

DOLAT FINSERV PRIVATE LIMITED

TERMS OF USE

These Terms of Use ("Terms") govern your access to and use of the website ("Website"), any mobile application ("Application"), and any other digital application or platform operated or made available by **Dolat Finserv Private Limited** ("DFPL", "we", "us" or "our").

These Terms apply to the services, programmes, information, products and other content that you may access or use through the Website and/or Application.

By accessing or using the Website and/or Application, you acknowledge that you have read, understood and agreed to be bound by these Terms and any other policies, notices or terms made available on the Website and/or Application. If you do not agree to these Terms, you should not access or use the Website and/or Application.

For the purposes of these Terms, "You", "User" or "User's" shall mean any natural or legal person, including online and offline clients and prospective clients. "Client" shall mean a user who has entered into a relevant arrangement or agreement with DFPL, where applicable.

1. DISCLAIMER

By accessing or using the Website and/or Application or any information or material provided through them, you acknowledge and agree to the disclaimers and other legal information contained herein.

The information and material available on the Website and/or Application, or in any communication containing a link thereto, is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation or would subject DFPL to any registration, licensing or other regulatory requirement.

Nothing contained on the Website and/or Application, unless expressly stated otherwise and provided in accordance with applicable law, constitutes an offer, solicitation or recommendation by DFPL, its directors, officers or employees to buy or sell any securities, futures, options or other financial instruments, or constitutes investment advice or any other regulated service.

The information and material available on the Website and/or Application is provided for general informational purposes. DFPL does not represent or warrant that such

information is accurate, complete, current or error-free and does not undertake any obligation to maintain or update all information or material made available through the Website and/or Application.

No part of the information or material available through the Website and/or Application may be copied, reproduced, redistributed or commercially exploited except with the prior written consent of DFPL or as otherwise permitted under applicable law.

Investments in securities and financial products are subject to market risks, including the risk of loss of principal. Users and investors should carefully read the applicable offer documents, disclosure documents, agreements and applicable SEBI and other regulatory requirements before making any investment decision.

2. ADDITIONAL RISK DISCLOSURE AND DISCLAIMERS

Certain information, data, reports or documents made available by DFPL may be provided on a confidential basis and may be intended solely for the recipient or authorised user. Such information shall not be disclosed, reproduced or distributed to any third party without the prior written consent of DFPL, except where disclosure is required by applicable law.

The valuation methodology, asset class information, benchmarks and other information contained in any report may be derived from information obtained from third-party agencies, including fund managers, valuation agencies, credit rating agencies, stock exchanges and other relevant sources. DFPL may act as an aggregator of such information and shall not be responsible for errors, omissions, inaccuracies or delays attributable to such third-party sources.

No representation or warranty, express or implied, is made regarding the fairness, accuracy, completeness or correctness of such third-party information or opinions. Such information should not be construed as a promise, representation or indication of future performance.

Information concerning securities, products or investments may be based on publicly available information or information provided by product manufacturers, valuation agencies, rating agencies, stock exchanges or other third-party sources and may change without notice.

Investments in securities and financial products are subject to various risks, including the possible loss of the initial principal amount. Past performance is not indicative of future results and does not guarantee future returns.

Where applicable, DFPL may act in capacities including investment adviser, merchant banker, wealth/distribution service provider, research analyst or facilitator, in accordance with the applicable registration, licence, regulatory framework and client arrangement. DFPL is not a custodian of securities unless expressly acting in such capacity under applicable law.

Neither DFPL nor its affiliates or group companies necessarily undertake regulatory, legal, tax or accounting analysis relating to the suitability of any security, product or investment for a particular person. Users and investors should obtain independent professional advice, including legal, tax and accounting advice, as appropriate to their circumstances.

Financial information or reports made available through the Website and/or Application are not a substitute for statements or records issued by the relevant custodian, broker, depository, fund house, product manufacturer or other authorised service provider. In case of any discrepancy, the relevant official statement or record issued by the applicable authorised entity should be relied upon.

Any third-party valuation, report or ancillary information shall remain subject to the applicable updates, changes, limitations and disclaimers of the relevant third-party provider. DFPL shall not be responsible for independently updating such third-party information unless expressly required under the applicable arrangement.

3. FORWARD-LOOKING STATEMENTS

Certain information or statements made available through the Website, Application or any report may constitute forward-looking statements, including statements concerning business plans, strategies, financial conditions, growth prospects and future developments.

Such statements are subject to risks, uncertainties and assumptions, including changes in economic, market, political, legal, regulatory, social and competitive conditions. Actual results or developments may differ materially from those expressed or implied in such statements.

Users and investors should not place undue reliance on forward-looking statements and should undertake their own independent evaluation and obtain appropriate professional advice before making any investment or other decision.

4. WARRANTY AND LIMITATION OF LIABILITY

The Website and Application, and the information and materials made available through them, are provided on an "AS IS" and "AS AVAILABLE" basis, to the extent permitted by applicable law.

DFPL does not expressly or impliedly warrant the accuracy, completeness, reliability, timeliness, availability or suitability of any information or material for any particular purpose and disclaims warranties of merchantability and fitness for a particular purpose to the extent permitted by applicable law.

DFPL shall not be responsible or liable for any loss, injury, liability, damage, cost or expense arising from or in connection with your access to, use of, or inability to use, the Website, Application or any information or material contained therein, including losses arising from errors, omissions, interruptions, delays, defects, transmission failures, computer viruses, cyber incidents, system failures or other technical issues, except to the extent such limitation is prohibited by applicable law.

DFPL shall not be responsible for any loss or damage arising from acts or omissions of third parties involved in providing the Website, Application, data, technology, information or related services.

To the extent permitted by applicable law, DFPL, its affiliates, directors, officers, employees and service providers shall not be liable for any direct, indirect, incidental, special, consequential or other damages arising from or relating to the Website, Application or reliance upon information made available through them.

Nothing contained in these Terms shall exclude or limit any liability or obligation that cannot lawfully be excluded or limited under applicable law or regulatory requirements.

5. WEBSITE AND APPLICATION CONTENT

All information and material available through the Website and/or Application is intended primarily for informational and personal, non-commercial use, unless expressly stated otherwise.

DFPL reserves the right, at any time and at its discretion, to add, modify, suspend or remove any material, information, product, service or functionality available through the Website and/or Application.

No rights in or to any information, content, software or material are transferred to the User except for the limited right to access and use the Website and/or Application in accordance with these Terms.

All rights not expressly granted are reserved by DFPL, its affiliates or the relevant third-party providers.

Information available through the Website and/or Application may not be complete, current or accurate and should not be relied upon as the sole basis for making any investment or other decision.

DFPL may, from time to time, introduce additional online or secured-access services, whether free or subscription-based, subject to applicable terms and conditions. DFPL may suspend or terminate access to such services where permitted under applicable terms, including where a User breaches these Terms or applicable law.

6. USER RESTRICTIONS

You shall not:

1. Publish, transmit, reproduce, distribute or otherwise provide any information available through the Website and/or Application, in whole or in part, to any third party without the prior written consent of DFPL, except as permitted by law;
2. Alter, obscure, remove or interfere with any copyright, trademark, proprietary or other notices appearing on the Website and/or Application;
3. Access or attempt to access any part of the Website and/or Application in an unauthorised manner;
4. Misuse, disclose or compromise any password, authentication credential or access mechanism;
5. Use the Website and/or Application for any purpose that violates applicable law, regulation or any agreement entered into with DFPL;
6. Use or cause to be used any robot, spider, crawler, scraping tool, automated software, device or process to monitor, copy or extract data or content from the Website and/or Application without DFPL's prior written consent; or
7. Alter, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of any software component of the Website and/or Application, except to the extent expressly permitted by applicable law.

7. INTELLECTUAL PROPERTY

Unless otherwise stated, all intellectual property rights in and to the Website and Application and their contents, including text, graphics, photographs, audio, video,

software, designs, trademarks, logos and other material, are owned by or licensed to DFPL, its affiliates or the relevant third-party providers and are protected under applicable law.

No part of the Website, Application or its contents may be copied, reproduced, modified, distributed, republished, commercially exploited or otherwise used without the prior written consent of the relevant rights holder, except as expressly permitted by applicable law.

If you download any permitted information or material, you shall not remove, obscure or alter any copyright, trademark or proprietary notice contained therein.

DFPL reserves all rights and remedies available under applicable law in respect of any infringement of its intellectual property rights.

8. LINKS TO THIRD-PARTY WEBSITES

The Website and/or Application may contain links to third-party websites, platforms or services for convenience or informational purposes.

DFPL does not control, endorse or assume responsibility for the content, accuracy, availability, security, privacy practices or terms of such third-party websites or services.

Users are advised to review the applicable terms of use and privacy policies of third-party websites before accessing or providing any personal information to them.

Access to and use of third-party websites is at the User's own risk.

9. PRIVACY

Use of the Website and/or Application may involve the collection, processing, monitoring or recording of information in accordance with applicable law.

DFPL may collect, use, disclose and process personal information as described in its Privacy Policy and as otherwise permitted or required by applicable law.

For further information regarding the collection and processing of personal information, please refer to the **DFPL Privacy Policy** available on the Website.

10. CHANGES TO TERMS AND ACCESS

DFPL reserves the right, at its discretion and without being required to provide prior notice, to modify, amend, suspend or discontinue the Website and/or Application, or

any part thereof, including for maintenance, upgrades, improvements, security or correction of errors.

DFPL may also modify these Terms from time to time. Updated Terms shall be published on the Website and/or Application and shall become effective from the date specified therein or upon publication where no separate effective date is specified.

Users are responsible for periodically reviewing the Terms. Continued use of the Website and/or Application following publication of revised Terms shall constitute acceptance of the revised Terms.

11. INDEMNITY

To the extent permitted by applicable law, the User agrees to indemnify and hold harmless DFPL, its affiliates, directors, officers, employees and agents from and against claims, demands, liabilities, losses, damages, costs and reasonable expenses arising out of or in connection with:

- (a) the User's breach of these Terms;
- (b) the User's unlawful, unauthorised or improper use of the Website and/or Application;
- (c) any violation by the User of applicable law or the rights of any third party; or
- (d) any unauthorised use, reproduction, distribution or disclosure of information or material made available through the Website and/or Application.

Nothing in this clause shall require the User to indemnify DFPL for any liability arising solely from DFPL's fraud, wilful misconduct or any liability that cannot lawfully be excluded or indemnified under applicable law.

12. ARBITRATION

Subject to applicable law and any specific dispute-resolution mechanism contained in the relevant agreement between DFPL and a User or Client, all claims, differences or disputes arising out of or in relation to these Terms, the use of the Website and/or Application or information made available through them shall be referred to arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

The arbitration shall be conducted by a panel of three arbitrators, with each party appointing one arbitrator and the two appointed arbitrators appointing the third and presiding arbitrator, in accordance with applicable law.

The **seat and venue of arbitration shall be Mumbai, Maharashtra**, and the language of the arbitration proceedings shall be **English**.

The arbitral award shall be final and binding on the parties, subject to rights available under applicable law.

Nothing in this clause shall restrict any statutory or regulatory remedy or forum that cannot lawfully be excluded or contracted out of.

13. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India.

Subject to the arbitration provision above and any applicable statutory or regulatory forum or remedy, the courts at **Mumbai, Maharashtra** shall have exclusive jurisdiction in relation to matters arising out of or in connection with these Terms.

14. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful or unenforceable, such provision shall, to the extent permitted by applicable law, be modified or severed without affecting the validity and enforceability of the remaining provisions.

15. CONTACT US

If you have any questions, comments or concerns regarding these Terms of Use, please contact the relevant department of **Dolat Finserv Private Limited**:

Investment Advisory Division

Grievance Contact:

Dolat Finserv Private Limited

Email: grievance@dolatfinserv.com

Contact No.: 022- 61764875

Communication Address: A Wing, 1203, Naman Midtown, Senapati Bapat Marg, Mumbai, Maharashtra, India

Merchant Banking Division

Grievance Contact:

Dolat Finserv Private Limited

Email: grievance.mb@dolatfinserv.com

Communication Address: 15th floor, Sunshine Tower, Senapati Bapat Marg, Mumbai, Maharashtra, India