

# Terms And Conditions

## Terms of Service

These Terms and Conditions (“Terms”) govern your access and usage of <https://zamzam-capital.com> (“Website”) and the services as provided to the User (as defined below) by Zamzam Capital (“Firm”, “We”, “Our” and “Us” as the context may require), including content, updates and new releases. We are a registered Research Analyst bearing registration number INH000016199 registered with the Securities and Exchange Board of India (“SEBI”) under the SEBI (Research Analyst) Regulations, 2014.

### 1. Definitions

For the purpose of these Terms, the following words and phrases shall have the meaning assigned to them under this Article.

1.1 “Business Days” means any day in which banks are open for business in Bangalore, India.

1.2 “Service(s)” means the services provided by the Firm which include provision of research content, research data, model portfolios of Indian listed securities, and research reports with respect to the Indian securities market for which users are paying research or subscription fee to the Firm

1.3 “User” shall mean any person who transacts or avails of the paid Services after agreeing to the Terms defined here. The term User shall also include any person who is authorized to avail of the Services on behalf of the user with full rights or limited rights login.

### 2. Eligibility

Use of the Services shall be available only to persons who can enter into legally binding contracts under Indian Contract Act, 1872, where applicable. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. shall not be eligible to use the Services.

The User represents and warrants that he/she is at least 18 years old and all information submitted is true, accurate and complete while registering the account on the Service. If the User is a minor i.e. under the age of 18 years, they shall not register as a User of the Services and shall not transact on it.

### 3. Registration

In order to avail the Services, User must be registered with the Firm. .

By registering with the Firm, user agrees to provide true, accurate, current and complete information as required by the Firm. Failing which the Firm may at any time reject User's registration and terminate his right to use or access the Website and/or Services.

Based on the Services availed, and the plan selected, applicable fees shall be charged.

The Firm reserves the right to change the fee policy applicable to such paid registration. Changes to the fee policy will be posted on the application and/or Website and such changes shall become effective immediately after they are posted on the application and/or Website as well as sent to the User's email id registered with the Firm.

#### 4. Access

The Firm will endeavor to ensure that access to and availability of the Services remains uninterrupted and error free. However, access to the applications from where users might be consuming the services may occasionally be suspended or restricted to allow for repairs, maintenance, or for the introduction of new facilities and Services and in such cases the Firm shall not be liable for any disruption of any Services.

#### 5. Provision of the Services

The Firm only provides Services in relation to securities in the Indian and international securities market. The Firm shall not be liable for the User acting on any advice which is set out as part of its Services, other than as expressly provided in any deliverable.

The Firm does not engage in services such as profit sharing or representation that its Services guarantee a minimum return.

Investments in securities markets are subject to risks and each User shall assess its own risk appetite and profile prior to relying on the Services for making investment decisions.

We do not include within the ambit of the Services execution of any trades, investment decisions and/or buy-sell orders for the User.

#### 6. Investment Disclosures

The Services as provided by the Firm shall not be construed to be a recommendation and/or solicitation of an investment nor shall be it construed to be recommendation of an investment strategy. The decisions of the User with respect to their investments shall be done basis their risk appetite and risk tolerance levels and the Services shall be utilized as one of the variables to make investment decisions. It is abundantly clarified by the Firm that past returns are not indicative of guaranteed future returns and the Services rendered always remain subject to market risk.

The information as provided on the Website, which includes index value, return numbers and rationale are for informational and illustration purposes only, the same shall not be relied upon by the User in any form or manner. Any graphical representations, including charts, performance

numbers etc. which include backtested/simulated results are calculated vide standard methodology and do not include the impact of transaction fee and other related costs.

The data used by the Firm in the methodologies for calculations as stated above are obtained from third-party providers and such data is not authenticated, validated nor audited by the Firm and the Firm shall not be liable for any deficiencies with respect to such data and the Services provided basis the same.

## 7. Security

Subject to the provisions stated herein and as specified by the Firm from time to time, the User will not hold the Firm liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of his mobile and/or the web-based access. The Firm will also not be liable for any consequences connected with the use/ misuse of User's mobile/ e-mail account by any third party. If any third parties gain access to the Services, the User will be responsible and shall indemnify the Firm against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.

The User shall be fully and solely liable for:

- (a) any unauthorised use of his mobile/ email account; and/or
- (b) all authorised transactions on his mobile/email account.

## 8. Use the Services at Your Own Risk

We reserve the right to refuse any Service to anyone for any reason at any time. The User understands that its content and data may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The User agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the Website through which the Service is provided, without express written permission by Us.

## 9. Trademarks

The Firm name, logo, the names of individual Service(s) and their logos are trademarks of Zamzam Capital. The User agrees not to display or use, in any manner, the Firm trademarks, without the Firm's prior permission.

## 10. Disclaimer of Warranties

The User expressly understands and agrees that the use of the Services is at their sole risk. The Services are provided on an as-is-and-as-available basis. The Firm expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied

warranties of merchantability and fitness for a particular purpose. The Firm makes no warranty that the Services will be uninterrupted, timely, secure, or error free. Use of any material downloaded or obtained through the use of the Services shall be at the User's own discretion and risk and they will be solely responsible for any damage to their computer system, mobile telephone, wireless device or data that results from the use of the services or the download of any such material. No advice or information, whether written or oral, has been or will be obtained by the User from the Firm, its employees or representatives shall not create any warranty not expressly stated in the terms.

## 11. Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of arbitration shall be Bangalore, Karnataka.

## 12. Suspension and Termination

In the event that User breaches these Terms or in the event that any other user or a third party reports violation of any of its rights as a result of the User's use of the Services, the Firm reserves the right, to suspend or terminate such User's access to the Service with or without notice, and to exercise any other remedy available under the law.

The Firm shall have the right to indefinitely suspend or block access to the User's account on the application and/ or Website and/or any other platform used by the user to consume services offered by the Firm and refuse to provide the User access to the application and/or Website if:

- If the User engages in or is suspected of engaging in any illegal, fraudulent or abusive activity; or
- If the User provides any information that is untrue, inaccurate, not current or incomplete in any respect or the Firm has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms.

## 13. Indemnity

The User shall keep the Firm indemnify from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses,) or any other loss that may occur, arising from or relating to any claim, suit or proceeding brought against the Firm by another User/third party for reasons including, but not limited (i) a breach, non-performance, non-compliance or inadequate performance by the User of any of the terms, conditions, representations, obligations or warranties made by him; (iii) any acts, errors, misrepresentations, willful misconduct or negligence of the User, or his employees, subcontractors and agents in performance of their obligations under these Terms.

## 14. Disclosure

The Firm may access, preserve and disclose any of User's information if required to do so by law, or if we believe in good faith that it is reasonably necessary to: (i) respond to claims asserted against the Firm or to comply with legal process, (ii) for fraud prevention, risk assessment, investigation, User support, product development and de bugging purposes, or (iii) protect the rights, property or safety of the Firm, its Users or members of the public.

#### 15. Limitation of Liability

The User acknowledges and agrees that, to the maximum extent permitted by law, the entire risk arising out of the User's access of and use of the Website and Services, remains with the User. The Firm shall not be liable with respect to providing or delivering the Services for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, loss of monies pursuant to any of the Services, computer damage or system failure or the cost of substitute services, or in connection with these terms, as a result of the User's use of the Website or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not the Firm has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

#### 16. Miscellaneous Terms

- The Firm may, if required by law, change any fee or charge or institute new fees or charges. The User agrees to pay all fees and charges so levied provided there is an intimation of the fees prior to the change. Such intimation shall be posted on the Website and/or application and an e-mail will be sent to the registered e-mail address of the User as on record with the Firm.
- The Firm reserves the right to vary any of the general Terms contained herein by posting the revised terms on the Website without notice to the User.
- The Firm may change or discontinue, temporarily or permanently, any feature or component of the Services at any time without prior notice to the User. The Firm shall not be liable to the User or to any third party for any modification, suspension or discontinuance of any feature or component of the Services. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by an application without prior notice to the User anytime.
- The User hereby accepts that he may, from time to time, receive from the Firm or its affiliates, communications such as service announcements, advertisements or administrative communications.
- All information provided by the User to the Firm shall be accurate, current and complete. User shall be solely responsible for the accuracy and correctness of all information provided by him. The Firm shall not be liable for any loss or costs incurred by any party due to any incorrect or mistaken information provided by the User.
- Any link on the Website to a third-party site is not an endorsement of that website. The use or browsing by a User of any other website shall be subject to the terms and conditions in each such website.
- The Firm shall not be liable for any unauthorised access to the User's data or any unauthorized transmissions sent through the Services.

- The User shall not (whether on-line or otherwise): describe itself as agent or representative of the Firm or make any representations to any User or any third party or give any warranties which may require the Firm to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to User or any third party.
- The Firm shall not be liable for any breach of these general Terms due to any force-majeure event such as act of god, fire, lightning, explosion, flood, inclement weather conditions, power failures, epidemic, pandemic, failure in any communication systems, equipment breakdown, strikes, lock-out or any other cause beyond the control of the Firm.

## PRIVACY POLICY

We respect your privacy and make every effort to protect it. You need not share personal information to access the site. However, please provide your name and email id if you wish to contact us. We will not display your email id on the site or share your personal information with a third party, unless we are required to do so by a law enforcement agency. We may use your email id to contact you and send information about us. As we cannot exercise control over the actions of those who visit our site, we advise you to be cautious about the information you share on the Net.