

## GENERAL TERMS & CONDITIONS

### 1. PREFACE

NOTICE: You are advised to read and understand to these general terms and conditions for use of FinBII platform and in case you do agree, please do not use the FinBII platform or any services provided by Capwise Financial Products Distribution Pvt Ltd

- 1.1 Your use of the website FinBII I.com or its associated web portals or internet/software-based services specifically designated by us as FinBII Platform (hereinafter "FinBII Platform") indicates that you understand and consent to these General Terms and Conditions for use of FinBII Platform(hereinafter, "General TnC" or "terms"). You also confirm that these terms are a legally binding document between you and Capwise Financial Products Distribution Pvt Ltd
- 1.2 You are informed that FinBII Platform are owned and operated by Capwise Financial Products Distribution Pvt Ltd (CIN No. U65990MH2021PTC363693, a company incorporated under the Companies Act, 2013, having its registered office at 9, A-906, Mumbai Suburban, Maharashtra, 400063 (hereinafter referred to as "we", "us", "our/s", "Company", "FINBII ").
- 1.3 Each visitor or user of FinBII Platform ("you", "your", as the context may apply) is requested to read these terms before them using FinBII Platform.
- 1.4 You are informed that when you agree that by clicking "Login", "Sign Up", "Register now" or similar, registering, accessing, or using FinBII Platform, you are agreeing to enter into a legally binding contract with FinBII, personally and also the organization you represent. up-to-date
- 1.5 When you sign up to use a feature of the FinBII Platform, you may be asked to agree to terms governing your use of the feature. In such cases, you may be asked to consent to the particular terms expressly, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different from the terms, the terms of the click-through agreement will supplement or amend these terms, but only concerning the matters governed by such "click-through agreement".
- 1.6 We may translate these terms into other languages for your convenience. Nevertheless, the English version governs your relationship with us, and any inconsistencies among the different versions will be resolved in favor of the English version.
- 1.7 If you disagree with these terms and conditions, please do not use the FinBII Platform.
- 1.8 These General Terms and Conditions and Privacy Policy shall be read in conjuncture, and one shall form part of the other, we may modify the said terms from time to time. Furthermore, we will update the policies on the FinBII Platform and will mention the date of updation and their effective date.
- 1.9 You agree that as a feature, we may provide notices and messages to the contact information you provided us (e.g., email, mobile number, physical address). Therefore, please keep your contact information up-to-date.
- 1.10 We may change, suspend or discontinue any of the Services on the FinBII Platform. We may also modify our prices effective from the date of publishing the same.

1.11 We are not obligated to publish any information or content on our Service and can remove it with or without notice.

## 2. SERVICES IN FINBII PLATFORM

2.1 **User Account:** You may create an account and provide certain information about yourself to use some of the features offered through the FinBII Platform. You confirm that you are solely responsible for maintaining such User Accounts as respective end-user terms applicable to the same. The terms related to the user account will be in addition to these terms.

2.2 **Services & Service Fee:** FinBII Platform may, from time to time, change any of its service offerings and its features. You confirm that you shall pay the fee for the services as per terms of the specific services provided in this FINBII Platform.

## 3. CONTENTS IN FINBII PLATFORM

3.1 You do not have the right to use FINBII 's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to copy and use the software, text, images, graphics, video and audio used on this FinBII Platform ("Content"). You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services. You will not copy or transmit any of the Content.

3.2 FinBII neither represents nor warrants that your use of materials displayed at the FinBII Platform will infringe third parties' rights.

3.3 Except as expressly permitted by these Terms, no portion of the information on FinBII Platform may be reproduced in any form, or by any means, without our prior written permission.

3.4 FinBII has not reviewed any sites that may be linked to the FinBII Platform and is not responsible for the content of any off-site pages or any other sites linked to the FINBII Platform. Your linking to any other off-site pages or other websites is at your own risk.

3.5 FinBII 's display on or through the FinBII Platform of various services or product options offered by third parties does not imply, suggest, or constitute any sponsorship, recommendation or approval or advice of FinBII of any such third parties or their products.

3.6 You confirm that FinBII is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties. Your interaction with any third party accessed through the FinBII Platform is at your own risk, and FINBII will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.

3.7 You confirm that you may need to confirm with the terms and conditions of such third parties by accessing their FinBII Platform, and the same will be at your sole risk and responsibility. Further, the obligations that may arise.

3.8 While FinBII uses reasonable efforts to include accurate and up-to-date information at the FINBII Platform, FinBII makes no warranties or representations of the FinBII Platform's accuracy. FinBII disclaims any and all liability for the accuracy, completeness, or correctness of such information.

#### 4. PROHIBITED CONDUCT

4.1 By using our FinBII Platform, you confirm that you shall not:

- (a) Use our Services and FinBII Platform for spamming or any other illegal purposes;
- (b) Infringe FINBII's or any third party's intellectual property rights, rights of publicity or privacy;
- (c) Post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person;
- (d) Post or transmit any message, data, image or program which violates any law;
- (e) Refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to FinBII ;
- (f) Remove, circumvent, disable, damage or otherwise interfere with security-related features of our FinBII Platform or features that enforce limitations on the use of our Services and FinBII Platform;
- (g) Upload any content that constitutes negligent advice or contains any negligent statement, an incitement to commit a crime or contains instructions for the commission of a crime or the promotion of criminal activity; or any content which is in contempt of any court, or in breach of any court order; or discriminates on the basis of age, sex, religion, race, gender; harassing, invasive of another's privacy, blasphemous; in breach of any contractual obligations or depicts violence or is pornographic, pedophilic, obscene, suggestive or sexually explicit; or consists of or contains any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; or constitutes spam; or is grossly harmful, offensive, deceptive, fraudulent, threatening, abusive, hateful, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or causes annoyance, inconvenience or needless anxiety to any person; or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or harm minors in any way or otherwise unlawful in any manner whatever;
- (h) Upload any content that threatens the unity, integrity, defense, security or sovereignty of any country, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any nation;
- (i) Upload any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- (j) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of our Services and FinBII Platform or any part thereof or infringe any patent, trademark, copyright, or other proprietary rights;
- (k) Use our Services and FinBII Platform in any manner that could damage, disable, overburden, or impair, including, without limitation, using our Services and FinBII Platform in an automated manner;
- (l) Modify, adapt, translate or create derivative works based upon our Services and FinBII Platform or any part thereof;
- (m) intentionally interfere with or damage operation of our Services and FinBII Platform or any other User's use of our Services and FINBII Platform, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
- (n) Use any robot, spider, other automatic devices, or manual process to monitor or copy our Services and FinBII Platform without prior written permission of FINBII ;interfere or disrupt our Services and FinBII Platform or networks connected therewith;
- (o) Take any action that imposes an unreasonably or disproportionately large load on our infrastructure/network;
- (p) Use any device, software, or routine to bypass our Services and FinBII Platform robot exclusion headers, or interfere or attempt to interfere, with our Services and FINBII Platform;
- (q) Forge headers or manipulate identifiers or other data to disguise the origin of any content transmitted through our Services and FinBII Platform or to manipulate your presence on our Services and FinBII Platform;
- (r) Use the facilities and capabilities of our Services and FinBII Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;  
breach these Terms or any other policies of FinBII ;
- (s) Provide false, inaccurate, or misleading information to our Services and FinBII Platform; and
- (t) Use our Services and FinBII Platform to collect or obtain personal information, including without limitation, personal information about other Users of our Services and FinBII Platform.

4.2 Although FinBII may from time-to-time monitor or review postings, transmissions, and the like on the FINBII Platform, FinBII is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the FinBII Platform.

4.3 You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

4.4 FinBII retains the right to remove any such posting and fully cooperate with any law enforcement authorities or court order to request or direct FINBII to disclose the identity of anyone posting any such information or materials.

## 5. SECURITY

5.1 While FinBII uses reasonable efforts to safeguard the security of the FINBII Platform, there can be no guarantee that such safeguards will successfully prevent unauthorized alterations in the content or functionality of the FinBII Platform.

5.2 FinBII assumes no liability or responsibility for any unauthorized changes in the content or functionality of the Fin BII Platform.

## 6. DISPUTE RESOLUTION

6.1 The laws of India, without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them.

6.2 If you take any legal action relating to your use of the FinBII Platform or these Terms, the same shall be subject to the exclusive jurisdiction of courts located in Delhi, India.

6.3 In case you have any disputes with FinBII, you may raise your issues to FinBII and request for mediation.

## 7. LIMITATION OF LIABILITY

7.1 You confirm that neither FinBII or any of their affiliates will be liable for any harms, for direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if FINBII has been advised of the possibility of such damages, resulting from:

- (a) The use or the inability to use the service.
- (b) The cost of getting substitute goods and services.
- (c) Any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the service.
- (d) Unauthorized access to or alteration of your transmissions or data.
- (e) Statements or conduct of anyone on the service.
- (f) The use, inability to use, unauthorized use, performance or non-performance of any third-party account provider site, even if the provider has been advised previously of the possibility of such damages.
- (g) Any other matter relating to the service.

## 8. INDEMNIFICATION

You confirm to protect and fully compensate FinBII and its affiliates from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other rights of anyone.

9. **CONTACT US**

9.1 In case you need any details or clarifications or redressal of grievances or have any feedback, you can contact us on 022-49678572

9.2 Also, we believe that your feedback makes use of FinBII Platform and services better; please feel free to share it with us on care@FinBII .com. Unless admitted explicitly by us or as required by law, all feedback shall be non-confidential.

9.3 We will assume no responsibility for reviewing unsolicited ideas and will not incur any liability due to any similarities between those ideas and materials that may appear in future programs of FinBII.

9.4 Please do not reveal trade secrets or other confidential information in your messages to FinBII. Any and all rights to materials submitted to us become the exclusive property of FinBII.

9.5 You understand and confirm that FinBII may record any calls or communication made to it by you or vice versa.

10. **INTIMATIONS & DISCLAIMERS**

10.1 Your use of FinBII platform and/or service and all information, products and other content (including that of third parties) included in or accessible from the FinBII platform and/or service is at your sole discretion.

10.2 The FinBII platform and/or services is provided on an "as is" and "as available" basis FinBII does not represent or warrant that the FinBII platform and its services meet your requirements.

10.3 FinBII platform does not provide any financial services, including loans or any investment products of any nature.

10.4 FinBII platform is only an intermediary technology platform that provides its visitors/users to analyze and consider various products and services listed by financial institutions or various services providers or promoted by FinBII platform for such financial institutions or services providers.

10.5 FinBII platform does not provide any representation or warranties on behalf of such financial institutions or various services providers listing its products or services.

10.6 Visitors or users of the FinBII platform are advised to apply their discretion to analyze each term and condition on the FinBII i platform and or by the financial institutions or various services providers listing their products or services before use of the same.

10.7 Visitors or users of the FinBII platform will have an independent relationship with the FinBII platform, and their relationship with the financial institutions or various services providers listing their products or services will be totally separate. visitors or users of the FinBII platform may be required to pay FinBII platform fee for using the FinBII platform for its needs

- 10.8 Visitors or users of the FinBII platform understand that the objective of the FinBII platform and its services are to facilitate customer-friendly technology intermediation and to add efficiency to deliver services by financial institutions or various services providers listing their products or services on FinBII platform and for bringing in such efficiency or for related services provided by FinBII platform to such financial institutions or various services provider listing their products or services on FinBII platform, FinBII will be entitled to service fee from its counterparties.
- 10.9 Visitors or users of the FinBII platform understand that financial institutions or various services provider listing their products or services on the FinBII platform independently decide at their sole and absolute discretion (without any obligation or on the FinBII platform) whether to grant their services or products to the visitors or users of FinBII platform.
- 10.10 Visitors or users of the FinBII platform agree not to hold the FinBII platform for breach of any obligation by financial institutions or services providers listing their products or services on the FinBII platform. in all instances, recourse visitors or users of the FinBII platform shall be directly on such financial institutions or services providers listing their products or services on the FinBII platform.
- 10.11 Any provisions of services under the FinBII platform or use of the FinBII platform shall be subject these terms.

