



Navadhan Capital Private Limited

## Privacy Policy

V 1.0

| <b>Proposed by</b> | <b>Recommended by</b>  | <b>Approved by</b> |
|--------------------|------------------------|--------------------|
| Sanku Lahiri       | Vijay Haswani          | Nitin Agrawal      |
| Head – IT          | Head – Products & Risk | MD & CEO           |

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**Version History**

| <b>Version</b> | <b>Board Approval Date</b> | <b>Change Details</b> |
|----------------|----------------------------|-----------------------|
| 1.0            |                            | Original Draft        |

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Navadhan and AceN (**'the Brand'**) are brands for financial services business of Navadhan Capital Private Limited. The URL [www.navadhan.com](http://www.navadhan.com) and [www.acen.app](http://www.acen.app) is owned by **Navadhan Capital Private Limited** and the same is used herein under the License by **Navadhan Capital Private Limited** (NCPL) and its subsidiary companies (collectively hereinafter referred to as **"Group Companies"**).

**www.navadhan.com** and [www.acen.app](http://www.acen.app) (**"the Website"**) are maintained and run by Navadhan Capital Private Limited (having its registered office at 803, Ecostar, Off Aarey Road, Goregaon East, Mumbai - 400063). The information available on [www.navadhan.com](http://www.navadhan.com) and [www.acen.app](http://www.acen.app) relates either to NCPL and/ or Group Companies under all associated web pages/ sites which are linked to [www.navadhan.com](http://www.navadhan.com) and [www.acen.app](http://www.acen.app) (**"hereinafter referred as the Website"**).

### **Terms and Conditions and Acceptance**

Please read these Terms and Conditions (**"Terms of Use"**) carefully. Your Acceptance of the Terms of Use contained herein constitutes the Agreement for the **Purpose** as defined hereunder. The Acceptance of Terms of Use will be between You and Navadhan Capital Private Limited (hereinafter referred as **"Facilities Provider"**) which is facilitating provision of the services, other than those which are otherwise specifically provided by each of the Group Companies on their respective web pages / sites to you.

By accessing and using this Website you have confirmed that you have read, understood and bound yourself by these Terms of Use. These Terms of Use shall apply to the access and use of the Website and all associated web pages/ sites which are linked with [www.navadhan.com](http://www.navadhan.com) and [www.acen.app](http://www.acen.app) (**"Website"**). You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any facilities that are provided by this Website and all associated web pages/ sites and they shall be deemed to be incorporated into these Terms of Use and shall be considered as part and parcel of these Terms of Use.

In terms of the information Technology Act, 2000 (as amended from time to time), this document is an electronic record. By accessing the Website and availing for facilities on the Website, the users (hereinafter referred to as **"you"**, or **"your"**) agree to be bound by these Terms of Use, the legal disclaimer (**'Legal Disclaimer'**) and the Privacy Policy (**"Privacy Policy"**), as posted on the Website.

This Agreement describes the terms governing the usage of the facilities provided to you on the Website. Accessing the website or availing the services of the company, shall be considered as your electronic acceptance of this Agreement under Information Technology Act 2000. Your continued usage of the facilities from time to time would also constitute acceptance of the Terms of Use including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein.

Your electronic consent, accepting these Terms of Use, represents that you have the capacity to be bound by it, or if you are acting on behalf of any person, that you have the authority to bind such person.

### **Changes to the Terms of Use**

You agree that these Terms of Use may be subject to change/modification for such reason as it may deem fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the services, company reorganisation, market practice or customer requirements. Upon any change, the updated Terms of Use will be updated on the Website or any other means. Your continued use of the facilities on this Website constitutes

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acceptance of the changes and an Agreement to be bound by Terms of Use, as amended. You can review the most current version of the Terms of Use at any time, by clicking the Terms & Conditions link on the Website.

**No fee of whatsoever nature is to be charged for the use of this Website.**

**If you do not agree with any of these Terms of Use, you may not use this Website.**

### **Authorisation to Facilities Provider**

Whenever consent has been obtained/provided by you in any mode under these Terms and Conditions, for availing information/services related to Group Companies, You agree and authorise the Facilities Provider to share/transfer/transmit your personal information with its Group Companies and other third parties, in so far as required for offering of facilities through this Website and for analytical / marketing purposes /report generations and/or to offer connected facilities on the Website and may also include transfer/sharing/transmitting of sensitive personal data or information only if it is deemed necessary for the performance of facilities and to provide you with various value added and ancillary facilities/services and information, to aid you in managing your money needs in the manner agreed under these Terms and Conditions and the privacy policy. You agree to receive e-mails/sms/phone calls and such other mode as permitted under law from the Facilities Provider or Group Companies or its third party service providers regarding the facilities updates, information/promotional offer and/or new product announcements and such other related information.

You also agree and authorise Group Companies / its third party service providers to contact you at the contact information provided for service related communication relating to your product or facilities offered even if your number is in National Do Not Call Registry.

You have the option to withdraw the said consent in the manner specified under these Terms of Use. Please also read the Privacy Policy for more information and details as provided on the Website. The Privacy Policy may be updated from time to time. Changes will be effective upon posting of the revised Privacy Policy on the Website.

### **Intellectual Property Rights**

This Website contains information, materials, including text, images, graphics, videos and sound (“**Materials**”), which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in these Materials are either owned by NCPL or have been licensed to Facilities Provider, NCPL by the owner(s) of those rights so that it can use these Materials as part of this Website. Other than those Materials which belong to Third Parties, NCPL retains copyright on all Information, including text, graphics and sound and all trademarks displayed on this Website which are either owned by or licensed to by NCPL and/or used under license by Group Companies.

You shall not (a) copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), download, display, perform, reproduce, distribute, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any Materials contained in the Website. These restrictions apply in relation to all or part of the Materials on the Website; (b) copy and distribute this information on any other server, or modify or re-use text or graphics on this system or another system. No reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or web site, whether in hard copy or electronic format, including postings to any other web site; (c) remove any copyright, trade mark or other intellectual

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property notices contained in the original material from any material copied or printed off from the web site; link to this Website; without our express written consent.

**No Warranty**

Although all efforts are made to ensure that information and content provided as part of this Website is correct at the time of inclusion on the Website, however there is no guarantee to the accuracy of the Information. This Website makes no representations or warranties as to the fairness, completeness or accuracy of Information. There is no commitment to update or correct any information that appears on the Internet or on this Website. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. Any use of this Website or the information is at your own risk. Neither NCPL and Group Companies, nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this Website or the information, or any website linked to this Website.

**No Liability**

This Website is provided to you on an "as is" and "where-is" basis, without any warranty. NCPL, for itself and any Group Companies and third party providing information, Materials (defined later), facilities, or content to this Website, makes no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third party rights, with respect to the website, the information or any products or facilities to which the information refers. NCPL will not be liable to you 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, your use of this site or your inability to use the site, even if NCPL has previously been advised of the possibility of such damages. Any access to information hosted on third party websites of billers/banks/merchants/Group Companies etc. is not intended and shall not be treated as an offer to sell or the solicitation of an offer to buy any product/offering of these Group Companies or third parties.

The Facilities Provider or NCPL or Group Companies shall have absolutely no liability in connection with the information and Material posted on this Website including any liability for damage to your computer hardware, data, information, materials, or business resulting from the information and/or Material or the lack of information and/or Material available on the Website. In no event shall NCPL or Group Companies shall be liable for any for any special, incidental, consequential, exemplary or punitive damages for any loss, arising out of or in connection with (a) the use, misuse or the inability to use this Website; (b) unauthorized access to or alteration of your transmissions or data; (c) statements or conduct of any third party on the site; or (d) any other matter whatever nature relating to this Website.

Further, the Facilities Provider cannot always foresee or anticipate technical or other difficulties. The facilities may contain errors, bugs, or other problems. These difficulties may result in loss of data, personalization settings or other facilities interruptions. The Website does not assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

The Facilities Provider, NCPL, Group Companies and the providers of information shall not be liable, at any time, 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 at this Website.

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**Manner of Use of Personal Information**

The personal information collected by the Company shall not be disclosed to any other organization except:

- where the disclosure has been agreed in a written contract or otherwise between the Company and the customer
- where the Company is required to disclose the personal information to an affiliate / third party / service provider on a need-to-know basis, for providing services / related activities, provided that in such case the Company shall inform such affiliate / third party / service provider of the confidential nature of the personal information and shall keep the same standards of information/ data security as that of the Company.
- To statutory and regulatory authorities on their specific request as per rules in force.

**Use of Website in India**

This Website is controlled and operated from India and there is no representation that the Materials/information are appropriate or will be available for use in other locations. If you use this Website from outside the India, you are entirely responsible for compliance with all applicable local laws. There is no warranty or representation that a user in one region may obtain the facilities of this website in another region.

Information published on the Website may contain references or cross references to products, programs and facilities offered by Group Companies/third parties that are not announced or available in your country. Such references do not imply that it is intended to announce such products, programs or facilities in your country. You may consult your local advisors for information regarding the products, programs and services that may be available to you.

In your use of the Website, you may enter into correspondence with, purchase goods and/or facilities from, or participate in promotions of advertisers or members or sponsors of the web site, including those of Group Companies. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including the delivery of and the payment for goods and/or facilities, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable Group Companies and/or third parties.

You agree that Facilities Provider / Group Companies has no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any other Group Companies and/or third parties.

**Third Party Websites**

This Website may be linked to other websites (including those of Group Companies) on the World Wide Web that are not under the control of or maintained by NCPL. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links displayed on it. These links are provided only as a convenience, in order to help you find relevant websites, facilities and/or products that may be of interest to you, quickly and easily. It is your responsibility to decide whether any facilities and/or products available through any of these websites are suitable for your purposes. The Facilities Provider or NCPL is not responsible for the owners or operators of these websites or for any goods or facilities 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 any external web site to which this web site includes a link infringes the intellectual property rights of any third party).

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**Postings and Monitoring**

The Facilities Provider or NCPL or Group Companies does not routinely monitor your postings to the Website but reserves the right to do so if deemed necessary if it is related to the facilities offered on the web site and also to comply with law. However, in our efforts to promote good citizenship within the internet community, if the Facilities Provider or NCPL or Group Companies becomes aware of inappropriate use of the Website or any of its facilities, any information, opinions, advice or offers posted by any person or entity logged in to the Website or any of its associated sites is to be construed as public conversation only, and the Facilities Provider or Group Companies shall not be liable or responsible for such public conversation. You agree that in such cases, we will respond in any way that, in our sole discretion, as deemed appropriate. You acknowledge that Facilities Provider or Group Companies will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, Group Companies/Facilities Provider will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet.

Submissions and unauthorized use of any Materials contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold Facilities Provider, NCPL / Group Companies and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Website or the use of the Website by any person using your user name and/or password (including without limitation your participation in the posting areas or your submissions) violates any applicable law or regulation, or the rights of any third party.

We reserve the right to terminate access to this Website at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded and printed Materials.

If you come across any breaches/violation or offensive material you must report to us at [care@navadhan.com](mailto:care@navadhan.com)

**Use of Cookies**

You agree and understand that the Website will automatically receive and collect certain anonymous information in standard usage logs through the Web server, including computer/computer resource-identification information obtained from "cookies" sent to your browser from a web server or other means as explained in the Privacy Policy.

**Facilities Changes and Discontinuation**

The Website reserves the right to discontinue or suspend, temporarily or permanently, the facilities. You agree that the Facilities Provider/ Group Companies will not be liable to you in any manner whatsoever for any modification or discontinuance of the facilities. The format and content of this Website may change at any time. We may suspend the operation of this Website for support or maintenance work, in order to update the content or for any other reason.

NCPL, Group Companies, and its directors, employees, associates, or other representatives shall not be liable for any damages or injury, arising out of or in connection with the use, or non-use including non availability of the

Website and also for any consequential loss or any damages caused because of non-performance of the system due to a computer virus, system failure, corruption of data, delay in operation or transmission, communication line failure, or any other reason whatsoever. The Website will not be responsible for any liability arising out of delay in providing any information on the Website.

### **Compliance with the Law**

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, programme, algorithm or methodology to access, acquire, copy or monitor the Website, or any portion of the Website.
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website, other than the search engines generally available by third party web browsers
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Website or the facilities.
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software, comprising or in any way making up a part of the Website or the facilities.
- You agree not to use the facilities for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

### **Restrictions on Commercial Use or Resale**

Your right to use the facilities is personal to you; therefore, you agree not to resell or make any commercial use of the facilities. In addition, the Website welcomes your feedback as a user of the facilities. Any feedback you provide will become the confidential and proprietary information of the Website, and you agree that the Website may use in any manner and without limitation, all comments, suggestions, complaints, and other feedback you provide relating to the Website. The Website shall have a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use feedback for any purpose, including but not limited to incorporation of such feedback into the Website or other Website software or facilities.

### **No Endorsement**

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. The Website makes no effort to review the content of these web sites, nor is the Website or its licensors responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that the Website does not pre-screen content, but that the Website will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that is available via the facilities.

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## **Electronic Communications**

These Terms of Use and any notices or other communications regarding the Facilities may be provided to you electronically, and you agree to receive communications from the Website in electronic form. Electronic communications may be posted on the Website and/or delivered to your registered email address, mobile phones etc either by Facilities Provider or Group Companies with whom the services are availed. All communications in electronic format will be considered to be in "writing". Your consent to receive communications electronically is valid until you revoke your consent by notifying of your decision to do so. If you revoke your consent to receive communications electronically, the Facilities Provider shall have the right to terminate the facilities.

## **Assignment**

You shall not assign your rights and obligations under this Agreement to any other party. The Website may assign or delegate its rights and/or obligations under this Agreement to any other party in future, directly or indirectly, or to an affiliated or group company.

## **Legal Disclaimers**

The information provided on or through the Website is for general guidance and information purposes only and they do not in any manner indicate any assurance or opinion of any manner whatsoever. Any information may be prone to shortcomings, defects or inaccuracies due to technical reasons. Certain information on Website may be on the basis of our own appraisal of the applicable facts, law and regulations in force at the date hereof.

The information (and opinions, if any) contained on the Website may have been obtained from public sources believed to be reliable and numerous factors may affect the information provided, which may or may not have been taken into account. The information provided may therefore vary (significantly) from information obtained from other sources or other market participants. Any reference to past performance in the information should not be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable for all categories of users. Hence, they should not be solely relied on when making investment decisions. Your investment or financial decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe NCPL/Group Companies or any of its employees/authorized representative as having been in any way involved in your decision making process. Any information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock or investment advice.

Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and Facilities Provider / NCPL/Group Companies makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise. Information on this Website sourced from experts or third party service providers, which may also include reference to any NCPL Affiliate. However, any such information shall not be construed to represent that they belong or represent or are endorsed by the views of the Facilities Provider or Group Companies. Any information provided or sourced from NCPL Affiliate belongs to them. NCPL is an independent entity and such information from any NCPL Affiliate are not in any manner intended or to be construed as being endorsed by NCPL or Facilities Provider. The information does not constitute investment or financial advice or advice to buy or sell, or to endorse or solicitation to buy or sell any securities or other financial instrument for any reason whatsoever. Nothing on the Website or information is intended to constitute legal, tax or investment advice, or an opinion regarding the appropriateness of any investment or a solicitation of any type. Investment in the securities market

and any financial instruments are inherently risky and you shall always assume complete and full responsibility for the outcomes of all the financial or investment decisions that you make, including but not limited to loss of capital. You are therefore advised to obtain your own applicable legal, accounting, tax or other professional advice or facilities before taking or considering an investment or financial decision.

### **No Solicitation**

No Information at this Website shall constitute an invitation to invest in NCPL or any Group Companies. These are meant for general information only or to meet statutory requirements or disclosures. NCPL or any of its employees are in no way liable for the use of the information by you, when making any decision or investing or trading through any investment vehicles or Group Companies, or any other third party which may be engaged in offering of these services.

The information contained on this Website does not represent and should not be used to construe (i) the terms on which a new transaction would be entered into by NCPL or Group Companies, (ii) the terms on which any existing transactions could be unwound by NCPL or Group Companies, (iii) the calculation or estimate of an amount that would be payable following an early termination of any past/existing transactions or (iv) the valuations given to any transactions by NCPL or Group Companies in their books of account for financial reporting, credit or risk management purposes.

### **Force Majeure**

The Facilities Provider, Group Companies and any of its Third Party Service Providers shall not be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, virus, other malicious computer code, hacking, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, acts of God, war, earthquake, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### **Indemnification**

You agree to protect and fully compensate Facilities Provider, NCPL, Group Companies, subsidiaries, licensors, suppliers and facilities providers, employees, officers and directors, from any and all third party claims, liability, damages, expenses and costs (including but not limited to reasonable attorneys fees) caused by or arising from your use of the facilities, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **No Waiver**

The Facilities Provider, Group Companies or any of its third party service providers and processor bank/merchants etc. shall not be deemed to have waived any of its/their rights or remedies hereunder, unless such waiver is in writing. No delay or omission on the part of Facilities Providers and Group Companies, in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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### **Exclusive Agreement**

You agree that these Terms of Use are the complete and exclusive statement of agreement supersede any proposal or prior agreement, oral or written, and any other communications between you and the Facilities Provider and its Third Party Service Providers or processor bank/merchants relating to the subject matter of these Terms of Use. These Terms of Use, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and the Website and/or the processor bank.

### **Termination**

Either party can terminate this Agreement by notifying the other party in writing. Upon such termination You will not be able to use the facilities of this Website.

### **Governing Law and Jurisdiction**

The Website specifically prohibits you from usage of any of its facilities in any countries or jurisdictions that do not corroborate to all stipulations of these Terms of Use. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Mumbai having exclusive jurisdiction.

These Terms and Conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Mumbai, India for the resolution of all such disputes.

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