

TERMS OF USE
(Updated on May 29, 2021)

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the <https://joinflow.club/>

Flow is an online tool for helping people invest their money, operated by Solenya Investment Technologies Private Limited ("**Company**"), a private limited company having its registered office at House Number 456, C/o Sowmini Sowparnika, Pudiyanam PO Palakkad, Kerala-678 545, India (hereinafter referred to as "**We**", "**Us**", "**Flow**" or "**Our**" which expression shall mean and include its affiliates, successors and permitted assigns). Your ("**You**" or "**Your**" or "**User**") use of the Platform (defined below) is subject to the notices, terms and conditions set forth in these Terms of Use. The domain name "**https://joinflow.club**" ("**Website**") and mobile application "Flow app" ("**Flow App**") is owned by Company. The Website and Flow App is hereinafter collectively referred to as the "**Platform**". Your use of the Platform is governed by the following terms and conditions ("**Terms of Use**") as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. You acknowledge and agree that You shall be subject to the policies that are applicable to the Platform and by mere use of the Platform, You shall be contracting with Company and these terms and conditions, including the policies, constitute Your binding obligations with Company.

By mere use of the Platform, You agree to be subject to the applicable rules, guidelines, policies, terms, and conditions and the same shall be deemed to be incorporated into this Terms of Use and be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. We will notify You of any material updates / changes from time to time. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

ACCESSING, BROWSING OR OTHERWISE USING THE PLATFORM INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS IN THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE PROCEEDING. YOU DECLARE YOUR WILLINGNESS TO ABIDE AND BE BOUND BY THESE TERMS OF USE THROUGH YOUR USE OF THE PLATFORM. IF YOU DO NOT AGREE WITH THE TERMS OF USE, PLEASE DO NOT USE THIS PLATFORM. THESE TERMS OF USE WILL BE EFFECTIVE IMMEDIATELY UPON YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS, YOUR USE OF OUR PLATFORM BEING INDICATIVE OF SUCH ACCEPTANCE. THESE TERMS OF USE SHALL BE ENFORCEABLE AGAINST YOU IN THE SAME MANNER AS ANY OTHER WRITTEN AGREEMENT.

1. What we do

We provide Users of the Platform with access to certain content and services, which may include, without limitation, services such as budget management and distribution of mutual funds ("**Services**").

2. **Registration**

You can access the Platform without registering for an account. However, to use several features, You will need to register and create a profile with accurate and complete information. Your profile must be your own or of a person or entity You are entitled to represent and You shall not use or provide any information that is offensive or that violates any third party's rights.

In order to use certain aspects of the Service, You will have to register for the Service and create an account (**User Account**). When creating Your account for the Service, You agree to provide true, accurate, current, and complete information. You further agree to maintain and update Your personal information as needed to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. If You have reason to believe that Your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your ID, password, or any credit, debit or charge card number), You agree to immediately notify Us. You may be liable for the losses incurred by Us or others due to any unauthorized use of Your User Account.

Account de-activation: You can choose to de-activate Your account on the Platform by notifying support@joinflow.club. Please note that any cancellation / deactivation of Your account shall be subject to the payment terms applicable to You.

3. **User Data**

The Platform allows You to submit, store, and access certain personal data and the details of Your investments, transactions in the schemes of the mutual funds such as (collectively, **User Data**).

By submitting User Data to Company, You hereby grant, and represent and warrant that You have all rights necessary to grant, all rights and licenses to the User Data required for Company and its subcontractors and service providers to provide the Services, including without limitation, features of the Services that enable You to share certain User Data with third parties through our Service. If Company shares or publicly discloses information (e.g., in marketing materials, or in application development) that is derived from User Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific individual or the User. You further agree that Company will have the right, both during and after the term of these Terms, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.

In connection with User Data, You hereby represent, warrant, and agree that: (a) You have obtained the User Data lawfully, and the User Data does not and will not violate any applicable laws or any person or entity's proprietary or intellectual property rights; (b) the User Data is free of all viruses, trojan horses,

and other elements that could interrupt or harm the systems or software used by Company or its subcontractors to provide the Service; (c) all User Data has and will be collected by You in accordance with a privacy policy that permits Company to share, collect, use, and disclose such User Data as contemplated under these Terms of Use (including without limitation, by enabling You to share certain User Data with third parties through the Platform), and if required by applicable law, pursuant to consents obtained by You to do each of the foregoing; (d) You are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to User Data provided hereunder; (e) Company may exercise the rights in User Data granted hereunder without liability or cost to any third party; and (f) the User Data complies with the terms of these Terms of Use. For purposes of clarity, Company takes no responsibility and assumes no liability for any User Data, and You will be solely responsible for its User Data and the consequences of sharing it hereunder.

In the event that User Data is disclosed to or accessed by an unauthorized party, Company will promptly notify You and use reasonable efforts to cooperate with Your investigation of the incident. Company will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. You are solely responsible for backing up Your User Data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of Your User Data.

You own all right, title and interest (including all intellectual property rights) in and to Your User Data. Following Your use of the Services, You may submit a written request to the Us to remove from the Our systems any User Data consisting of personally identifiable information and following the receipt of such request, We shall promptly delete any such personally identifiable information from its systems. We shall provide to You a copy of Your User Data promptly following Your written request for such User Data.

You shall not host, display, upload, modify, publish, transmit, update or share any information that: (i) belongs to another person and to which You do not have any right; (ii) is grossly harmful, harassing, libelous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, otherwise unlawful in any manner whatsoever; (iii) harms minors in any way; (iv) infringes any patent trademark, copyright or other proprietary rights; (v) violates any law for the time being in force; (vi) deceives or misleads the Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (vii) impersonates another person; or (viii) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with friendly states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. You understand that any content You find on or through the Platform is the sole responsibility of the person who originated such content. You confirm that You are not relying on Company to, and that You understand that We do not, endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content or communications posted via the Platform or endorse any opinions expressed on the Platform. You understand that Your content may be republished and if You do not have the right to submit content for such use, it may subject You to liability, and that Company will not be responsible or liable for any use of Your content by Company in accordance with these Terms of Use.

4. Description of the Service

The Company shall through its Website / Flow App enables You to track Your expenditure and savings and educates You of possible avenues to park Your savings, at Your own risk. The Company shall use the information You provide to provide information regarding opportunities to park Your savings including in the form of one or more suitable mutual fund Schemes provided by Asset Management Companies (AMC) / mutual funds. The Company has procured a license for distributing mutual funds and our recommendations will include mutual fund that we are authorized to distribute. The Company may receive commission for Your investment in such mutual funds that are distributed by Us.

All investment decisions shall be made at Your sole discretion. You are free to choose mutual funds You want to invest in. Providing information regarding mutual funds on the Flow App or Website does not amount to investment advisory services.

You shall not use the Platform or Services for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform or Service or features that prevent or restrict use or copying of any content or enforce limitations on use of the Flow App or the content therein.

Except for the Services explicitly provided, We do not provide, control or endorse any third party information, products or services in any manner whatsoever, even if such third party information, products or services are displayed / featured on the Platform.

You hereby represent and warrant that You shall make use of the Platform /Service as a prudent, reasonable and law-abiding citizen of India. We shall not be responsible for any delay or failure in processing any transaction or any request whatsoever resulting from infrastructure issues, like server uptime, network availability and connectivity.

You shall notify Us of any material change in Your situation and / or profile and We would rely on the most recent information provided by You.

We do not take the responsibility, liability and undertake the authenticity of the figures calculated on the basis of calculator provided herein for calculations towards prospective investments. The data content provided is obtained from sources considered to be authentic and reliable. However, We shall not be responsible for any error or inaccuracy or for any losses suffered on account of information.

We have the sole authority and right to reject a customer's request to open an account with Us. We may at its discretion choose to disclose or not disclose the reason for not opening such account. We may also reject / suspend / freeze customer's request to open or operate his or her account on directions received from regulatory or government bodies and authorities.

The calculators / tools / planners are designed to assist You in determining the appropriate amount. These calculators / tools / planners alone are not sufficient and shouldn't be used for the development

or implementation of an investment strategy. You are requested to make Your investment decisions at Your own will.

You hereby authorize Us to share with mutual fund, AMC, RTAs and the trustees, Your signature available on the records of the KYC Registration Agency (KRA) or CKYC for authenticating and processing my requests.

The User hereby confirms and acknowledges that the information provided by the User hereunder or thereafter after the login to the Platform may be used by Us for marketing purposes and cross selling purposes. The User hereby declares that all amount invested in the schemes through the Platform shall be through his / her own legitimate source / bank account only and the said investments do not contravene any Act, rules, regulations, notifications or directives of the provisions of the Income Tax Act, anti-money laundering laws, anti-corruption laws or any other applicable laws enacted by the Government of India from time to time.

The User hereby agrees and acknowledges that he / she has not received nor have been induced by any rebate or gifts, directly or indirectly in making this investment. The User confirms that the funds invested in the scheme, legally belongs to the User. The User understand that if any investment is made through any third party account then the same is liable to be rejected by Us or the AMC.

The User hereby gives his / her consent to share / provide the transactions data feed / portfolio holdings / NAV etc. in respect of his/her investments under direct plan of all schemes to Us. In view of services received by the User under this Terms of Use, the User hereby authorize and consent to Us, AMC and Mutual Fund to share, disclose or transfer my / our personal data and information including the details of his / her investments and transactions in the schemes of the mutual fund with the investment advisor. This information may be disseminated by the AMC / mutual fund to the investment advisor and the same shall be solely used by the advisor for the purpose of collating Your / Our portfolio details under the said financial services advisory / execution agreement.

The User hereby agrees to indemnify, defend and hold harmless the AMC / mutual fund against any regulatory action, damage or liability that they may suffer, incur or become subject to in connection thereof or arising from sharing, disclosing and transferring of the details of his / her investments and transactions in the schemes of the mutual fund with the investment advisor by Us/ AMC/ mutual fund.

Any information contained in the Company brochures or other materials or otherwise communicated by The Company shall not be construed as investment advice and that all decisions to purchase or sell units made by You shall be on the basis of personal judgment arrived at after due consideration. The Company does not in any manner:

- Guarantee payments on any units; or
- Guarantee liquidity of any units; or
- Make any offer to buy back any units; or
- Guarantees the redemption or repayment of any units on maturity; or

- Guarantees the payments of interest or dividend; or
- Promise, indicate or guarantee any returns; or
- Guarantee any good delivery; or
- Subscribe to units of mutual funds on behalf or in name of User or collects payments from user for the units so purchased by User for remitting it further to the AMCs; or
- Receive any account statement from mutual funds/AMCs, on behalf of or in the users name pertaining to the units; or
- Redeem /sell the units held by User or on its behalf or in its name; or
- Unilaterally instruct the mutual fund and/or the corresponding AMCs with regards to nomination/changes in investments plan/any other changes; or
- Sign any document on behalf of or in the name of User for purchase, sale or redemption of units; or
- Collect, receive and / or give receipts and discharges for any sum including dividend, interest or income arising from the units and does not sign and/or endorse dividend and interest warrants on Your/Our behalf or in Your/Our name; or
- Correspond with or gives notice to the mutual fund/AMCs on behalf of or in the name of User, except for transmission of transactions done or purported to be done by User on the online technology platform.

The Company does not make any promises to the User basis the graphical representation provided on the Website. The data collected from You to calculate the prospective investments amount is in relation to the past investment history of the User and shall not be construed as an authoritative advice to the User. The Company does not offer any advice and nothing herein or on the Company Website shall be construed as investment advice by User.

Any sum invested through the Company registered account is not a deposit with the Company and is not bank insured. The same is not endorsed or guaranteed and does not constitute obligations of the Company or any of the subsidiaries associates or affiliates companies whose role is only as described in the Terms of Use. Investments in mutual funds are subject to market risks, including the possible loss of principal amount invested. The value of the units purchased or not purchased will fluctuate. If You redeems the units/shares purchased, You may receive more or less than what You have/had paid depending upon NAV of the units in the fund or trust at the time of redemption. Past results are not a guarantee to future performance. Past performance may or may not be sustained in the future.

5. Payment

Certain features and services available on the website are accessible only upon payment. The consideration for the Services and any other charges due from You shall be as per the rates in effect at the time at which it is charged. The Services may differ geographically and the plans and pricing may also vary with time and place. We reserve the right to introduce or remove plans and pricing from time to time. When You purchase a Service, You must provide Us with complete and accurate payment information thereby authorizing Us to charge You for the Service availed. In the event of failure to remit the payment, access to the Service shall not be commenced or shall stand terminated. We will attempt

to take the first payment straight away and Your access to the Services will start as the assigned date provided the payment has been successfully processed.

Information submitted or collected on the Platform or pursuant to the use of the Services is stored in a database. Specifically, We store the username, name, e-mail address, contact number and payment information such as credit card details, for continued and uninterrupted services. You may update Your payment information at any time by visiting Your profile page. We use the services of third party payment service providers to process Your payment and share the payment information and other identifiers with such third parties in accordance with their terms and conditions. Accordingly, Your payments to Us through such third party services shall be in accordance with the terms and conditions of adopted and implemented by such service provider, and we shall not be responsible for any failed or incomplete fulfilment of any payment instructions issued by You through such service provider or any actions taken by You in respect of the same. At the time of payment, Your bank or other third party payment intermediaries may charge You currency conversion fees, bank charges and other transaction fees which shall be payable by You.

All payments should be through legitimate source and should be in compliance with the policies and guidelines laid down by RBI, NPCI, SEBI, or any other regulatory body.

When You make investment at Platform, the investment amount goes directly to the mutual fund basis Your selection. At no time do We receive the investment amount. We do not have any role to play in the investments that a mutual fund makes in the market. Upon making such investment, You enter into bilateral contract with the mutual fund house or AMC. You understand that mutual fund investments are subject to market risk. You should read all offer documents including the scheme information document, key information memorandum and addenda for all the mutual fund schemes that You invest. By Investing in a mutual fund scheme, it is deemed that You have read the offer document and are comfortable with the terms laid down in such offer document.

Upon investment, units are allocated by mutual funds as per applicable NAV, which is not under Our control. We do not warrant that the calculation of NAV and units allotted by mutual funds are correct. In case You notice any discrepancy, Our customer support team shall help You resolve the query through AMC

Access to the Services commences immediately on the realization of payment of the fees, and there can be no cancellation once access to the Services is active.

You may view Your past payments and invoices, if any, on the Platform. Invoices for payments will also be delivered to the e-mail address registered with Us upon successful payment.

The payments made to Us shall be inclusive of all taxes payable by Us including Goods and Services Tax payable in India, if any. All invoices are payable in Indian Rupees or any other currencies that we may bill You in based on the country You are located in. If there are any withholding taxes in respect of payments made to Us applicable to Your jurisdiction, the billing shall be deemed to have been grossed up by an

amounts such that after deduction of such applicable taxes, We receive the same amount from You as We would have received had there been no such withholding or deduction.

All payments made hereunder are non-refundable.

6. Representations and Warranties

You hereby represent and warrant:

- a. That You have the right, authority, and capacity to enter into this Terms of Use on Your own behalf and on behalf on any entity for whom You are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of Your participation violates provisions of the law to which You are subject, You will cease using the services and close Your account;
- b. That You are at least 18 (eighteen) years old and competent to execute and perform into any agreement You enter into through Our Platform;
- c. That You shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason;
- d. That You shall not use a user ID name that is subject to any rights of a person other than yourself without appropriate authorization;
- e. That You shall comply with the terms and conditions stipulated in this Terms of Use;
- f. That You shall be solely responsible for maintaining the confidentiality of Your password;
- g. That all the representations made by You to Us including in accordance with these terms and conditions are true, correct and complete and that You will update Your registration information with Us as needed so that it remains true, correct and complete; and
- h. That You will conduct yourself in a professional manner in all Your interactions with any other user.
- i. That Your usage of the Platform will not, in any manner, directly or indirectly, violate terms of any contractual arrangement binding on You.

7. Emails, Newsletters and Notifications

If You wish to subscribe to Our newsletter(s) or receive notifications or e-mails from Us, We will use Your name and latest e-mail address provided by You in this regard. However, You may choose to stop receiving Our newsletters by following the instructions to unsubscribe as included in these e-mails or You can contact Us at support@joinflow.club.

8. Intellectual Property

This Platform is operated by and is the sole property of Company. Any and all material on this Platform, including images, illustrations, audio and video clips, trade names, proprietary information and knowledge, technology, databases, or rights with respect thereto necessary for Our business as is now being operated are protected by copyrights, trademarks, and other intellectual property rights that are owned by Us or by other parties that have licensed such material to Us, or such parties having ownership of content uploaded on the Platform. You agree that any and all material displayed on the Platform is solely for Your personal use and You shall not, whether directly or indirectly, copy, reproduce, republish, post, upload, transmit or distribute such material in any manner and through any media including by way

of e-mail or other electronic means and You shall not assist any other person in doing so. Modification of the said materials or use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal use is a violation of the said copyrights, trademarks and other intellectual proprietary rights, and is expressly prohibited. Company grants to You a temporary, non-exclusive, revocable, non-transferable limited license to use the Platform for Your own use. All right, title, and interest in and to the Platform (excluding content uploaded specifically by a user) is and will remain the exclusive property of Company and/or its licensors.

You agree that these Terms of Use do not entitle You to any support, upgrades, updates, add-ons, patches, enhancements, or fixes for the Platform (**Updates**). We may, however, occasionally provide automatic Updates to the Platform at its sole discretion (and without any advanced notification to You). Any such Updates shall become part of the services and subject to these Terms of Use.

From time to time, we test various aspects of our Platform, including our website, user interfaces, service levels, plans, promotions, features, availability of content, delivery, and pricing, and we reserve the right to include You in or exclude You from these tests without notice.

Company shall have no obligation to monitor or enforce any intellectual property rights that may be associated with the content provided by You on the Platform.

If You are a copyright owner or an agent thereof and believe that any content on the Platform infringes upon Your rights, You may contact support@joinflow.club and provide details requested in regards to such infringement.

9. Prohibited Uses

The Platform may be used only for lawful purposes. Company specifically prohibits any use of the Platform for and You agree not to use the Platform for any of the following purposes:

- a. Modifying, publishing, storing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material contained on the Platform, in whole or in part, without Our prior written consent; or
- b. Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in the content and any material and documentation provided on the Platform by other Users or Company to any third party;
- c. Providing use of the content in a computer service business, network, time sharing, interactive cable television, multiple CPU or multiple or concurrent user arrangement to Users who are not individually licensed by Company or otherwise exploiting any portion of, the use of or access to the content or the materials or documentation provided on the Platform in contravention of these Terms of Use;
- d. defame, libel, disparage, threaten, harass or intimidate anyone or otherwise violate the personal, privacy, contractual, intellectual property or other rights of any person, including by the use of offensive comments related to race, national origin, gender, sexual preference or physical handicap;

- e. submit any content or material that falsely expresses or implies that such content or material is sponsored or endorsed by Company; or
- f. sell access to the Platform or any part thereof other than through a mechanism expressly approved by Company.

Company may also place additional fair use restrictions including restrictions on concurrent connections and time of usage.

10. Modifications

We reserve the right at any time and from time to time, in Our sole discretion, to modify the content on the Platform or any part thereof, including the transmission of any related materials or documentation, with or without providing prior notice to You. We further reserve the right at any time and from time to time, at Our sole discretion, to alter, modify or terminate any content or features contained on the Platform without providing to You prior notice of such alteration, modification or termination. You agree that Company shall not be liable to You or to any third party claiming through You, for any modification of the content or features provided on the Platform.

11. System Limitations and Failures

We use internally developed systems for providing You access to and facilitating Your use of the Platform. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, We continually enhance and improve these systems in order to accommodate the level of use of the Platform. We may also add additional features and functionality to Platform that might result in the need to develop or license additional technologies. Increased utilization of the Platform or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. You agree that We shall not be liable to You or to any third party claiming through You, for any such failures contemplated herein.

12. Privacy and Confidentiality

Your use of the Platform is governed by Our privacy policy, which can be located at <https://joinflow.club/>.

Please read Our privacy policy to understand Our information collection and usage practices. You may obtain certain confidential information, including without limitation, technical, contractual, product, pricing, business related functions, activities and services, customer lists, knowledge of customer needs and preferences, business strategies, marketing strategies, methods of operation, markets and other valuable information that should reasonably be understood as confidential (**Confidential Information**). You acknowledge and agree to hold all Confidential Information in strict confidence. Title and all interests to all Confidential Information shall be vested in Us. Your obligations regarding Confidential Information will survive the termination of these Terms of Use in accordance with Paragraph 17 below. Upon such termination, You must stop forthwith using any Confidential Information to which You may have been exposed in due course of Your use of the Platform.

You acknowledge and agree that Users of Your organization may have access to any confidential information about You on the Platform and, though required to maintain confidentiality of the same under these Terms of Use, may violate such confidentiality in breach of these Terms of Use. Company shall not be held liable for breach of confidentiality by any other User or person.

You agree that Your obligations under this Paragraph 12 are necessary and reasonable in order to protect Our business and expressly agree that monetary damages would be inadequate to compensate for any breach of any covenant or agreement set forth herein. Accordingly, You agree and acknowledge that any such violation or threatened violation will cause irreparable harm and injury to Company and that, in addition to any other remedies that may be available, in law, equity or otherwise, Company shall be entitled to obtain injunctive relief against the threatened breach of the terms of this Paragraph or the continuation of any such breach.

The restrictions in this Paragraph 12 shall not apply to disclosure of Confidential Information by either party if and to the extent the disclosure is: (a) required by the applicable law of any jurisdiction; (b) required by any applicable securities exchange, supervisory or regulatory or governmental body to which the relevant party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law; or (c) made to employees and representatives on a need to know basis, provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Paragraph. Provided that, restriction in this Paragraph 12 shall not apply to disclosures of Confidential Information made by Company to its shareholders, directors, managers, advisors, potential investors and/or affiliates. Provided further that Company may disclose the Confidential Information to third party vendors and customers or pursuant to partnering arrangements without the restriction of this Paragraph 12 provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Paragraph.

13. Additional / Special Terms and Conditions

Company may notify You or request You to accept additional or special terms and conditions in relation to Your access of certain features or services on the Platform. You agree that You shall access or use such features and services only in accordance with such additional or special terms and conditions as if they were incorporated herein these Terms of Use.

14. Links to / from other Platforms and Third Party Tools

The Platform may contain link/s to various other websites. These links are provided solely for Your convenience and benefit. Wherever such link/s lead to websites which are not owned by or belong to Company, We shall not be responsible for the content, products and services provided on such linked sites. We do not warrant or make any representations regarding the correctness or accuracy of the content on such websites. If You decide to access such linked websites, You do so at Your own risk. We do not in any way endorse the linked websites.

Similarly, this Platform can be made accessible through a link created by other websites. Access to this Platform through such link/s shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other websites or their aim or purpose in establishing such link/s to this Platform are necessarily the same or similar to the idea, concept, aim or purpose of Our Platform or that such links have been authorized by Us. We are not responsible for any representation/s of such other websites while affording such link and no liability can arise upon Company consequent to such representation, its correctness or accuracy. In the event that any link/s afforded by any other website/s derogatory in nature to the objectives, aims, purposes, ideas and concepts of this Platform, is utilized to visit this Platform and such event is brought to the notice or is within the knowledge of Company, civil or criminal remedies as may be appropriate shall be invoked.

15. Security

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation: (a) accessing data not intended for You or logging into an account which You are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) interfere with service to any user, host, or network.

You shall not misuse this Platform by knowingly introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (**Viruses**). You must not attempt to gain unauthorized access to our Platform, the server on which the Platform is stored or any server, computer or database connected to this Platform. You must not attack this Platform via a denial-of-service attack. Further, You shall not interfere with or circumvent any security feature of the Platform or any feature that restricts or enforces limitations on use of or access to the Platform, such as probing or scanning the vulnerability of any system, network or breach.

By breaching the provisions of this Paragraph 15, You may be liable to be prosecuted under the Information Technology Act, 2000 and any other applicable law. We will report any such breach to the relevant law enforcement authorities and We will co-operate with such authorities by disclosing Your identity to them. In the event of such a breach, Your rights to use this Platform will cease immediately.

We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of this Platform or to Your downloading of any material posted on it, or on any Platform linked to it.

You agree to immediately report to Us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.

You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the Platform of other Users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as “spam” to other Users, overloading, flooding

or mail-bombing the Platform, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the Platform.

You are prohibited from reverse engineering, decompiling, reverse assembling, modifying or attempting to discover or copy any software, source code or structure that the Platform utilize to generate web pages or any software or other products or processes accessible through the Platform.

All actions performed by any person using Your account and password shall be deemed to have been committed by You and You shall be liable for the same. Company reserves the right to suspend/terminate Your account at any time if it is found that You have been sharing the password with any unauthorized user.

In order to reduce the risk of unauthorized access, all accounts maintained with Us through the Platform are locked after 5 (five) consecutive incorrect login attempts. In the event of such lockout, You can email the administrator at support@joinflow.club and the account shall be unlocked upon receipt of Your email. You can also request for a password reset on our website through the 'forgot password' option on Our Platform.

16. Monitoring

All electronic communications and content presented and/or passed to Us, including that presented and/or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of Company in the exercise of their duties, or by law enforcement authorities who may be assisting Company in investigating possible contravention / non-compliance with applicable law. Electronic communications and content may be examined by automated means. Further, Company has the right to reject, at its sole discretion, from the Platform any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of Company.

17. Termination

In the event it is determined by Us that You have violated any of these Terms of Use, We shall have the right, at Our sole discretion, to suspend Your use of and prohibit access to any or all features/parts of the Platform forthwith. Any such suspension or termination of access to Platform may be effected by Us without providing You with a prior written notice in this regard. Upon such termination of access to the Platform, these Terms of Use, as applicable to You, will be deemed to have been terminated and no refund of any payments made by You shall be required to be made by Company.

You acknowledge and agree that, upon termination, You shall immediately destroy any copies made of any portion of the content contained on the Platform other than User Data. You acknowledge and agree that Company shall not be liable to You or any third party claiming through You, for any suspension or termination of access to Platform.

These Terms of Use shall stand terminated upon Your closing of Your account on the Platform.

The rights and obligations of the Parties under this Terms of Use, which either expressly or by their nature survive the termination of these Terms of Use including but not limited to Paragraph 8 (Intellectual Property), Paragraph 12 (Privacy and Confidentiality), Paragraph 19 (Indemnity), Paragraph 21 (Governing Law and Dispute Resolution), and Sub-Paragraph 2 of Paragraph 17 shall survive the termination of this Terms of Use.

Except as otherwise specifically provided herein, the termination of these Terms of Use for any reason whatsoever shall be without prejudice to any rights or obligations accrued to or in respect of the parties prior to the date of termination.

18. Disclaimer of Warranties and Limitation of Liability

Company does not endorse or act on behalf of any third party. In the event You engage the services of / interact with any third party, through the Platform, Company will not be liable to You for any act or omission by such third party in relation thereto.

We hereby expressly disclaim all warranties and representations of any kind with respect to any and all content and features available on the Platform, including but not limited to (a) warranties as to merchantability or use for a particular purpose whether or not Company knows or has reason to know or has been advised of any such purpose or (b) warranties as to any results to be obtained from any use of the Company content or information derived from use of the Platform.

Company shall have no liability for any losses, direct or indirect, in contract, tort, or otherwise, incurred in connection with the Company content on the Platform, including but not limited to loss of revenue or profit or any other commercial or economic loss or for any decision made or action taken by any third party in reliance upon the Company content.

Any content or services provided through the Platform shall not be construed as tax, legal, regulatory, accounting, valuation or investment advice by Company or an opinion provided by Company regarding the appropriateness or suitability of any investment, or a recommendation or an offer or solicitation by Company or the new and growing businesses for the purchase or sale of any security or securities in general, nor otherwise an endorsement, inducement, or solicitation of any type. Company does not render any advice on tax and tax accounting matters. Prior to entering into any transaction, You should consult with Your own personal tax, accounting, valuer and/or legal advisor.

The Platform, all the materials and services, included on or otherwise made available to You through this Platform is provided by Company on an "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Company does not warrant that:

- The Platform will be constantly available, or available at all;

- The information on the Platform or provided through the website is complete, true, accurate or not misleading; or
- The quality of any products, services, information, or other material that You obtain through the Platform will meet Your expectations.

The Company is not a stock exchange recognised by the Securities Exchange Board of India (**SEBI**) under the Securities Contract (Regulation) Act, 1956.

19. Indemnity

You agree to indemnify and hold Company harmless from:(i) any actions, claims, demands, suits, damages, losses, penalties, interest and other charges and expenses (including legal fees and other dispute resolution costs) made by any third party due to or arising out of Your use of the Platform, any violation of the terms of these Terms of Use or any other agreement executed with Company or another user by You; (ii) any acts or deeds, including for any non-compliance or violation, of any applicable law, rules, regulations on Your part; (iii) for fraud committed by You; (iv) or Your infringement of any intellectual property or other right of any person or entity; (v) or as a result of any threatening, libelous, obscene, harassing or offensive material posted / transmitted by You on the Platform; (vi) any third party claims against the Company.

Your obligations under this Paragraph 19 shall survive the termination of these Terms of Use in accordance with Paragraph 17 above.

20. Foreign Jurisdictions

Company makes no representation that the content contained on the Platform is appropriate or to be used or accessed outside of the Republic of India. You are expressly notified that, many states and foreign countries all have their own regulations that must be observed in relation to Your use or access of the Platform. You must make Your own assessment regarding, and are responsible for compliance with, regulatory requirements as may be applicable to Your use and access of the Platform in such jurisdictions.

21. Governing Law and Dispute Resolution

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Kochi, India shall have exclusive jurisdiction in relation to any Disputes (defined below) arising out of or in connection with these Terms of Use subject to the provisions of this Paragraph 21.

Any action, dispute or difference arising under or relating to this Terms of Use (**Dispute**) shall at the first instance be resolved through good faith negotiations between the parties hereto, which negotiations shall begin promptly, within 15 (fifteen) days after a party has delivered to the other party a written request for such consultation. If the parties are unable to resolve the Dispute in question within 15 (fifteen) days of the commencement of negotiations, such Dispute shall be referred to and finally resolved by arbitration in

accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and rules prescribed thereunder. When any Dispute is under arbitration, except for the matters under dispute, Company and You shall continue to exercise the remaining respective rights and fulfil the remaining respective obligations under this Terms of Use.

The arbitration shall be conducted by a sole arbitrator jointly appointed by Us and You. If parties fail to appoint an arbitrator within 30 (thirty) days after service of the notice of arbitration, such arbitrator shall be appointed in accordance with provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kochi, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

You agree and acknowledge that the provisions of Paragraph 8 (Intellectual Property) and Paragraph 12 (Privacy and Confidentiality) are of importance to Company and monetary compensation may not constitute adequate relief and remedy to Company for non-performance by You of Your obligations thereunder. Accordingly, Company shall be entitled to claim specific performance and seek mandatory and/or perpetual injunctions requiring You to perform Your duties and obligations under such provisions.

22. Severability

If any term, provision, covenant or restriction of these Terms of Use is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms of Use shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. No Waiver

The rights and remedies available under this Terms of Use may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

24. General

These Terms of Use comprise the full and complete agreement between You and Company with respect to the use of the Platform and supersedes and cancels all prior communications, understandings and agreements between You and Company, whether written or oral, expressed or implied with respect thereto.

Company shall be entitled to assign their rights and obligations hereunder to any affiliate, third party or as part of any restructuring, business combination, merger or acquisition.

Any notice to be given in connection with these Terms of Use shall be delivered via email to Company at these Terms of Use or to You at the email address provided by You in Your profile. You consent to the use of electronic communications in order to the electronic delivery of notices in relation to any matter under these Terms of Use.