

# **Terms & Conditions**

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# 1. Onboarding

- 1.1. Users agree that, in order to use the Services, users will need to successfully complete the onboarding process on the BondVue and to provide any information requested of the user in the completion of such onboarding truthfully and with accuracy.
- 1.2. User agrees that some or all of the Services shall not be made available to the user until they are logged in to the BondVue.
- 1.3. Users agree that if, upon completion of onboarding or at any time subsequently, Users are prompted to change any of your identification details, User shall do so immediately and without delay and that Fingeek Digital Pvt. Ltd. i.e. FDPL shall not be held liable for any loss caused due to a failure on your part to modify login details as and when prompted to do so.
- 1.4. In the reason that a user needs to open a demat account, the Electronic Know Your Customer (EKYC) procedure on BondVue will facilitate the initiation of a demat account opening process with AUM Capital Market Pvt. Ltd., the majority shareholder of FDPL.

#### 2. Confidentiality of login credentials and User information

2.1. User are solely responsible to maintain the confidentiality of all the details provided by User to complete the onboarding and login process, including the login credentials that user will need to access their account on the BondVue and any information that user may provide that FDPL may use to corroborate or retrieve your login credentials ("Login Credentials"). Users are also solely responsible for maintaining the confidentiality of all information that may be required by the user to access any of the Services on the BondVue without the requirement of logging into the BondVue including folio numbers, personal details and other scheme-related authentication information. Users will inform FDPL through the contact details provided below or in the Contact Us link of the BondVue immediately in the event your login credentials are compromised in any manner whatsoever. FDPL is not liable in any manner for any losses caused to the user due to any action undertaken by the user which compromises your Login Credentials.



2.2. By providing us with your email address and mobile number, Users agree to receive all required notices and information electronically, to that email address or mobile number. It is your responsibility to update any changes to your email address and mobile number. FDPL shall not be liable for any unauthorized use or access, unless it is proved that the unauthorized use or access occurred solely due to reasons directly attributable to FDPL.

#### 3. Representations and Warranties of the User

- 3.1. The User affirms to FDPL that the information provided during the onboarding process, including Login Credentials, is accurate. The User commits to maintaining the accuracy of this information and has taken measures to secure it from unauthorized third-party access.
- 3.2. The User assures FDPL of compliance with SEBI/Regulators' specified provisions and clauses related to Bonds. This commitment extends to adhering to any amendments or re-enactments of these regulations, as well as other applicable guidelines, directives, or statutes.
- 3.3. The User commits to abiding by the relevant Know Your Client (KYC) norms and other information disclosure requirements outlined by SEBI or other governmental bodies. FDPL retains the right to reject a transaction if KYC norms are not met. The User bears the responsibility of conducting and adhering to KYC norms and pledges cooperation in providing accurate details during any verification processes that may be necessary.

# 4. Additional Representations and Warranties

In addition to the representations and warranties mentioned in Clause 5 above, by using the BondVue User further represent and warrant that:

4.1. Users must be at least 18 years old, and your utilization of the BondVue should adhere to all relevant laws and regulations.



- 4.2. Your engagement with the BondVue is exclusively for personal and non-commercial purposes. Any use beyond personal needs is strictly prohibited. It is your responsibility to access the most recent version of the BondVue to avail yourself of all the features provided.
- 4.3. Your interaction with the BondVue is governed by the following restrictions:
  - All usage should be strictly personal, with no modification of BondVue content.
  - Users are prohibited from decompiling, reverse engineering, or disassembling any part of the content or the BondVue.
  - Removal of copyright, trademark onboarding, or other proprietary notices from the BondVue is not allowed.
  - The BondVue should not be used in a manner that could be harmful to its operation or content.
  - Any use of the BondVue that is unlawful or harms FDPL or any other entity, as determined by FDPL's sole discretion, is prohibited.
- 4.4. User shall refrain from posting, submitting, uploading, distributing, or otherwise transmitting any software or computer files that may contain viruses or other harmful components. Any action that impairs or damages the BondVue, its connected network, or interferes with others' use or enjoyment of the BondVue is strictly prohibited.
- 4.5. Engaging in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "Web-Scraping," "flooding," "trolling," and "phishing," as commonly understood on the Internet, is not allowed.
- 4.6. Modification or deletion of BondVue content, including legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, logos, without ownership or express permission, is prohibited.



- 4.7. FDPL cannot guarantee that other users will comply with these rules or any other provisions of the Terms & Conditions. Users assume all risks of harm or injury resulting from non-compliance.
- 4.8. All information, content, features, functionalities, and materials on the BondVue, including software, text, displays, images, video, audio, and their arrangement, are the intellectual property of FDPL, its licensors, or other providers. Copying, reproducing, or distributing any information, content, or material from the BondVue is not allowed without the express written permission of FDPL.
- 4.9. When accessing links that lead outside the BondVue, users acknowledge that FDPL does not control those websites, and different terms of use and privacy policies may apply. FDPL reserves the right to disable such links, although it is not obligated to do so.
- 4.10. Users explicitly understand and agree that:
  - Information, content, and materials on the BondVue are provided on an "as is" and "as available" basis.
  - FDPL disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
  - FDPL does not warrant the accuracy, completeness, or error-free nature of content and information on the BondVue.
  - FDPL does not guarantee uninterrupted, timely, or error-free functions on the BondVue.
  - Users are solely responsible for any damage or loss of data resulting from downloading or accessing materials through the BondVue.
  - Transactions in financial securities are subject to market risks, and FDPL is not responsible for losses incurred due to market risks.
  - FDPL does not guarantee any return on Transaction, and past performance of financial instruments does not guarantee future results or returns.



- 4.11. Users agree that if they invest in financial instruments offered by third-party service providers, FDPL acts as a connector, and users are responsible for their assessments. If users choose to invest directly with FDPL, they agree to do so after assessing the financial instruments, and FDPL is not liable for any resulting losses.
- 4.12. Users understand and agree that FDPL reserves the right, in the event of a breach of these Terms & Conditions, to suspend or terminate access to the BondVue, with or without notice. Any suspected illegal, fraudulent, or abusive activity may be grounds for termination. Upon suspension or termination, access to the BondVue will cease, and FDPL reserves the right to remove or delete user information.
- 4.13. FDPL does not guarantee the terms, rates, or rewards offered by advertisers on the BondVue.

  Users acknowledge that data feeds may be based on delayed information and may not reflect real-time values.

#### 5. OWNERSHIP OF MATERIALS ON WEBSITE:

- 5.1. Users may download or copy Content only to the extent such download is expressly permitted in writing on the Website. No right, title or interest in any downloaded materials or software is transferred to User as a result of any such downloading or copying. Users may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Website or any related software.
- 5.2. Nothing on the Website will be interpreted as granting any license or right to use any image, trademark, trade dress, logo or service mark on the Website. Anything transmitted to the Website by the User becomes FDPL's property and may be used by us for any lawful purpose. FDPL reserves all rights with respect to copyright and trademark ownership of all material on the Website, and will enforce such rights to the full extent of the law.



- 5.3. Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by FDPL or by third parties who have licensed their materials to FDPL and are protected by Indian and international copyright laws. The compilation of all Contents on the Website is the exclusive property of FDPL and is also protected by Indian and international copyright laws.
- 5.4. The Website, including all Information, is owned by or licensed to FDPL and is subject to and protected by various intellectual property rights, including but not limited to copyright, trade secrets, trademarks, service marks, brand names and other proprietary rights whether under contract, statute or any similar provisions ("IP Rights"). All IP Rights are and will remain the exclusive property of FDPL, its respective third-party licensors or third parties to whom it is attributed and in using the Website individual users will not obtain any rights, title or other interest in or to any information on the Website or related IP Rights. Subject to the above, individual users are entitled to view the Information on the Website and to copy and print such information for personal use. Individual users are not permitted to sell or distribute or otherwise deal with the Information on the Website or any deviations of such information without the prior written consent of FDPL.

#### 6. Third Party Data/ Services/ Advertisements:

- 6.1. Users may note that certain data/documents and information as published/ made available on the BondVue are sourced from various third parties, viz. Vendor(s) / service providers/ facilitating agent(s) etc ("Information Provider").
- 6.2. Information Provider disclaims any and all liability that may arise on account of use of the information/documents so contributed/ shared by them on this BondVue, directly and/or indirectly.
- 6.3. Although due care has been exercised to verify the accuracy of the information available on this Portal, FDPL assumes no responsibility for accuracy, completeness or correctness of the data
- 6.4. The BondVue does not influence or solicit in any manner either the buyers for specific sellers or any security, financial instrument or bonds or vice versa.
- 6.5. FDPL does not represent or endorse the accuracy or reliability of any of the advertisements (collectively), i.e., links, downloads, distributions or other information accessed directly or indirectly from host advertisements contained on this BondVue nor the quality of any products, information or other materials displayed, purchased or obtained by any person, as a result of an advertisement or any other information or



offer in connection with the service or products. FDPL shall not be responsible for any errors or omissions contained in any advertisement published on this BondVue.

- 6.6. Your Transaction may be subject to the terms and conditions of such Transaction and applicable laws including SEBI regulations.
- 6.7. Any Third-Party Products made available on the Website does not constitute Transaction advice, recommendation, or tip by FDPL to anyone. FDPL does not advise, encourage, or discourage anyone from transacting or not transacting in such Third-Party Products.
- 6.8. When User chooses to Transact in any Third-Party Product, FDPL will collect a brokerage from User as part of such Transaction, and FDPL does not clear or settle any funds or securities pursuant thereto.
- 6.9. User acknowledge that all financial transactions conducted by User using the Website are conducted through a third party payment gateway ("Payment Gateway") and your bank or financial service provider ("Bank"), and User acknowledges that FDPL shall not be held responsible for any irregularity or failure in the completion of the such transactions which are attributable to the Payment Gateway or the Bank.
- 6.10. In addition to asset co-ownership opportunities directly offered by FDPL on its Website, FDPL may also list opportunities which are originally provided by other third-party asset ownership portals. In such cases, FDPL only acts as a channel partner facilitating Your access to such additional asset ownership opportunities originally made available on third party platforms.
- 6.11. FDPL is an alternative asset ownership and transaction awareness platform and as such refunds and cancellations are not applicable. Transacting in Third Party Products listed on BondVue is Your independent decision and as such User can choose to withdraw from transacting: (a) any-time before making payment; or (b) where Transaction has already been made, post completion of any lock-in period as per the terms of the relevant Transaction and applicable laws. Your mere browsing of our Website, perusal of Third Party



Products listed or showing interest to invest in Third Party Products listed on Website does not create any contractual right/obligation whatsoever. Further, any Transaction by User in any Third Party Products is directly received by the relevant investee entity and / or the third party, and accordingly such investee entity and or the third party, as the case may be, is solely responsible for any refund, return of Transaction, or any other payment of a similar nature to be received by you. Just like FDPL does not collect payment from User for any Third-Party Products, FDPL has no role to play in any subsequent refund or cancellation.

#### 7. Transaction Services:

FDPL retains exclusive discretion to decide User(s) who would be entitled to use its Transaction Services. FDPL also reserves the right to decide criteria(s) based on which Users would be chosen to participate in these services.

# 7.1 Use of Knowledge Section:

Users acknowledge that the information provided through the BondVue in the form of knowledge materials, viz videos, educative literatures etc. are solely for the purpose of knowledge creation of the User(s) and any such information may not be considered as advice. The User may seek independent professional advice regarding the suitability of any Transaction decisions.

#### 7.2 User's Declaration:

User hereby understands, declares and confirms that:

- FDPL and/ or vendor (counterparty) are not responsible for doing any due diligence of the Issuer/ Security.
   FDPL and the vendor are under no obligation to verify the accuracy, correctness or completeness of any data provided /mentioned by the Issuer of the Securities in any of the transaction related documents/communications.
- He/she is competent and eligible to invest in the securities/ financial product(s) as displayed/ available on this BondVue.
- Before taking Transaction decision, he/ she shall read and understand all the transaction document(s)
   including but not limited to offer documents (by whatsoever terminology known), instrument description,



term sheet, security features, risk factors, statutory filings, issuer information, rating letter(s), etc. and all other documents, as required for his/her informed & independent decision making. Users shall independently evaluate the past and current financial & business performance of the Issuer.

- Users have the option to request additional information on bonds associated with specific securities from their assigned Relationship Manager.\*\*
- He/ She solely assumes and undertakes all the risks and/or liabilities that may arise out of
   Transaction/subscription to the securities/ financial products without any recourse or claims of
   whatsoever nature, with any third party including but not limited to the intermediary/ counterparty to the
   transaction etc.
- To abide by the directions/orders/circulars/notices issued by SEBI, RBI, any other Regulatory/ Statutory/
   Governmental Authority(ies) and Clearing Corporations, from time to time.

# 7.3 Terms of Use for placing order

- The User understands and acknowledges that orders placed for dealing in corporate bonds using this BondVue shall be forwarded by the system to the Clearing Corporation(s) (extended arm of the stock exchanges) for reporting and settlement purposes.
- Though orders/ transactions are usually routed through the automated systems, within seconds, certain orders/ transactions, may be subject to manual review and entry, which may cause delays in the processing of their placement/ execution.
- FDPL hereby informs its users that order executions on our BondVue will occur within the time frame of TT 1 (Tick-to-Trade 1). This means that once an order is placed, it will be processed and executed promptly within the specified TT 0 and TT 1 time parameters.
- FDPL wishes to inform its users about the option to generate Requests for Quotations
   (RFQs) specifically tailored for bonds within BondVue. Users are hereby notified that they
   have the capability to create RFQs, allowing them to seek and obtain quotations for bond
   transactions.
- To execute a sell RFQ transaction, users must possess an operational and active Demat account with ACMPL. This is essential for BondVue to authenticate the user's bond



holdings prior to processing a sell RFQ transaction. Alternatively, users have the option to transfer bonds from another Demat account to ACMPL's Demat account to fulfill the transaction requirements.

- FDPL reserves the right, at its sole discretion to reject/ to put on hold the order/interest/ inclination shown
  by the User using this BondVue due to technical glitches, incomplete/inchoate onboarding documents,
  suspicious activities from the account, or any other reason as deem fit without prior notice or giving any
  reasons for the same.
- The Vendor (i.e. CounterParty) / Exchanges/ Clearing Corporations may cancel the trade/ order /
  transaction/ deal suo moto without giving any reason thereof. FDPL / vendor (counterparty) / shall not be
  liable for any losses, damage or claims on account of such rejection or cancellation of any order for any
  reason whatsoever.
- Users will not be compensated by FDPL for any "lost opportunity' viz. notional profits on any order(s) which could not be executed or settled due to any reason whatsoever.

# 7.4 Signing and Acceptance of Deal Sheet

- On placement of order, an online deal sheet will be generated confirming the terms of transaction/
  deal. It shall be the responsibility of the User to review the transaction details, terms and conditions
  as incorporated in the deal sheet before online acceptance of the Deal Sheet. Once User confirms
  the terms of the deal sheet, he/ she shall be under strict obligation to initiate and fulfil his / her /
  their Pay-in Obligations (Funds / Securities as the case may be) for settlement of the trade/deal.
- In case User finds any discrepancy/ inaccuracies of the deal sheet, he/she shall not accept the deal sheet and shall immediately notify the same to FDPL by connecting with their assigned Relationship Managers.
- The User agrees that, if the deal sheet is not accepted within the reasonable time, FDPL shall have the right to presume that order is cancelled by the User.
- User understands that transacting in any securities made available on BondVue is his/her
   independent call and he/she can choose to withdraw from transacting any-time before signifying



assent on the terms of the deal sheet. We do not warrant subsequent availability of said security/Transaction opportunity for which deal sheet is not accepted.

- Users shall not be permitted to cancel the order/ trade/ deal post accepting deal sheet.
- Users shall be allowed to accept the deal sheet only on Trading Days during Market Hours as Governed by the exchange.

# 7.5 Role of FDPL and Vendor/ Counter Party:

- Unless otherwise explicitly stated, FDPL/ this BondVue acts as a referral party only. The financial transaction will be initiated and consummated between the User (you) with the Vendor(s).
- All financial transactions initiated on this BondVue shall be concluded/ settled as per the applicable regulatory framework. The BondVue shall not be liable/ responsible in any manner whatsoever for the non-settlement of transactions and its related services.
- Notwithstanding anything stated herein, if FDPL or any of its employee(s) gives any advice or representation to the User(s), FDPL shall have no liability for any such advice or representation made, as it will be your responsibility to make an independent assessment.
- Records of the transactions maintained by FDPL shall be accepted as conclusive and binding for all purposes.

#### 7.6 Reporting and Settlement of Transactions in Corporate Bonds:

- Generally, the transaction in the Corporate Bonds shall be reported and settled through Clearing Corporations.
- User agrees to transfer the funds only to the designated Bank account of the Clearing Corporation
  from his/her Bank Account registered with FDPL within the stipulated time frame. The funds may be
  transferred in the designated account of the clearing corporation using payment gateway services.
- In the event of User receives an incorrect credit of funds and/or securities (funds/ securities are
  credited in advertently), FDPL / vendors / Issuer/ Clearing Corporation reserves the right for
  remedial measures for recovery of the erroneous credit of funds/ securities as it may deem fit.



# 7.7 Use of Payment Gateway for Transactions:

- FDPL may tie-up with RBI Registered payment gateway(s) vendors (Merchant Services- Payment
  Facilitation) to allow users to make online payments/for transaction related services. FDPL is only
  acting as a facilitator to provide online seamless transaction service to the User. However, FDPL /
  vendor (i.e. Counter Party) and its representatives shall not be held responsible in any manner
  whatsoever for use of such facility by User.
- FDPL/ vendor shall not be held responsible for any irregularity or failure or delay or misappropriation
  of funds due to acts of commissions/ omissions of Payment Gateway vendor or the Bank and/or
  third party(ies) involved in settlement of funds.
- FDPL excludes all the liabilities, losses, damages including liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of: Services Offered by Payment Gateway/vendor the payment mechanism

7.8 Direct Payment to Clearing Corporation towards settlement obligations in Corporate Bonds: In case where User is unable to transfer the funds towards the settlement obligation using payment gateway services as available on BondVue for any reason whatsoever, the User shall have option to transfer the funds directly from his/her registered bank account to the Clearing Corporation's designated Bank account through RTGS mode on or before 4.30 PM (IST) on the settlement date failing which the vendor at its sole discretion may initiate the deal cancellation. User shall be solely responsible in case of cancellation of deal due to non fulfilment of settlement (pay-in) obligations of the User.

7.9. Deal slip generation after transaction completion- After the successful completion of the transaction on the RFQ a deal slip will be generated by the clearing corporation to validate the transaction that has taken place.



User should receive refund of settlement amounts in case of cancellation of deal, for any reason whatsoever, in the manner provided hereinbelow:

- User remits the funds to Clearing Corporation Using payment gateway.
- Funds are received by Clearing Corporation from the User's registered bank account (Directly through RTGS).
- Payment Gateway Vendor shall refund the settlement amount within 8-10 trading days.
- Clearing Corporation will initiate the refund on settlement date or next trading day.

#### 7.11 Conflict of Interest and Risk Disclosure

- FDPL discloses herewith that it undertakes Proprietary trading in addition to acting as a facilitator/ referrer for transactions executed by the User.
- Please note, understand and acknowledge that transmission of data using electronic systems is vulnerable
  to temporary disruptions, breakdowns or failures. The BondVue does not accept responsibility for any
  losses incurred / that may be incurred due to such eventualities.
- FDPL makes no representation or warranty of any kind, express or implied regarding the accuracy, adequacy, validity, reliability, availability or completeness of the information (viz. price, yield, coupon rate, rating, offer document(s) etc.) provided with respect to particular security/ financial product/ instruments/ Issuer(s) etc. and reserves the right to modify the same at any point of time without prior notice to the User.
- The User acknowledges that he/she is fully aware of the risks involved in online Transaction activities,
   including the risk involved due to unauthorized access or any technical difficulties.
- Transaction in the securities market and any financial instruments are inherently risky and the user shall
  always assume complete and full responsibility for the outcome(s) of all the financial or Transaction
  decisions that User make, including but not limited to loss of capital. User are therefore advised to obtain
  independent applicable legal, accounting, tax or other professional advice or facilities before taking or
  considering an Transaction or financial decision.
  - 7.12 Operating Guidelines & terms and conditions for governing of RFQ Click wrap undertaking.



#### 8. Usage of Communication Channels on BondVue:

- 8.1. If this BondVue contains message/bulletin boards, chat rooms, or other message or communication facilities (collectively, "Forums"), Users agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, User agree that when using a Forum, User shall not do any of the following:
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless User owns or controls the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Download any file posted by another user of a Forum that User knows, or reasonably should know, cannot be legally distributed in such manner.
- 8.2. FDPL may provide services allowing User to communicate with FDPL or the third parties ("Communication Services"). User agree that neither FDPL nor the third parties are obligated to respond to your communications and that FDPL is not liable for any loss or deficiency of service resulting from the lack of response from the third parties or FDPL to your communications.
- 8.3. **Electronic Communication** The Users agree and understand that by accepting terms and conditions, it is authorising BondVue, FDPL and its authorized entities to send him/her communications through the Digital Channels or voice calls and other permitted ways including by use of Internet, telecommunication etc and this will override your application for Do Not Disturb (DND) Services, if any, obtained by User as the communication User will receive from the FDPL, FDPL and its authorised representative by way of solicitation



only. Please also do note that all communications with FDPL and its authorised representatives may be recorded for internal quality and training purposes. It is your responsibility to update any changes to your email address and mobile number from time to time. FDPL or its authorised representatives shall not be liable for any unauthorized use or access.

# 9. Explicit Prohibition and Restrictions

User are prohibited from posting or transmitting to or from this BondVue:

- 9.1. Any unlawful, threatening, libellous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate Applicable Law;
- 9.2. Use of 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 BondVue, or any portion of the BondVue.
- 9.3. Any material or content that infringes, misappropriates, or violates any copyright, trademark, patent right or other proprietary right of any third party. Users shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this BondVue.

# 10. Indemnity and Limitation of Liability

# 10.1. Indemnification by the User:

The User undertakes to defend, indemnify, and hold harmless FDPL, its affiliates, promoters, successors in interest, and permitted assigns from any and all claims, damages, or losses, including legal fees, arising from:

- Breach of any term, covenants, conditions, or provisions within these Terms & Conditions,
   offer documents, or any actions or omissions thereunder.
- Failure to comply with applicable legislation, statutes, ordinances, or regulations.



- Fraudulent, improper, incorrect, wrongful, or negligent acts or omissions by the User.
- Use and misuse of the BondVue.
- Willful misconduct by the User.

# Limitation of Liability:

Under no circumstances, including negligence, shall FDPL be liable to the User or any other person or entity for direct, indirect, incidental, special, or consequential damages. These include, but are not limited to, lost profits, revenue, deletion or corruption of electronically or digitally stored information, loss of goodwill or reputation, Transaction, production, interruption of business, or any other loss of any character or nature whatsoever. This limitation extends to circumstances such as the use or inability to use the BondVue, unauthorized access or alteration of transmissions or data, statements or conduct of third parties on the BondVue, or any other matter related to the BondVue. This limitation clause remains in effect even after the termination of these Terms & Conditions.

# 10.2. Disclaimer of Warranties:

FDPL and third-party service providers expressly disclaim all warranties, whether express or implied, as to the services and all information, products, services, and other content, including that of third parties, included in or accessible from the services. This includes but is not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

#### 10.3. Data Accuracy and Service Interruptions:

Without limiting the generality of the foregoing, FDPL and its third-party service providers are not responsible for the accuracy or reliability of any data from third parties or for any interruptions in the availability of any services, whether the result of actions by FDPL or any third party.

# 10.4. Security and Virus Disclaimer:



FDPL makes no representation, warranty, or guarantee that the content available through the services is free of infection from any viruses or other code or computer programming routines with contaminating or destructive properties.

# 10.5. Service Quality and Technology:

FDPL and its service providers make no warranty that:

- The services will meet your requirements.
- The services will be uninterrupted, timely, secure, or error-free.
- Results obtained from the use of the services will be accurate or reliable.
- Any errors in the technology will be corrected.

Any material obtained through the services is at your own discretion and risk, and User are solely responsible for any damage to your computer system or loss of data resulting from the download of such material.

#### 10.6. Financial Advice Disclaimer:

Neither FDPL nor the services are intended to provide legal, tax, financial, or securities-related advice. FDPL is not a financial planner, financial intermediary, Transaction advisor, or tax advisor. The services are intended solely to assist in financial organization and decision-making and are broad and general in scope. Users are encouraged to seek advice from qualified financial advisors tailored to their individual circumstances. FDPL shall not be liable for any transaction outcomes, non-completions, or failures to perform obligations due to Force Majeure events. Force Majeure events include, but are not limited to, acts of God, war, equipment and technical failures, strikes, labor disputes, natural disasters, and events beyond FDPL's reasonable control. In such cases, FDPL's obligations are suspended for the duration of the Force Majeure event.



# 11. Governing Law and Dispute Resolution

These Terms & Conditions are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to these Terms & Conditions, shall be subject to the jurisdiction of the courts at Kolkata.

#### 12. **Termination**

- 12.1.1. These Terms & Conditions shall continue to subsist as long as the User is validly registered with FDPL and is accessing the BondVue via any medium.
- 12.1.2. On the termination of the User's onboarding for use of the BondVue, the User shall no longer have access to the BondVue. FDPL shall have the right to disable all the login credentials associated with the User on the BondVue.

# 12.2. Severability

Should any clause within these User Terms be deemed invalid, void, or unenforceable for any reason by a competent legal authority, such clause shall be considered severable. The invalidity or unenforceability of any particular clause shall not affect the validity or enforceability of the remaining clauses within these User Terms.

#### 13. Additional Terms and Conditions

We reserve the right to make change(s) to the BondVue, related policies, terms of use, disclaimer, and Privacy Policy at any point in time as we may deem fit and proper, without prior notice/ intimation to the User.

Your continued use of the Services constitutes acceptance of the changes and an agreement to be bound by Terms, as amended. If User does not agree to the changes, User may please discontinue your use of the services and ancillary Services. We reserve the right to discontinue or suspend, temporarily or permanently the access of this BondVue, at any point of time without giving notice or reasons for the same.

We are under no obligation to monitor the communication transmitted using this BondVue. However, we reserve the right to review information posted/ selected/ transmitted at our sole discretion.



#### 13.1. MISCELLANEOUS

General: None of the provisions of these User Terms will be deemed to constitute a partnership or agency between User and FDPL and User will have no authority to bind FDPL in any manner whatsoever.

Notices: All notices and other communications required or permitted hereunder to be given to a party will be in writing, in the English language, and will be sent e-mail, or mailed by prepaid internationally-recognized courier or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party will have furnished to the other party in writing in accordance with this provision:

If to FDPL (including for any grievances under the Information Technology Act or the Consumer Protection Act): support@bondvue.com

If to You: At the email address provided by You.

#### 13.2. Entire Agreement:

These User Terms set forth the entire understanding and agreement between User and FDPL with respect to the subject matter hereof.

# 13.3. Assignment:

Users cannot assign or otherwise transfer your rights or obligations under these User Terms to any third party. FDPL may transfer its rights and obligations (also known as "assign") under these User Terms without your prior express consent, provided that FDPL will assign these User Terms on the same terms or terms that are no less advantageous to you.



#### 14. Arbitration:

If any dispute arises between User and FDPL during your use of the Website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these User Terms, or the documents they incorporate by reference, the dispute will be referred to a sole Arbitrator who will be an independent and neutral third party identified by FDPL. The place of arbitration will be Kolkata, West Bengal. The arbitration proceedings will be in the English language and will be governed by Arbitration & Conciliation Act, 1996.

#### STANDARD DISCLAIMER AND DISCLOSURE

- FDPL endeavors to ensure the accuracy and reliability of the information presented on this BondVue; however, such information is provided without any warranty. We disclaim any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information on this BondVue.
- No express or implied warranties, promises, or representations are made regarding the nature, standard, accuracy, or suitability of the information to individual circumstances. The information, software, products, and services on the BondVue may contain inaccuracies or typographical errors.
- We expressly disclaim all warranties, including implied warranties of merchantability, fitness for a
  particular purpose, title, non-infringement, security, and accuracy. We do not guarantee the BondVue is
  free from destructive properties such as computer viruses.



- Users acknowledge the inherent risks in electronic communication and agree that risks associated with sending/receiving instructions/communications/documents via electronic means (E-mail, Messages, Fax, etc.) are entirely borne by you.
- FDPL is not responsible for unauthorized access, alteration of transmissions or data, material sent or received, or any transactions conducted through the BondVue. Third-party content on the BondVue is not created, endorsed, guaranteed, or controlled by the owner of the BondVue.
- Transactions in financial products are subject to market risks beyond our control. We are not
  responsible for losses directly or indirectly attributable to such market risks. The BondVue does not
  guarantee returns on Transaction, and past performance does not ensure future results.
- Transacting in financial instruments from third-party service providers involves referral activities, and
  the BondVue does not guarantee their performance. The rating of financial instruments may change,
  and FDPL is not liable for resulting losses. Your Transaction decisions should be made with due care
  and diligence.
- The information on the BondVue does not constitute Transaction, financial, legal, or tax advice. It is not
  a solicitation to buy or sell securities. We are not liable for any damages arising from the use or
  performance of the BondVue/services.
- Users are advised to seek independent professional advice before making financial decisions. We
  disclaim liability for any transactions or services availed through the BondVue. We do not guarantee the
  accuracy of information about financial products/instruments displayed on the BondVue.
- Users agree that data feeds, prices, rates, and market information may be based on delayed feeds and may not reflect real-time values. Certain sections or pages may have additional disclaimers/terms; in case of conflict, the additional disclaimers/terms will govern those sections or pages.