

Terms of Use

This Terms of Use ("TOU") is published by Helloaaye Management Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at B-29, BAGWATI GARDEN SHISHA GODOWN ROAD, DWARKA MOR, NEWDELHI-110059 (CIN) U6619DL2023PTC420905 hereinafter referred to as "Company" and/or "Hello Aaye " which term, unless repugnant to the context or meaning thereof, shall mean and include its directors, employees, and associates to provide the terms of use that will be applicable in the context of the Hello Aaye Website (Helloaaye.com) and (hereinafter referred to as its "Applications / Website") and govern the persons downloading, signing up/registering on the Application / Website and purchasing the financial products as presented by Advisor through the Application / Website (hereinafter referred to as "End Customer") or downloading signing up/registering and/or promoting financial products of Company's clients products and services on the Application / Website to the End Customer (hereinafter referred to as 'Advisor/s') (End Customer and Advisor/s shall collectively be referred to as "Users").

This TOU should be read with the Privacy Policy published in the privacy policy section of the Company Application / Website. **USERS ARE HEREBY NOTIFIED THAT BY USING THE COMPANY APPLICATION / WEBSITE IT IS DEEMED THAT THE USERS HAVE CONSENTED TO THIS TOU AND BY ACCEPTING THE TOU AND PRIVACY POLICY AT THE TIME OF REGISTRATION IT IS DEEMED THAT THE USERS HAVE CONSENTED TO THIS TOU AND THAT THE USER REPRESENTS TO COMPANY THAT THEIR AGE IS 18 YEARS OR MORE THAN 18 YEARS AND THAT THEY ARE AUTHORISED TO USE THE APPLICATION / WEBSITE AND TO ENTER INTO THIS AGREEMENT. IF A USER DISAGREES WITH THE TERMS OF THIS TOU OR THE APPLICATION OR INTENDS TO WITHDRAW THEIR CONSENT TO THE SAME THEN SUCH USER SHALL IMMEDIATELY CEASE USING THE COMPANY APPLICATION / WEBSITE. IF A USER WISHES TO WITHDRAW CONSENT TO THESE TERMS THEN SUCH USER IS REQUIRED TO COMMUNICATE THE SAME TO THE GRIEVANCE OFFICER WHOSE DETAILS ARE PROVIDED IN THE PRIVACY POLICY ON THE APPLICATION IN THE MANNER SPECIFIED THEREIN.**

This TOU and the Privacy Policy is a legally binding contract between the User and Company (as provided in the Indian Contract Act, 1872, Information Technology Act, 2000, and the Information Technology rules) and hereby specifies the following terms:-

- The User is prohibited from publishing, hosting, displaying, uploading, modifying, transmitting, posting, communicating, updating or sharing any information that –

- belongs to another person and to which the user does not have any right to;
 - is grossly harmful, harassing, abusive, blasphemous; defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - harm minors in any way;
 - infringes any patent, trademark, copyright or other proprietary rights and third-party intellectual property rights.
 - violates any law for the time being in force.
 - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
 - impersonate another person.
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.
 - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign 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.
 - is invasive of another person's privacy including bodily privacy.
 - is insulting or harassing on the basis of gender.
 - promotes enmity between different groups on the grounds of religion or caste with the intent to incite violence. and
 - can be considered as unsolicited messages (commercial or otherwise).
- Terms and conditions applicable to End Customer
 - By (the End Customer) continuing to the use of the Application / Website and providing consent in the manner specified above, it is hereby agreed that the End Customer has gone through the terms of this TOU and the terms of the Privacy Policy and is aware of all aspects related to the information collected by the Advisor from such User.
 - The End Customer agrees and acknowledges that the representations and warranties made pertaining to the products are made by the Advisor and the Company shall not be held liable for any actions of the Advisor.
 - The End Customer represents and warrants that it shall be the responsibility of the End Customer to educate themselves about the plans and benefits of the products, in no event the Company shall be held liable for any loss incurred to the End Customer.

- The End Customer represents and warrants that it shall not share its OTP with any third party and it is aware of the purpose of collection of its personal information thus the End Customer is providing the personal information with free consent.
- The End Customer represents and warrants that it is aware of the transaction before transferring any amount to the Advisor.
- The End Customer shall follow all the precautions before using or purchasing the financial services.
- If the End Customer wishes to avail the services available on the Application / Website, the End User may be asked by the Advisor to supply certain information relevant to their interest including, without limitation, the User's name, User's address, User's phone number, Aadhar No. PAN No. and such other details as required to provide services.
- The End Customer represents and warrants that the advice or information, whether oral or written, obtained by the End Customer on the Application / Website will not create any warranty or guarantee by the Company other than those expressly stated herein. Further, the End Customer agrees and acknowledges that it shall be the responsibility of the End Customer to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, merchandise, and other information provided on the Application / Website.
- The End Customer shall not make any payments to the Advisor for the purchase or investment of the products and the Company in no circumstances shall be held liable for such payments made by the End Customer.
- Terms and conditions applicable to Advisor
 - The representations and warranties made by Advisor to the End Customer shall be true and correct.
 - The Advisor shall not make any false, unauthorized, or exaggerated disclosures about the products.
 - The Advisor hereby represents and warrants that he/she shall not solicit the prospective leads to invest or subscribe or purchase the product through coercion including but not limited to threats, inducements, etc. The Advisor represents and warrants that he/she shall not be entitled to collect any money on behalf of the End Customer the Advisor shall at all points in time ensure that he/she does not directly or indirectly demand or accept money, commissions, or kickbacks from the End Customer.
 - By selling, promoting, or marketing the products to the End Customer it is deemed that the Advisor agrees and accepts and terms and condition.
 - Advisor represents and warrants that the commercials, terms, and conditions pertaining to the products have dependencies on third

parties i.e the financial institutions issuing such products and thus the Company shall not be held liable for any loss incurred by the Advisor.

- Advisor represents and warrants that the Advisor is aware of the plans and benefits of the products.
- If the Advisor wishes to avail the services available on the Application / Website, the Advisor may be asked to supply certain information without limitation to OTP for signing up, Advisor's name, Advisor's address, Advisor's phone number, Aadhar No., PAN No., bank details, contact list of Advisor and such other details as required to provide services Advisor represents and warrants that the information supplied by the Advisor is true, correct, and complete.
- By submitting such information, the Advisor grants the Company the right to provide the information to third parties for purposes of providing services to the Advisor and End Customer and for such other purposes as stated in the Privacy Policy.
- The User agrees to not use any engine, software, tool, agent, or other device or mechanism (such as spiders, robots, avatars, or intelligent agents) to navigate, hack, reverse engineer or search the Application / Website.
- User agrees and understands that in the event Company learns (either through itself or through reports from other Users or third parties) that the User is contravening with any of the provisions of this TOU or the Privacy Policy or any law for the time being in force than without prejudice to other available rights and remedies, Company shall at all times and its sole discretion be entitled to disable, block, restrict the User's access to the Application / Website, remove any or all information (including but not limited to the contravening information) of the User from the Application / Website and suspend or cancel any pending payments payable to the User. Company reserves the right to take these actions without providing notice to the User. Company shall also be entitled to share such information with government authorities, attorneys, regulatory bodies, and law enforcement agencies.
- The User hereby understands that unless agreed otherwise in writing, Company shall not be responsible to indemnify any losses suffered by the User. The User irrevocably waives any and all rights to make any claims, file any suits or threaten or initiate any action against the Company seeking indemnification.
- The User agrees and acknowledges that Company shall at no point in time be liable for the losses, damages, or expenses suffered by the User owing to the disclosure of information (that is consented by the User as detailed in this TOU and the Privacy Policy or that is lawfully disclosed by Company to government, investigative or regulatory authorities) by Company. The User agrees and understands the revocation of consent to this TOU or Privacy Policy by a User shall be effective from the date Company acknowledges the intimation of revocation of consent by the

User and such revocation shall not have retrospective effect under any circumstances.

- **IT IS HEREBY EXPLICITLY CLARIFIED THAT THE COMPANY SHALL NOT BE LIABLE AND DOES NOT EXPRESSLY OR IMPLIEDLY MAKE ANY WARRANTIES TO THE ACCURACY, TECHNICAL CORRECTNESS, BONAFIDE, OR AUTHENTICITY OF ANY INFORMATION ON THE APPLICATION / WEBSITE (INCLUDING BUT NOT LIMITED TO PRICE, DESCRIPTION, ADVERTISEMENTS, CONTENT ON THIRD-PARTY LINKED WEBSITES) AND THAT (UNLESS OTHERWISE AGREED IN WRITING BETWEEN THE INFORMATION PROVIDER AND COMPANY) COMPANY IS PUBLISHING THEM ON AN AS-IS BASIS OR BASED ON THE INPUTS RECEIVED FROM SUCH INFORMATION PROVIDERS. COMPANY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE USERS THAT RESULT IN THIRD-PARTY INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.**
- **WHILE THE COMPANY MAY EXERCISE BEST EFFORTS WITH REGARD TO THE TECHNICAL UPKEEP, MAINTENANCE, AND AVAILABILITY OF THE APPLICATION / WEBSITE, THE COMPANY SHALL UNDER NO CIRCUMSTANCES BE RESPONSIBLE FOR ANY LOSS OF DATA OF THE USER OR FOR FAILURE OF THE APPLICATION / WEBSITE OR APPLICATION / WEBSITE RELATED PROBLEMS (TECHNICAL OR OTHERWISE). FURTHER, IT IS HEREBY CLARIFIED THAT THE COMPANY MAY AT ANY POINT IN TIME AND AT ITS SOLE DISCRETION MIGRATE, TRANSFER OR SHUT DOWN OR MODIFY THE APPLICATION / WEBSITE OR ANY PART THEREOF WITHOUT NOTICE TO THE USER.**
- **It is hereby clarified that in the event the User notices any content on the Application / Website that infringes the intellectual property rights of any third party then the User shall have the option to report the same by writing to the Grievance Officer whose details are provided in the Privacy Policy. Upon receipt of such reports Company shall act in a time-bound manner in this regard. For other general feedback and inputs or reports (other than those specified in this TOU and the Privacy Policy) the User is encouraged to reach out to us on the "contact us" page of the Application.**
- **IT IS HEREBY CLARIFIED THAT THE COMPANY'S (AND ITS PARTNERS) GROSS LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY DISPUTES, LOSSES, DAMAGES OR EXPENSES INCURRED OR SUFFERED BY THE USER BY THE USE OF THE APPLICATION / WEBSITE OR THE CONTENT THEREIN OR SERVICES PROVIDED BY COMPANY SHALL NOT EXCEED RS.1,000/- (RUPEES ONE THOUSAND ONLY). THE COMPANY SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR**

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOST REVENUES HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT AND WHETHER OR NOT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED STATED HEREIN.

IT IS FURTHER CLARIFIED THAT THE COMPANY SHALL NOT BE RESPONSIBLE, IN ANY MANNER, WHATSOEVER FOR ANY DELAY OR FAILURE TO MEET ITS OBLIGATION UNDER THE TERMS AND CONDITIONS WHICH MAY BE CAUSED DIRECTLY OR INDIRECTLY DUE TO FAILURE ON THE PART OF THE ADVISOR FOR UNAVAILABILITY/ UNRESPONSIVENESS OR FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION.

- IN THE EVENT COMPANY FACES ANY SUITS OR CLAIMS OR SUFFERS ANY - LOSSES OR DAMAGES OR INCURS ANY EXPENSE OWING TO THE ACTS OR OMISSIONS (INCLUDING BUT NOT LIMITED TO THE CONTRAVENTION OF THIS TOU OR PRIVACY POLICY OR APPLICABLE LAW) OF THE USER THEN SUCH USER SHALL FULLY AND WITHOUT LIMITATION INDEMNIFY, PROTECT AND HOLD HARMLESS COMPANY, ITS DIRECTORS, EMPLOYEES AND ASSOCIATES FROM AND AGAINST SUCH LOSSES.
- In the event Company has executed a separate written agreement with the User pertaining to the subject matter hereof then such agreement shall be read with the Terms of this TOU and Privacy Policy, in case of any conflict between the terms of such specific agreement and this TOU and Privacy Policy, the terms of such specific agreement (to the extent of the conflicting portion only) shall prevail.
- This TOU and Privacy Policy shall be governed by the laws of India. User agrees that all disputes shall be subject to Arbitration by a sole arbitrator appointed by Company and the courts of Delhi shall have the exclusive jurisdiction to decide any disputes between the parties (i.e. for obtaining interim relief and/or for enforcing the arbitral award). User and Company shall bear their respective cost incurred during the dispute resolution process.
- Company may amend or alter or vary this TOU and the Privacy Policy at any time and shall inform the User from time to time. In case of non-compliance with this TOU and Privacy Policy, the Company has the right to terminate the access or usage rights of the Users and/or suspend/freeze/block the wallet or account of the User.

- If any term or condition of our TOU and Privacy Policy shall be deemed invalid, illegal, or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the TOU shall continue in force without such term or condition.
- No delay or failure on the Company's part to enforce our rights or remedies under the Terms of Use or other policies shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- Company shall not be liable for any failure or delay in performing any of its obligations under this TOU or Privacy Policy if such delay or failure is attributable to reasons beyond its control or due to a force-majeure event (including but not limited to natural disasters, strikes, lock-outs, labour problems, work stoppages, riots, acts of terrorism, technical problems or failures, delays or failure of services by vendors).
- User is responsible for making all arrangements necessary for them to have access to the Application / Website and thereby the Services. User is also responsible for ensuring that any persons who access the Application / Website through the User's account is aware of these terms and that they shall comply with them. User and such persons are jointly and severally responsible and liable for all activities that take place or occur under the 's account. User agrees that their ability to log into their account is dependent upon external factors such as internet service providers and internet network connectivity and Company shall not be liable to User for any damages arising from your inability to log into the User account. User hereby agrees and represents that the User is in compliance with applicable law. The User agrees and acknowledges that the Company shall not be held liable or made a party to any dispute between the User, and the User shall be responsible to indemnify the Company from and against any losses, damages, or claims that are made or threatened to be made against the Company.