

# TERMS AND CONDITIONS

## INTRODUCTION

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These Terms and Conditions govern your access to and registration on our Platform, and the use of Services made available by **Hijli Investment Advisors Private Limited**. The Platform is owned and operated by **Hijli Labs Private Limited**, which permits **HIAPL** to use the Platform in accordance with the terms of the arrangement between them.

While the Platform is owned, operated, or managed by Hijli Labs Private Limited (or other authorized service providers), we expressly acknowledge that all regulated financial activities, including the provision of Investment Advice and related Services, are performed solely by Hijli Investment Advisors Private Limited in its capacity as a SEBI-registered Investment Adviser. Hijli Labs Private Limited acts strictly as a technology provider and does not engage in, nor is it responsible for, any regulated investment advisory activities.

These Terms and Conditions constitute an electronic record under Section 2(t) of the Information Technology Act, 2000, and are published in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended or re-enacted from time to time. By accessing, using, or logging on to the Platform — even without availing any Service — you shall be deemed to have read, understood, and unconditionally accepted these Terms and Conditions. Your continued use of or access to the Platform constitutes your acceptance of these Terms and Conditions. If you do not agree, you are advised to discontinue use of the Platform and its Services.

We reserve the right to amend or modify these Terms and Conditions at any time in our sole discretion without prior notice. Any such amendment or modification shall take effect immediately upon being posted on the Platform, and your continued use of the Platform shall constitute acceptance of the updated terms. It is your responsibility to review these Terms and Conditions periodically.

For any queries or concerns, please contact us at [investment.advisor@handauncle.com](mailto:investment.advisor@handauncle.com)

## 1. DEFINITIONS AND INTERPRETATION

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### 1.1 Definitions

For the purposes of these Terms and Conditions, the following capitalised terms shall have the meanings set out below:

**1.1.1 "Applicable Law"** means any constitution, statute, law, regulation, ordinance, rule, judgment, order, decree, authorization, directive, guideline, policy requirement, or other governmental restriction, or any similar form of decision or determination by any Governmental Authority, as applicable to you and/or us.

**1.1.2 "CKYCR"** means the Central KYC Registry.

**1.1.3 "Communication Service"** has the meaning assigned to it under paragraph 4.1.

**1.1.4 "Companies Act"** means the Companies Act, 2013.

**1.1.5 "Content"** means, collectively, all text, images, information, data, software, graphics, video messages, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code.

**1.1.6 "Entity"** means any firm, company, corporation, trust, joint venture, consortium, partnership, or any other form of legal entity.

**1.1.7 "Execution Partner(s)"** has the meaning assigned to it under paragraph 6.1.

**1.1.8 "Financial Product"** means (a) Securities, and (b) any other financial instrument or investment product not regulated by SEBI, in respect of which we provide Services to you.

**1.1.9 "Force Majeure Event"** means any event or circumstance beyond our reasonable control, including without limitation, unavailability of communication systems, system breaches or viruses, fire, pandemic, epidemic, flood, catastrophe, explosion, acts of God, labour unrest, civil commotion, strikes, industrial action, riots, insurrection, war, national emergencies, acts of Governmental Authorities, computer hacking, unauthorised access to data and storage devices, computer crashes, technical errors, power shutdowns, and/or any change in Applicable Law affecting our ability to provide the Platform and/or Services.

**1.1.10 "Governmental Authority"** means (i) any central, state or sovereign government; (ii) any governmental agency, semi-governmental, judicial, quasi-judicial, regulatory, supervisory or administrative entity, department, court, tribunal, or political subdivision thereof; or (iii) any international organisation, agency, or authority (including any stock exchange or self-regulatory organisation) established under Applicable Law.

**1.1.11 "Group"** means any entity that is a holding company, subsidiary, associate, subsidiary of a holding company, investing company, or venturer of the company, as defined under the Companies Act.

**1.1.12 "Intermediaries"** has the meaning assigned to it under paragraph 6.3.

**1.1.13 "Intellectual Property"** means and includes all rights, titles, and interests, whether registered or unregistered, in and to any trade secrets, patents, copyrights, service marks, logos, business names, trademarks, trade names, know-how, designs, utility models, inventions, internet domain names, or other intellectual or industrial property rights worldwide, including any applications for registration thereof, moral rights, rights of privacy, and any equivalent rights in any jurisdiction.

**1.1.14 "Investment Advice"** means advice relating to investing in, purchasing, selling, or otherwise dealing in Financial Products, including advice on investment portfolios containing Financial Products, whether communicated in writing, orally, or through any other means, for the benefit of the user.

**1.1.15 "HIAPL" / "us" / "we"** means Hijli Investment Advisors Private Limited a company incorporated in India with its registered office at Om Chambers, 648/A, 4th Floor, Binnamangala 1st Stage, Indiranagar, Bangalore, Karnataka- 560038

**1.1.16 "KYC"** means a Know Your Customer check conducted in accordance with the Master Circular on Know Your Client (KYC) Norms for the securities market, issued by SEBI and as amended from time to time.

**1.1.17 "Platform"** signifies the websites, mobile applications, and technology interfaces owned and managed by HIAPL and/or through technology platforms owned, operated or managed by Hijli Labs Private Limited ("Hijli Labs") or other authorized service providers.

**1.1.18 "Privacy Policy"** means the privacy policy of HIAPL available at [\[Privacy Policy\]](#)

**1.1.19 "SEBI"** means the Securities and Exchange Board of India, established under the Securities and Exchange Board of India Act, 1992.

**1.1.20 "SEBI IA Regulations"** means the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

**1.1.21 "Securities"** has the meaning assigned to it under Section 2(h) of the Securities Contract (Regulation) Act, 1956.

**1.1.22 "Service(s)"** means one or more services (including but not limited to Investment Advice, implementation services, and wealth check-up services) extended by **HIAPL** to users through the Platform.

**1.1.23 "Terms and Conditions"** means these terms and conditions governing the Platform and the Services.

**1.1.24 "Third Party Service Provider(s)"** has the meaning assigned to it under paragraph 5.1.

**1.1.25 "Transaction File"** has the meaning assigned to it under paragraph 6.5.

**1.1.26 "user" or "you"** means any person visiting, accessing, or using the Platform and/or availing the Services offered on the Platform.

**1.1.27 "Website"** refers to [www.hijliadvisors.com](http://www.hijliadvisors.com) and includes any sub-domains, mobile sites, or specific pages unless explicitly excluded by their own terms.

## 1.2 Interpretation

- i. **"Include" / "including"**: Wherever the words "include", "includes", or "including" appear, they shall be read as being followed by "without limitation".
- ii. **References to the whole**: The words "hereof," "herein," "hereunder," and words of similar import shall refer to these Terms and Conditions as a whole.
- iii. **Singular / plural**: References to the singular shall include the plural, and vice versa.
- iv. **Gender**: References to the masculine, feminine, and neuter shall include each other.
- v. **Legislation**: Any reference to legislation or a provision thereof shall include such legislation as amended, supplemented, or re-enacted after the date hereof, including any subordinate legislation made thereunder.
- vi. **"Person"**: Any reference to "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, or Governmental Authority, whether or not having a separate legal identity.
- vii. **Materiality / reasonability**: Where **HIAPL** is expressed to have a right or obligation to make a determination as to materiality, reasonability, or possibility of any matter, such right shall be exercised in its sole and absolute discretion, unless otherwise specifically provided herein.

## 2. DISCLAIMERS BY HIAPL

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**2.1** We are registered under the SEBI IA Regulations as an investment adviser, bearing SEBI registration number **INA000021793** and IAASB enlistment number **2428**.

**2.2** The Platform and/or Services are provided on an "as is" and "as available" basis without warranty of any kind, whether express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. We disclaim all warranties, express or implied, as to the accuracy, timeliness, suitability, or completeness of any Content on the Platform.

**2.3** The information available on the Platform is intended for general informational purposes only and does not constitute personalised Investment Advice. You should not rely on it as the basis for any investment decision. To receive Investment Advice or other Services from us, you will be required to enter into a separate contractual agreement with us.

**2.3A** Access to the Platform shall not, by itself, constitute provision of “Investment Advice” under the SEBI (Investment Advisers) Regulations, 2013. Investment Advice shall be provided only pursuant to the execution of a separate written Investment Advisory Agreement between HIAPL and the user, in accordance with applicable SEBI IA Regulations.

No advisory services shall be deemed to have commenced unless risk profiling, suitability assessment, and execution of such Investment Advisory Agreement have been completed.

**2.4** Any Investment Advice delivered through the Platform is based solely on the inputs provided by you and is used at your own risk, following your own independent risk assessment.

**2.5** Any registration granted by SEBI, enlistment with the Investment Adviser Administration and Supervisory Body (IAASB), or certification from the National Institute of Securities Markets does not in any manner guarantee the performance of **HIAPL** or provide any assurance of returns to you.

**2.6** Certain Financial Products that we may advise upon may fall outside the regulatory purview of SEBI. In the event of any grievance relating to such Financial Products, no recourse with SEBI will be available to you.

**2.7** As part of our Investment Advice, we may periodically recommend modifications to your investment portfolio, including advice to buy, sell, or hold Financial Products. Where your portfolio deviates from internally determined thresholds, we may notify you to re-balance your portfolio. Such monitoring and notifications are provided at our discretion and may be suspended at any time without prior notice.

**2.8** Investment Advice provided by us does not imply or guarantee any assured returns, minimum returns, target returns, accuracy percentages, or any other representation suggesting that the advice is risk-free, immune to market risks, or capable of generating returns with any degree of certainty.

**2.9** Different categories of investments carry varying degrees of risk. Historical performance of Financial Products is not necessarily indicative of future results. You should not presume that any specific investment strategy will be profitable or appropriate for your portfolio.

**2.10** Where you avail Investment Advice from us, we shall not provide distribution services for Financial Products either directly or through our Group, provided that stock broking activities shall not be treated as distribution for the purposes of this paragraph. We will also not provide advisory Services for Financial Products to you if you are simultaneously receiving distribution services from us.

**2.11** We do not guarantee that: (i) the Platform or Services will meet your requirements; (ii) products, services, information, or materials sourced through the Platform will meet your expectations; (iii) results obtained from the Platform or Services will be accurate or reliable; (iv) Services described on the Platform are fit for any particular purpose; (v) there will be no data deletion, mis-delivery, or storage failure; (vi) identified defects will be corrected; (vii) the Platform will be free from viruses or malicious code; or (viii) the Platform will be free from infringement of third-party rights, lack merchantability, or be complete and of satisfactory quality.

**2.12** The information and data on the Platform do not constitute an offer or solicitation to buy or sell any Services outside of India. The Platform and/or Services may only be accessed from

India or from geographies where we expressly permit access. We reserve the right to restrict availability at any time, without notice.

**2.13** Acceptance of these Terms and Conditions does not obligate us to offer you any specific Service.

**2.14** The Services provided by us are non-exclusive. We are free to render similar services to other clients in the normal course of business and are not obligated to disclose any such relationships or associated fees.

**2.15** We and/or our representatives or agents may communicate with you from time to time through telephone, SMS, email, notifications, post, WhatsApp, bots, or in-person, including for promotional, transactional, or other informational purposes.

**2.16** We do not manage funds or securities on your behalf. Any amounts received from you are solely towards fees owed to us.

### **2.16A Conflict of Interest Disclosure**

HIAPL shall act in a fiduciary capacity and shall endeavour to disclose any actual or potential conflict of interest that may affect the provision of Investment Advice.

HIAPL earns consideration solely by way of advisory fees as agreed under the Investment Advisory Agreement and does not receive commissions, referral fees, embedded distribution compensation, or other monetary incentives in respect of direct plan investments facilitated through Execution Partners.

Any material conflict of interest, if identified, shall be disclosed to the user in accordance with SEBI IA Regulations.

**2.17** We may restrict access to certain parts of the Platform and/or Services for maintenance or other reasons at any time.

**2.18** We reserve the right to permanently or temporarily disable, terminate, suspend, or deny access to the Platform and/or Services, in whole or in part, without notice or liability, for any reason including breach of these Terms and Conditions or Privacy Policy, or where continued provision is no longer commercially viable, or on suspicion of false or incomplete information.

## **3. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS BY USERS**

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**3.1** By accessing, logging in, browsing, or using the Platform and/or availing the Services, you represent and warrant that:

- viii. You are a resident of India with tax residency in India, and are not a tax resident of any other country.
- ix. You are at least 18 years of age.
- x. You are acting as an independent user and are not a dependent spouse, child, or parent of any other user availing the Services.
- xi. You have the capacity to enter into a legally binding agreement under Applicable Laws.
- xii. You are not barred or legally prohibited from accessing or using the Platform or availing the Services under Applicable Laws or by **HIAPL**.
- xiii. Acceptance of these Terms and Conditions and the transactions contemplated herein do not conflict with or require any consent under (a) any Applicable Law, or (b) any agreement or instrument binding upon you.

- xiv. You are not listed on any prohibited or banned list maintained by any Governmental Authority.
- xv. All information provided by you in relation to any Service is true, correct, and accurate.
- xvi. All payments made by you through the Platform will be from your own personal bank account, or from a bank account in which you are the first holder of a joint account, and all funds shall be from legitimate sources.
- xvii. You are not a politically exposed person or a sanctioned person under any Applicable Law.

**3.2** By accessing, logging in, browsing, or using the Platform and/or availing the Services, you acknowledge and agree that:

- xviii. These Terms and Conditions, together with the Privacy Policy, constitute the entire legal framework governing your relationship with **HIAPL** in connection with the Platform and/or Services.
- xix. You are solely responsible for understanding and complying with all Applicable Laws in connection with your use of the Platform and/or Services.
- xx. You have neither received nor been induced by any rebates, gifts, or non-cash benefits (directly or indirectly) to access the Platform and/or Services.
- xxi. The information, statements, opinions, and materials on the Platform are for your private use only and are not intended for commercial purposes.
- xxii. The wealth check-up Service on the Platform does not constitute Investment Advice.
- xxiii. You will maintain the confidentiality of all information provided to you by us, including Investment Advice and login credentials, and will remain responsible for all activities on your account. You will not allow any other person to access your account.
- xxiv. You will pay all agreed fees in a timely manner.
- xxv. You have the experience and knowledge to understand investment risks, and prior to making any investment decision, you will (a) review all relevant scheme documents, (b) evaluate the accuracy and usefulness of any advice or information, (c) seek independent financial advice, and (d) conduct your own due diligence on prices and transaction amounts.
- xxvi. You will provide all information and documents required by **HIAPL** or any Third Party Service Provider for KYC compliance, risk profiling, and access to the Platform and/or Services. Such information and documents shall be retained by us until termination under paragraph 8.
- xxvii. You will promptly update us of any change in the information provided on the Platform and ensure it remains accurate and complete at all times.
- xxviii. You will confirm your risk profile promptly upon being notified by us.
- xxix. You will comply with all guidelines, instructions, and requests made by **HIAPL** or any Third Party Service Provider from time to time.
- xxx. You will not (a) use the Platform for illegal, offensive, or unlawful purposes; (b) attempt to compromise system integrity or security; (c) copy or transmit any part of the Platform or Services; or (d) impersonate any person or misrepresent your identity or affiliation.
- xxxi. You will not circumvent any data security measures or collect personally identifiable information of any user from the Platform for commercial purposes.

xxxii. You will not use automated systems such as "robots," "spiders," "scrapers," or "offline readers" to access the Platform or upload malicious software, or interfere with or bypass Platform access restrictions.

xxxiii. You will not use any software or device to automate access to or data retrieval from the Platform.

xxxiv. You will not engage in, encourage, or induce any conduct that would constitute a criminal offence, civil liability, or violation of Applicable Law.

xxxv. You will not attempt to gain unauthorised access to any portion of the Platform, its systems, or networks through hacking, password mining, or other illegitimate means.

xxxvi. You are fully aware of the procedures available for raising complaints or grievances with **HIAPL** and SEBI.

## 4. COMMUNICATION SERVICES ON THE PLATFORM

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**4.1** The Platform may include chat areas, educational web pages, blogs, and/or other communication facilities enabling you to communicate with the public or groups, or to post Content (collectively, "Communication Services"). You agree to use the Communication Services solely for appropriate purposes related to the particular Communication Service. By posting Content on a Communication Service, you acknowledge that such Content may become publicly disclosed, and you grant us an irrevocable, perpetual, non-exclusive licence to use, copy, display, and distribute such Content.

**4.2** While using a Communication Service, you will not:

xxxvii. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any person.

xxxviii. Post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful content.

xxxix. Upload files that (a) contain software or material protected by Intellectual Property laws or rights of privacy without proper authorisation; (b) contain viruses or corrupted files; or (c) may cause damage to any person's software or hardware.

xl. Advertise or offer to buy or sell goods or services for commercial purposes, unless specifically permitted by the Communication Service.

xli. Conduct or forward surveys, contests, pyramid schemes, or chain letters.

xlii. Download files posted by another user that you know cannot be lawfully distributed.

xliii. Falsify or delete author attributions, legal notices, or proprietary designations in uploaded files.

xliv. Restrict or inhibit any other user from using the Communication Services.

xlv. Violate any applicable code of conduct or Applicable Laws.

xlvi. Collect information about other persons, including email addresses, without their consent.

xlvii. Commercially exploit the Platform in any manner that results in a business loss to **HIAPL** or generates third-party revenue.

xlviii. Deceive or mislead any person about the origin of a message or knowingly communicate information that is patently false or misleading.

xliv. Use any web crawlers, robots, spiders, or similar automated tools to search, scrape, or disrupt the Communication Service without our prior written consent.

**4.3** We are not obligated to monitor the Communication Services. However, we reserve the right to: (i) review and remove any comments, materials, or messages at our sole discretion; (ii) disclose information in connection with the Communication Services to any Governmental Authority as required by Applicable Law; and (iii) terminate your access to any or all Communication Services at any time, without notice.

**4.4** You agree to exercise caution when sharing personal information in any Communication Service. We do not control or endorse any Content in the Communication Services and expressly disclaim liability for any consequences arising from your or any other person's participation therein.

**4.5** Content uploaded to a Communication Service may be subject to limitations on usage, reproduction, and/or dissemination as determined by **HIAPL**.

**4.6** You are solely responsible for the Content you post on the Platform. You must ensure that all Content complies with these Terms and Conditions and Applicable Laws, and does not infringe any person's legal rights.

**4.7** We take no responsibility for Content posted by you or any third party. We may review, edit, or delete Content that violates these Terms and Conditions or is offensive, illegal, or harmful. You agree not to use the Platform to host, upload, publish, transmit, or share information that:

- I. Belongs to another person without proper authorisation.
- ii. Is grossly harmful, harassing, defamatory, obscene, pornographic, libellous, threatening, abusive, hateful, racially objectionable, related to money laundering, gambling, or otherwise unlawful.
- iii. Relates to or harms minors in any manner.
- liii. Infringes, violates, or misappropriates any Intellectual Property.
- liv. Threatens the unity, integrity, defence, security, or sovereignty of India, or incites the commission of any cognizable offence.
- lv. Impersonates any person or entity, including **HIAPL**, its officials, directors, or employees.
- lvi. Forges headers or manipulates identifiers to conceal the origin of transmitted Content.
- lvii. Consists of Content you do not have the right to share under Applicable Law or any contractual or fiduciary obligation.
- lviii. Distributes unsolicited advertising, spam, chain letters, pyramid schemes, or other forms of solicitation.
- lix. Contains software viruses, malware, or any computer code designed to harm computer software, hardware, or telecommunications systems.
- lx. Interferes with or disrupts the Platform or any connected networks.
- lxi. Edits Content to wrongfully replace identities of individuals without consent.
- lxii. Violates any Applicable Laws, intentionally or otherwise.
- lxiii. Collects or stores personal data about other users.
- lxiv. Consists of images or Content of individuals shared without their knowledge or consent.
- lxv. Engages in reproduction, copying, selling, or commercial exploitation of any part of the Platform.

## **5. LINKS TO THIRD-PARTY PLATFORMS**

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**5.1** In rendering the Services, we may engage, outsource, or delegate certain functions to various service providers, registrar and transfer agents, affiliates, distributors, third parties, banks, financial institutions, Execution Partners, and such other entities as we may determine in our sole discretion ("Third Party Service Providers"). The Platform may contain links to platforms operated by such Third Party Service Providers. Such links are provided on an "as is" and "as available" basis, and we advise you to review the terms and policies of any Third Party Service Provider before engaging with them.

**5.2** Content, materials, products, and opinions offered by Third Party Service Providers are not verified or monitored by us for accuracy, adequacy, completeness, or compliance with Applicable Laws. We make no warranties and accept no liability in relation to the same.

**5.3** You acknowledge and agree that you access Third Party Service Providers at your own risk. We shall not be responsible or liable, directly or indirectly, for any damage or loss caused by your use of or reliance on any Third Party Service Provider.

## **6. IMPLEMENTATION SERVICES**

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**6.1** We may facilitate the implementation of Investment Advice through various execution platforms, including platforms offered by BSE StAR MF, MF Central, ONDC ("Execution Partner(s)"). You may opt to avail such implementation services at your own discretion.

**6.2** We will facilitate implementation of Investment Advice only through direct schemes/products, wherever available, in the securities market.

**6.3** At your request, we may also refer you to service providers, stock brokers, or other intermediaries or financial institutions (collectively, "Intermediaries") who may facilitate implementation of any Investment Advice. You shall independently evaluate the services and capabilities of any referred Intermediary, and may directly engage them at your sole discretion. We shall not be held liable for the services rendered by any Intermediary or for any errors of judgment, omission, or commission on their part.

**6.4** We will not receive any funds in our bank account in the course of implementing Investment Advice. Investment amounts shall be transferred directly to the relevant asset management company's bank account.

**6.5** By opting for implementation services through Execution Partners, you agree:

lxvi. To authorise us to use the Execution Partners solely to process and transmit your execution instructions for purchasing, redeeming, switching, selling, or other transactions in respect of any Financial Product, as instructed by you.

lxvii. That submission of a transaction request through your account on the Platform shall not constitute acceptance of the transaction by the Execution Partners. Transactions may be rejected if not in compliance with the scheme information document of the relevant Financial Product or for any other reason deemed appropriate by the Execution Partners, the relevant asset management company, or any Third Party Service Provider.

lxviii. That in cases where units of a Financial Product have been credited to you but the corresponding bank or payment transfer was not completed, we shall have the right to take all appropriate action to recover the amounts owed.

lxix. That instructions given by you for transacting in Financial Products will be forwarded by the Execution Partners to the relevant asset management company or registrar and transfer agent in an electronic format ("Transaction File"), and such entities shall process the transaction on the basis of such Transaction File.

lxx. That we shall not be accountable for verifying the authenticity, content, source, or accuracy of any transaction or its completion.

lxxi. To the electronic transmission of data through our Platform.

**6.6** Neither we nor our Group companies charge any consideration, including commission or referral fees (whether embedded, indirect, or by any other name) for implementation or execution services.

## **7. USER ACKNOWLEDGEMENT**

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**7.1** You acknowledge that **HIAPL**, acting as a fiduciary under Applicable Law, will undertake appropriate due diligence in providing the Platform and Services to you. Accordingly, **HIAPL** shall ensure that all such arrangements are conducted on an arm's length basis.

## **8. TERMINATION**

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These Terms and Conditions shall remain binding on you for as long as you use the Platform or avail our Services. Deletion of the Platform application shall not extinguish your responsibilities under these Terms and Conditions if any Services remain active.

If you wish to cease your access to the Platform and/or Services, or do not agree with these Terms and Conditions, you shall provide us a written notice of thirty (30) days at **investment.advisor@handauncle.com** and thereafter delete your account on the Platform.

We may withdraw or terminate the Platform or Services immediately, without prior notice, in the event of a breach of these Terms and Conditions by you, or upon becoming aware of your death, bankruptcy, or lack of legal capacity.

## **9. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY RIGHTS**

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**9.1** **HIAPL** and/or its Group are the sole and rightful owners of all Intellectual Property rights in the Platform and/or Services (other than any Intellectual Property owned and controlled by a Third Party Service Provider). Third-party Content appearing on the Platform is the property of its respective owners, and we assert no rights in relation to the same. Such Content is used with permission or under fair use provisions in accordance with Applicable Laws.

**9.2** You agree not to register, use, copy, reproduce, or file in your name or any other person's name any Intellectual Property belonging to us and/or our Group.

**9.3** Access to the Platform or availing the Services does not authorise you to reproduce, transmit, copy, download, modify, publish, circulate, or exploit any Content on the Platform, including text, photographs, graphics, video, audio, financial data, research, recommendations, and opinions. All such Content is protected by copyright in favour of us (other than third-party Intellectual Property).

**9.4** The software and hardware supporting the Platform are our exclusive property or that of our Group. Access to the Platform does not grant you any proprietary or ownership rights therein. You shall not attempt to modify, disassemble, decompile, reverse engineer, or create derivative works based on the software or hardware. You are solely responsible for procuring and maintaining all equipment and connectivity required to access the Platform.

## **10. INDEMNITY**

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Without prejudice to any other rights or remedies under Applicable Laws, you agree to indemnify, defend, and hold harmless **HIAPL**, its affiliates, Group companies, directors, officers, employees, agents, controlling persons, representatives, and all third parties providing services to us in connection with the Platform and/or Services, from and against any and all liabilities (including claims, losses, penalties, damages, suits, and legal expenses) arising from: (i) any breach of Applicable Laws, these Terms and Conditions, and/or the Privacy Policy by you; (ii) negligence, wilful default, misrepresentation, fraud, or misconduct under these Terms and Conditions; (iii) inaccurate or incomplete disclosures provided by you; (iv) your use or misuse of the Platform and/or Services; or (v) claims by any third party arising out of or in connection with your use of the Platform and/or Services.

## **11. LIMITATION OF LIABILITY**

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**11.1** To the maximum extent permitted by Applicable Laws, **HIAPL**, its affiliates, Group companies' officers, directors, employees, contractors, agents, and licensors shall not be liable for any direct, special, indirect, incidental, consequential, punitive, or exemplary damages — including loss of opportunities, data, revenues, anticipated profits, business, or goodwill — arising out of or relating to:

- Ixxii. Your use of, or inability to use, the Platform and/or Services.
- Ixxiii. Inaccessibility or unavailability of the Platform and/or Services, including for maintenance purposes.
- Ixxiv. Errors of judgment, action, omission, or commission in the course of Services rendered by us in good faith.
- Ixxv. Failure to review updated Terms and Conditions periodically.
- Ixxvi. Breach of these Terms and Conditions.
- Ixxvii. Termination, suspension, or freezing of your account.
- Ixxviii. System failures, bugs, viruses, malware, interruptions, hacking, or technical flaws in the Platform.
- Ixxix. Depletion in the value of assets under advice, by reason of fluctuation in asset value, non-performance or under-performance of Financial Products, delays in payments, or market conditions.
- Ixxx. Actions, omissions, or errors on the part of any Third Party Service Provider, Execution Partner, or Intermediary.
- Ixxxi. Delays, errors, defects, failures, or interruptions at the end of Third Party Service Providers, Execution Partners, or Intermediaries, including insufficient funds in your account, technical issues, or rejection of your instructions.
- Ixxxii. Use of or reliance on any Content, products, or services offered by any Third Party Service Provider.
- Ixxxiii. Failure to maintain confidentiality of Content posted on the Platform.
- Ixxxiv. Non-availability of SMS, email, or push notification services.
- Ixxxv. Misuse of your login credentials or any action carried out by you.
- Ixxxvi. Any interactions with another user in connection with the Platform.

**11.2** Notwithstanding anything to the contrary herein, the aggregate liability of **HIAPL** and its Group shall be limited to the fees actually paid by you to us (excluding taxes and out-of-pocket expenses) for use of the Platform and/or Services, regardless of the legal basis of the claim.

## 12. ADVISORY FEES AND PRICING

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**12.1** To be eligible for a complimentary investment advisory period ("Complementary Period"), you shall complete the onboarding process on the Platform, including risk profiling, assessment, and execution of the investment advisory agreement. Post the Complementary Period, advisory fees shall be applicable in accordance with the terms of the investment advisory agreement. Please refer to [Advisory Pricing](#) for details of advisory fees applicable post the Complementary Period.

**12.2 Refund Policy:** Advisory fees are non-refundable in nature. **HIAPL** shall not be obligated to refund advisory fees if you discontinue the Services or terminate the investment advisory agreement. Notwithstanding the foregoing, in the event of premature termination of the investment advisory agreement or interruption of Services, you may be entitled to a proportionate refund of fees for the unexpired period (if applicable), subject to the terms of the investment advisory agreement.

## 13. ASSIGNMENT

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Your rights and obligations under these Terms and Conditions may not be transferred or assigned by you to any third party.

We reserve the right to assign or transfer our rights and obligations under these Terms and Conditions, in whole or in part, to any third party without restriction or prior notice to you.

## 14. FORCE MAJEURE

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We shall not be liable for any delay or failure to perform our obligations under these Terms and Conditions, or to provide the Services, if such performance is prevented, hindered, or delayed by a Force Majeure Event. Our obligations shall be suspended for so long as the Force Majeure Event continues.

## 15. GOVERNING LAW AND JURISDICTION

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These Terms and Conditions shall be governed by the laws of the Republic of India. You agree to submit to the exclusive jurisdiction of the courts in Bangalore, India, for resolution of any dispute arising out of or in connection with these Terms and Conditions.

## 16. NOTICES

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**16.1** All notices and communications to us shall be made in writing and sent by courier, certified mail, or electronic mail to: Om Chambers, 648/A, 4th Floor, Binnamangala 1st Stage, Indiranagar, Bangalore, Karnataka- 560038, or by email to [investment.advisor@handauncle.com](mailto:investment.advisor@handauncle.com). Notices shall be deemed received upon actual receipt by us.

**16.2** All notices to a user shall be effective if sent by courier, certified mail, or email to the last-known address or email provided by the user, or by posting such notice on a publicly accessible area of the Platform. A notice sent to a user shall be deemed received: (i) upon our demonstration that the communication has been sent; or (ii) immediately upon posting on a publicly accessible area of the Platform.

## 17. ENTIRE AGREEMENT / SEVERABILITY

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**17.1** These Terms and Conditions, together with the Privacy Policy, constitute the entire agreement between you and us in respect of the Platform and Services.

**17.2** Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such prohibition or unenforceability in that jurisdiction, without invalidating the remaining provisions or affecting the provision in any other jurisdiction.

## **18. COOKIES AND TECHNOLOGY TOOLS**

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**18.1** We use cookies and technology tools on our Platform for analytical purposes, to offer financial tools and Investment Advice, to deliver personalised Content, and to enhance user experience. You acknowledge that you have read and understood the provisions relating to cookies in our Privacy Policy.

## **19. USAGE OF PERSONAL INFORMATION**

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**19.1** When accessing the Platform and/or availing the Services, you will be required to provide personal data and sensitive personal data or information. You acknowledge that we may also obtain information about you from other service providers, depositories, account aggregators, financial institutions, and/or governmental agencies for the purposes of providing the Platform features and/or Services.

**19.2** You consent to us downloading your information from CKYC for the purpose of completing KYC checks. You undertake to register your information with CKYCR through us, unless your information is already updated with CKYCR.

**19.3** You consent to our use of your information for providing access to the Platform and/or Services. Your information will be collected, stored, processed, disclosed, and used in accordance with our Privacy Policy. In the event of any conflict between these Terms and Conditions and the Privacy Policy, the terms of the Privacy Policy shall prevail.

**19.4** You grant your specific consent to us to use, process, transfer, disclose, and share your information: (i) with entities forming part of our Group, Execution Partners, asset management companies, registrar and transfer agents, distributors, banks, and other Third Party Service Providers; and (ii) with any Governmental Authority as required under Applicable Laws — in each case, in accordance with our Privacy Policy.

**19.5** You agree that certain user information may be displayed, automatically or otherwise, upon logging into your account on the Platform or initiating any transaction on the platform of any Third Party Service Provider or Execution Partner.

**19.6** You acknowledge that if you do not provide consents required for collection, storage, processing, sharing, or use of your information as required by us under Applicable Law, we may, at our sole discretion, not provide or cease to provide access to the Platform and/or Services.

**19.7** You may revoke or withdraw your consent in the manner provided in our Privacy Policy. If you do so, you must promptly (i) cease to access the Platform and/or Services; and (ii) settle all outstanding amounts owed to us in full.

**19.8** Any request for deletion of information shared with us will be handled in accordance with our Privacy Policy.