

Terms and Conditions of Use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Credit

- 2.1 This document was created by the Company using expertise of people from the field of commerce and law.

3. Copyright notice

Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) stream audio and video files from our website; and
 - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.

- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website including republication on another website;
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 4.6 Notwithstanding Section 4.5, you may redistribute our newsletter in print and electronic form to any person.
- 4.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

- 5.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our website without our express written consent;
 - (e) access or otherwise interact with our website using any robot, spider or other automated means;
 - (f) violate the directives set out in the robots.txt file for our website; or
 - (g) use data collected from our website for any direct marketing activity including without limitation email marketing, SMS marketing, telemarketing and direct mailing.
- 5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

6. Registration and accounts

- 6.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age and comply with restrictions and terms as placed by various regulatory authorities.
- 6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.
- 6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

7. User IDs and passwords

- 7.1 If you register for an account with our website, we will provide you with / you will be asked to choose a user ID and password.
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

- 8.1 We may:
 - (a) suspend your account;
 - (b) cancel your account; and/or
 - (c) edit your account details,at any time in our sole discretion without notice or explanation.
- 8.2 You may cancel your account on our website using your account control panel on the website.

9. Your content: licence

- 9.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

- 9.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.
- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.
- 9.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.6 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

10. Your content: rules

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) be in breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) be in breach of official secrets legislation;
 - (k) be in breach of any contractual obligation owed to any person;
 - (l) depict violence, in an explicit, graphic or gratuitous manner;
 - (m) be pornographic, lewd, suggestive or sexually explicit;

- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

11. Limited warranties

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

12. Limitations and exclusions of liability

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

12.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

- 12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Breaches of these terms and conditions

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on our website.
- 13.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

14. Variation

- 14.1 We may revise these terms and conditions from time to time.
- 14.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. / We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.
- 14.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

15. Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

- 17.1 These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

18. Entire agreement

- 18.1 Subject to Section 12.1, these terms and conditions, together with [our privacy and cookies policy], shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

19. Law and jurisdiction

- 19.1 These terms and conditions shall be governed by and construed in accordance with [English law].
- 19.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive / non-exclusive] jurisdiction of the courts of [England].

20. Statutory and regulatory disclosures

- 20.1 We are registered under the Companies Act, 2013 with CIN U74900MH2014PTC260489, have our registered office address at 4, Cama Industrial Estate, Sun Mill Compound, Sitaram Jadhav Marg, Lower Parel, Mumbai – 400 013.

21. Our details

- 21.1 This website is owned and operated by Kredere Wealth Partner Private Limited.

21.2 You can contact us by writing to the business address given above, by using our website contact form, by email to support@kredere.com or by telephone on +912243490400

22. In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

23. Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

24. Confidentiality

We are committed towards protection and maintaining of secrecy of data and as such, any information concerning the Client and their respective Client Records may be passed to third parties, subject to adhering to *inter se* agreements, confidentiality clauses contained in any agreements with the clients and other implicit, explicit, overt and covert consents and approval of the clients and regulatory authorities, required if any. However, Client records are regarded as confidential and therefore will not be divulged to any third party, unless required legally to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

25. Disclaimer

25.1 Exclusions and Limitations

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

25.2 This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

26. Payment

26.1 Cash or Personal Cheque with Bankers Card, all major Credit/Debit Cards, Bankers Draft, Bank Transfers and NEFT / RTGS transfers are all acceptable methods of payment. Our Terms are payment in full within thirty days. Monies that remain outstanding by the due date will incur late payment interest at the rate of 18% p.a. on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

26.2 Returned cheques will incur charges @ Rs. 1,000 to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full. The Company also reserves right to initiate proceedings under Section 138 of the Negotiable Instruments Act, 1881 to recover dues.

27. Cancellation Policy

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a charge to cover any subsequent administrative expenses.

28. Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

29. Availability

Unless otherwise stated, the services featured on this website are only available within India, or in relation to postings from India. All advertising is intended solely for the India market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

30. Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

31. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

32. Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a

diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

33. General

The laws of India govern these terms and conditions. By accessing this website, using our services and buying products distributed by us, you consent to these terms and conditions and to the exclusive jurisdiction of the Indian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

34. Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis