

Terms & Conditions

INTRODUCTION

Visitors to this web site are bound by the following terms and conditions in addition to member-client agreement & other such agreements executed by the client, so please read the following terms carefully before continuing to use this site. If User does not agree with any of these terms, please do not use this site.

Shriram Financial Services Private Limited maintains <https://www.shriramfs.com/> (hereinafter referred to as the "Website") and owns, has the license to use or otherwise has the right to use, free of any pending or threatened liens, all content, graphics, HTML and CGI or other scripts displayed and used on the Website.

This website / information is provided to User on an "as is" and "where-is" basis, without any warranty. Shriram Financial Services Private Limited will not be liable to User or any third party for any damages of any kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the site, including but not limited to, User's use of this site or User's inability to use the site, even if Shriram Financial Services has previously been advised of the possibility of such damages.

Shriram Financial Services Pvt Ltd. (hereinafter referred to as "Company") is a company incorporated under the Companies Act, 1956, CIN: [●], having registered office at 3rd floor, Rukmini Towers, Seshadripuram, Bangalore- 560035 India.

The Company is the licensed owner and/or service provider of the Website "<https://www.shriramfs.com/>" and the Mobile Applications including "Purse+" and "Antara" (collectively hereinafter referred to as "SFS Platforms"). The Company markets the activity for its Group companies, hence the Company has allowed its Group companies to use SFS Platforms for offering their respective products/services.

Use of SFS Platforms

The Company and its subsidiaries provide opportunity to the User to access and avail services and/or products offered on the SFS Platforms subject to the User signing-up, after carefully reading, accepting and agreeing to abide by the Terms of Use, Privacy Policy and other respective product related Terms and Conditions.

The Terms of Use, Privacy Policy and product related Terms and Conditions shall be modified, at any time, at the sole discretion of the Company/Group Companies without any prior intimation to the User. The revised/modified version of the same shall be posted on the SFS Platforms. It is the User's responsibility to review the same on a regular basis. By accessing and continuing to use SFS Platforms, it is deemed that the User has understood and agreed to the revised version.

In case the User disagrees, or if any of the Terms of Use, Privacy Policy or disclaimers is not acceptable to the User, the User is free not to register and avail the service from SFS Platforms through the website/app.

In the event of any inconsistency between the Terms of Use and the Privacy Policy, the provisions under the Terms of Use shall supersede the terms of the Privacy Policy.

AGREEMENT

These Terms of Use, Privacy Policy and respective Product specific Terms and Conditions, read together, of the SFS Platforms shall constitute a legally binding agreement between User and the Company regarding availing the products and/or services through the SFS Platforms.

DEFINITIONS

- "App" means the mobile applications including '**Purse+**' and "**Antara**" on the Android and iOS platforms and/or other app stores.
- "Website" means the website hosted as <https://www.shriramfs.com/>.
- "User" means any person who downloads the App and/or a person who avails any of the services, products or facilities offered through the App or Website.
- "Group Companies" includes any company which is a holding, subsidiary or fellow subsidiary, or associate of the Company.
- "KYC" means all requirements pertaining to "Know Your Client" norms and customer due diligence, with respect to User, as per the requirements prescribed by regulatory authorities from time to time.
- "Laws" means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental authority having jurisdiction over the relevant matter, as in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter.
- "Privacy Policy" means the privacy policy published on the Website and on the App.
- "Service" means the services rendered under the online trading service launched and established by the Company on the SFS Platforms.
- "Terms of Use" means these terms and conditions set out herein regarding the use of the Website and/or the App by the User.
- "Terms and Conditions" means the product specific terms and conditions which are set out in the relevant product section.

TERMS OF USE

Although the Company tries to ensure that all information and materials, whether in relation to the products, services, facilities, offerings or otherwise (hereinafter "Information") provided as part of the SFS Platforms is correct at the time of inclusion on the website, it does not guarantee the accuracy of the Information. The Company makes no representations or warranties as to the completeness, adequacy or accuracy of the Information and expressly disclaims liability for any errors, omissions or delays in updating this information.

Disclaimer of Warranties and Liability

All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Site.

The information from or through this site is provided on an "AS IS" basis, and all warranties, expressed or implied, of any kind regarding any matter pertaining to any goods, service or channel, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are disclaimed and excluded.

The Company/Group Company shall not be liable at any time for damages (including, without limitation, damages for loss of business projects or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Site, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Site or any such contents, or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction, or unauthorized access to, alteration of, or use of information contained on the site. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation.

Certain links on the Site lead to resources located on servers maintained by third parties over whom the Company has no control or connection, business or otherwise. These sites are external to the Company, and by visiting these, the User is outside the SFS Platforms. Shriram Financial Services neither endorses in any way nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity or availability of any goods or services, or for any damage, loss or harm, direct or consequential, or any violation of local or international laws that may be incurred by the User visiting and transacting on these sites.

Information is supplied upon the condition that persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. No Information on this website shall constitute an invitation to invest in any security or financial product. Any use of this website or the Information is at the User's own risk.

The Company shall not be liable for damages or injury arising out of or in connection with the use of the SFS Platforms or its non-use, including non-availability, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business; under any contract, negligence, strict liability or other theory arising out of or relating in any way to the SFS Platforms, and claims of third parties for damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction, or unauthorized access to, alteration of, or use of information, whether resulting, in whole or in part, from or relating to any of the services offered or displayed by the SFS Platforms.

Nothing contained herein is to be construed as a recommendation to use any product or process in conflict with any patent, copyright, intellectual property right or otherwise, and the Company makes no representation or warranty, express or implied, that the use thereof will not infringe any patent, copyright, intellectual property right or otherwise.

The Services on the SFS Platforms do not constitute an offer to sell or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. These Services are not intended to be any form of investment advertisement, advice or information, and have not been registered under any securities law of any foreign jurisdiction, and are only for the information of persons in jurisdictions where it may be lawful to provide such information; otherwise the same shall not be considered as information. The distribution of this Service or content in other jurisdictions may be restricted by law, and persons who access the Service should inform themselves about, and observe, any such restrictions.

Use of the website and its contents is at any person's, including a Client's, own risk. The data and information provided on the website is not advice, professional or otherwise, and should not be relied upon as such. Neither the information nor any opinion contained on the SFS Platforms constitutes a solicitation or offer by the Company to buy or sell any securities or other financial instruments or provide any investment advice. The Company or its associate companies or their directors or employees and their dependents have or may have an outstanding position or holding in the securities or other related investments of issuers and companies mentioned herein. The investments discussed or recommended in the analysis, research reports, etc. may not be suitable for all investors. Investors must make their own investment decisions based on their own specific investment objectives and financial position, and using such independent professional advisors as they believe necessary. Information herein is believed to be reliable, but the Company does not warrant its completeness or accuracy. The content of the articles and the interpretation of data are solely the personal views of the contributors and do not in any way reflect the views of the Company. Users are advised to use the articles and other data on the Website only as information.

The display, description or references to any products, services, publications or links on the SFS Platforms shall not constitute an endorsement by the Company of such products, services, publications or links.

The Company has exclusive and sole discretion to select the Clients who would be entitled to use, access and benefit from the Service. The Company also reserves the absolute right and discretion to decide on the criteria for selecting Customers to participate in the Service offered hereunder.

The offering of the Service is subject to the requisite permissions, approvals, licenses and any other clearance from the appropriate regulatory authority, viz. **SEBI, NSE, BSE, MCX, MSEI, NSDL, CDSL, AMFI, PFRDA**, and any other relevant authority that may be the regulatory authority for the Service.

Neither the Company nor its Affiliates shall be precluded from making any contract or entering into any arrangement or transaction with the companies mentioned herein, or with itself, in the ordinary course of business, or from undertaking any banking, financial or agency services for such companies or for itself, or from underwriting or guaranteeing the subscription of, or placing or subscribing for, or otherwise acquiring, holding or dealing with, any stocks, shares, debentures, debenture stocks or other securities of such companies, either with or without commission or other remuneration, or from entering into any contract of loan or deposit or other arrangement or transaction with such companies, or being concerned or interested in any such contract or arrangement which any other company or person would be entitled to enter into with such companies; and they shall not be liable to account to the companies or to any person visiting or accessing the Website, including a Customer of the Service, for any profits made by them thereby or in connection therewith, and the Company/Group Company shall also be allowed to

retain for its own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to it.

The Company makes no guarantees or representations as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy, subject matter, quality or timeliness of any electronic content on the SFS Platforms. The Company shall not be responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. No judgment, warranty or representation is made with respect to the accuracy, timeliness or suitability of the content of other services or sites to which these screens link, and the Company shall not be responsible therefor.

The Company shall not be liable for any misrepresentation, falsification, deception, or for any lack of availability of services through the SFS Platforms, even if the same are advertised on the SFS Platforms.

The Company shall not be liable if the Customer downloads any information or software from the SFS Platforms. Further, the Company/Group Company shall not be liable if the Client copies, modifies, uploads, downloads, transmits, (re)publishes, removes or obscures any intellectual property, including trademarks, copyright or other notices or legends contained in any such information, or otherwise distributes any service or content from the SFS Platforms. The Company shall not bear responsibility if the Client modifies or uses the content or services obtained from this Website for any purpose other than those permitted, and in doing so violates the intellectual property, including trademarks, copyright and other proprietary rights, of the Company.

User must, at his/her own cost:

- provide for his/her own access to the world wide web and pay any service fees, telephone charges and online service usage costs associated with such access; and
- provide all equipment necessary to make such connection to the world wide web, including a computer and modem.

The content presented on the Website may vary depending upon the User's browser version/limitations.

The Company and/or its Group Companies shall ensure functioning of the SFS Platforms on a best-effort basis. However, the User acknowledges and agrees that the Company and/or its Group Companies have the right to monitor the functioning of the SFS Platforms electronically or otherwise from time to time.

The Company and/or its Group Companies reserve the right to refuse to post, or to remove, any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the Terms of Use.

These disclaimers shall be applicable to any person visiting/accessing the SFS Platforms and/or a Customer entering into an agreement related to availing the Service offered by the Company/Group Company. By downloading the app and/or registering on the app/website and/or accessing the platform and/or submitting details on the platforms and/or using any product/services/facilities offered on the platforms, the User agrees to and accepts the following Terms of Use, and:

- undertakes to provide all necessary information to the Company and/or its Group Companies and/or third parties/vendors to fulfil regulatory requirements: (i) at the time of registration; (ii) as

and when required by applicable Law; and (iii) whenever there is any change in information earlier provided by the User;

- understands and agrees that the Company and/or its Group Companies may appoint third parties/vendors/service providers to carry out its obligations under these Terms of Use;
- understands and agrees that the Company may engage with group companies/third parties to promote the products and services provided by the SFS Platforms;
- understands and agrees that the Company and/or its Group Companies may sub-contract or employ agents to carry out any functions or services relating to the SFS Platforms or any of its obligations under the Terms of Use;
- understands and agrees that the SFS Platforms are primarily intended for use by persons resident in India. Any use/access of the SFS Platforms by a person who is not a resident of India shall be at his/her sole responsibility, including determining whether such use/access constitutes a breach under any applicable laws of India and his/her country of residence. Such User will be solely and absolutely liable for any liability incurred by the Company and/or its Group Companies in this regard, and shall keep the Company and/or its Group Companies indemnified against any such liability;
- agrees that the Company and/or its Group Companies may collect Personal Information of the User (as defined under the Information Technology Act, 2000 read with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) and may use such information for providing appropriate services/products to the User;
- understands and agrees that the Company may share the User's information (personal, transactional and behavioural) with its Group Companies/associates/vendors/service providers/business partners for promoting/offering its and/or their products and services, or for analytics purposes;
- understands and agrees that the Company and/or its Group Companies/associates/vendors/business partners may record conversations with him/her for purposes including, but not limited to, quality control and record retention. The Company will keep such records confidential.

CHARGES

The Company reserves the right to charge subscription or membership fees in respect of any part or aspect of this Site upon reasonable prior notice.

Third Party Interaction and Links to Third Party Sites

In the course of using the website, User may enter into correspondence with, or receive offers of services from, or participate in promotions of, advertisers, members or sponsors of the website. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including the delivery of and payment for services, and any other term, condition, warranty or representation associated therewith, is solely between User and the applicable third party. User agrees that the Company has no liability, obligation or responsibility for any such correspondence, purchase or promotion between User and any such third party.

This website may be linked to other websites on the World Wide Web that are not under the control of, or maintained by, the Company. Such links do not indicate any responsibility or endorsement on the

Company's part for the external website concerned, its contents, or the links displayed on it. These links are provided only as a convenience, to help the User find relevant websites, services and/or products that may be of interest, quickly and easily. It is the User's responsibility to decide whether any services and/or products available through any of these websites are suitable for the User's purposes. The Company is not responsible for the owners or operators of these websites/apps, or for any goods or services they supply, or for the content of their websites, and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these, or accept any liability in relation to any of these (including any liability arising out of any claim that the content of an external website to which this website includes a link infringes the intellectual property rights of any third party).

Service charges: The Company will charge respective clients a service charge for changes of address, addition of a 4th bank account, and addition of a 3rd DP, of Rs. 100/- plus GST as administrative charges.

AVAILABILITY

The Company controls and operates the SFS Platforms from India and makes no representation that the materials are appropriate or will be available for use in other locations. If the User uses this website from outside India, the User is entirely responsible for compliance with all applicable local laws.

Information that the Company publishes on the website/app may contain references or cross-references to the Company's products, programs and services that are not announced or available in the User's country. Such references do not imply that the Company intends to announce such products, programs or services in the User's country.

DISCLAIMER BY THE COMPANY

Mutual fund investments are subject to market risks. The User must read all scheme related documents carefully.

The Company/Group Companies may provide various tools or analysis mechanisms on the SFS Platforms. Any output of such tools/analysis mechanisms is for informational purposes only and should not be construed as advice. The output is based on analysis by the Company/Group Companies from information obtained from various sources, which the Company/Subsidiary believes to be true and correct. Such output does not guarantee any specific performance/returns. The User should take his/her own decision to execute any transaction based on his/her risk profile, investment objective, financial status, etc. The Company assumes no responsibility for the accuracy or otherwise of the output.

The Company is a stock broker, portfolio manager, POP under PFRDA, research analyst and investment adviser. However, the SFS Platforms do not provide any tax, legal, insurance or investment advice as of the date hereof.

Access to and use of the SFS Platforms is entirely at the User's own risk.

Any warranty provided in connection with any third-party products or services described on the SFS Platforms is provided solely by the owner, service provider or supplier of that product or service, and not by the Company.

The Company operates and offers the SFS Platforms strictly on a no-liability basis with respect to any third-party product offered on the SFS Platforms. The Company shall not be liable to the User or any other third party for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure, internet fraud or malfunction, or interruption/delay of business or due to any technology related risks) under any contract, negligence, strict liability or other Law or theory arising out of or in connection with the use or availing of such third-party products or services, or any contract or transaction entered into or executed pursuant thereto (however arising, including negligence).

If any disclaimers or limitation of liability in the Terms of Use are held unenforceable, the maximum liability of the Company and/or its Group Companies to the User shall not exceed Rs. 500, even if the Client has paid a higher amount.

To the extent possible, the disclaimers, limitations on liability and indemnities available to the Company under the Terms of Use shall mutatis mutandis extend and be available also to the alliance partners, vendors, Group Companies providing products/services and other service providers, and their respective directors, officers, employees, agents, successors, assigns, consultants, sponsors, affiliates, content providers and everyone involved in creating, producing, delivering or managing the SFS Platforms (or any part thereof). However, this clause shall not protect the aforesaid persons, or extend to their obligations and liability to the Company, or the Company's claims against them.

User will be solely responsible for maintaining the confidentiality of the account created on the SFS Platforms.

The information and views provided on the SFS Platforms are based on information believed to be correct to the best of the Company's knowledge. Although due care has been exercised to verify the accuracy of the information, the Company assumes no responsibility for the accuracy of, or for any loss arising out of, any information contained therein.

The information and content on the SFS Platforms are provided "as is," unless otherwise specified, without any representation or warranty/guarantee of any kind, either express or implied, including without limitation any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for a particular purpose or completeness. Specifically, the Company and/or its Group Companies do not provide any warranties or guarantees including, but not limited to, the following:

- availability, accuracy, usefulness, correctness, currency or completeness of information, products or services available on the SFS Platforms;
- title, non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the Laws applicable to the Terms of Use.

The systems embedded in the SFS Platforms are secured from hacking or unauthorised access, even though the Company and its Group Companies adopt security measures which it considers appropriate.

The Company and its Group Companies shall not be responsible or liable for any loss or damage caused, directly or indirectly, as a result thereof.

USER DECLARATION

- He/she has read, understood and agrees to the Terms of Use, Privacy Policy and other Terms and Conditions, including any amendments thereof from time to time.
- He/she is eligible and competent to enter into such an agreement with the Company.
- User confirms that he/she has the requisite knowledge and experience to understand the risks involved in transacting any product or service offered through the SFS Platforms.
- The details provided by him/her on the SFS Platforms are true and correct. User shall produce any document/undertaking as may be required by the Company/Group Companies for verification.
- User shall update any personal details already provided to the Company as soon as possible.
- User shall keep log-in credentials safe and secure.

USER COMMUNICATIONS

By downloading/accessing the SFS Platforms, providing the relevant details, and accepting these Terms of Use, the User provides express consent to be contacted by the Company/its Group Companies/associates/vendors/business partners (even if the User is on the "National Do Not Call Registry") at the contact number or electronic address provided while registering on the SFS Platforms or applying for any product/service through the App/Website. User further agrees to being contacted in any manner, including without limitation SMS (including text messages), calls using pre-recorded messages or artificial voice, calls and messages delivered using an auto telephone dialling system or automatic texting system, and notifications sent via the SFS Platforms. Automated messages may be left on an answering machine or voice mail. To opt out of such messages, click on the Unsubscribe link on any such email received from the Company. The Company may continue to use the User's email address to notify the User of critical administrative or operational updates.

PROHIBITED ACTIVITIES

User shall not:

- restrict or inhibit any other person from accessing, using and enjoying the SFS Platforms;
- use the SFS Platforms for any purpose that is unlawful in any jurisdiction or not permitted by the Terms of Use; modify, copy, distribute, transmit, display, perform, publish, licence, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, facilities, products or services obtained on or through the SFS Platforms, except as permitted by the copyright owner or other right holder thereof;
- post, transmit or receive any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive or otherwise objectionable information or statement of any kind, including without limitation any information or statement constituting or

encouraging conduct that would constitute sedition, a criminal offence, give rise to civil liability, or otherwise violate any local, state, national, foreign or other Law;

- post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication (except as otherwise expressly permitted by the Company and/or its Group Companies), or engage in spamming or flooding;
- post or transmit any spam mails, information or software containing a virus, Trojan horse, worm or other harmful component;
- post, publish, transmit, reproduce, distribute or otherwise exploit any information, software or other material obtained from or through the SFS Platforms for commercial purposes (other than as expressly permitted by the provider of such material);
- upload, post, publish, transmit, reproduce or distribute, in any way, information, software or other material obtained on or through the SFS Platforms which is protected by copyright or other proprietary right, or derivative works thereof, except as permitted by the copyright owner or other right holder thereof;
- attempt to decompile or reverse engineer any software available on the SFS Platforms, or attempt to hack into the SFS Platforms or otherwise subvert any firewall or other security measure of the SFS Platforms; if User becomes aware of any shortcoming in the security of the SFS Platforms, User shall forthwith inform the Company and/or its Group Companies in writing;

If the SFS Platforms contain bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), User agrees to use the Forums only to send and receive messages and material that are proper and related to the Forum.

User shall use any software provided on, by or through the SFS Platforms only for the purposes for which it has been provided, and for no other purpose.

User shall not host, display, upload, modify, publish, transmit, update or share any information on the SFS Platforms that:

- belongs to another person and to which User does not have any right;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially or ethnically objectionable, disparaging, or relates to or encourages money laundering or gambling, or is otherwise unlawful in any manner;
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary right;
- violates any Law for the time being in force;
- deceives or misleads the addressee about the origin of such messages, or communicates information that is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or insults any other nation.

Any content or comment uploaded by User shall be subject to relevant Indian laws and may be disabled and/or subject to investigation under appropriate laws. Furthermore, if User is found to be in non-compliance with the laws and regulations, these terms, or the Privacy Policy of the SFS Platforms, the Company and/or its Group Companies shall have the right to immediately terminate/block User's access to and usage of the SFS Platforms, to immediately remove any non-compliant content and/or comment uploaded by User, and to take recourse to such remedies as may be available to it under applicable Laws.

LIMITED PERMISSION TO COPY

Users are permitted to print or download extracts from these pages for their personal, non-commercial use only. Any copies of these pages saved to disk or any other storage medium may only be used for subsequent viewing purposes or to print extracts for personal use. User may not (whether directly or through the use of any software program) create a database in electronic or structured manual form by regularly or systematically downloading and storing all or any part of the pages from the SFS Platforms. No part of the website/app may be reproduced or transmitted to, or stored in, any other website/app, nor may any of its pages or parts thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service.

TRADE MARKS AND COPYRIGHTS

The SFS Platforms contain material, including text, graphics and sound, which is/may be protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by the Company or have been licensed to the Company by the owner(s) of those rights so that it can use this material as part of this website. The Company retains copyright in all Information, including text, graphics and sound, and all trademarks displayed on the website/application that are owned by the Company and used under licence by the Company/Group Company or any other party, and are protected under applicable Indian laws. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

MATERIAL SUBMITTED BY USER

Certain elements of the Site will contain material submitted by users. Shriram Financial Services accepts no responsibility for the content, accuracy or conformity to applicable laws of such material.

TERMINATION

User acknowledges and agrees that the Company and/or its Group Companies may, at their sole discretion, without notice, suspend or terminate User's ID, password or account, or deny User access to all or part of the SFS Platforms, if:

- User engages in any conduct or activities that the Company and/or its Group Companies believes, in its sole discretion, violates any of the Terms of Use, the rights of the Company and/or its Group Companies, or is otherwise inappropriate for continued access to the Platform; and/or
- it learns of User's death, bankruptcy or lack of legal capacity, or of circumstances impacting User's creditworthiness; and/or
- it receives directions from regulatory/government bodies; and/or
- for any other reason which it thinks fit and proper.

CONFIDENTIALITY

The Company shall maintain the confidentiality of the User's Personal Information as per the Privacy Policy. The Company and/or its Group Companies recognize and acknowledge the value and importance of protecting the User's information. The Company and its Group Companies shall exercise the same standard of care to protect information received from Users as they exercise in protecting their own information, unless such information is sought under instructions laid down by government agencies or under due process of law. Further, the Company and/or its Group Companies will ensure that any third party with whom information is shared is under contractual obligation to protect the confidentiality of the information of Users of the SFS Platforms, and to use it only to provide services to the extent required under the agreement with the Company and/or its Group Companies.

NOTICES

The Company and/or its Group Companies may give notice to the User by e-mail, letter, telephone or any other means as deemed fit, at the address available in the Company's records. If a document/communication is sent by email, the Company and/or its Group Companies shall be deemed to have duly communicated and delivered such communication or document to the User once it is delivered. Such notices will have the same effect as a notice served individually on each User.

The User may give notice to the Company in writing, by hand delivery, email, post, internet, fax or other electronic means, at the address/email ID specified on the SFS Platforms. The Company and/or its Group Companies shall also be entitled to act on the basis of any instructions received, or purported to be received, from User by such means.

Documents sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or an available download from the Website/App.

SEVERABILITY

If any provision of the Terms of Use is held invalid or unenforceable by reason of any Law, or any rule, order, judgment, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to that provision or condition, and the User, the Company and/or its Group Companies, and such court, tribunal or agency or body, should endeavour to give effect to the parties' intentions as reflected in the provision, to the extent possible. The validity of the remaining provisions and conditions shall not be affected, and these Terms of Use shall be carried out as if any such invalid or unenforceable provision or condition had not been contained herein.

LIMITATION

Notwithstanding any statute or Law to the contrary, but to the extent permitted by Law, any claim or cause of action arising out of or related to access to or use of the SFS Platforms, or the Terms of Use, must be filed within 3 months from the date such claim or cause of action arose, failing which it shall be forever barred.

APPLICABLE LAW AND JURISDICTION

These terms and conditions are governed by and shall be interpreted in accordance with the laws of India, without regard to the choice or conflict of law provisions of any jurisdiction. User agrees, in the event of any dispute arising in relation to these terms and conditions or the website, whether in contract, tort or otherwise, to submit to the jurisdiction of the courts located at Bangalore, India for the resolution of all such disputes. The offering of the Service is subject to the requisite permissions, approvals, licenses and any other clearance from the appropriate regulatory authority, viz. the Securities and Exchange Board of India, National Stock Exchange of India Limited, Bombay Stock Exchange Limited, Mumbai, and any other relevant authority that may be the regulatory authority for the Service.

NO AGENCY

The Terms of Use, Privacy Policy and Terms and Conditions, and the use of or access to the SFS Platforms, are not intended to create an agency, partnership, joint venture or employer-employee relationship between User and the Website/App owned by the Company/Group Companies, the Company, the Group Companies, business partners, vendors and third parties, except where otherwise specifically agreed or appointed.

ADVERTISING MATERIAL

Part of the Site will contain advertising and other material submitted to the Company by third parties. Advertisers are responsible for ensuring that material submitted for inclusion on the Site complies with applicable international and national law. The Company will not be responsible for any advertiser's claim, error, omission or inaccuracy in advertising material, and reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to the Company's terms and conditions, which are available on request.

DATA PROTECTION

The Company may send information and offers of products and services to User from time to time. For further details of our policy relating to such offers, please refer to our privacy statement.

FORCE MAJEURE

The Company shall have no liability to User for any interruption or delay in access to the website/application, irrespective of the cause.