as defined hereinafter), You agree to be bound by Niyo Money Polices including any additional guidelines and/or future modifications.

We may update these Terms of Use from time to time and please ensure that You review these Terms from time to time to stay updated on Our terms and policies. Please ensure You read Our Terms of Use and any updated version when You use the Platforms. This document is an electronic record in terms of the Information Technology Act, 2000 ("IT Act"), the rules thereunder as applicable, and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

The Company and You may be individually referred to as a "Party" and collectively as "Parties", as the context may require in the Terms.

1. Acceptance of Terms

- These Terms set forth a legally binding contract between You and Us. By using the Platforms, You agree to be bound by these Terms. Even if You only visit either of the Platforms or review any of the services offered by Us, You will be bound by these Terms. If You do not accept these Terms, You must not use the Platforms.
- To accept these Terms, You must be at least 18 (eighteen) years of age or such other older legal age as is required in Your jurisdiction to form a legally binding contract in Your jurisdiction. In the event that You are below 18 (eighteen) years of age or such other older legal age as is required in Your jurisdiction to form a legally binding contract, You agree that Your guardian has read and accepted these Terms on Your behalf. If acting on behalf of an entity, such as a company/Hindu Undivided Family, please ensure that You have the documents to establish that You have the authority to execute necessary documentation on behalf of such entity.
- In consideration of Your use of the Platforms, You agree to:
 - provide true, accurate, current and complete information about Yourself as prompted on the Platforms;
 - maintain and promptly update Your data to keep it true, accurate, current and complete.
- If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your Account (as defined below) and refuse any and all current or future use of the Platforms (or any portion thereof) at any time.
- You will be required to enter a valid phone number and email id while registering on the Platforms. The email id entered by you shall be considered as the registered email id for the Platforms. By registering Your phone number with Us, You consent to be contacted by Us via phone calls, SMS notifications, and/or e-mails, in respect of any communication, such as subscription/service updates.
- For information about the Company's policies and practices regarding the collection and use of Your identifiable information, please read – (i) Redemption, Refund, and Cancellation Policy – (ii) Privacy Policy. It is expressly clarified by Us and agreed by You that these aforementioned policies form an integral part of Terms, and in the event of any breach or non-compliance of these policies, the Company may take any action under these Terms or under applicable law.
- You herein authorise the Company to carry out all mutual fund investment/redemption instructions which You will provide through the Platforms via Your Account, or other modes of authorization as acceptable to the Company at its discretion.
- You further authorise the Company to communicate with the Third Party Entities (as defined below) on Your behalf for financial and non-financial transactions and to receive details of Your Transactions/investments from the Third Party Entities.

2. Services

- The Company offers You a technology platform via the Platforms which helps You track and manage Your investments in mutual funds and insurance obtained by You on the Platforms ("Services"). The Company provides the Services to enable You with personal financial management. It is reiterated that the Company as an intermediary platform enables You to browse through various Third Party Entities (as defined below) and chose to invest in products from such Third Party Entity that is best suited for Your needs. You acknowledge and agree that You will directly invest in the Products (as defined below) of the Third Party Entities through Our Platform. To review the terms of any of the Products ("Transaction Documents") please visit the website of the concerned Third Party Entity.
- Any information and/or suggestions provided to You through the Platforms should not be treated as investment or financial advice. The Company shall not be held responsible for any reason whatsoever, for any losses or damages incurred by You due to the use of the Platforms. The purpose of the Application/Website is to keep track and manage Your personal finances and investments made by You.
- The Platforms are not intended to provide any tax, legal, insurance or investment advice, and nothing on the Platforms should be construed as a recommendation by Us to acquire or sell any investment or security or engage in any investment transaction. It shall also not be construed to indicate, guarantee or promise any good returns.
- You may use the Services to invest in/purchase the mutual fund schemes units and/or insurance policies provided by Third Party Entities ("Products") through the Platform (such investment/purchase, "Transaction"). The brief description of services of the mutual fund companies and insurance companies available on the Platforms is as set forth below:
- Mutual Funds –**
 - The Company is a registered distributor of mutual funds in India under the Association of Mutual Funds in India, with registration number – ARN-103141 ("AMFI License"). The details of the services rendered under the AMFI License are as set forth in Clause 14 below.
 - The Company is registered as an investment advisor under the Securities Exchange Board of India (Investment Advisers) Regulations 2013, with registration number – INA000006651 ("SEBI License"). The details of the services rendered under the SEBI License are as set forth in Clause 14 below.
It is hereby clarified, and specifically acknowledged and agreed by You, that the services of distribution of mutual funds and investment advisory services are being rendered by the Company with one arm distance between the two. It is further clarified that the Company is the AMFI registered mutual fund distributor and is also a SEBI registered investment advisor. The Company is rendering the services of mutual fund distribution and investment advisory as per the extant regulations under applicable law and is providing a Platform to You to facilitate the Transaction of investment in Products.
 - Insurance –** The Company is certified as a Composite Insurance Agent, under the Insurance Regulatory and Development Authority (Licensing of Insurance Agents) Regulations, 2000, with registration number – CA0621 ("IRDA License"). The details of the services rendered under the IRDA License are as set forth in Clause 15 below.
- On initiating a Transaction, You agree to be contacted by the Company or any Third Party Entities. For completion of the Transaction, You acknowledge and agree that We only share the data in respect of the Products on a partial and need-to-know basis. You further agree that the details of the Products to be availed or availed on the Platforms and the Transaction Documents thereto, will be provided only by the Third Party Entities. It is clarified that these Transaction Documents are not available on Our Platforms.

7. On the Platforms, You can also answer certain questionnaires to become aware of Your risk appetite and the Company may provide computer generated suggestions on which Product You could invest in. You acknowledge and agree that such advice is not absolute and any decision of Yours to invest in any Product will be at Your sole discretion.
8. You acknowledge and agree that We only facilitate the Transactions, and any purchase of the Products will be a contract directly between You and such issuing Third Party Entity. It is expressly clarified that We are not responsible for any dispute arising out of the purchase of the Products. You agree to contact the Third Party Entity directly for any issue/query/dispute arising out of the Products purchased by You via the Platform.
9. You acknowledge and agree that all payments on Our Platforms are completed by authorised third party payment methods/gateways ("Payment Service Providers"). All such Payment Service Providers render their own services and therefore the processing of payments through these third parties is subject to their respective terms and conditions and their service conditions. You agree that the Company is not responsible for any services to be rendered by any such third parties, in respect of completion of Transactions on the Platforms.
10. You agree and acknowledge that if You invest in any Products issued by a Third Party Entity, You will directly become their customer. Your personal and investment information is made available to such Third Party Entity and their service providers (including, but not limited to, AMCs (as defined below) / RTAs / KRAs (KYC Registration Agency) / BSE Star MF) for completion of such Transaction initiated on the Platform. Please note that We have no control on how the information is used by them, and usage of such information will be as per their respective policies.
11. You explicitly agree that the Third Party Entities and the Payment Service Providers are independent third parties and You will be bound by their respective terms and conditions, privacy policy and guidelines of each such third party. The Company is not, and You acknowledge that under no circumstances the Company shall be responsible for any action/omission/document of such Third Party Entities and the Payment Service Providers.
12. The Company shall use the industry applicable standard infrastructure, to the best of its knowledge, however, it does not guarantee the consistency or the stability of the Platforms. Further, any Services provided by the Company may be subject to change at the discretion of the Company, and the Company does not require Your consent for the same nor shall the Company be liable to you for any such change.
13. The Company shall not be liable for any failure or delay on the part of the Third Party Entities and the Payment Service Providers, including, but not limited to, failure or delay of payments and/or failure or delay of allotment of the Products. The applicable Third Party Entities and/or the Payment Service Providers shall be solely liable for any such failure and/or delay.

3. Registration

1. To avail any services offered by the Company, You will have to register with the Platforms to create Your Account. To register You will be required to open an Account by completing the registration process, by providing Us with current, complete and accurate information as prompted on the application form on the Platforms. You may then update the personal information relating to You.
2. To access Your account on the Application or the Website, You will be asked to sign up with Your e-mail address and password, to establish a unique identity for You ("Account"). You are responsible for maintaining the confidentiality of Your password, verification code, pin code, and account information, and are fully responsible for all activities that occur on Your Account. If there is any compromise on Your password, You can change Your password using the 'Forgot Password?' functionality.
3. Pursuant to Your making an Account on the Application or Website, You will be required to submit the personal details, including, but not limited to:
 - a. Full Name; Date of Birth; Permanent Account Number (PAN); Phone number; Occupation details; Gender, Marital status; Know Your Customer ("KYC") details - Your mother's name, father/spouse name, address proof (Driving License, Passport, Aadhar Card and/or Election id); Bank details - Bank account number, account holder's name, and IFSC code; and Other details - Place of birth, stating whether You are directly or indirectly politically exposed, and nominee details.
4. Once You have filled in all the details, You can review Your registration form and submit the same to Us. These details may be revised from time to time based on applicable regulations/law.
5. Further, to complete the registration or KYC process, You will be required to submit
 - a. PAN number, Aadhar XML, Live Video, Signatures, Bank Account details, and all other information and documents as required.
 - b. Documents submitted through Digi locker are accepted.
6. You expressly provide Your consent for providing such information as a requirement to complete the KYC process. This process may be revised from time to time based on applicable regulations.
7. You agree to authorize Niyo Money to access you PAN & KYC information from KRAs (KYC registration agencies) and use the same information for my investment journey. As per regulatory requirement, You authorize you to use my KYC details (including PAN, Mobile no.) to fetch any negative observations.
8. You acknowledge and agree that for completion of the registration process, we may be required to share Your details with a third party for verification of the KYC. Please note that only after completion of the KYC process or as allowed by the Third Party Entities (as defined below), or SEBI or AMFI or IRDAI, will You be able to complete any transaction on the Platforms. In the event that the KYC verification is not completed, You will be required to upload/provide any additional information/documents, as necessary. Upon completion of the registration process, including the KYC verification process, You will be able to use the Services of the Platforms. You further agree that the mutual fund companies and/or insurance companies on the Platform (collectively, "Third Party Entities", and individually, "Third Party Entity") will be entitled to carry out further checks or enquiries to validate the authenticity of the request and/ or to reject / disallow any transaction in connection herewith.
9. You hereby authorise Us to execute the National Automated Clearing House ("NACH")/Direct Debit/ eMandate/ Unified Payment Interface ("UPI"), subsequent NACH/Direct Debit/eMandate/UPI instructions related to Your investments and/or electronic money transfer instructions through online payment gateway(s) or otherwise and to contact You by phone and/or -mail for any queries or updates regarding Your investments.
10. Any and all information provided by You on the Platforms will be utilised in the manner set forth in Our privacy policy.

4. Prohibited Conduct

1. You agree that You shall not use the Platforms in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material:
 - a. in violation of any applicable law or regulation;
 - b. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others;
 - c. that belongs to another person and to which You do not have any right to;
 - d. that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever;
 - e. harm minors in any way;
 - f. deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature;
 - g. impersonate another person or entity;
 - h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Company's computer systems or site or the Company's users, customer's computer systems or site;
 - i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation; and/or
 - j. any content which is non-compliant with the Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, including Rule 3 of The Information Technology (Intermediaries Guidelines) Rules, 2011, Terms of Use or Privacy Policy, as amended/re-enacted from time to time.
2. You agree not to collect or harvest any personally identifiable information, including account names, from the Platforms, nor use the Platforms for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Platforms with respect to its user information, transaction data, or communication.
3. If You become aware of misuse of the Platforms by any person, please contact care@niyomoney.com.

5. Termination or Suspension of Account

1. You shall be responsible for any and all activities that occur under Your Account. We shall use industry standard data protection systems and will not be liable for any loss that You may incur as a result of someone else using Your Account. However, You could be held liable for losses incurred by Us or another party due to someone else using Your Account or misuse of Your Account. You agree that We may at any time and for any reason, terminate Your access to Your Account, or restrict or suspend Your access to all or any part of the Platforms at any time, for any or no reason, with or without prior notice, and without any liability. If there is a suspicion of untoward or illegal activity, We may suspend Your Account immediately.
2. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity. Upon termination for any reason, You agree to immediately stop using the our Services.

6. Preservation/Disclosure

1. You acknowledge, consent and agree that the Company may access, preserve and disclose Your Account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
 - a. comply with legal process nationally or internationally;
 - b. enforce this Agreement;
 - c. respond to claims that any Content (as defined hereinafter) violates the rights of third parties;
 - d. protect the rights, property or personal safety of the Company, its users and the public;
 - e. pursuant to the terms of the Privacy Policy; and/or
 - f. We may use Your information to reach You for marketing or promotional purposes through any channel.

7. Security Components

1. You understand that the Platforms and software embodied within the Platforms may include security components that permit digital materials to be protected, and that use of these digital materials is subject to usage rules set by the Company. You shall not attempt to reverse engineer, override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Platforms.

8. Links to Third Parties

1. For informational, business or investing purposes, We may provide referrals to third party content or links to third party applications and/or websites, including entities/companies/businesses/individuals that have a relationship with Us (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and We do not warrant the products or offerings of, any of these entities/companies/businesses/individuals, or the accuracy of the content of their applications or websites.
2. We do not assume any responsibility or liability for the actions, product, and content of any such applications or websites.
3. Before You access or visit any third party applications or websites, You should review the applicable terms of use and prevailing policies for such applications or websites.
4. If You decide to access any such third party platform, You do so at Your own risk. We will not be liable for any loss or damage incurred as the result of any transaction on such third party websites.
5. While interacting with any such third party found through the Platforms, We strongly encourage You to exercise reasonable diligence as You would in traditional offline channels and practice judgment and common sense before committing to any transaction or exchange of information.

9. Intellectual Property

1. The Platforms are proprietary software developed and made available exclusively by Us and our affiliates. We and our affiliates are the sole owner of the Platforms, and all software created to make the Platforms available to You. We provide You with a single limited license to download, use, and access the Platforms for the limited purpose of using the Services and for completing Transaction on the Platforms. The license is specifically personal, non-transferable, and non-exclusive. All content on the Platforms, including, but not limited to, designs, text, graphics, graphs, images, information, logos, button icons, software, audio files and any other content ("Content") are Our exclusive and sole property.
2. All icons and logos are trademarks of and proprietary to Us. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
3. All Content is Our exclusive copyright or of Our licensors, except the third party content and link to third party applications or websites. Systematic retrieval of Our Content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without Our written permission is prohibited. In addition, use of the Content for any purpose not expressly permitted by Us in these Terms is prohibited and may invite legal action.
4. Except as specifically provided herein or elsewhere in the Platforms, no Content may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Our prior express written permission. You may not add, delete, distort, or otherwise modify the Content. Any unauthorized attempt to modify any Content, to defeat or circumvent any security features, or to utilize the Platforms or any part of the Content for any purpose other than its intended purposes is strictly prohibited.
5. All Content on the Platforms, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. The Content on the Platforms is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such Content in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without Our prior written consent, modification of the Content, use of the Content on any other website, application or networked computer environment or use of the Content for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is commercial use for the purposes of these Terms.
6. You agree to be fair, accurate and non-disparaging while leaving comments, feedback, testimonials and reviews ("Feedback") on or about the Platforms or the Services and You acknowledge that You transfer all rights in such Feedback to Us and that We will be free to use the same as We may find appropriate.
7. The Company respects the intellectual property of others. In case You feel that Your trademark or copyright has been infringed, You can write to Us at care@niyomoney.com.

10. Terms and Termination

1. These Terms of Use shall remain in full force and effect for so long as You use the Platforms. You may delete Your Account at any time, for any reason, by contacting our customer support through our Platforms. Please note that the deletion of Your Account may not delete all the data, including, but not limited to Your KYC and Transactions, which may be retained by the Company for regulatory purposes.
2. We reserve the right to terminate the Services or the Platforms without prior notice. Your Account or Your access to the Platforms may be terminated immediately, with or without notice to You, and without liability to You, if the Company believes that You have breached any of these Terms, the Privacy Policy, or the Refund Policy or any false or misleading information, or interfered with use of the Platforms by others.
3. The Company reserves the right to cancel, delete or deactivate Your Account, if it believes the same has been compromised, or is being used fraudulently, at its own discretion without prior written notice to You about the same.

11. Disclaimer of Warranties and Liability

1. You warrant that all information supplied by You for using the Services is correct and accurate and belong to You.
2. You shall be financially responsible for Your Transactions. You undertake to supervise and be responsible for accessing the Platforms under Your Account and absolve the Company from any liability on this account.
3. You acknowledge that all the Services available on the Platforms may be based on your geographical location. The Company reserves the right to determine the availability and eligibility of the Services offered on the Platforms.
4. You acknowledge that any advisory services being provided to You is on the basis of your portfolio and on the information provided by You. You agree and acknowledge that We are only providing advisory services and any decision taken by You is solely Your responsibility and We will not be responsible for any consequences thereof.
5. You acknowledge that any information provided on the Platforms about the Products, Transaction Documents, and/or Third Party Entities are gathered or provided by third party sources. You herein agree that We shall not be responsible for the accuracy or correctness of any such information provided on the Platforms.
6. Any information and/or suggestions provided to You through the Platforms should not be treated as investment or financial advice. The Company shall not be held responsible for any reason whatsoever, for any losses or damages incurred by You due to the use of the Platforms. The purpose of the Application/Website is to keep track and manage Your personal finances and investments made by You.
7. The Platforms are not intended to provide any tax, legal, insurance or investment advice, and nothing on the Platforms should be construed as a recommendation by Us to acquire or sell any investment or security or engage in any investment transaction. It shall also not be construed to indicate, guarantee or promise any good returns.
8. Reliance on any information, suggestion, or recommendations provided by Us appearing on the Platforms is solely at Your own risk. You alone are solely responsible for determining whether any product or service is appropriate or suitable for You based on Your personal and financial situation. Please consult a legal or tax professional regarding specific legal or tax queries.
9. The information and views contained on the Platforms are based on information available and believed to be correct to the best of Our knowledge and We do not assume responsibility for the accuracy or for any loss arising out of any information contained herein. This is neither a solicitation to invest in any product nor to avail of a particular service and We do not warrant or make any representations regarding the use or the results of the use of any product or service.
10. We shall use the industry standard data protection systems, to the best of Our knowledge, however We shall not be responsible or liable if any unauthorised person hacks into or gains access to the Platforms, or Your Accounts.
11. Any actual investment (in any Products), or any other financial transactions will be performed at Your sole risk through third party applications/websites. We shall not be liable for any Transactions that have been executed/completed with any Third Party Entity with an update to Our Platform.
12. It will be Your responsibility to read all Transaction Documents, including the scheme offer documents, carefully, to make a voluntary and informed choice of Your future financial transactions and investments. You acknowledge and agree any Transaction Documents, including scheme offer document, is the proprietary document of a third party, and in the event of any queries, issues or conflicts, You will contact the transaction processing platform or such third party directly. We shall not be liable for any actions, omissions, and/or documents of the transaction processing platform or any such third party.
13. You explicitly agree that in the event that You invest in any Products through the Platforms, You will have a direct relationship with such issuing Third Party Entity.
14. To complete a Transaction, you may be required to provide documents and details necessary for a Third Party Entity. You agree and authorise the Company to share such information on your behalf and as may be required to complete the Transaction, if any.
15. All Content on the Platforms, (including but not limited to software), products and services, included on or otherwise made available to You through the Platforms are provided on "AS IS" and "AS AVAILABLE" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, We do not warrant that:
 - a. The Platforms and Services will be constantly available, or available at all, or is error-free;
 - b. The information on the Platforms is complete, true, accurate or non-misleading;
 - c. The quality of any Services, content, information, or other Content on the Platforms will meet Your expectations or requirements; or
 - d. Any software used and/or licensed in connection with the Platforms will be compatible with other third party software or devices nor that operation of the Platforms and the associated software will not damage or disrupt other software or hardware.

e.

The Company shall not be responsible or liable for any of the aforesaid risks. You understand that the Company disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by transaction processing platform to process any transaction/payment instructions for whatsoever reason.
16. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.
17. We will not be liable to You in any way or in relation to the Content, or use of, or otherwise in connection with the Platforms. We shall use the industry standard data protection systems, to the best of Our knowledge, however We do not warrant that the Platforms, information, Content, product (including software) or Services included on or otherwise made available to You through the Platforms are free of viruses or other harmful components.
18. Our affiliates, group entities, respective investors, directors, employees, agents, suppliers, and Us shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of the Platforms, whether based in contract, tort, strict liability, or other theory.
19. Any and all investment transactions will be done at Your discretion and will be completed through the transaction processing platform. You acknowledge and agree that We are not responsible for the availability of such a transaction processing platform, nor are We liable for its performance. You explicitly agree that if You suffer any loss or damage on any products or Services that You purchase from such a transaction processing platform or by Force Majeure Event, We will not be liable for any such loss or damage. Further, any cancellations, refunds or redemptions, shall be determined as per the applicable policies.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Company including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication, and/or pandemics, etc.

20. The Company specifically disclaims all liabilities arising out of the following:
 - a. Losses incurred by You because the AMCs or BSE Star MF or its related products do(es) not accept Your investment request;
 - b. Losses incurred by You because the bank does not honour Your NACH/Direct Debit Mandate;
 - c. Any disclosures made or actions performed by the Company to comply with any laws, orders, rules, regulations or directions of any Government or regulatory or other authorities;
 - d. Any losses incurred by You arising out of unauthorised / improper / erroneous / fraudulent access to Your account and any loss, financial or otherwise, which You may incur thereto;
 - e. Any loss or damage caused to You because the Platforms, telephone(s), e-mail(s), or office(s) of the Company were not available, accessible, affordable or for any other reason;
 - f. Any loss, notional or otherwise, incurred by You due to delays or failures either at the Bank, BSE Star MF or its related products, Registrar and Transfer Agency, AMC, or any third party involved at any point of time;
 - g. Any act that is not the Company obligation in these Terms and/or is beyond its control; and/or
 - h. Not verifying any or all self-attested documents or self-declared statements, including authority to invest on a minor's or a company's behalf.
21. SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL OUR EMPLOYEES', AGENTS', PARTNERS, CONTRACTORS', AND OUR AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE AFORESAID SERVICES SHALL EXCEED Rs. 5,000/-, FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS.

12. Non-Residents and Compliance with Local Law

1. Citizens and residents of countries other than India ("Non-Residents") may access the Platforms and avail the Services only to the extent the permitted by the applicable laws of India, and if their countries permit them to access and avail the services of the Platforms. Such Non-Residents agree that they use the Platforms at their own volition and that they are solely responsible for compliance with the local law in such jurisdictions. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to You; all other provisions of these Terms remain in full force and effect.
2. Non-Residents may also have to comply with additional documentation as required on the Platforms. You agree that You will be solely and absolutely liable for any liability incurred by You for using the Platforms and shall indemnify the Company against any liability incurred by the Company in this regard. Nothing on the Platforms shall be considered as a solicitation to buy or an offer to sell a security, or any product or service, to any person in any jurisdiction where such solicitation, offer, purchase or sale would be unlawful under the laws of that jurisdiction.
3. You agree that You are responsible to declare all the countries in which You are a resident for tax purposes, along with Your respective tax identification numbers.
4. You agree and confirm that You will explicitly declare to the Company if You are a person/resident of United States of America within the meaning of Regulation (S) under the U.S. Securities Act of 1933, or as defined by the U.S. Commodity Futures Trading Commission, as amended from time to time or residents of Canada.
5. Investments from residents in the United States Persons (FATCA, USA) and Canada are not permitted in certain mutual funds. The Company shall not be liable for rejection of such application by Mutual Funds, where investor is an US and/or Canada person as per the applicable law of land.

13. Indemnity

1. You agree to defend, indemnify and hold harmless the Company, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys' fees and costs) arising from:
 - a. Your use of and access to the Platforms;
 - b. Your violation of any Terms, Refund Policy and the Privacy Policy contained herein;
 - c. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
 - d. Your violation of any applicable law.

14. Additional Terms

1. We may also require You to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Platforms, to obtain certain Content through the Platforms, or for other reasons. These additional terms are part of this Agreement, and You agree to comply with them when You participate in those promotions, or otherwise engage in activities governed by such additional terms.
2. We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the service or any of the Platforms (or any portion thereof) with or without notice. You agree that We will not be liable to You or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Platforms.
3. You will also be required to follow any terms, policies, and additional terms of any Third Party Entities, Payment Service Providers, and/or any other third parties that are vital to completion of the Transactions on Our Platforms.
4. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.
5. This Agreement together with the Privacy Policy and the Refund Policy, including any other policies, notices, circulars, and any information published by the Company on the Platforms and/or share with You, shall constitute the entire Agreement between You and the Company concerning the Platforms and Services; and governs Your use of the Platforms, superseding any prior agreements between You and the Company with respect to the Platforms.
6. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavour to give effect to the Parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.
7. Any issues and disputes arising out of these TOU & other policies including any other disputes involving you and the company shall be governed by and construed in accordance with the laws of India. You agree that any legal action or proceedings arising out of the above may be brought exclusively in the competent courts having jurisdiction in Bangalore (Karnataka), India and irrevocably submit themselves to the jurisdiction of such courts.

15. Mutual Fund Services

1. AMFI License

- a. The Company is a registered distributor of the mutual funds issued by various Asset Management Companies ("AMCs").
- b. You agree and acknowledge that the Company receives upfront and trail commissions from AMCs for regular plans of the mutual funds. You agree and understand that any such charges/fees will be in addition to those levied by the AMCs but included in the Total Expense Ratio as published by each AMC on their website. You further agree that all fees, charges and reimbursement of expenditure shall be paid or made in full by You without any counter-claim, set off or withholding.
- c. You undertake that You are aware that there is an entry or exit load and capital gain taxes in mutual fund schemes, which are mentioned in the Transaction Documents, including, offer/scheme documents, and the applicable laws.
- d. Currently, the default funds on the Platforms are direct plans of mutual funds, where the Company does not receive any commissions.
- e. You expressly agree that You have not received, nor have You been induced by any rebate or gifts, directly or indirectly in making any investments on the Platforms.

2. SEBI License

- a. As the Company is a registered investment advisor, You may choose to obtain advisory services from the Company, based on the information provided by You. Any advice provided by the Company is subject to these Terms and the Advisory Services Agreement entered between you and the company
- b. The Company may render advice via its Platform to You relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written, oral or through any other means of communication.
- c. The concerned AMC will share, disclose, or transfer information about Your transactions ("Information") in the schemes of the respective AMC, completed through the Platforms which are undertaken under the direct plan based on advice from Us, acting as Your investment advisor. You are aware that the Information shared by AMC with You will also be shared with Us in physical or electronic form, as may be deemed appropriate by the AMC. You agree and acknowledge that the Company would be privy to the details of Your portfolio/s once the same are handed over by AMC to the Company.
- d. You will be required to pay charges /fees as per the Company's charges/fees schedule as communicated by Us via our Platforms or an email to Your registered email id or registered phone number or any other medium or channel as authorised by the Company.
- e. You hereby declare and confirm the following in respect of the Information:
 - i. AMC or the Company may require additional documents/undertakings to be provided by You in relation to sharing of the Information, in the absence of which AMC shall not share or discontinue the sharing of any Information with the Company. You undertake to provide any such additional documents/undertakings as required by AMC or the Company from time to time;
 - ii. AMC may at its sole discretion discontinue providing the Information to the Company without any prior notice to me;
 - iii. AMC shall share the Information with the Company in good faith and relying on these Terms, and You are aware that the AMC is not privy to any other agreement that You may have with the Company;
 - iv. Upon termination of Your agreement (these Terms) with the Company, the same shall be promptly intimated to AMC by You; and
 - v. Upon being intimated about the termination of Your agreement with the Company, AMC will discontinue sharing of the Information with the Company, and AMC shall not be responsible for any Information shared with the Company post termination of Your agreement with the Company on account of the failure of You to intimate such termination to AMC.
- f. You acknowledge and agree that the investment advisory services provided by Us are segregated from the execution services, including, but not limited to, completion of KYC, transaction processing in direct funds of AMCs, non-commercial transaction processing and any other compliance/service as and when required/provided by the Regulatory authorities or AMCs.
- g. You agree and confirm that the Company is authorized to provide You financial advisory and consultation services including, but not limited to, mutual fund recommendations.
- h. You agree that the service fees payable by You to the Company for such advisory services will be determined by the Company from time to time. Any revision in any payment terms will be intimated to You in writing.
- i. The service fees applicable towards the advisory services that are being availed by You shall be displayed by the Company on the Platform and/ or communicated via e-mail or such other notification. You will be informed by the Company about the segregation of charges between advisory and execution services and You shall have the right to choose and use specific facility (advisory services and/or execution services) out of Your own free will.

j. Payment of such charges, as applicable, will be done via payment methods as provided by the Company and the Company reserves the right to stop the advisory/execution services in case the payment is not received by the Company on/before the due date assigned as per proforma invoice. In case the payment is not received by the Company within 30 (thirty) days after the due date then the Company shall reserve the right to restrict access to Your Account on the Platform.

k. You agree and confirm that the advice provided by the Company is advice in response to the inputs provided by You. Before acting on the advice, You must consider the appropriateness of the advice, having regard to Your own objectives, financial situation and needs. If any products are detailed here, You will obtain a product disclosure statement (E.g. scheme related documents for Mutual Funds, etc.) relating to the products and consider its contents before making any decisions. It will be Your responsibility to review the scheme related documents on the website of the concerned AMC. Where quoted, past performance is not indicative of future performance. Any projected returns shown on the website/app are for the purpose of illustrating a path to achieve a goal and is based on some assumptions as mentioned there itself. Hence, any projection on the Platforms should NOT be construed as an assurance or guarantee that the objectives of the recommendations will be achieved.

3. Procedure

- a. You may choose to invest in any mutual fund scheme units issued by various AMCs through Our Platforms, upon completion of the KYC process as set forth in Clause 2 above. Investments from residents in the United States of America and Canada may not be permitted to invest in certain mutual funds. The Company shall not be liable for rejection of such application by the AMCs, where the person is a resident of the USA and/or Canada.
- b. On being KYC compliant, You will be able to make investments via the Platforms. You choose Your investments on the Platforms on the basis of the investment field You would like to invest in, risk You would like to take (ranging from high, medium and low). On the basis of Your goal and risk factor through proprietary algorithms, We may recommend to You the mutual funds suited for your need. However, it is clarified and agreed by You that the funds recommended to You are mere suggestions. You should undertake a diligence exercise on the mutual fund schemes that You are desirous of investing in. Please note that the actual investment by You on the Platform in any of the Products is Your own voluntary decision and the Company will not be liable for consequences of such investment, including losses, if any, incurred by You.
- c. You may also directly contact the AMCs in respect of the Transactions completed via the Platforms. AMCs will regularly send Us communication like account statements, fund updates etc.
- d. After choosing the funds You would want to invest in, You will be directed to the payment page. You can choose to do a NACH, Direct Debit, UPI and/or Payment Gateway. For investments either of NACH, Direct Debit, UPI and/or Payment Gateway(s), You will submit the NACH/ Direct Debit/UPI/Payment Gateway(s) instruction(s) to Your bank.
- e. You need to provide the signed physical copy of NACH/Direct Debit mandate or a scanned copy of the original signed NACH mandate for faster registration with the respective bank to the Company through authorized modes like email, electronic upload, etc. for registration with Us from Your bank. In case of scanned copy shared, You authorize the Company to process transactions by debiting Your bank account, basis the scanned mandate form shared. You hereby confirm that the original mandate submitted by You is available and is under Your custody for the time period of 10 (ten) years or as specified by RBI, whichever is longer. In the event of a dispute, You undertake to retrieve and provide the original mandate forms within 48 (forty eight) hours of receipt of such request from the Company or as mandated by NPCI Dispute Management System whichever is earlier in case of any claim/proceedings/damages/charges which may arise due to the processing of transactions (on the basis instructions of investments given by You).
- f. You agree that it is Your responsibility to ensure that the money You invest via the Platforms is from Your bank account only, is from legitimate sources, and is remitted through approved banking channels.
- g. Subject to point no. 15.3(e) above, Your instructions will be processed on the same business day if received before the cut-off time(s) specified by Us or Your Instructions will be processed on the next business day. We will specify cut-off time(s) prior to the time(s) specified by the AMC/ SEBI on the Platforms. The transactions once placed may not be cancelled / reversed or can only be redeemed with the NAV applicable as per the redemption date subject to the cut-off time. The respective AMC shall credit the redeemed amount directly into the investor's account as per the Transaction Documents.
- h. Notwithstanding anything contained under this term of use, all execution of the transactions is processed on "best effort basis" by the Company. Although the Company on best effort basis endeavor to complete the transaction on the same day, You agree and understand that, due to any technical or other reasons/ errors on the part of the company or the third-parties involved in the completion of the transaction, the transaction may not be completed on the same day leading to change in the NAV price of the mutual funds or delay in issuing the policy. You understand and agree to not hold the Company or any of its personnel responsible for any losses suffered by you on account of such delay in processing the transaction. The company will on priority undertakes such issues and will process the transaction on best effort on the next business day. The said process will be applicable in redemption cases.
- i. On communication of the irrevocable instructions to Us, We will execute Your instruction(s) with regards to purchase or redemption of the units in the respective AMC. We will forward Your instructions to the respective AMC electronically or otherwise, pursuant to which the respective AMC will process the transactions. AMCs are not obliged to accept Your application for subscription to units of their mutual fund schemes in part or in full. If after execution of any transaction, it is for any reason found that You have not provided the Company with sufficient funds for the transaction, You shall pay the deficient amount to the Company together with any additional charges that may be payable by You on the Company's demand being conclusive.
- j. You agree and acknowledge that such charges/fees will be in addition to those levied by the mutual fund AMCs. All fees, charges and reimbursement of expenditure shall be paid or made in full by You without any counter-claim, set off or withholding.
- k. If the amount You want to invest is more than the specified limit by our Payment Service Providers, then You may, for your convenience at your own risk and free volition, transfer the investment amount to an account of the Company, as specified by the Company. Post which, the Company shall remit the same to each mutual fund company as per Your approved instructions for the execution of mutual fund transaction.
- l. The Company does not offer all mutual fund schemes for investment as available in the market. By limiting the number of schemes on the Platforms, We do not make any representation as to the quality, bona fides or nature of any AMC or mutual fund scheme, or any other representation, warranty or guarantee, expressed or implied. You unconditionally agree that We do not in any manner:
 - i. Guarantee payments on any units;
 - ii. Guarantee liquidity of any units;
 - iii. Make any offer to buy back any units;
 - iv. Guarantee the redemption or repayment of any units on maturity;
 - v. Guarantee the payments of interest or dividend; and/or
 - vi. Promise, indicate or guarantee any returns.
- m. You agree that any sum invested through Your Account is not a deposit with the Company and is not bank insured. The same is not endorsed or guaranteed and does not constitute obligations of the Company or any of its subsidiaries/associates/ affiliates companies.
- n. For investment accounts held jointly, the mutual fund folios maintained by the respective AMC will also be held jointly and all the individuals will have the same authority to operate those folios. All instructions (including instructions for modification of this clause) to the Company shall be given only by the first holder, on behalf of all of the holders. For the purposes of joint mutual fund accounts the second and the third holders will irrevocably constitute the first holder as our agent. All instructions given by the first holder above shall be binding as if given by each of us personally.
- o. Any notice or other correspondence addressed by the Company to You may be addressed to the first holder above at the address given by You. If according to You there is any discrepancy in the particulars or details of Your transaction or account of statement then You shall be obliged to intimate the same to the Company in writing within 10 (ten) days of receiving notice thereof, failing which such transaction, statement or account (as the case may be) shall be deemed to be correct and accepted by You and the Company will not be entitled to question the correctness or accuracy thereof.
- p. You understand that since You have not invested in the Company but financial products of AMCs or such other entities and thus You need to deal with these entities directly to access Your investments and indemnify the Company from any loss arising thereto. This indemnification shall survive the termination of Your agreement (these Terms) with the Company.
- q. You acknowledge, agree, and undertake that mutual fund investments are subject to market risks, and that You have read all scheme-related documents carefully prior to completing any Transaction on Our Platform.
- r. You expressly agree that the past performance of any AMC is not an indicator of future performance.
- s. Any projected returns shown on the Platforms are for the purpose of illustrating a path to achieve a goal and is based on some assumptions as mentioned there itself. Hence any projection on the Platforms should NOT be construed as an assurance or guarantee that the objectives of the recommendations will be achieved.

16. Insurance Services

1. The Company is a duly licensed corporate agent for distributing life insurance, health insurance or a general insurance. The Company connects You to the insurance companies via its Platforms to directly procure insurance from the respective insurer.
2. For availing the insurance services, You may be required to answer a questionnaire provided by the Company on the instructions on the insurer(s). Based on the questionnaire, you can choose the insurance policy best suited for your needs.
3. Based on the questionnaire and Your answers, We may recommend an insurance policy for You and/or Your family. The recommendations made by Us are only suggestions, which You are not mandated to oblige. You can choose any policy best suited for You by browsing the Platforms and doing your own independent research.
4. You agree to read the policy terms and conditions carefully before investing in the same. The Company will not be liable for any losses incurred by You.
5. You expressly agree that You have not received, nor have You been induced by any rebate or gifts, directly or indirectly in making any investments on the Platforms
6. You acknowledge that once You have chosen a policy on the Platforms, the premium payable by You towards such policy will be subject to the confirmation from the issuing insurer. The insurer(s) may ask for further information/documents. Upon receipt of such new information/documents, the insurer may revise the premium at its discretion. You expressly agree that the Company is not responsible for calculation of the premium amount payable or any change in the premium amount payable, by the insurer.
7. You agree that the actual payment for the policy and completion of the purchase of the selected insurance policy will occur on the insurer's website. You acknowledge and agree that the completion of such purchase of an insurance policy is subject to the insurer's own services and therefore the processing of payments through the insurer is subject to its terms and conditions and its service conditions. You agree that the Company is not responsible for any services to be rendered by any such third party insurers, in respect of completion of Transactions on the Platforms.
8. For any queries/dispute regarding the insurance policy, please contact the insurer directly. Further, please note that the insurance is subject matter of solicitation.

17. Grievance Officer

1. In case of any grievance arising from the use of the Platforms, please contact the Grievance Officer, the details of which are set forth below-

Grievance Officer: Swapnil Bhaskar

Contact: care@niyomoney.com

Terms and conditions for the Execution Services Agreement

This document Agreement (hereinafter referred to as "Agreement") records the terms and conditions for the execution services ("Services") that apply to the access and use of the Website "www.niyomoney.com" and its Mobile Application (Niyo money) available at android and iOS platforms (collectively be referred to as "Website/Platform"), which is managed and operated by Alphafront Finserv Private Limited, (hereinafter collectively be referred to as "Company" or "Niyo Money" or "We" or "Us" or "Our"), incorporated under the laws of India and registered under the Companies Act, 2013. You are requested to read the below terms and conditions ("Terms or Terms of Use") carefully.

You ("You" "Your", or "User" or "Client") will be bound by these Terms of Use set forth herein and the general Terms of Use and Privacy policy (collectively referred to as "Niyo Money Policies") available at the Website when you visit and/or access the Website. The Niyo Money Policies constitute a valid and legally binding agreement between You and the Company. By logging in or using the Platform or Our services, You agree to be bound by the Niyo Money Policies including any additional guidelines and/or future modifications.

We may update these Terms of Use from time to time and please ensure that You review these Terms from time to time to stay updated on Our terms and policies. Please ensure You read Our Terms of Use and any updated version when You use the Platforms. If you do not agree to be bound by these Terms including the Niyo Money Policies, you may not use the Website in any way. Niyo Money reserves the right at any time, at its sole discretion, to amend or otherwise modify the Terms without prior notice, and your continued access or use of this Website signifies your assent/ratification of the updated or modified Terms.

I. Nature of the Agreement

- a. These Terms of use shall apply to the execution services to be facilitated by Niyo Money.
- b. You acknowledge, agree and understand that the investment advisory services provided by Us are segregated from the execution services provided hereunder. The Services are provided on principal-to-principal relationship and does not constitute any agency between You and the Company.

II. Scope of the Services

- a. You acknowledge and agree that the investment advisory services provided by Us are segregated from the execution services, including, but not limited to, transaction processing in direct mutual funds, purchase, sell and redemption of funds, non-commercial transaction processing and any other compliance/ service as and when required/provided by the Regulatory authorities.
- b. You do not have an obligation to use our Execution services. You can use any other third party or entity for purchase, redemption, sell of investment products.
- c. Execution of Mutual Funds is done only through recognized platforms as stipulated by SEBI for which your account will be created with the said platform (in case you wish to avail the execution services). You acknowledge that investment decision and choice of funds are your choice.
- d. Notwithstanding anything contained under this Terms of use, all execution of the transactions is processed on "best effort basis" by the Company. Although the Company on best effort basis endeavor to complete the transaction on the same day, You agree and understand that, due to any technical or other reasons/errors on the part of the company or the third-parties involved in the completion of the transaction, the transaction may not be completed on the same day leading to change in the NAV price of the mutual funds or delay in issuing the policy. You understand and agree to not hold the Company or any of its personnel responsible for any losses suffered by you on account of such delay in processing the transaction. The company will on priority undertakes such issues and will process the transaction on best effort on the next business day. The said process will be applicable in redemption cases.
- e. You may also directly contact the AMCs in respect of the Transactions completed via the Platform. AMCs will regularly send Us communication like account statements, fund updates etc.
- f. After choosing the funds You would want to invest in, You will be directed to the payment page. You can choose to do a NACH, Direct Debit, UPI and/or Payment Gateway. For investments either of NACH, Direct Debit, UPI and/or Payment Gateway(s), You will submit the NACH/ Direct Debit/UPI/Payment Gateways(s) instruction(s) to Your bank. You agree that it is Your responsibility to ensure that the money You invest via the Platforms is from Your bank account only, is from legitimate sources, and is remitted through approved banking channels.
- g. You agree and understand that the facilitation of the execution services shall be completed through other intermediaries such as payment gateways etc. and in the event of any delay or omission on the part of such intermediaries, the company shall not be responsible. You agree and confirm to the terms and conditions to such intermediaries/third-parties.
- h. You further agree to execute all the necessary documents which may be needed from time to time, to send the necessary dealing details to the Mutual Funds / their authorised Registrar & Transfer Agents (RTAs) to give effect to the dealings made through the Company.
- i. No fees will be charged to you for the execution facilitation services

III. Our Responsibilities and functions.

- a. We shall comply with all the applicable laws including the Securities and Exchange Board of India (investment advisors) Regulations, 2013 and amendments made thereunder. We comply with the eligibility criteria prescribed by the SEBI for the investment advisors and are validly registered as SEBI investment advisor.
- b. We are complied with the SEBI Regulations including the regulation pertaining to the maintenance of records wherein your KYC and risk assessment and other details (as provided under the regulations) are preserved for the period prescribed under the Law.
- c. We conduct yearly audit in respect of compliance with these Regulations from a member of Institute of Chartered Accountants of India or Institute of Company Secretaries of India.
- d. We comply with the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013
- e. We shall maintain an arms-length relationship between execution facilitation activities and Advisory services as prescribed by the Regulation.

IV. Your obligations

- a. In consideration of Your use of the Platforms and for the facilitation of the Execution services, You agree to:
 - provide true, accurate, current and complete information about Yourself as prompted on the Platforms;
 - maintain and promptly update Your data to keep it true, accurate, current and complete.
- b. If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your Account and refuse any and all current or future use of the Platforms (or any portion thereof) at any time.
- c. You will be required to enter a valid phone number and email id while registering on the Platforms. The email id entered by you shall be considered as the registered email id for the Platforms. By registering Your phone number with Us, You consent to be contacted by Us via phone calls, SMS notifications, and/or e-mails, in respect of any communication, such as subscription/service updates.
- d. For information about the Company's policies and practices regarding the collection and use of Your identifiable information, please read –Niyo Money Policies. It is expressly clarified by Us and agreed by You that these aforementioned policies form an integral part of Terms, and in the event of any breach or non-compliance of these policies, the Company may take any action under these Terms or under applicable law.
- e. You herein authorise the Company to carry out all mutual fund investment/redemption instructions which You will provide through the Platforms via Your Account, or other modes of authorization as acceptable to the Company at its discretion.
- f. You further authorise the Company to communicate with the Third Party Entities (as defined below) on Your behalf for financial and non-financial transactions and to receive details of Your Transactions/investments from the Third Party Entities.
- g. You shall not disclose any advice provided by us to you pertaining to the purchase and sale of Securities to any third party and we shall not be responsible for any Losses that may be suffered by such party as a result of the disclosure of such advice by you. No third party shall place any reliance on the information furnished or advise given to you. Any advice provided is exclusively for your knowledge and use, subject to the extent otherwise permitted herein.
- h. You confirm that you understand the risks involved in investing in products available on our Application. You are aware that the value of the investments could substantially depreciate to an unpredictable extent.

V. Risk Factors:

- a. The Company does not offer all mutual fund schemes for investment as available in the market. By limiting the number of schemes on the Platforms, We do not make any representation as to the quality, bona fides or nature of any AMC or mutual fund scheme, or any other representation, warranty or guarantee, expressed or implied. You unconditionally agree that We do not in any manner:
 - i. Guarantee payments on any units;
 - ii. Guarantee liquidity of any units;
 - iii. Make any offer to buy back any units;
 - iv. Guarantee the redemption or repayment of any units on maturity;
 - v. Guarantee the payments of interest or dividend; and/or
 - vi. Promise, indicate or guarantee any returns.
- b. You agree that any sum invested through Your account is not a deposit with the Company and is not bank insured. The same is not endorsed or guaranteed and does not constitute obligations of the Company or any of its subsidiaries/associates/ affiliates companies.
- c. You understand that since You have not invested in the Company but financial products of AMCs or such other entities and thus You need to deal with these entities directly to access Your investments and indemnify the Company from any loss arising thereto. This indemnification shall survive the termination of Your agreement (these Terms) with the Company.
- d. You acknowledge, agree, and undertake that mutual fund investments are subject to market risks, and that You have read all scheme-related documents carefully prior to completing any Transaction on Our Platform.
- e. You expressly agree that the past performance of any AMC is not an indicator of future performance.
- f. Any projected returns shown on the Platforms are for the purpose of illustrating a path to achieve a goal and is based on some assumptions as mentioned there itself. Hence any projection on the Platforms should NOT be construed as an assurance or guarantee that the objectives of the recommendations will be achieved.

VI. Amendment

- a. Company reserves the right to amend, modify or vary any of the terms stated herein at any time in its sole and absolute discretion and any such amendment, modification or variation shall take into effect and bind you from such date as may be prescribed by the Company.

VII. Termination

- a. You agree that We may at any time and for any reason, terminate Your access to Your Account, or restrict or suspend Your access to all or any part of the Platforms at any time, for any or no reason, with or without prior notice, and without any liability. If there is a suspicion of untoward or illegal activity, We may suspend Your Account immediately.
- b. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity. Upon termination for any reason, You agree to immediately stop using the our Services.

VIII. Death or disability of the Client

- a. In the event of the Client's demise, Company shall be absolutely protected in acting under these terms and conditions until Company receives written notice of death from the legal representatives or executors of the Client. The legal representatives or executors will be recognized by Company as having the sole authority to act under these terms and conditions on behalf of the deceased Client only upon the legal representatives or executors producing the appropriate and valid legal documents which establishes them as the legal representatives of the deceased Client. All acts performed by Company prior to receiving written notice of the Client's death, shall be valid and binding upon the Client and the Client's successors in title.

IX. Indemnity and limitation of liability

- a. You agree to defend, indemnify and hold harmless the Company, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys' fees and costs) arising from:
 - Your use of and access to the Platforms;
 - Your violation of any Terms, Refund Policy and the Privacy Policy contained herein;
 - Your violation of any third party right, including without limitation any copyright, property, or privacy right;
 - Your violation of any applicable law.
- b. SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL OUR EMPLOYEES', AGENTS', PARTNERS, CONTRACTORS', AND OUR AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE AFORESAID SERVICES SHALL EXCEED Rs. 5,000/-, FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS.

X. Dispute resolution, governing law and jurisdiction

- a. If any dispute and/or difference that has arisen between the Parties hereto during the subsistence of this terms and conditions or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of these terms and conditions or regarding any question arising out of this terms and conditions or otherwise, the Parties hereto shall endeavor to settle such dispute/difference amicably by negotiation.
- b. In case of failure to resolve the dispute and/or difference amicably, the dispute and/or difference shall be referred to Arbitration presided by a sole arbitrator.
- c. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto.
- d. The Arbitration proceedings shall be held in Bangalore, India and the language shall be English.
- e. The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent court of law.
- f. The provisions of this clause shall survive the termination of these terms and conditions for any reason whatsoever.
- g. The laws of India shall govern this Agreement, and the courts of Bangalore shall have the exclusive jurisdiction.

XI. Force Majeure

- a. If performance of Services/Website by Niyo Money is prevented, restricted, delayed or interfered with by reason of and including, but not limited to, labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, malware, trojan or other disruptive mechanisms, pandemic, epidemic, any event of hacking or illegal usage of the Website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Niyo and could not have been prevented by reasonable precautions, then Niyo shall be excused and discharged from such performance to the extent of and during the period of such force majeure event, and such non-performance shall, in no manner whatsoever, amount to a breach by Niyo Money of its obligations herein or incur any legal liability on Niyo Money.

XII. Miscellaneous

- a. If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.
- b. Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.
- c. The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.
- d. This Agreement is the entire agreement between You and Niyo Money relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by Niyo Money in accordance with the terms of this Agreement.

Terms and conditions for the Advisory Services Agreement

This document Agreement (hereinafter referred to as "Agreement") records the terms and conditions for the advisory ("Services") that apply to the access and use of the Website "www.niyomoney.com" and its Mobile Application (Niyo money) available at android and iOS platforms (collectively be referred to as "Website/Platform"), which is managed and operated by Alphafrost Finserv Private Limited, (hereinafter collectively be referred to as "Company" or "Niyo Money" or "We" or "Us" or "Our"), incorporated under the laws of India and registered under the Companies Act, 2013. You are requested to read the below terms and conditions (Terms or Terms of Use) carefully.

You ("You" "Your", or "User" or "Client") will be bound by these Terms of Use set forth herein and the general Terms of Use and Privacy policy (collectively referred to as "Niyo Money Policies") available at the Website when you visit and/or access the Website. The Niyo Money Policies constitute a valid and legally binding agreement between You and the Company. By logging in or using the Platform or Our services, You agree to be bound by the Niyo Money Policies including any additional guidelines and/or future modifications.

We may update these Terms of Use from time to time and please ensure that You review these Terms from time to time to stay updated on Our terms and policies. Please ensure You read Our Terms of Use and any updated version when You use the Platforms. If you do not agree to be bound by these Terms including the Niyo Money Policies, you may not use the Website in any way. Niyo Money reserves the right at any time, at its sole discretion, to amend or otherwise modify the Terms without prior notice, and your continued access or use of this Website signifies your assent/ratification of the updated or modified Terms.

I. Explicit Consent

- a. You hereby explicitly consent to these Terms of use and confirm to have read and understood the terms and conditions of the Services provided by Niyo Money alongwith the fee structure and mechanism of charging the fees, if any.
- b. Wherever applicable, you hereby explicitly consent, agree and understand that based on you written request to us, you have received and answered the questionnaires/and or interact with persons associated with investment advice to become aware of Your risk appetite.

II. Appointment of Niyo Money as your investment Advisor

- a. In accordance with the applicable laws, You hereby, entirely at your own risk, appoint Niyo Money as your Investment advisor to provide the investment advice related services in accordance with these Terms as mandated under the Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013.
- b. The relationship between you and the Company shall be on a principal-to-principal basis. You hereby acknowledge that you shall have no right whatsoever to bind or act on behalf of, Niyo Money.

III. Declaration as an investment advisor

- a. We as an Investment Adviser hereby declares that: -
 - shall neither render any investment advice nor charge any fee until the client has signed this agreement.
 - shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client's liability towards fees owed to the Investment Adviser.
 - shall not, in the course of performing its services to the client, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

IV. Platform as a Service

- a. You understand that the Platform is a Web-based service which includes the mobile application of the Company and allows you to avail the Services directly from the Company including the products and other services available on the Platform such as on the Platform you can browse through the third parties mutual funds, stocks and other products. You can also search apply filters and custom search the products available on the platform. All Content on the Platforms, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. The Content on the Platforms is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such Content in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without Our prior written consent, modification of the Content, use of the Content on any other website, application or networked computer environment or use of the Content for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is commercial use for the purposes of these Terms.
- b. You hereby agree and acknowledge that the data and information provided on the Platform does not constitute advice of any nature whatsoever and shall not be relied upon by You while making investment decisions. You shall be solely responsible for any investment decisions and for the purchase of any mutual funds on the Platform. In no event shall the Company be liable to You for any loss or damage that may cause or arise from or in relation to these Terms of Use and/or due to use of this Platform or due to investments made using this Platform.
- c. You agree to be fair, accurate and non-disparaging while leaving comments, feedback, testimonials and reviews ("Feedback") on or about the Platforms or the Services and You acknowledge that You transfer all rights in such Feedback to Us and that We will be free to use the same as We may find appropriate.
- d. Niyo Money shall have the right to charge its users a fee for use of its Platform.

VI. Fee(s)

- a. Fees specified under Investment Adviser Regulations and relevant circulars:
 - As per Regulatory guidelines, the maximum fees that can be charged under Fixed Fee mode is INR 1,25,000 per annum per client.
 - In the event of pre-mature termination of the Advisory services in terms of agreement, the client shall be refunded the fees for the unexpired period. However, Niyo Money may retain a maximum breakage fee of not greater than one-quarter fee.
 - The Family of Client (wherever applicable) will be reckoned as single client. Family member can be added by providing relevant relationship proof to us at care@niyomoney.com.
- b. Fees charged to the client
 - Fee details will be available on our platform under "Subscription Fee" Section.

VII. Scope of the Services - Advisory Services

- a. The Company is registered as an investment advisor under the Securities Exchange Board of India (Investment Advisers) Regulations 2013, with registration number – INA000006651 ("SEBI License").
- b. Based on your request and the information entered by you on the Platform, we may advise you on the mutual fund products available on the Company's Platform.
- c. Any financial plan or the mutual fund product suggested by the company shall be based on your details shared by you on the Platform and will be suggested through an algorithm-based software of the company. The suggestions shall be based with your investment objective and risk profiling. Please note that you shall be free to choose the plan or the product and nothing hereunder this Agreement will bind you to reply on the plans suggested by the Company.
- d. The advice rendered under this Agreement shall be as per the applicable laws/regulations laid down by the Securities and Exchange Board of India from time to time.
- e. Notwithstanding our investment advice/suggestions, You agree and understand that your decision to purchase any financial plans or deal in any product shall be solely based on your independent assessment of the risks/benefits of the investments and verification of all the relevant facts.
- f. You hereby agree and acknowledge that the data and information provided on the Platform does not constitute advice of any nature whatsoever and shall not be relied upon by You while making investment decisions. You shall be solely responsible for any investment decisions and for the purchase of any mutual funds or other services on the Platform. In no event shall the Company and/or Alphafront Finserv be liable to You for any loss or damage that may cause or arise from or in relation to these Terms of Use and/or due to use of this Platform or due to investments made using this Platform.
- g. All investment advisory services are provided on arm's length relationship with other services and are segregated with execution and platform services.
- h. The Company shall not take any power of attorney or authorizations from you for the implementation of the investment advice.

VIII. Our Responsibilities and functions.

- a. We shall comply with all the applicable laws including the Securities and Exchange Board of India (investment advisors) Regulations, 2013 and amendments made thereunder. We comply with the eligibility criteria prescribed by the SEBI for the investment advisors and are validly registered as SEBI investment advisor.
- b. On being KYC compliant, You will be able to make investments via the Platforms. You choose Your investments on the Platforms on the basis of the investment field You would like to invest in, You would like to take risk (ranging from high, medium and low). On the basis of Your goal and risk factor through proprietary algorithms, We may recommend to You the mutual funds suited for your need. For the said process we may ask you certain questions and perform your risk assessment, the questions may include, but not limited to:-
 - Circumstances that may lead to a change in your risk appetite or risk tolerance;
 - Your investment objectives including time for which you wish to stay invested;
 - The purposes of the investments;
 - Any restrictions or preferences that you may wish to specify in respect of the nature or manner of Investments or on any particular security/sector;
 - Your income details;
 - Your liabilities details; and
 - Your existing Investments and assets including those not advised by us.However, it is clarified and agreed by You that the funds recommended to You are mere suggestions. You should undertake a diligence exercise on the mutual fund schemes that You are desirous of investing in. Please note that the actual investment by You on the Platform in any of the Products is Your own voluntary decision and the Company will not be liable for consequences of such investment, including losses, if any, incurred by You.
- c. We are complied with the SEBI Regulations including the regulation pertaining to the maintenance of records wherein your KYC and risk assessment and other details (as provided under the regulations) are preserved for the period prescribed under the Law.
- d. We conduct yearly audit in respect of compliance with these Regulations from a member of Institute of Chartered Accountants of India or Institute of Company Secretaries of India.
- e. We comply with the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013

IX. Your obligations

- a. In consideration of Your use of the Platforms, You agree to:
 - provide true, accurate, current and complete information about Yourself as prompted on the Platforms;
 - maintain and promptly update Your data to keep it true, accurate, current and complete.
- b. If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your Account (as defined under Niyo policies) and refuse any and all current or future use of the Platforms (or any portion thereof) at any time.
- c. You will be required to enter a valid phone number and email id while registering on the Platforms. The email id entered by you shall be considered as the registered email id for the Platforms. By registering Your phone number with Us, You consent to be contacted by Us via phone calls, SMS notifications, and/or e-mails, in respect of any communication, such as subscription/service updates.
- d. For information about the Company's policies and practices regarding the collection and use of Your identifiable information, please read –Niyo Money Policies. It is expressly clarified by Us and agreed by You that these aforementioned policies form an integral part of Terms, and in the event of any breach or non-compliance of these policies, the Company may take any action under these Terms or under applicable law.
- e. You herein authorise the Company to carry out all mutual fund investment/redemption instructions which You will provide through the Platforms via Your Account, or other modes of authorization as acceptable to the Company at its discretion.
- f. You further authorise the Company to communicate with the Third Party Entities on Your behalf for financial and non-financial transactions and to receive details of Your Transactions/investments from the Third Party Entities.
- g. You shall not disclose any advice provided by us to you pertaining to the purchase and sale of Securities to any third party and we shall not be responsible for any Losses that may be suffered by such party as a result of the disclosure of such advice by you. No third party shall place any reliance on the information furnished or advise given to you. Any advice provided is exclusively for your knowledge and use, subject to the extent otherwise permitted herein.
- h. You confirm that you understand the risks involved in investing in products available on our Application. You are aware that the value of the investments could substantially depreciate to an unpredictable extent.

X. Risk Factors:

- a. The Company does not offer all mutual fund schemes for investment as available in the market. By limiting the number of schemes on the Platforms, We do not make any representation as to the quality, bona fides or nature of any AMC or mutual fund scheme, or any other representation, warranty or guarantee, expressed or implied. You unconditionally agree that We do not in any manner:
 - Guarantee payments on any units;
 - Guarantee liquidity of any units;
 - Make any offer to buy back any units;
 - Guarantee the redemption or repayment of any units on maturity;
 - Guarantee the payments of interest or dividend; and/or
 - Promise, indicate or guarantee any returns.
- b. You agree that any sum invested through Your account is not a deposit with the Company and is not bank insured. The same is not endorsed or guaranteed and does not constitute obligations of the Company or any of its subsidiaries/associates/ affiliates companies.
- c. You understand that since You have not invested in the Company but financial products of AMCs or such other entities and thus You need to deal with these entities directly to access Your investments and indemnify the Company from any loss arising thereto. This indemnification shall survive the termination of Your agreement (these Terms) with the Company.
- d. You acknowledge, agree, and undertake that mutual fund investments are subject to market risks, and that You have read all scheme-related documents carefully prior to completing any Transaction on Our Platform.
- e. You expressly agree that the past performance of any AMC is not an indicator of future performance.
- f. Any projected returns shown on the Platforms are for the purpose of illustrating a path to achieve a goal and is based on some assumptions as mentioned there itself. Hence any projection on the Platforms should NOT be construed as an assurance or guarantee that the objectives of the recommendations will be achieved.

XI. Amendment

- a. Company reserves the right to amend, modify or vary any of the terms stated herein at any time in its sole and absolute discretion and any such amendment, modification or variation shall take into effect and bind you from such date as may be prescribed by the Company.

XII. Termination

- a. The Company services may at any time be suspended / disallowed /modified for such reason and for such time period as deem fit like suspension of the IA license by SEBI. In such an event, you shall have the option to terminate the agreement.
- b. Company facility may be terminated by giving you 30 days intimation/notice to your registered e-mail id or by way of SMS to your registered phone number.
- c. You may terminate the dealings at any time by writing to the Company or deactivating your user id and password. In either case, you are required to give a prior written notice of 30 days. In the event of termination for any reason whatsoever, you shall be liable to pay all outstanding charges and dues, if any.
- d. In case you cease to be a client of the Company then all your details will be provided to the Mutual Fund/AMCs and as are required by them to enable you to deal and interact directly with the AMCs/Mutual Fund

XIII. Death or disability of the Client

- a. In the event of the Client's demise, Company shall be absolutely protected in acting under these terms and conditions until Company receives written notice of death from the legal representatives or executors of the Client. The legal representatives or executors will be recognized by Company as having the sole authority to act under these terms and conditions on behalf of the deceased Client only upon the legal representatives or executors producing the appropriate and valid legal documents which establishes them as the legal representatives of the deceased Client. All acts performed by Company prior to receiving written notice of the Client's death, shall be valid and binding upon the Client and the Client's successors in title.

XIV. Indemnity and limitation of liability

- a. You agree to defend, indemnify and hold harmless the Company, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys' fees and costs) arising from:
 - Your use of and access to the Platforms;
 - Your violation of any Terms, Refund Policy and the Privacy Policy contained herein;
 - Your violation of any third party right, including without limitation any copyright, property, or privacy right;
 - Your violation of any applicable law.
- b. SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL OUR EMPLOYEES', AGENTS', PARTNERS, CONTRACTORS', AND OUR AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE AFORESAID SERVICES SHALL EXCEED Rs. 5,000/-, FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS.

XV. Dispute resolution, governing law and jurisdiction

- a. If any dispute and/or difference that has arisen between the Parties hereto during the subsistence of this terms and conditions or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of these terms and conditions or regarding any question arising out of this terms and conditions or otherwise, the Parties hereto shall endeavor to settle such dispute/difference amicably by negotiation.
- b. In case of failure to resolve the dispute and/or difference amicably, the dispute and/or difference shall be referred to Arbitration presided by a sole arbitrator.
- c. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto.
- d. The Arbitration proceedings shall be held in Bangalore, India and the language shall be English.
- e. The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent court of law.
- f. The provisions of this clause shall survive the termination of these terms and conditions for any reason whatsoever.
- g. The laws of India shall govern this Agreement, and the courts of Bangalore shall have the exclusive jurisdiction.

XVI. Force Majeure

- a. If performance of Services/Website by Niyo Money is prevented, restricted, delayed or interfered with by reason of and including, but not limited to, labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, malware, trojan or other disruptive mechanisms, pandemic, epidemic, any event of hacking or illegal usage of the Website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Niyo and could not have been prevented by reasonable precautions, then Niyo shall be excused and discharged from such performance to the extent of and during the period of such force majeure event, and such non-performance shall, in no manner whosoever, amount to a breach by Niyo Money of its obligations herein or incur any legal liability on Niyo Money.

XVII. Miscellaneous

- a. If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.
- b. Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.
- c. The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.
- d. This Agreement is the entire agreement between You and Niyo Money relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by Niyo Money in accordance with the terms of this Agreement.




आयकर विभाग Income Tax Department


PAN VERIFICATION RECORD

Permanent Account Number

CHUPT9159A

Name	PRADYUMN TIWARI	
Gender	MALE	
Date of birth	10-07-2004	
Verified On	28/03/2025 14:50:29	



Digitally signed on 
Date: 28/03/2025 14:50:29 IST



Note:

1. This PAN data is verified by DigiLocker (<https://digilocker.gov.in>) as per data provided by the issuing authority, Income Tax Department, Govt. of India.
2. This digitally signed verification document is valid as per the IT Act 2000 when used electronically.



DigiLocker verified e-Aadhaar

This document is generated from verified Aadhaar XML obtained from DigiLocker with due user consent and authentication

Document type	e-Aadhaar generated from DigiLocker verified Aadhaar XML			 XML verified
Generation date	2025-03-28T14:50:04.905+05:30	Download date	2025-03-28T14:50:04.905+05:30	
Masked Aadhaar number	xxxxxxxx7008			
Name	Pradyumn Tiwari			
Date of Birth	10-07-2004			
Gender	Male			
c/o , s/o	C/O: Dwarika Prasad Tiwari			
Address	C/O: Dwarika Prasad Tiwari,Shivpur Khurd Kala,Patti,Shivpur,Pratapgarh,Uttar Pradesh,230401			
Landmark		Locality		
City / District	Pratapgarh		Patti	
Pin Code	230401	State	Uttar Pradesh	



www.digjo.in | For Limited Circulation | **CONFIDENTIAL**

Pradyumn