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TERMS OF USE

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) (A) OF THE INFORMATION TECHNOLOGY (INTERMEDIARY GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021 AND RULE 4 OF THE (INDIAN) INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES, 2011 FRAMED UNDER THE (INDIAN) INFORMATION TECHNOLOGY ACT, 2000 (AS AMENDED FROM TIME TO TIME) THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THE PLATFORM.

The online platforms – www.FIS-FTPL.com (“Website”), and the iOS and Android mobile application – “FIS-FTPL” (“App”) is owned and operated by **Finwizard Technology Private Limited**, a private limited company incorporated under the Companies Act, 2013 with its registered office at Queens Paradise, 1st Floor, Curve Road Shivajinagar, Bangalore- 560052, Karnataka, India (“FIS-FTPL”). The App and the Website its sub-domains and other sites/ apps/ other channels maintained by FIS-FTPL to enable the Services (defined below) shall be collectively referred to hereinafter as the (“Platform”).

The services offered by FIS-FTPL are divided into several business verticals:

- a. **Stock Broking:** Your access and use of the Platform for purchase, sale, switch or other forms of investment with respect to stocks, futures & options, IPO, SGB, NCD and other securities products made available to You through the Platform shall be governed by the stock broking Terms and Conditions available at: [Stock Broking Service](#).
 - b. **Mutual Funds:** Your access and use of the Platform for purchase, sale, switch or other forms of investment through the Platform shall be governed by the Mutual Funds Terms and Conditions available at: [MF Service](#).
 - c. **National Pension Scheme:** Your access and use of the Platform to avail National Pension Scheme product shall be governed by the National Pension Scheme Terms and Conditions available at: [NPS](#) and the Grievance Redressal Policy available at: [NPS Grievance Redressal](#).
 - d. **Insurance:** Your access and use of the Platform for insurance products shall be subject to Insurance Terms and Conditions available at: [Insurance Service\(s\)](#).
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- e. For general browsing or any other services available on the Platform shall be subject to this General Terms and Conditions below, unless otherwise specified herein.

MF Service, Pension Service, Insurance Service and/or any other services provided through the Platform shall collectively be referred to as (“**Services**”) for the purpose of this T&C.

GENERAL TERMS AND CONDITIONS

Subject to the foregoing, these General Terms and Conditions (“**T&C**”) govern your access and use of the Platform for general browsing or any other services available on the Platform.

Please read these General Terms and Conditions carefully before accessing or using the Platform or any part thereof. By accessing or using any part of the Platform, you agree to be bound by these terms and conditions. If you do not agree to all the terms and conditions, then **YOU MAY NOT ACCESS THE PLATFORM OR USE ANY SERVICES PROVIDED BY FIS-FTPL.**

The words "You" and “Your” refer to the person(s) who use and avail the Services of FIS-FTPL through the Platform and shall include both singular and plural. The Services provided herein is only for the Indian citizens and tax resident of India.

These General Terms and Conditions form a legal and binding agreement between the you and FIS-FTPL and is made pursuant to the terms of the Information Technology Act, 2000.

1. ELIGIBILITY

You represent and warrant that you (a) are at least 18 years old. In the event you are under the age of 18 years, you represent and warrant that you have the requisite consent from your legal guardians and are availing the services under their supervision; (b) are competent to form a binding contract under the Indian Contract Act, 1872; (c) have not previously been suspended or removed from using FIS-FTPL’s Services and/or the Platform or any part thereof.

2. YOUR ACCOUNT

If you wish to use or browse through the Platform, you are required to maintain an account on the Platform (“**Account**”) and you will be required to furnish certain information and details, including your name, email id, contact number, financial information, and any other information deemed necessary by FIS-FTPL.

You further understand that you are responsible for maintaining the confidentiality and security of your Account including log-in details and the password. You agree to accept responsibility for all activities that occur through your Account. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform FIS-FTPL immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

You represent and warrant that all information, data and documents provide by you (a) for creating of the Account; and/or (b) through your Account are true, correct, accurate and up to date. In the event of any change, you agree to update the details on the Account in a prompt and swift manner. You further represent and warrant that at the time of making any new Account, you do not currently have an existing account on the Platform.

3. USE OF PLATFORM

- a. You will be allowed to avail or use the services through the Platform only when You complete the KYC process required from our end in accordance with the applicable laws and the guidelines issued by the regulatory / government agencies or authorities from time to time
- b. You shall not use the Platform for any commercial purpose.
- c. FIS-FTPL shall not be responsible for any delay or failure in processing any transaction or any request whatsoever resulting from infrastructure issues like server downtime, network unavailability and connectivity issues.
- d. You shall notify FIS-FTPL in the manner provided hereunder of any change in your situation and/or personal information and/or profile and FIS-FTPL would rely on the most recent information provided by you.
- e. FIS-FTPL has the sole authority and right to reject Your request to open an account with FIS-FTPL. FIS-FTPL may at its discretion choose to disclose or not disclose the reason for not opening such account. FIS-FTPL may also reject / suspend / freeze Your request to open or operate Your account on directions received from regulatory or government bodies and statutory authorities.
- f. You hereby consent to record Your telephonic conversations with the customer support department of FIS-FTPL (managed by itself or through any outsourced vendor) for quality control, record retention purposes, and other similar purposes.
- g. You hereby declare that the transactions made through the FIS-FTPL Platform shall be through Your own legitimate source/ bank account only and the said transactions do not contravene any act, rules, regulations, notifications or directives of the provisions of the Income Tax Act, Anti Money Laundering laws, Anti-Corruption Laws or any other applicable laws from time to time.

4. PROHIBITED USES

You shall not use or access the Platform or any Service to host, display, upload, modify, publish, transmit, store, update or share any information that:

- a. belongs to another person and to which the user does not have any right;
 - b. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
 - c. is harmful to child;
 - d. infringes any patent, trademark, copyright or other proprietary rights;
 - e. violates any law for the time being in force;
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- f. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
 - g. impersonates another person;
 - h. 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 cognizable offence or prevents investigation of any offence or is insulting other nation;
 - i. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
 - j. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

5. LICENSE BY FIS-FTPL

- a. All intellectual property in or of the Platform belongs to or is licensed to FIS-FTPL. FIS-FTPL grants you a limited, non-transferable and revocable license to access and use the Platform or any part thereof for availing the Services, but not to download any material from it (other than page caching) or modify it, or any portion of it for commercial use. Any unauthorized access to the Platform (or any part thereof) or any networks, servers or computer systems connected to the Platform and any attempt to modify, adapt, translate or reverse engineer any part of the Platform or re-format or frame any portion of the pages of the Platform is not permitted without FIS-FTPL's express written consent.
- b. This license is non-transferable and does not permit any resale or commercial use of this Platform or its contents; any downloading or copying of account information for the benefit of anyone other than your use; or any use of data mining, robots, or similar data gathering and extraction tools.
- c. The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of FIS-FTPL, as may be applicable. Any unauthorized use of the Platform shall terminate the permission or revoke the license granted by FIS-FTPL herein.

6. THIRD PARTY MATERIAL AND SERVICES

FIS-FTPL may provide you links to third party services ("**Third Party Services**") and may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**"). You acknowledge and agree that FIS-FTPL is providing the Third Party Materials on an "as is" basis and is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or Third-Party Services. FIS-FTPL DOES NOT WARRANT OR ENDORSE AND DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON

FOR ANY THIRD-PARTY SERVICES, THIRD PARTY MATERIALS OR WEB SITES, OR FOR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES OF THIRD PARTIES.

7. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FIS-FTPL, its affiliated companies, subsidiaries, officers, directors, employees or any related party disclaim any liability to you or to any third party for any indirect, incidental, special or consequential damages, including without limitation loss of investments, revenue or profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) howsoever arising.

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, you waive, release, discharge and hold harmless FIS-FTPL, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform and/or Services.

8. INDEMNITY

You agree to indemnify, save, and hold FIS-FTPL, its affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Platform, any violation by you of these terms, or any breach of the representations, warranties, and covenants made by you herein or your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material posted/ transmitted by you on the Platform.

9. LIMITATION OF LIABILITY AND DAMAGES

In no event, FIS-FTPL, its directors, employees, agents will be liable to You or any third party for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this T&C;

(ii) use of or access to the Platform; or (iii) Your use or inability to use the Services provided through FIS-FTPL Platform; or (iv) any other interactions with FIS-FTPL, or (v) any action or omission caused by any other third party, however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of INR 5000, or the amount required as per regulatory guidelines.

10. SUSPENSION OF ACCESS

FIS-FTPL may choose to stop providing one or more services through the Platform and may terminate access to or use of the Platform at any time without any notice. Other than where FIS-FTPL informs you otherwise, upon any termination, (a) the rights and licenses granted to you under these terms will end; (b) your Account shall be suspended; and (c) you must stop using the Platform. FIS-FTPL reserves the right to suspend or cease providing the Platform and shall

have no liability or responsibility to you in any manner whatsoever if FIS-FTPL chooses to do so except as prescribed under applicable law.

11. AMENDMENT

FIS-FTPL reserves the right to change, modify, add, or remove portions of any terms and conditions including this T&C, specific terms and conditions applicable to each business verticals, privacy policy and disclaimers displayed on our Platform from time to time (“**Terms**”) (each, a change and collectively, Changes). The revised Terms with the Changes shall be made available on the Platform and we will provide a notice (ie. email or popup or similar notification)... The Changes will become effective, on a going-forward basis with respect to Your continued use of the Platform or availing the Services or when a payment transaction is initiated by You through the Platform after the posting date. If You do not agree with any such change, Your sole and exclusive remedy is to terminate Your use of the Platform and the Service. For certain changes, FIS-FTPL may be required under applicable law to give You advance notice, and FIS-FTPL will comply with such requirements. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the Changes.

12. PRIVACY

FIS-FTPL will collect, store and disclose your information in accordance with the Privacy Policy available at <https://www.FIS-FTPL.com/privacy/> .

13. NOTICE

FIS-FTPL may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Platform or voice call or internet-based messaging applications like WhatsApp or by any other reasonable means based on the details provided by You. In case of any change in any details provided by You including but not limited to email id and/or mobile number and/or correspondence address, you shall inform FIS-FTPL in writing in advance in the prescribed format to carry out the necessary changes in its records.

You hereby unconditionally consent that such communications sent by FIS-FTPL to you via the above-mentioned modes are upon the request and authorization from You.

Except as otherwise set forth herein, notice to FIS-FTPL must be sent by courier or registered email to compliance@FIS-FTPL.com.

FIS-FTPL does not guarantee that electronic communications will be successfully delivered, or that they will be secure and virus free. FIS-FTPL shall not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an electronic communication being lost, delayed, intercepted, corrupted or otherwise altered or for failing to be delivered for any reason beyond FIS-FTPL’s reasonable control. All correspondence will be in English.

You agree to be contacted by FIS-FTPL and its representatives over phone or on registered email id with reference to the Services. You agrees & confirm that if your mobile number is registered in the Do Not Disturb (DND) list of TRAI, you may not receive SMS or calls from FIS-FTPL. You agree to take steps to deregister from the DND list and shall not hold FIS-FTPL liable for non-receipt of SMS or calls in the interim period.

14. GOVERNING LAW AND JURISDICTION

Your use of this Platform, Services and any terms and conditions stated in this T&C or other service specific terms and conditions shall be subject to the laws of India. In case of any disputes arising out of the use of the Platform, Services or any part thereof, You hereby agree that the Courts of Bangalore, India will have exclusive jurisdiction.

15. WAIVER

The failure of FIS-FTPL to exercise or enforce any right or provision under this T&C and other applicable Terms will not constitute a waiver of such right or provision. Any waiver shall be effective only if in writing and signed by FIS-FTPL.

16. GRIEVANCES

You can reach out to FIS-FTPL at fisftpl@gmail.com or +91 81778 81429 to raise any questions, complaints, grievances or feedback.
