

## **TERMS AND CONDITIONS**

### **INTRODUCTION**

Ecofy Finance Private Limited (Formerly known as Accretive Cleantech Finance Private Limited) ("**Ecofy**") is the sole brand for financial services business of Ecofy. The URL <https://www.ecofy.co.in/> ("**Website**") is owned, maintained and run by Ecofy, having its registered office at Level 12, Birla Aurora, Dr. Annie Besant Road, Worli, Mumbai-400030.

### **TERMS AND CONDITIONS AND ACCEPTANCE**

These terms and conditions ("**Terms and Conditions**") shall form a legally binding contract between the user ("**you**", "**your**", "**the Customer**") and Ecofy and shall be subject to such other terms as Ecofy may agree with Google and/or any other service provider. Please read the Terms and Conditions carefully as your acceptance of the Terms and Conditions contained herein constitutes the agreement ("**Agreement**") for the Purpose as defined hereunder. These Terms and Conditions are to be read in consonance with the Privacy Policy [privacy-and-cookie-policy.pdf](#), as available on our Website.

By accessing and using this Website you have confirmed that you have read, understood and bound yourself by these Terms and Conditions. These Terms and Conditions shall apply to the access and use of the Website. You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any facilities that are provided by this Website.

In terms of the Information Technology Act, 2000 (as amended from time to time), this document is an electronic record. By accessing the Website and availing for facilities available on the Website, you agree to be bound by these Terms and Conditions, the Privacy Policy ("**Privacy Policy**"), as posted on the Website.

This Agreement describes the terms governing the usage of the facilities provided to you on the Website. Clicking "**I Agree**" to "**Terms & Conditions**", shall be considered as your electronic acceptance of this Agreement under Information Technology Act 2000. Your continued usage of the facilities from time to time would also constitute acceptance of the Terms and Conditions, including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein.

### **ELIGIBILITY**

Your electronic consent, accepting these Terms and Conditions, represents that you have the capacity to be bound by it, or if you are acting on behalf of any person, that you have the authority to bind such person.

You also acknowledge and agree that, unless specifically provided otherwise, these Terms and Conditions only apply to this Website and facilities provided on this Website.

The Customer desirous of using the facilities of the Website, should be either be a sole bank account holder or authorised to act independently. In case of joint account/s, the written mandate of other account holders authorising the Customer to use the services would be required. All or any

transactions arising from the use of the facilities by the joint account shall be binding on all the joint account holders, jointly and severally.

In order to use the Services, Ecofy may require any Personal Information of Customer, including but not limited to Customer's Name, Mobile Phone Number, E-mail Address, Date of Birth, and Permanent Account Number (PAN) and Ecofy may further have to submit the same to Google or any other service provider of the Ecofy in respect of the facilities.

Customer agrees that the personal information provided by Customer to Ecofy while applying for registration for availing the facilities shall be true, accurate, current and complete and Customer agrees to maintain and update, this personal information, to keep it true, accurate, and complete.

### **LOAN SPECIFIC TERMS AND CONDITIONS**

You agree that all the particulars and information that shall be provided by you including in the application form are true, correct, complete, and up-to-date in all respects, and that you have not withheld any information whatsoever. You confirm that you have never had any insolvency proceedings against you, nor have you ever been adjudicated insolvent by any court or other authority. You also confirm that you have read the information on various loan products available on the Website [Green Finance India – EV Electric Vehicle, SME, Solar Loans](#).

You authorize Ecofy to use the documents, download records from CKYCR using the KYC identifier submitted, video record the KYC document, personal discussion, and use any other information provided herewith to extract additional information from various public domains and to seek your personal information from credit bureaus or other institutions to assess your application and to exchange and share all information provided in your application, including details related to existing loans and repayment history, with third parties such as subsidiaries, service providers, banks, financial institutions, credit bureaus, statutory bodies, etc. for purposes including customer verification, credit rating, data enrichment, marketing or promotion of Ecofy's services, or enforcement of your obligations. You agree not to hold Ecofy liable for sharing this information.

You agree and affirm that Ecofy may contact you via phone calls, SMS, or other communication modes to verify the details provided in your application form. You also confirm your interest in receiving information about Ecofy's loan offers, promotional schemes, and other relevant services through these communication modes. You also undertake to keep Ecofy updated about any changes to the information provided in your application form.

You understand and acknowledge that the rate of interest and credit decision are subject to various factors such as cost of funds, administrative cost, risk premium, margin, etc. and the decision to give a loan and the interest rate applicable to each loan are assessed on a case-to-case basis, based on multiple parameters such as borrower profile, repayment capacity, etc. The rate of interest is subject to change as per the discretion of the Ecofy. Processing fees and stamp charges would be deducted from disbursement and the same are non-refundable. In the event the Customer cancels the loan after sanction, the Customer shall be liable to pay the applicable processing fees and stamping/ other charges, if any borne by Ecofy on behalf of the Customer. No cash has been given by the Customer to any person in relation to the loan application and no discount/fees/gifts or any other commitment is given whatsoever which is not documented in the loan agreement, by Ecofy or any of its authorized representatives. Ecofy has absolute discretion to reject any loan application without assigning any reason, and that Ecofy shall not be responsible or liable for such rejection. You further understand and agree that after submitting the application form, you will be required to provide documents to the satisfaction of Ecofy and accept the loan terms and conditions to avail the loan.

## **CHANGES TO THE TERMS AND CONDITIONS**

You agree that these Terms and Conditions may be subject to change/modification for such reason as Ecofy may deem fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the services, company reorganisation, market practice or customer requirements. Upon any change, the updated Terms and Conditions will be updated on the Website. Your continued use of the facilities on this Website constitutes acceptance of the changes and an Agreement to be bound by Terms and Conditions, as amended. You can review the most current version of the Terms and Conditions at any time, by clicking the Terms and Conditions link on the Website. **If you do not agree with any of these Terms and Conditions, you may not use this Website.**

## **AUTHORISATION**

Whenever consent has been obtained/provided by you in any mode under these Terms and Conditions, for availing information/services related to Ecofy, you agree and authorise Ecofy to share/transfer/transmit your personal information as defined in the Privacy Policy on our Website with third-party service provider, in so far as required for offering of facilities through this Website and for analytical / marketing purposes /report generations and/or to offer connected facilities on the Website and may also include transfer/sharing/transmitting of sensitive personal data or information only if it is deemed necessary for the performance of facilities and to provide you with various value added and ancillary facilities/services and information. You agree to receive emails/sms/phone calls and such other mode as permitted under law from Ecofy and its third-party service provider regarding the facilities updates, information/promotional offer and/or new product announcements and such other related information.

You have the option to withdraw the said consent in the manner specified under these Terms and Conditions. Please also read the Privacy Policy for more information and details as provided on the Website. The Privacy Policy may be updated from time to time. Changes will be effective upon posting of the revised Privacy Policy on the Website.

## **ONE ID**

You can create a unique ID on the Website for managing and transacting all financial transactions with Ecofy. One ID enables you to have a single login ID for viewing and transacting all your product and service with Ecofy. One Ecofy ID can be created by you on the Website by using your e-mail Id and login credentials as registered with Ecofy while availing the products / services and completing the authentication procedure in the manner specified at the time of creation of One ID.

Once you have created One ID you can link and view all your financial products held with Ecofy on single web page through verification / authentication procedure as applicable to your account/financial products held with the Ecofy.

## **NOT AN INVESTMENT ADVISOR, PLANNER, BROKER OR TAX ADVISOR**

The facilities on the Website are not intended to provide any legal, tax or financial or securities related advice. You agree and understand that the Website is not and shall never be construed as a

financial planner, financial intermediary, investment advisor, broker or tax advisor. The facilities are intended only to assist you in your decision-making and is broad and general in scope. Your personal financial situation is unique, and any information and advice obtained through the facilities may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your financial advisers who are fully aware of your individual circumstances. For more details, please also refer to the Legal Disclaimers provided hereinbelow.

### **PASSWORD PROTECTION**

You shall not be entitled to avail the facilities without the use of a user name and password. You are responsible for maintaining the confidentiality of your password and account, and you shall not allow anyone else to use your password at any time. You are fully responsible for all activities that occur using your password or Account. You are requested to please notify [support@ecofy.co.in](mailto:support@ecofy.co.in) immediately of any unauthorized use or access of your password or Account, or any other breach of security. The Website will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

### **INTELLECTUAL PROPERTY RIGHTS**

This Website contains information, materials, including text, images, graphics, videos and sound (“**Materials**”), which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in these Materials are either owned by Ecofy or have been licensed Ecofy by the owner(s) of those rights so that it can use these Materials as part of this Website. Other than those Materials which belong to Third Parties, Ecofy retains copyright on all information, including text, graphics and sound and all trademarks displayed on this Website which are either owned by or licensed to Ecofy.

You shall not (a) copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), download, display, perform, reproduce, distribute, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any Materials contained on the Website. These restrictions apply in relation to all or part of the Materials on the Website; (b) copy and distribute this information on any other server or modify or re-use text or graphics on any system. No reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or web site, whether in hard copy or electronic format, including postings to any other web site; (c) remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from the web site; link to this Website; without our express written consent.

### **NO WARRANTY**

Although all reasonable efforts are made to ensure that information and content provided as part of this Website is correct at the time of inclusion on the Website, however there is no guarantee to the accuracy of the information. This Website makes no representations or warranties as to the fairness, completeness or accuracy of information. There is no commitment to update or correct any information that appears on the Internet or on this Website. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability

for their purposes prior to use or in connection with the making of any decision. Any use of this Website or the information is at your own risk. Neither Ecofy, nor its officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this Website or the information, or any website linked to this Website.

### **NO LIABILITY**

This Website is provided to you on an "as is" and "where-is" basis, without any warranty. Ecofy itself and third party providing information, Materials (defined later), facilities, or content to this Website, makes no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third party rights, with respect to the website, the information or any products or facilities to which the information refers. Ecofy will not be liable to you or any third party for any damages of any kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the site, including but not limited to, your use of this site or your inability to use the site, even if Ecofy has previously been advised of the possibility of such damages. Any access to information hosted on third party websites is not intended and shall not be treated as an offer to sell or the solicitation of an offer to buy any product/offering of third parties.

Ecofy shall have absolutely no liability in connection with the information and Material posted on this Website including any liability for damage to your computer hardware, data, information, materials, or business resulting from the information and/or Material or the lack of information and/or Material available on the Website. In no event shall Ecofy be liable for any special, incidental, consequential, exemplary or punitive damages or costs for any loss, arising out of or in connection with (a) the use, misuse or the inability to use this Website; (b) unauthorized access to or alteration of your transmissions or data; (c) statements or conduct of any third party on the site; or (d) any other matter whatever nature relating to this Website.

Further, Ecofy cannot always foresee or anticipate technical or other difficulties. The facilities may contain errors, bugs, or other problems. These difficulties may result in loss of data, personalization settings or other facilities interruptions. The Website does not assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

Ecofy shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained at this Website.

Notwithstanding any provision to the contrary, Ecofy's maximum aggregate liability to you under these Terms and Condition or otherwise for any loss in connection with the Website or a service shall be limited at INR 1,000 only.

### **MANNER OF USE OF PERSONAL INFORMATION**

All personal information including sensitive personal information provided/related to you, shall be stored/used/processed/transmitted expressly for the purpose or facilities indicated thereon at the time of collection and in accordance with the Privacy Policy. Other than those otherwise indicated and agreed by you, this Website does not collect or store or share your personal information. This is applicable to all the products and services provided by Ecofy. Therefore, for any of these purposes,

the Website will use Ecofy and their authorised third party vendors, agents, contractors, consultants or facilities providers (individually a ‘**Third Party Service Provider**’ and collectively, the “**Third Party Service Providers**”) and to that extent you understand and authorise Ecofy to share/transmit such information to Third Party Service Providers. Such sharing of information will be solely for the purpose to fulfill / complete / authenticate your specific requests/transaction execution and for providing information about any of Ecofy’s products or facilities or services or for data analytics or to deliver to you any administrative notices, alerts or communications relevant to your purpose (and which may include sending promotional emails or SMS or calls or any other mode permitted under law) or to analyze the usage and improve the facilities/solutions offered or for any research or troubleshooting problems, detecting and protecting against errors or to improve features, tailor the facilities on the Website to your interests, and to get in touch with you whenever necessary.

Except in the manner as stated in the Privacy Policy, the Website will not disclose your personal information with any third parties. Ecofy may receive any and all information pertaining to you, whether provided by you on this Website or available publicly, or otherwise, may be shared with Ecofy for the purposes of providing you with products offered / extended by Ecofy.

Ecofy shall send all communications to you by text messages, electronic mails, WhatsApp messages, push notifications and/or via other progressive technology in connection with your access to the Website, utilisation of the services and as part of our promotional and marketing strategy for products offered / extended by Ecofy. You agree to receive all messages, emails and/or WhatsApp messages including transactional messages from Ecofy and any third parties. Ecofy may use Third Party Service Providers to send alerts or to communicate with you. You authorize Ecofy and other entities providing third party services to override the DND settings to reach out to you over calls, SMS, emails, WhatsApp messages and any other mode of communication. To the extent permissible under Applicable Law, you agree that all documents, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

You may receive e-mails /communications/notifications from the Third Party Services Providers regarding facilities updates, information/promotional e-mails/SMS and/or update on new product announcements/services in such mode as permitted under law.

We may share your data with Third-Party Service Providers only for service delivery, regulatory compliance, or legal obligations, in line with the applicable Indian laws.

## **USE OF WEBSITE IN INDIA**

This Website is controlled and operated from India and there is no representation that the Materials/information are appropriate or will be available for use in other locations. If you use this Website from outside India, you are entirely responsible for compliance with all applicable local laws. There is no warranty or representation that a user in one region may obtain the facilities of this website in another region.

Information published on the Website may contain references or cross references to products, programs and facilities offered by Ecofy/third parties that are not announced or available in your country. Such references do not imply that it is intended to announce such products, programs or facilities in your country. You may consult your local advisors for information regarding the products, programs and services that may be available to you.



In your use of the Website, you may enter into correspondence with, purchase goods and/or facilities from, or participate in promotions of advertisers or members or sponsors of the web site, including those of Ecofy.

You agree that Ecofy has no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any third parties.

### **THIRD PARTY WEBSITES**

This Website may be linked to other websites on the World Wide Web that are not under the control of or maintained by Ecofy. Such links do not indicate any responsibility or endorsement on Ecofy's part for the external website concerned, its contents or the links displayed on it. These links are provided only as a convenience, in order to help you find relevant websites, facilities and/or products that may be of interest to you, quickly and easily. It is your responsibility to decide whether any facilities and/or products available through any of these websites are suitable for your purposes. Ecofy is not responsible for the owners or operators of these websites or for any goods or facilities they supply or for the content of their websites and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external web site to which this web site includes a link infringes the intellectual property rights of any third party).

### **USE OF COOKIES**

You agree and understand that the Website will automatically receive and collect certain anonymous information in standard usage logs through the Web server, including computer/computer resource-identification information obtained from "cookies" sent to your browser from a web server or other means as explained in the Privacy Policy.

We collect, store, and process your personal data in accordance with applicable Indian laws. We only collect data necessary for providing services, and we ensure appropriate security measures are in place to protect your information. By using this Website, you provide consent to data collection, processing, and usage as per our Privacy Policy. You may withdraw consent as per the mechanisms provided in the Privacy Policy.

### **USER RIGHTS**

According to the provisions of the Information Technology Act 2000 and rules made thereafter, the name and contact details of the Grievance Redressal Officer are provided below: -

**Name:** Ms. Corriena Rub

**Address:** Level 12, Birla Aurora, Century Bazaar, Dr. Annie Besant Road, Worli, Mumbai – 400030

**Email ID:** gro@ecofy.co.in

**Contact No:** 02269922000

If you have any query, concern, or complaint in relation to collection or usage of your Personal Information under our Privacy Policy, please contact us at Level 12, Birla Aurora, Dr. Annie Besant Rd, Worli, Mumbai-400030 or e-mail at support@ecofy.co.in

For exercising these rights, please refer to our Privacy Policy as available on our Website.

## **FACILITIES CHANGES AND DISCONTINUATION**

The Website reserves the right to discontinue or suspend, temporarily or permanently, the facilities. You agree that Ecofy will not be liable to you in any manner whatsoever for any modification or discontinuance of the facilities. The format and content of this Website may change at any time. We may suspend the operation of this Website for support or maintenance work, in order to update the content or for any other reason.

Ecofy, and its directors, employees, associates, or other representatives shall not be liable for any damages or injury, arising out of or in connection with the use, or non-use including non-availability of the Website and also for any consequential loss or any damages caused because of non-performance of the system due to a computer virus, system failure, corruption of data, delay in operation or transmission, communication line failure, or any other reason whatsoever. The Website will not be responsible for any liability arising out of delay in providing any information on the Website.

## **COMPLIANCE WITH THE LAW**

You agree that you will not:

Use 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 Website, or any portion of the Website.

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website, other than the search engines generally available by third party web browsers  
Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Website or the facilities.

Attempt to decipher, decompile, disassemble, or reverse engineer any of the software, comprising or in any way making up a part of the Website or the facilities.

You agree not to use the facilities for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

## **RESTRICTIONS ON COMMERCIAL USE OR RESALE**

Your right to use the facilities is personal to you; therefore, you agree not to resell or make any commercial use of the facilities. In addition, the Website welcomes your feedback as a user of the facilities. Any feedback you provide will become the confidential and proprietary information of the Website, and you agree that the Website may use in any manner and without limitation, all comments, suggestions, complaints, and other feedback you provide relating to the Website. The Website shall have a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use



feedback for any purpose, including but not limited to incorporation of such feedback into the Website or other Website software or facilities

### **NO ENDORSEMENTS**

All product and facilities marks contained on or associated with the facilities that are not the Website marks are the trademarks of their respective owners. The Website would require you to respect the same. References to any such names, marks, products or facilities of third parties or hypertext links to third party sites or information does not imply the Website's endorsement, sponsorship or recommendation of the third party, information, product or facilities.

### **PROMOTIONAL OFFERS**

You may receive from time to time, announcement about offers with intent to promote this Website and/or facilities/products of Ecofy ("**Promotional Offers**"). The Promotional Offer(s) would always be governed by these Terms and Conditions plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these Terms and Conditions, to the extent they may be in conflict with these Terms and Conditions. The Website reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

### **CHARGES FOR USE OF WEBSITE**

There are no charges or fees to be paid by you for use of this Website. However, you are responsible for all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider. You further agree to pay additional charges, if any levied by Third Party Service Provider(s), for the facilities provided by them through the Website (Additional Charges).

### **NO ENDORSEMENT**

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. The Website makes no effort to review the content of these web sites, nor is the Website or its licensors responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that the Website does not pre-screen content, but that the Website will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that is available via the facilities.

## **ELECTRONIC COMMUNICATIONS**

These Terms of Use and any notices or other communications regarding the Facilities may be provided to you electronically, and you agree to receive communications from the Website in electronic form. Electronic communications may be posted on the Website and/or delivered to your registered email address, mobile phones etc by Ecofy. All communications in electronic format will be considered to be in "writing".

Your consent to receive communications electronically is valid until you revoke your consent by notifying of your decision to do so to Ecofy. If you revoke your consent to receive communications electronically, Ecofy shall have the right to terminate the facilities.

## **ASSIGNMENT**

You shall not assign your rights and obligations under this Agreement to any other party. The Website may assign or delegate its rights and/or obligations under this Agreement to any other party in future, directly or indirectly, or to an affiliated or group company.

## **LEGAL DISCLAIMERS**

The information provided on or through the Website is for general guidance and information purposes only and they do not in any manner indicate any assurance or opinion of any manner whatsoever. Any information may be prone to shortcomings, defects or inaccuracies due to technical reasons. Certain information on Website may be on the basis of our own appraisal of the applicable facts, law and regulations in force at the date hereof.

The information (and opinions, if any) contained on the Website may have been obtained from public sources believed to be reliable and numerous factors may affect the information provided, which may or may not have been taken into account. The information provided may therefore vary (significantly) from information obtained from other sources or other market participants. Any reference to past performance in the information should not be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable for all categories of users. Hence, they should not be solely relied on when making investment decisions. Your investment or financial decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe Ecofy or any of its employees/authorized representative as having been in any way involved in your decision-making process. Any information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock or investment advice.

Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and Ecofy makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise. Information on this Website sourced from experts or Third-Party Service Providers. However, any such information shall not be construed to represent that they belong or represent or are endorsed by the views of the Ecofy. Any information provided or sourced from Third Party Service Providers belongs to them. Ecofy is an independent entity and such information from any Third-Party Service Provider is not in any manner intended or to be construed as being endorsed by Ecofy. The information does not constitute investment or financial advice or advice to buy or sell, or

to endorse or solicitation to buy or sell any securities or other financial instrument for any reason whatsoever. Nothing on the Website or information is intended to constitute legal, tax or investment advice, or an opinion regarding the appropriateness of any investment or a solicitation of any type. Investment in the securities market and any financial instruments are inherently risky and you shall always assume complete and full responsibility for the outcomes of all the financial or investment decisions that you make, including but not limited to loss of capital. You are therefore advised to obtain your own applicable legal, accounting, tax or other professional advice or facilities before taking or considering an investment or financial decision.

### **NO SOLICITATION**

No Information at this Website shall constitute an invitation to invest in Ecofy. These are meant for general information only or to meet statutory requirements or disclosures. Ecofy or any of its employees are in no way liable for the use of the information by you, when making any decision or investing or trading through any investment vehicles or any other third party which may be engaged in offering of these services.

The information contained on this Website does not represent and should not be used to construe (i) the terms on which a new transaction would be entered into by Ecofy, (ii) the terms on which any existing transactions could be unwound by Ecofy, (iii) the calculation or estimate of an amount that would be payable following an early termination of any past/existing transactions or (iv) the valuations given to any transactions by Ecofy in their books of account for financial reporting, credit or risk management purposes.

### **FORCE MAJEURE**

Ecofy and any of its Third Party Service Providers shall not be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, virus, other malicious computer code, hacking, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, acts of God, war, earthquake, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### **INDEMNIFICATION**

You agree to protect, hold harmless and fully compensate Ecofy and its subsidiaries, licensors, suppliers and facilities providers, employees, officers and directors, from any and all third party claims, liability, damages, expenses and costs (including but not limited to reasonable attorneys fees) caused by or arising from your use of the facilities, your violation of the Terms and Conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **NO WAIVER**

Ecofy or any of its Third-Party Service Providers and processor bank/merchants etc. shall not be deemed to have waived any of its/their rights or remedies hereunder, unless such waiver is in writing. No delay or omission on the part of Ecofy, in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **EXCLUSIVE AGREEMENT**

You agree that these Terms and Conditions are the complete and exclusive statement of agreement supersede any proposal or prior agreement, oral or written, and any other communications between you and Ecofy and its Third-Party Service Providers or processor bank/merchants relating to the subject matter of these Terms and Conditions. These Terms and Conditions, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and the Website and/or the processor bank.

### **TERM AND TERMINATION**

These Terms of Use shall remain in effect unless terminated in accordance with the terms hereunder (“**Term**”).

Ecofy may terminate your access to or use of the Website or any portion thereof, immediately and at any point, at its sole discretion if you violate or breach any of your obligations, responsibilities, or covenants or you engage in unlawful activities under these Terms and Conditions.

Upon termination under this Clause:

- a. the Website will “time-out”;
- b. you shall not be eligible to avail any features of the Website; and
- c. these Terms and Conditions shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon termination of your access to or use of the Website, you must immediately stop using the Website.

We reserve the right to terminate or restrict your access to the Website at any time, without prior notice, if we determine that you have violated these Terms and Conditions or applicable laws. You may also choose to discontinue the use of the Website at any time. Upon termination, your access to the Website’s facilities and services will be revoked.

### **GOVERNING LAW AND JURISDICTION**

The Website specifically prohibits you from usage of any of its facilities in any countries or jurisdictions that do not corroborate to all stipulations of these Terms and Conditions. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Delhi having exclusive jurisdiction.

These Terms and Conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Delhi, India for the resolution of all such disputes.

Within 30 (thirty) days of the issue of a notice of dispute, you and Ecofy shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) days period, you and Ecofy shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Delhi and the arbitration proceedings shall be conducted in the English language. We/You agree to keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts, or award unless required by applicable law. The decision of the arbitrator shall be final and binding on both. The cost of arbitration shall be borne in a manner as determined by the arbitrators. In the meantime, Ecofy/you shall bear our/your own cost for the arbitration which shall be reimbursed as per the directions in the arbitral award.

Notwithstanding any provision to the contrary, nothing in these Terms and Conditions shall preclude any of your rights under applicable laws.