

This Agreement is between M/s. KNAB Finance Advisors Pvt. Ltd., and its affiliates hereinafter collectively known as KNAB Finance Advisors Pvt. Ltd. and you as a user of this website. This website contains features of financial products and services not limited to Loan Against Shares and Loan Against Mutual Funds etc. offered by KNAB Finance Advisors Pvt. Ltd.

Carefully read the following terms and conditions. These terms and conditions are accepted by you on clicking on "Accept" below as also on proceeding ahead on the website.

Please read the following terms and conditions before using the services provided by KNAB Finance Advisors Pvt. Ltd. If you do not agree with these terms, do not proceed ahead to visit the site.

## **1) LICENSE GRANT**

KNAB Finance Advisors Pvt. Ltd. grants to you a non-exclusive, non-transferable, non-perpetual license to visit the website and utilize the services of the KNAB Finance Advisors Pvt. Ltd. subject to terms and conditions of usage as described below.

## **2) "AS IS" WARRANTY**

2.1) The Services are provided "AS IS" without warranty of any kind, either expressed or implied, and statutory warranties of any kind to the user including without limitations, warranties of performance, merchantability, fitness for a particular purpose or non-infringement, accuracy of information or accuracy of calculation or computation or correctness of applicable rates prescribed by law for calculation of relief or liability.

2.2) Notwithstanding best efforts by the KNAB Finance Advisors Pvt. Ltd. to ensure adherence to stringent performance standards, KNAB Finance Advisors Pvt. Ltd. does not warrant that the functions meet your requirements or that the operation of the Services will be uninterrupted or error free. KNAB Finance Advisors Pvt. Ltd. does not warrant that files or data sent by or to you will be transmitted in uncorrupted form or within a reasonable period. You bear the entire risk as to the use, quality, and performance of the Software and the Services.

2.3) Neither KNAB Finance Advisors Pvt. Ltd. nor any disseminating party shall be liable for any inaccuracy, error or delay in, or omission of, (1) any such data, information or message, or (2) the transmission or delivery of any such data, information or message; or any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any act or omission by KNAB Finance Advisors Pvt. Ltd. or any disseminating party or due to any "Force Majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of KNAB Finance Advisors Pvt. Ltd. or any disseminating party.

2.4) You agree that any market data provided by any other agency or analyst that is made available in the website reflects a proprietary interest in such data by such agency or analyst. Neither KNAB Finance Advisors Pvt. Ltd. nor any agency or analyst nor any supplier of market

data guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of market information, or messages disseminated to or by any party.

2.5) You agree that KNAB Finance Advisors Pvt. Ltd. does not intend to make any claim with reference to appropriateness of finance plan for equipment, car, commercial vehicle, home or deposit or any investment alternative or any tool for organizing finance or calculating tax liability or relief or scheduling system or investment consultancy services or plan of any kind and that you agree to verify and analyze your requirements and your capacity before taking any decision.

2.6) You also agree that KNAB Finance Advisors Pvt. Ltd. does not intend to render appropriate advice or offer the only alternative with respect to the choice of a finance plan for purchase of an Asset, for organizing finance, for calculating tax liability or relief, financial services, opportunities, nature, potential value, or suitability of any scheme to you.

2.7) You also agree that the KNAB Finance Advisors Pvt. Ltd. is only providing information and data in connection with the products and the choice or viability of any product shall always be the sole decision and responsibility of yours.

### **3) INTELLECTUAL PROPERTY RIGHTS**

3.1) KNAB Finance Advisors Pvt. Ltd. is the absolute owner of all intellectual property rights in relation to the website [www.knabfinance.com](http://www.knabfinance.com) as well as in relation to the services related thereto. All intellectual property rights are duly protected by law and through treaties. Intellectual property rights shall mean trademarks, service marks, brand names, certification marks, trade dress, trade names and other indications of origin in respect of any information, data or logo or design or heading used in the website, works of authorship, whether copyrightable or not, copyrights, copyright registrations, and moral rights related thereto; The licensor does not confer any right on the licensee in or in relation to such intellectual property rights.

3.2) You agree and acknowledge that the content or information made available on the website by KNAB Finance Advisors Pvt. Ltd. through the service or through advertisement is duly protected by copyrights, trademarks, service marks, patents, intellectual property rights or other proprietary rights and laws.

3.3) You agree that copyrights in the pages, in the screens displaying the pages, in the information and material therein, on the website [www.knabfinance.com](http://www.knabfinance.com), unless otherwise indicated, is owned by KNAB Finance Advisors Pvt. Ltd. This includes and not limited to all content on the website, graphical design, text, graphics, interfaces, logos, images, and their arrangements and compilation is protected by Indian and International copyright laws. Any other use including reproduction, modification, distribution, transmission, re-publication, display, or performance of the content on this site is strictly prohibited. Any violation of this clause by you would render automatic termination of the services to you, apart from initiation of any proceedings available under law against you.

### **4) TERMINATION**

4.1) The license will terminate automatically if you fail to comply with the terms and conditions of usage or the limitations, which are described herein or if the Services are terminated or expire. On termination of the license, you must destroy all copies of the communication with or from KNAB Finance Advisors Pvt. Ltd. in your possession or control.

4.2) You understand that KNAB Finance Advisors Pvt. Ltd. may at any time, at its sole discretion and without prior notice to you, prohibit or restrict your access to the use of the website or related services.

## **5) LIMITATION OF LIABILITY**

5.1) Under no circumstances and under no legal theory, tort, contract, KNAB Finance Advisors Pvt. Ltd. or its licensors shall be liable to you or any other person for any direct, special, incidental, or consequential, punitive damages of any character including, without limitation, damages for loss of use, data or profits, loss of goodwill, liability for debt or personal injury, work stoppage, computer failure or malfunction, commission or attempt to commit any cybercrime by any third party, delay or failure by any service provided, by any third party or Government Organization or Department or any and all other commercial damages or losses, even if KNAB Finance Advisors Pvt. Ltd. shall have been informed of the possibility of such damages, or for any claim by any other party.

## **6) RESALE**

6.1) KNAB Finance Advisors Pvt. Ltd. is providing the services which is based on its own assimilation and processing of data, development of proprietary software for performance of required functions, software created for providing technology solutions in a business environment based on the data furnished by the user and this website is for your personal use and therefore you hereby agree not to use the services directly or indirectly in such a manner so as to lease, sub-lease, sub-license, or sell or resell or exchange the information or copy, distribute, transmit, display, perform, reproduce, publish, license the information, content, data available in the website of KNAB Finance Advisors Pvt. Ltd. or create derivative works thereof.

6.2) While all efforts have been taken to ensure that the services rendered are error free, you agree that there may arise errors and therefore the services may not be ideal for being used in an online time bound environment, which requires zero error performances.

## **7) AMENDMENT**

7.1) KNAB Finance Advisors Pvt. Ltd. may, in its sole discretion, change, modify, add, or remove portions of this license at any time or discontinue whole or part of the service. KNAB Finance Advisors Pvt. Ltd. may notify you of any such changes by posting notice of such changes on KNAB Finance Advisors Pvt. Ltd.'s website(s) or sending notice via e-mail, postal mail, or other means. Your continued use of the Service following notice of such change shall be deemed to be your acceptance of any such modification. If you do not agree to any such modification, you must immediately stop using the Services.

## **8) CONTENT**

8.1) It is agreed by the parties that all the information given in the present website is endeavored to be correct as on the date of making the present website. It is further agreed by the parties that the website or Domain name owners or any professional working thereof do not stand guarantee as to the correctness of the information supplied in the present website. Both the parties unanimously agree that the website or the Domain name owners or any of the professionals or any other person working for and on behalf of the said domain and website and giving information legal or financial of any kind in respect of solicited queries, shall not be liable in any manner, whatsoever, for the said information, rendered through and/ or by means of the present website. It is further agreed that whatever information/ advice is sought by you, is sought on the terms and conditions stipulated in the present website. It is further agreed that the legal advice, consultancy, or information rendered to you in response to any query is based only on the limited sketchy facts and/ or limited sketchy parameters given by you in your said query / communication. It may also kindly be noted that the website: [www.knabfinance.com](http://www.knabfinance.com) and/ or the domain name, owners and/ or any of the professionals or any other person connected with the aforesaid sites and domain and rendering any legal information, advice, opinion or consultancy shall not be liable in any manner, whatsoever, in any court of law throughout the world in respect or any information, opinion, advice or consultancy rendered on the aforesaid websites and domains. It is also agreed that while all efforts have been made to ensure that the information/ advice/ consultancy/ opinion, calculation of relief or liability given to you is/ are correct and true as on the date, yet in case there are any inaccuracies and/or discrepancies, which may creep in them, rendering the same ineffective or defective, then on behalf of the said website, domain name, owners or any of the professionals or any person connected with and giving any information/ advice/ opinion and consultancy, calculation of relief or liability shall not be liable for the said inaccuracies or discrepancies of the said opinion, advice information or consultancy or calculation and that they shall also not be liable in any manner, whatsoever, in respect of any proceedings, law suits, claims / damages / remedies of any kind, whatsoever, in any court of law whatsoever, throughout the world.

8.2) You hereby agree that KNAB Finance Advisors Pvt. Ltd. has the right to delete any information or message given by you at its discretion without prior notice if it is of the opinion that the information or message is obscene, sexually explicit, libelous, defamatory, threatening, harassing, abusive, hateful, false, inaccurate, misleading, profane, objectionable, socially unacceptable information of any kind.

8.3) You hereby agree that as a user, you will not have any claim against KNAB Finance Advisors Pvt. Ltd. and KNAB Finance Advisors Pvt. Ltd. shall not be responsible or liable in any manner, in the event of any other user violating the conditions of use specifically referred to in Para 8.2 above.

8.4) You hereby agree that as a user you will not have any claim against KNAB Finance Advisors Pvt. Ltd. and KNAB Finance Advisors Pvt. Ltd. shall not be responsible or liable in any manner, if any message or information or link is introduced or made to appear in the website or user screen or home page, which is obscene, sexually explicit, libelous, defamatory, threatening, harassing, abusive, hateful, false, inaccurate, misleading, profane, objectionable, socially unacceptable information of any kind. You further agree to report any such display in order to enable KNAB

Finance Advisors Pvt. Ltd. to take remedial action in the form of deletion of such message or information.

## **9) FREE CONSENT**

9.1) You state that the very fact that you are visiting / have visited the present website is a complete unqualified acceptance of yours relating to various terms and conditions detailed in the website as also in the disclaimer. You fully declare and undertake with a sound mind without any undue force, pressure, influence, or coercion on you, that you shall be fully bound by the terms of the website as also by the terms of the disclaimer. You further undertake that in case any dispute arises out of and relating to the non-performances of any obligations as a visitor of this website or as a seeker or querist of opinion, advice or consultancy from the services of the website or on account of non-payment of dues, being the dues of the querist or seeker, in respect of the services rendered under this Agreement then the exclusive jurisdiction to file law suits against you, being the visitor or querist, shall be in the courts at New Delhi only.

## **10) LINKS**

10.1) You hereby agree that any link to other world wide website or resources provided by KNAB Finance Advisors Pvt. Ltd. is not subject to any control over such sites or resources by KNAB Finance Advisors Pvt. Ltd. and therefore you agree that KNAB Finance Advisors Pvt. Ltd. or its employees or directors or officers shall not be responsible or liable for any content, information, advertising, products, or other materials on or available from such sites or resources.

10.2) You further agree that KNAB Finance Advisors Pvt. Ltd. or its employees or officers or directors shall not be responsible or liable directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, information, goods, or services available on or through any such site or resource.

## **11) NO UNLAWFUL OR PROHIBITED USE**

**You Agree Not to Use The Information Or Services Made Available By KNAB Finance Advisors Pvt. Ltd. In Any Manner To**

### **11.1)**

a) impersonate any person or entity or group or falsely state or otherwise misrepresent an affiliation or connection with a person, entity, or group.

b) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service.

c) intentionally or unintentionally violate any applicable local, state, national, or international law.

d) harass other [www.knabfinance.com](http://www.knabfinance.com) users.

e) post or transmit any information, which contains a harmful code

f) indulge in any cyber-crime (cybercrime means any isolated or concerted act whether done in India or outside India by which the originator of such act or associates (a) gain access to the computer system or computer network or (b) downloads, copies or extracts any information or data from such system or (c) introduces any harmful code or (d) causes any damage to the system or network or (e) causes the non-functioning or malfunctioning of any system or network or (f) causes denial of access to any authorized person to the system or network or (g) contravenes any provision of the IT law and the rules and regulation made thereunder or (h) tampers or manipulates any system or network with the object of operating the account of another person or (i) alters or deletes any information residing in a computer resource or diminishes the value or utility of the function of the computer system or network through any means or (j) does anything which has the effect of adversely affecting the performance of a computer network or services).

11.2) You further agree that KNAB Finance Advisors Pvt. Ltd. has the right to proceed against you under law and avail the remedies available under the Information Technology Act 2000 and regulations made there under apart from such other remedies available under law, in the event of any contravention of the undertaking given by you in Para 11.1 above.

## **12) OPERATIONS**

12.1) You agree that KNAB Finance Advisors Pvt. Ltd., at its discretion, can fix or set or modify the limits with reference to the number of e-mails or size of messages or number of queries that can be raised by you and has the absolute discretion not to respond or provide solutions as contemplated in the website for any reason. You also agree that in such event the same shall not be construed as breach of contract or deficiency of service.

12.2) You agree that the information or details with reference to your activities, finances, financial position or any other data given by you may be disclosed to statutory authorities or government agencies if so requested by them. You also agree that all data or information provided by you shall be subjected to privacy policy which shall also be deemed to be read by you on proceeding further in the website.

12.3) You agree that KNAB Finance Advisors Pvt. Ltd. reserves the right to determine any fees as well as applicable taxes if any that has to be paid by you in connection with the usage of the services provided by KNAB Finance Advisors Pvt. Ltd.

12.4) You agree that the information supplied by you in any of the fields specified in the website in connection with becoming a registered user or in connection with the availing of the services provided through the website is true, accurate, current and complete.

12.5) You agree that for your protection and for the protection of KNAB Finance Advisors Pvt. Ltd. and as a tool to correct misunderstandings, you understand, agree and authorize KNAB Finance Advisors Pvt. Ltd. at its discretion, and without further prior notice to you, to monitor

and record your electronic communications conducted with KNAB Finance Advisors Pvt. Ltd. directly or indirectly.

12.6) KNAB Finance Advisors Pvt. Ltd. reserves the right to use cookies in the website in order to store and track information about the user. Information includes surfing behaviour, URL of the pages visited, browsing details, IP address.

### **13) PASSWORD**

13.1) You agree to be the only authorised user of user's login ID and password.

13.2) You agree to keep the login ID and password totally confidential and you shall not reveal the password to any third party including your employees if any.

13.3) You agree that in order to ensure better security and safety on the internet as well as to ensure confidentiality in respect of your transaction, it is advisable that the password that is adopted is at least 5 characters long and shall consist of the mixture of alphabets and numbers which must not relate to any readily accessible personal data such as your name, address, telephone number, driver license number, internet password or any easily identifiable combination of letters and numbers.

13.4) You shall ensure that the password is not recorded in writing or in electronic form.

13.5) You agree to immediately change the password and notify KNAB Finance Advisors Pvt. Ltd. of any unauthorised use of username and password and the date of its occurrence.

13.6) You also agree to log off from the service at any time when you are not accessing or using the service and in the event of any liability or loss, which takes place on account of the failure of your part in not logging off the service, you alone be responsible for the same.

13.7) You agree to immediately notify KNAB Finance Advisors Pvt. Ltd. if you discover any unauthorised access or discrepancies or the commission or attempt to commit any cyber crime or you forget the password or a security flaw is discovered in the system. In all such cases, you have to communicate to KNAB Finance Advisors Pvt. Ltd. in writing and on receipt of such request, the system may generate a new password. At no point of time KNAB Finance Advisors Pvt. Ltd. shall be liable for any loss, notional or actual, that may be suffered by you by the reason of any misuse or security lapse or cyber crime in connection with the user password.

### **14) MISCELLANEOUS**

14.1) This Agreement represents the complete agreement concerning the subject matter hereto. KNAB Finance Advisors Pvt. Ltd. reserves its rights to amend this Agreement in the manner it deems fit and the User shall not have any right to amend this Agreement. Any amendment of this Agreement, if done, shall not vitiate the enforceability of this Agreement. The only right of the User is to discontinue using the website.

### **15) JURISDICTION**

15.1) This Agreement shall be governed only by the law prevailing in India. All disputes, disagreements, claims, etc., shall be subject to the exclusive jurisdiction of the courts of New Delhi and the jurisdiction of all other courts, tribunals, governments and governmental or International agencies, situated anywhere in the world including the USA, over such disputes, disagreements, claims, etc., is specifically and voluntarily and consciously excluded by the parties by means of this present Agreement. The parties to this Agreement further voluntarily and consciously, without any undue force, pressure and coercion, unanimously agree that in the future, on or without the behest of any party to this Agreement or otherwise, no court, tribunal, governments, governmental agencies or international agencies shall assume jurisdiction over any disputes or disagreements or dissatisfaction etc of any nature whatsoever, relating to any aspects of the services or otherwise provided by KNAB Finance Advisors Pvt. Ltd. The parties to this Agreement once again voluntarily and consciously, without any undue force, pressure and coercion, unanimously agree that only courts within the territorial jurisdiction of New Delhi shall have the exclusive and comprehensive jurisdiction over any matter or service relating to KNAB Finance Advisors Pvt. Ltd., to the exclusion of all other existing courts. The application of the United Nations convention of contract for the international sale of goods is expressly excluded.

15.2) The provisions of this Agreement shall be subject to the constitution, rules, regulations, if any applicable, or introduced in respect of the subject matter of this Agreement. Also, where applicable, the transactions shall be subject to the provisions of the Information Technology Act 2000 and various relevant guidelines or regulations issued under the Information Technology Act 2000 in this regard and as amended from time to time, and any other guidelines or regulations or code of conduct specified by any body or institution authorised to regulate transaction pertaining to financial services or internet transactions or internet protocol.

15.3) You agree to duly comply with any law or regulation that is introduced or made applicable to regulate Internet transaction or broadcasting services or usage of cyber space.

## **16) SEVERABILITY**

16.1) Any clause of this Agreement declared invalid by the appropriate authority shall be deemed severable and shall not affect the validity or enforceability of this Agreement.

## **17) WAIVER**

17.1) Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless so specified.

17.2) Any indulgence or concession given to the User shall not be deemed to be a waiver of the breach or default of the terms of this Agreement.

## **18) EXTRAORDINARY EVENTS/ TECHNICAL DIFFICULTIES**

18.1) You specifically agree to hold KNAB Finance Advisors Pvt. Ltd. harmless from any and all claims, and also agree that KNAB Finance Advisors Pvt. Ltd. shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, regulation, war, strike, equipment failure, communication line failure, system failure, failure of any third party service



provided due to any strike or lock out or go slow tactics, security failure on the Internet, commission or any attempt to commit any cyber crime or unauthorised access, theft, or any problem, technological or otherwise, that might prevent you from entering KNAB Finance Advisors Pvt. Ltd. website or that might prevent KNAB Finance Advisors Pvt. Ltd. from rendering services.

18.2) Where despite best efforts taken by KNAB Finance Advisors Pvt. Ltd. in connection with the security with reference to the operation of the website, you agree that if any cyber crime is committed or attempted by any third party which results in an unauthorised message or information or communication being made in website or through the website to you, then KNAB Finance Advisors Pvt. Ltd., its employees, officers, directors shall not be responsible or liable for loss, actual or perceived or any other consequences of whatever nature to you, caused directly or indirectly by such commission of cyber crime or attempt to commit such cyber crime. However, KNAB Finance Advisors Pvt. Ltd. shall be entitled to take such action as they deem fit against any such offences or attempts to commit such offences.