



## **Terms & Conditions**

These Terms of Use are drafted in conformity with the Information Technology (Intermediaries Guidelines) Rules, 2011 specified under the Information Technology Act, 2000 in order to regulate the terms and conditions of usage and access to Website (defined hereinafter) and App (defined hereinafter) and the Services (defined hereinafter). No physical or digital signature, acceptance is necessitated in order to validate this Terms.

Svobodha Infinity Investment Advisors Private Limited (hereinafter referred to as "Company", "Savart", "we", "us" or "our") is engaged into Investment Advisory Services, Portfolio Management Services and focuses in bringing people close to the market and making it simple and affordable to invest. Savart is a SEBI Registered Investment Adviser & PMS.

Please read these Terms and Conditions ("Terms") carefully before using the "Website", [www.savart.com](http://www.savart.com) and Savart mobile application ("App"), collectively referred as "Platform". Savart would offer investment advisory services ("Advisory Service") referred as the "Service" or "Services").

Your ("you", "your", "yourself", "client" or "user") access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, legal entities and others who access or use the Service. You acknowledge that you have read, understood and agree to be bound by these Terms and the Privacy Policy ("Policies") available at the homepage of the Website.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of the Policies, at any time without any prior written notice to you. It is your duty to periodically review these Policies for applicable changes. Your use of the Services even after posting changes to these Policies by us constitutes your acceptance to those changes.

These Terms constitute the entire agreement between the Company and you with respect to the subject matter of these Terms.

By signing up on our website and/or Mobile Application (Mobile App), accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you must not access the Service.

## **Terms and Conditions for Client**

### **1. Accounts**

In order to use the Services, you might be required to provide certain information including but not limited to your name, age, gender, marital status etc. to open an Account (“Account”) with us. While creating such Account, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your Account on our Service, and the Company reserves the right to deny any and all current or future use of the Services.

Either some or all of the following details and documents may be required for the purpose of enrolment and using the Services of Savart:

- Pan Card details
- Address Proof
- Signature
- Bank Account Details
- Bank Account proof
- KYC proof

It is your sole duty to keep your account and password secure and confidential, and you are also responsible for safeguarding access to your mobile or other electronic devices that you use to access the Service and for any activities or actions under your mobile device or other electronic devices. You shall be held responsible for any losses incurred by Savart or any third-party user due to unauthorized use of your Account which is a consequence of the user's inability to secure his / her Account and password.

### **2. Goals, Investment Tools and Model Predictions**

Savart shows a selection of various goals (“Goals”), their strategy to help achieve these Goals. The prices for these Goals now or in future could potentially change materially from the prices shown on the Platform and Savart does not undertake that the saving strategy, if followed, would result in saving sufficient funds to achieve these Goals.

Savart also does not undertake actual purchase of these Goals on behalf of Users. A User would have to undertake the achievement of these Goals on his/her own. Savart does not guarantee availability of these products and/or at the cost mentioned by Savart.

Although Savart carefully evaluates potential returns based on historic performance, Savart makes no representation regarding the likelihood or probability that any actual or proposed account allocation will in fact achieve a particular investment outcome or Goal.

Past performance is not a guarantee of future success, and in fact volatility means that returns in any period may be far above or below those of previous period. Savart is unable to predict or forecast market fluctuations or other uncertainties that may affect the value of any investment. While we suggest portfolio with the aim of providing helpful investing guidance, as a self-directed investor, you must carefully consider the appropriateness of the proposed investments in light of your own personal financial circumstances, including cash flow needs, tax circumstances, or other complex

or subjective concerns. You are urged to use all available resources to educate yourself about investing in general, as well as the investments and the overall composition of your Savart Account.

Additionally, you acknowledge that market conditions and your personal financial circumstances may change from time to time – perhaps suddenly or maybe gradually over time. Monitoring and adjusting your Savart Account to suit changing circumstances is solely your responsibility, and it is recommended that you reassess any investing program on a regular basis to ensure that it remains consistent with your current financial resources and investment objectives.

You acknowledge that Savart advises you with regard to different investment schemes and products. Investing in such schemes and products is completely your independent choice and Savart shall not be liable, in any manner, for your investment decisions.

Savart uses third party sources for part of the data displayed on the Platform or for doing the analysis based on which User is displayed ratings or saving strategies. We do not undertake that all this third-party data is accurate and free of errors, and we have undertaken sufficient checks to ensure the quality of the data. If the underlying third-party data is inaccurate then the displayed data and/or analysis might be materially different from the case when the data is inaccurate.

### **3. Payment Terms**

In lieu of the Services availed by you through Savart, Savart reserves the right to charge certain fees that shall be communicated to you from time to time during each transaction as mentioned herein below.

The detailed terms and conditions of the subscriptions shall be available in the Savart+ section during subscription through the dashboard. Please refer to these before making the purchase.

Online payment of fees can be made by credit, debit card and net banking facility. These payments are not collected by Savart directly but by the bank/payment gateway. The online payment system is provided by Savart and its third-party supplier/s. Savart reserves the right to change the fees at any time. We cannot accept liability for a payment not reaching Savart account due to you quoting an incorrect account number or incorrect personal details or any payment errors. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.

If the card supplier declines payment, Savart has the right but no obligation to bring the fact to your attention. You should check with your bank / credit / debit card supplier that payment has been deducted from your account.

Savart shall not be liable for any failure by the user making payment of fees to properly protect data from being seen on their screen by other persons or otherwise, obtained by such persons, during the online payment process or in respect of any omission to provide accurate information during the online payment process.

Savart does not store or keep credit card / debit card data in a location that is accessible via the Internet. Once a credit card / debit card transaction has been completed, all credit card/debit card data is moved off-line only to ensure that the credit card / debit card information received is not accessible to anyone after completion of the on-line transaction and to ensure the maximum

security. Savart uses the maximum care as is possible to ensure that all or any data / information in respect of electronic transfer of money does not fall into the wrong hands.

Savart shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and / or information relating to or regarding online transactions using credit cards / debit cards and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

Savart does not have any partnership or any other arrangement with any third-party brokers to provide any services. Savart relies on publicly available APIs to provide its services and does not engage in any exchange of technology or services with third party brokers. Any user information shared with any third-party broker, which is not relevant to the business carried out or the services provided by Savart, will not be stored by Savart, and as such, Savart undertakes no liability for any such information.

#### **4. Rating of Investment Schemes**

Savart undertakes rating of various investment schemes through its own proprietary methodology on a quarterly basis. These ratings are generally displayed to Users as star ratings along with respective investment scheme names in the Platform and are provided for general User guidance on historic performance. These ratings take into account historic performance, volatility of historic returns along with the size of investment schemes historically.

Savart undertakes that the investment scheme rating is not influenced by any compensation received/likely to be received by Savart from any third party.

As Savart ratings are based on past performance and analysis by our analysts & automated research engines. Users should note that the ratings do not guarantee future performance or risk, and User should independently evaluate these schemes. Savart makes no representation regarding the likelihood or probability that any actual or proposed investment in these investment schemes will in fact achieve a particular investment outcome or goal. Savart also does not undertake to continue with the ratings in future.

#### **5. License to the Platform/Services**

Subject to You complying with these Terms, Savart hereby grants to You a limited, revocable, personal, non-sub-licensable, non-transferable, non-exclusive right to access and use the Platform to access the Service in accordance with this Term solely for personal reasons and not for resale or to provide services to third parties. You agree to use the Platform only for its intended purpose, in an authorized manner, and in compliance with all privacy, data protection, intellectual property, and all other applicable laws.

You agree that you shall not be involved in any activity with regard to the use of the Platform which might:

- Be fraudulent.
- Infringe any third party's proprietary rights or rights of publicity or privacy.
- Be an unauthorized commercial communication (such as spam).

- Run any form of autoresponder or spam on the Services; or otherwise take any action in violation of the Policies.
- Bypass, interfere, or attempt to bypass or interfere any actions we may use, to prevent or restrict access to the Services, including without limitation other accounts, computer systems or networks connected to the Services.
- Violate any law, statute, ordinance or regulation.
- Solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users.
- Attempt to resell, redistribute, broadcast or transfer the information or use the information derived from the Platform in a searchable, machine-readable database.
- Use the Platform to collect personal information about users of the Platform in violation of our privacy policy.
- Contain any viruses, Trojan horses, worms, malicious code or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; or Link directly or indirectly to any materials to which you do not have a right to link to or include or Interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Platform.

## **6. Your Acknowledgement**

Every user shall:

- Make an informed investment decision by reading the offer documents of the investment schemes that User is investing in.
- Seek independent financial planning, legal, accounting, tax or other professional advice before investing or withdrawing.
- Ensure that the information provided or confirmed at the time of Registration on the Platform is true and correct.

In addition to the above, the User confirms, consents and acknowledges the following:

- User confirms that the User has understood the details of the Scheme and has not received nor been induced by any rebate or gifts, directly or indirectly, in making these investments.
- User has the right to transact directly with the Asset Management Company (“AMC”). Services will be activated after Savart verifies User’s personal information in accordance with the Know Your Client guidelines issued by the Securities and Exchange Board of India (“SEBI”).
- User consents to let the Company retrieve User’s KYC details and documents, if any, from registered KYC Registration Agencies (“KRAs”).

Savart does not and is not obliged to offer all investment schemes for investment. By limiting the number of schemes on the Platform, Savart does not make any representation as to the quality, bona fides or nature of any investment scheme, or any other representation, warranty or guaranty, express or implied.

User agrees to comply with KYC (Know your Client/Customer) and KRA requirements as required under SEBI (KYC Registration Agency) Regulation 2011, SEBI Act 1992, Prevention of Money Laundering Act, 2002, all laws and regulations including but not limited to the Reserve Bank of India (RBI) guidelines, to the extent applicable for availing the Account.

The data and information provided on the Platform does not constitute advice and shall not be relied upon by User while making investment decisions

User understands that investment transactions are subject to market risks and there can be no assurance that the objectives of the schemes will be achieved. There is no guarantee for any returns on investments made in investment scheme(s).

Savart may contact User by phone and/or E-mail in connection with regards to your registration and transactions.

User's identity on the Platform is authenticated by the use of login credentials. Company will consider instructions authenticated by login credentials to have originated from the User.

## **7. Links to Other Web Sites**

Clicking on certain links within the Platform or certain other websites that are linked to the Platform may take you to other websites or may display information on your computer screen from other websites, which may not be maintained by Savart. Such websites may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that differ from the terms and conditions applicable to the Platform. Links to other Internet services and websites are provided solely for the convenience of users. A link to any service or website is not an endorsement of any kind of service or website, its content, or its sponsoring organization.

Savart assumes no responsibility or liability whatsoever for the content, accuracy, reliability or opinions expressed in a website, to which the Website or App is linked (a "Linked Website") and such Linked Websites are not monitored, investigated, or checked for accuracy or completeness by Savart. It is your responsibility to evaluate the accuracy, reliability, timeliness and completeness of any information available on a Linked Website. All products, services and content obtained from a Linked Website are provided "as is" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy.

## **8. Website Content**

Any Content on the Platform regarding the Services is general in nature, particularly any such content relating to schemes and investment products, and shall not operate nor construed to be, and is no substitute for the advice provided by a qualified and practicing expert / professional. There is no guarantee of completeness, accuracy, or timeliness of such content. You hereby acknowledge that any reliance upon any content shall be at your sole risk.

Savart cannot and does not guarantee or warrant that files available for downloading through the Platform will be free of infection by software viruses or other harmful computer code, files or programs.

Nothing herein shall grant the User any rights over the Intellectual Property fully owned by Savart,

including but not limited to any copyrights, patent, trademarks, designs, content displayed on or employed in or otherwise used for this Website and/or Mobile Application (Mobile App). Savart reserves its right to take any action, including revoking its Services, against any User found to be engaging in any unauthorized use of the Intellectual Property of Savart. Any unauthorized use of the Intellectual Property of Savart which comes to the notice of any User must be promptly brought to the attention of Savart. The contents of the Platform, such as text, graphics, images and other material including software licensed by Savart (“Content”) are protected by copyright under Indian laws, and title to the Content shall not pass to you or any other user. Unauthorized use of the Content may violate copyright, trademark, and other laws. None of the Content shall be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, re-transmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation or otherwise), resold or redistributed.

## **9. Limited Liability**

Neither Savart nor any other party involved in the creation, production or delivery of the information at the Platform, nor the officers, directors, employees or representatives of Savart, are liable in any way for any indirect, special, punitive, consequential, or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the Services, Platform or a Linked Website or with the delay or inability to use the Platform or a Linked Website, whether or not Savart is made aware of the possibility of such damages. This limitation includes, but is not limited to, the transmission of any viruses, data or harmful code that may affect your equipment or anyone else’s equipment, any incompatibility between the Platform’s files and your browser, or any failure of any electronic or telephone equipment, communication or connection lines, unauthorized access, theft, operator errors, or any force majeure.

Savart does not guarantee continuous, uninterrupted or secure access to the Platform. The content, accuracy, opinions expressed, and other links provided by Linked Websites are not necessarily investigated, verified, monitored or endorsed by Savart. The information, software, products and description of services published on the Platform or a Linked Website may include inaccuracies or typographical errors, and Savart specifically disclaims any liability for such inaccuracies or errors. Changes are periodically made to the information on the Platform. Savart may make improvements or changes to the Platform at any time without any prior notice to you.

Savart undertakes to assume no liability for any third party not filtered by any User on the Website and/or Mobile Application (Mobile App), engaging in any business or activity which may have been filtered, or been grounds for filtering any other industry, company, stock, security, or otherwise tradeable commodity, by the User on the Website and/or Mobile Application (Mobile App). If any such third party not filtered by the User is found engaging in activities which may be grounds for its filtering on the Website and/or Mobile Application (Mobile App), the User may choose to act in any fashion which may be deemed favorable to his/her interests, including the filtering of that third party after its activities which may be grounds for its filtering on the Website and/or Mobile Application (Mobile App) come to his/her attention. As the decision to filter any third party on our Website and/or Mobile Application (Mobile App) is at the sole discretion of the User, Savart shall not be liable for any damages towards such third party filtered by any User of the Website and/or Mobile Application (Mobile App) for any injury or loss caused by or relating to such action.

The achievement of the Goals set by the User herein is not guaranteed, as investments made by the User are always subject to market risks. Savart shall not be liable in any way for non-achievement of the Goals set by the User using this feature.

Savart shall not be liable in any way for any loss or injury caused to the User as all Investment requests made herein is subject to market risks, and the achievement of the User's desires are not guaranteed by any Investment Request made herein.

All information related to Brokerage Services which are linked to Savart's Website and/or Mobile Application (Mobile App) by the User shall only be used to facilitate and streamline our services, and Savart shall not be liable for any loss or injury caused to the User by the activities of the Broker concerned. The disclosure of any required or relevant information by the User is voluntary, and the User may choose to delete the Brokerage Account linked to Savart's Website and/or Mobile Application (Mobile App).

Savart shall not in absence of gross negligence on the part of Savart, be liable to user for any act, loss notional or otherwise, omission or delay by the mutual fund or for any claims which user may suffer or incur as a result of or in course or discharge by Savart or its employees, officers, directors, nominee or agent of Savart's duties. Without prejudice to the above, Savart shall not be held liable for any loss or damage or failure to comply or delay in complying with its obligations under these Terms which is caused directly or indirectly by any event or circumstances beyond Savart's reasonable control or if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Company or its Third Party Service Providers, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

All decisions to purchase or sell units made by user shall be on the basis of personal judgment arrived at after due consideration.

Savart does not in any manner:

- Guarantee payments on any units or
- Guarantee liquidity of any units or
- Guarantee the redemption or repayment of any units on maturity or
- Guarantee the payments of interest or dividend or
- Promise, indicate or guarantee any returns or
- Guarantee any good delivery.
- Subscribe to units of mutual funds on behalf or in name of user or collect payments from user for the units purchased by user for remitting it further to the AMCs 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 regard 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 user's behalf or in user's 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

We may let you view our information and communicate with us through social media services such as Facebook and Twitter. Savart explicitly disclaims any responsibility for the terms of use and privacy policies that govern these third-party websites, which are in no way associated with us.

## **10. No Warranties**

All products, Services and Content on the Platform are provided "as is" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy. Savart does not endorse and is not responsible for the accuracy or reliability of any information on the Platform. It is your responsibility to evaluate the accuracy, reliability, timeliness and completeness of any information available on the Platform. Savart specifically disclaims any duty to update the information on the Platform.

## **11. Indemnity Policy**

You agree to indemnify, defend, and hold Savart harmless from any liability, loss, claim, damages, demands, costs and expense, including legal fees incurred by Savart in relation to your violation of these Terms or the use of the services, information provided at the Platform, or by virtue of, any breach of any representation, any applicable laws, regulations including but not limited to Intellectual Property Rights, cyber threat, cyber-attack, cyber violation, violation of rights of privacy or loss of service by other subscribers and infringement of intellectual property or other rights, warranty, contract made or obligation to be performed by You as a User to the Platform and your obligation to comply to these Terms.

## **12. Discounts:**

Savart has a policy of providing its users with discounts for each successful referral made to another party which results in such a party becoming a new user of our services. There may also be discounts issued to users for various reasons fixed at Savart's discretion. The discounts made shall be calculated on a percentage basis or maybe a fixed amount. No such discount received by a user, whether arising out of a referral or otherwise, shall be bundled with a separately issued discount. Each instance of a discount shall be a separate event, which shall be issued to a user upon fulfilling a certain set of conditions.

## **13. Refund Policy**

In the event the Client has not utilized any advice, goal, review, or other requests in the app & has requested a refund within 14 days from the subscription or renewal date, the Company shall deduct a management fee of 60% and then refund the remaining amount of Fees.

There will be no refunds beyond the 14 day return period.

#### **14. Access and Interference**

You agree not to engage in any of the following:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Platform or any portion of the Platform, without Savart's express written consent, which may be withheld in Savart's sole discretion.

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform other than the search engines and search agents available through the Platform and other than generally available third-party web browsers (such as Microsoft Explorer).

Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform.

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

Engage in any activity that interferes with or disrupts access to the Services (or the servers and networks which are connected to the Platform).

Attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Company's server, by any illegitimate means (including such as hacking and password mining).

Collect or store data about other users.

Violate any code of conduct or other guide, which may be applicable to the Service.

#### **15. Secured Areas**

Access to and use of password protected and/or secure areas of the Platform is restricted to authorized users only. Unauthorized people attempting to access these areas of the Platform may be subject to prosecution.

#### **16. Telephone Call Monitoring and Recording**

Authorized employees or agents of Savart may monitor and record all or portions of your telephone calls to Savart for quality control, customer service, employee training, security, legal compliance, and other lawful purposes. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.

#### **17. Electronic Communications**

The Platform provides you Savart's e-mail addresses so that you can communicate electronically by sending an e-mail message to Savart. All e-mail sent to and from Savart will be received or otherwise recorded by the Savart corporate e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the Platform may involve the electronic transmission, to any e-mail address you provided to us, of information that you may consider to be personal financial information, and you agree and consent to such transmission of such information. You agree not to use e-mail to transmit any confidential personal information. It is your responsibility to update or change your e-mail address, as appropriate.

## **18. Service Availability**

Subject to applicable laws, we may modify, alter, defer or stop any Services, or may start levying a fee prospectively, at our complete discretion, after giving prior notice to you in this respect.

We retain the right to deny any request or demand pertaining to any review, Investment Request, or any other service provided by us, in case the demand is deemed unreasonable or frivolous by us. Any demands made by you which may be deemed unreasonable by us, shall result in the revocation of your subscription in case you are unable to afford a satisfactory explanation for such an action or demand from your side.

Any feature on the application or the website such as an add-on feature shall be effective only when the Savart-X plan opted for by the user is active, and only for the duration of such a feature. Additionally, any such feature which may be offered for free at Savart's discretion, shall only take effect after the paid version of such feature, if in effect at the time, is exhausted.

## **19. Third-Party Software**

In order to provide Services to you, Savart may use third-party software. If you try to separate the third-party software from the Services and then further use it any manner which is inconsistent with the manner as enumerated in the third party software's terms of use, is illegal or against public policy then you will be liable for the same according to the governing law and jurisdiction as mentioned in their respective terms of use and privacy policy. You also agree to indemnify Savart to full extent for the said acts subject to the applicable laws.

## **20. Privacy**

For us your privacy is a very important principle. We understand clearly that you and your personal information is one of our most important assets. We collect, use and store your personal information or any sensitive personal data or information, on networks/database that may be protected by physical as well as reasonable technological security measures and procedures. Our current Privacy Policy is available on the Platform. If you object to your Information being transferred or used in this way, please do not use the Services.

## **21 Intellectual Property**

The entire contents of the Platform, including its "look and feel" are property of Savart and are protected under Intellectual Property laws. You agree not to copy or distribute any part of the

Platform without approval.

Savart strictly reserves all intellectual property rights in all text, programs, products, services, features, processes, technology, content and other materials listed on the Services. Access to the Services does not award and shall not be considered as conferring upon anyone any license registered under the name of the Company. All rights, including copyright, in this Platform are owned by or licensed to Savart. Any usage of this Platform or its contents, including copying or storing it or them in whole or part, for personal, non-commercial use is prohibited without the permission of Savart. The names, logos, design marks and slogans are the trademarks or service marks of Savart. All software used on the Services is the property of Savart or its licensees protected by Indian intellectual property laws.

## **22 Termination**

**If the user is in violation with the terms & conditions of these Terms, Privacy Policy or is found to be misusing the Services, then Savart, may at any time, without any prior notice terminate a user's access to the Services. Savart also reserves the right to terminate the Account of any user at any time at its sole discretion or if required by law.**

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **23 Newsletters and Communication**

You hereby expressly consent to receive communications and newsletters from the Company by SMS and e-mails. You can unsubscribe / opt-out from receiving communications and newsletters from us at any time by following the procedure set forth in the Platform.

Any feedback You provide to this Platform shall be considered to be non-confidential. We shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of any other third party (ii) We are not under any obligation of confidentiality, express or implied, with respect to the feedback; and (iii) You are not entitled to any compensation or reimbursement of any kind from us for the feedback under any circumstances.

## **24 Regulatory Caution**

Stock, mutual fund & debt investments are subject to market risks, read all scheme-related documents carefully before investing. Savart or any of its key representatives or its affiliates might be holding the stocks or mutual fund schemes which it recommends to the Users based on their Goals. However, this will not affect the Services provided by Savart and the Services will not be biased in any manner.

## **25 Governing Law**

These Terms shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions and subject to arbitration clause mentioned herein under, in case of any dispute between you and Savart, in relation to the Services, the Courts of Hyderabad shall have exclusive jurisdiction.

If any dispute or difference either in interpretation or any terms of this Terms or use of the Services, arises between the parties, the same shall be referred to an independent authority who will be appointed by Savart and its decision shall be final and binding on the parties. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Hyderabad.

## **26 Assignment**

This Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Savart without restriction.

## **27 General**

**No Waiver:** No waiver by Savart of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

**Correction of Errors and Inaccuracies:** The content on the Services may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the content at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

**Severability:** If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements regarding the Service.