

The user can access <https://wai.in/> (herein after referred to as "this Website") or any of the IIFL Wealth Advisors (India) Private Limited (IIFL WAI) computer resource, subject to the terms and conditions of use, as changed / updated from time to time entirely at the discretion of IIFL WAI as set out below ("**Terms of Use**"). This Agreement is for an indefinite term and the user understands and agrees that the user is bound by such terms.

### **General**

1. The user understands that IIFL WAI may at any time, at its sole discretion and without prior notice, prohibit or restrict access to this Website or related services or may discontinue or change, at any time, any of the services available through this Website.
2. Pages within this Website may contain supplemental Terms and Conditions and additional disclosures and disclaimers, which are in addition to these Terms and Conditions, disclosures and disclaimers.

### **Capacity to contract**

3. The user must be 18 years of age or older to visit or use this Website in any manner. In the event that the user is below 18 years of age, the user visiting this Website at their own risk and shall be liable for the actions. By visiting this site or accepting these Terms of Use, the user represents and warrants to IIFL WAI that the user is 18 years of age or older, and that has the right, authority and capacity to use this Website and agree to and abide by these Terms of Use. By using this Website, the user agrees to follow and be bound by all terms and conditions concerning the use of this Website.

### **Compliance with Applicable Laws**

4. This website is intended for use by such clients, prospective clients authorized by law and regulations to invest in securities. This Website is not intended for distribution, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. It is the responsibility of the respective person who accesses the information contained herein to observe all applicable laws and regulations of the relevant jurisdictions.
5. The Use of this Website may be monitored, tracked and recorded. Any unauthorized, unlawful access may be subject to a legal recourse by IIFL WAI.

### **User representations and warranties**

6. The user represents and warrants to IIFL WAI that the user will use this Website in a manner consistent with any and all applicable laws and regulations.
7. The user represents and warrants that the user will not make any unauthorized usage of this Website including but not limited to the following:
  - a) transmitting or sending unsolicited commercial or marketing communications;
  - b) deleting or revising any content;

- c) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site; and
  - d) aggregating, copying or duplicating in any manner any of the content or information available from this Website.
8. The user represents and warrants that the user shall not host, display, upload, modify, publish, transmit, update or share any information that —
- a) belongs to another person and to which the user does not have any right to;
  - b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - c) harms minors in any way;
  - d) infringes any patent, trademark, copyright or other proprietary rights;
  - e) violates any law for the time being in force;
  - f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - g) impersonates another person;
  - h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - i) 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 is insulting any other nation

### **Contents on this Website**

9. While due care has been taken to ensure the accuracy of information on this Website, the IIFLWAI, shall not in any way be responsible for any loss or damage arising in contract, tort or otherwise from:
- a) any inaccuracy or error or omission of any data.
  - b) interruption or delay in the provision of this service
10. In addition to and without limiting the foregoing, IIFL WAI shall not be liable for any harm caused by the transmission, through the services or information, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the services or any of the user's software, hardware, data or property.
11. The user specifically agrees that IIFL WAI shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received through the Website.

12. By agreeing the Terms & Conditions, the user authorizes IIFL WAI & its representatives & agents to provide information about various products, offers and services provided by IIFL WAI through any mode including telephone calls, SMS, letters etc., you confirm that laws in relation to unsolicited communication referred in “National Do Not Call Registry” as laid down by “Telecom Regulatory Authority of India” will not be applicable for such information/ communication.

The information contained in these pages is not intended to provide professional advice. Persons accessing these pages should obtain appropriate professional advice when necessary.

### **Property rights in information and services**

13. All trademarks, logos and service marks, information and content provided on this Website, including its design structure and compilation, are privately owned Intellectual Property Rights of IIFL WAI and/or its affiliates or group companies and/or otherwise permitted for the use of IIFL WAI. The user may not copy, transmit, distribute, modify, reuse, sell or display any of the proprietary content for any purpose except with the prior written consent of IIFL WAI, which it may issue in its sole discretion. Unauthorised use of the materials appearing on the Website may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. The user is granted a non-exclusive, non-transferable and limited right to access this Website.

### **Linked sites**

14. IIFL WAI provides links to other sites for the convenience of users in locating related information and services. The content to which links may be made available on this Website have not been developed, checked for accuracy, or otherwise reviewed by IIFL WAI. It makes no representations whatsoever about any such website which the user may access through this Website and is not liable to users for any content viewed by them through a link which may be provided from this Site. A link to a website does not mean that IIFL WAI endorses or accepts any responsibility for the context or the use of such website.
15. IIFL WAI is not liable for any loss or damage caused by any delays, inaccuracy, errors or omissions in the content of any link, whether actual, alleged or consequential. IIFL WAI is not liable for any content displayed on the linked website, not furnished or provided to it by any third party including, without limitation, the accuracy, subject matter, quality or timeliness of such content. It is the responsibility of the user to take necessary precautions to ensure that whatever is selected for use is free of such items as viruses and other items of a destructive nature.

### **Indemnity**

16. The user agrees to indemnify and hold IIFL WAI, its holding, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand or damage, including

reasonable attorney's fees, asserted by any third party due to or arising out of the use of or conduct on the Site.

### **Amendments**

17. IIFL WAI reserves the right to add, amend or revise, in whole or in part, any of the services or contents on this website or these Terms and Conditions at any time without prior notice. Any addition, suspension, revision, amendment, cancellation or suspension shall be effective and binding on users. The users are requested to keep themselves updated for the changes by reading the same from time to time.

### **Governing law**

18. The Usage of this Website and these Terms and Conditions shall be governed by /construed in accordance with, the laws of India.

### **Jurisdiction**

19. Any dispute arising out of the Scheme(s) and the usage of this Website shall be subject to the exclusive jurisdiction of the Courts in India.

**IIFL WAI reserves the right in its sole discretion to investigate and take legal action against anyone who engages in any illegal or prohibited conduct or otherwise violates these Terms and conditions.**

**The user continued use of this Website will be deemed acceptance of these terms and you will be unequivocally bound by all these terms and conditions, including amendments, if any.**