

TERMS AND CONDITIONS

These terms and conditions (“**Terms & Conditions**” or “**Terms**” or “**T&Cs**”) govern the use of the website / platform www.finexpert.org (“**Platform**”), including any use or viewing of any content, services and products available at or through the Platform (collectively, “**Services**”), by Platform visitors and participants (collectively, “**Users**”), both unregistered and registered (“**Users**”).

The Platform is owned and operated by AV Financial Experts Network Private Limited, a company having CIN: U67100MH2018PTC318889 and its registered office at Plot no. 112, Mezanine Floor, Above Tata Croma, Near Sion Circle, Sion Koliwada Road, Sion East, Mumbai, Maharashtra 400022 (“**FinX**” / “**Company**”).

The Company is engaged in the business of undertaking skill development activities in the financial services sector and also endeavors to organize the placement of the persons who undertake skill development through the Company (“**Services**”).

The Services are offered to each User subject to such User’s acceptance of all of these Terms & Conditions and all other applicable conditions, operating rules, policies, procedures, etc. in force from time to time, including any amendments thereto.

A User should read the T&Cs carefully before browsing or accessing the Platform or any content or using any Services. By browsing, accessing or using any part of the Platform, including the registration by a User to open an account (“**User Account**”), a User agrees to be bound by these Terms & Conditions. If a User disagrees with or cannot or does not want to follow these Terms & Conditions (in part or in whole), then such User should not browse or access the Platform or use any Services or register to create User Account.

1. **GRANT OF LICENCE:** In consideration of your use of the Platform and / or subscription to the Services, we hereby grant you a licence to use the subscribed course (“**Product**”). This licence is limited, revocable, non-exclusive, non-sub licensable and non-transferable, and is subject to the rights and obligations granted under these Terms. This licence is personal to you and cannot be shared or exchanged with others. We develop, distribute and maintain the Product and will also provide you with log in details. We will also manage your access to the Product and provide support to you, where necessary.

2. **ACCESS TO MATERIALS:** The starting date of your access to the Product(s) is deemed to be the date of purchase. We will take all commercially reasonable steps to provide you with uninterrupted access to the Products. However, your access may be restricted from time to time for reasons beyond our control. Such reasons include force majeure events, power outages and actions from computer hackers and others acting outside the law. Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular maintenance and other reasons. In case of disruption, we will take commercially reasonable steps to restore your full access within a reasonable period of time. ‘Commercially reasonable’ in these terms shall mean reasonable efforts taken in good faith, without an unduly burdensome use or expenditure of time, resources, personnel or money.

We provide the materials ‘as is’ and without any warranties, whether express or implied, except those that cannot be excluded under statute. We also do not warrant that the materials will be error free, including technical inaccuracies.

Our aim is to provide course contents and materials of the highest quality. As such, improvements or changes to the Products or any other materials may occur at any time without prior notification in order to ensure that they are up to date and accurate.

The examinations for the relevant Products and certification shall be conducted at the place, at the time and through such modes and means as shall be communicated by the Company to the User, in advance, before the relevant examinations.

3. **Enrolment for National Institute of Securities Market (NISM) Examinations:**

The following Terms shall be additionally applicable where the mandate includes your Enrolment for NISM Examinations by Finx:

- a You alone shall be responsible for the use and security of email id which will help Finx to enrol you for the NISM examinations
- b Finx will have access to your initial password for the purpose of acknowledgement and registration of your enrolment with NISM. Therefore, promptly after Finx has sent you the examination hall ticket, you shall be liable to change your password and you shall not hold Finx responsible if you fail to change your password.
- c Finx shall destroy your password in our records once the hall ticket is sent to you.
- d Finx has created your profile with NISM based on information that has been provided by you and which Finx currently possess in good faith.
- e You alone shall be responsible for updating your NISM profile with the correct and updated personal information and Finx is absolved from all responsibilities to maintain and update the said profile on NISM on your behalf.
- f At any time before confirming the proposed date for attempting the National Institute of Securities Markets (NISM) exam, **the applicant needs to make all attempts to approve his profile on the NISM portal and make payment of the exam fees to AV Financial Experts Network Private Limited (Finx), for onward payment of the same to NISM in capacity as a pure agent on behalf of the applicant.** Once the exam fees have been paid by the applicant to Finx, the applicant shall be compulsorily required to communicate the proposed date for undertaking the NISM exam to Finx, within 1 (one) year of making payment of the exam fees to Finx, so that Finx can pay the same to NISM.
- g In case of failure of the applicant to communicate the proposed date of NISM exam, within the stipulated period of 1 (one) year from the date of payment of such fees to Finx, then the amount of such fees paid by the applicant to Finx shall be liable to be forfeited by Finx, without any further action on the part of FINX and in such case the applicant shall have no right, claim or interest against FINX for the amount of fees so paid by it to FINX.
- h In case the applicant wishes to take the NISM exam after 1 (one) from the date of payment of the exam fees, then the applicant shall be liable to again make payment of such fees to FINX, for it to pay the same to NISM.

4. **CANCELLATION AND REFUND POLICY:** The Products once purchased cannot be cancelled and the Company shall not be liable to refund any amount in respect of any Products that are purchased by you, once the payment for the same is made. Please determine the suitability of the Product(s) for yourself before purchasing the same.

It is your responsibility to ensure that you have the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to purchasing any Product. We will not provide refunds (if any) where your access to the Products is inhibited due to insufficient system requirements.

It is the sole and exclusive responsibility of the User to undertake the study of the Product(s), through the means facilitated by the Company or otherwise, and clear the relevant exams and the Company shall not be liable in case the User fails to complete the course and / or clear the relevant exams / certifications for any reasons whatsoever, including but not limiting to poor attendance, etc.

5. **RESTRICTIONS ON USAGE:** At our discretion we may restrict your access to the Products if you breach these terms, including without limitation:

- a) If we believe that you are abusing our cancellation policy; or
- b) Failure in adhering to the Terms & Conditions stated herein; or
- c) Failure to provide accurate information that is necessary for us to provide the Products to you.

In these circumstances, we will notify you in writing that your access to the Products will be restricted / prohibited / withdrawn.

6. **CHANGES AND MODIFICATIONS:** We reserve the right to discontinue and change our Product or any aspect of it at any time, including but not limited to program entrance requirements and other policies. Changes will be posted on the Platform, and you agree to be bound by these changes.

7. **OUR RIGHTS:** In addition to any other rights and remedies provided by law or these Terms & Conditions, we hereby expressly reserve all of our rights and remedies arising out of a breach of this Terms & Conditions and/or any infringement of any of our intellectual property rights.

8. **YOUR RIGHTS:** The Product purchased by you through the Platform grants you license to access and view the Product, alongwith the courses and content provided with the Product, subject to adherence to the Terms. You shall not copy, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials provided and shall not use the same for any purposes other than for your personal learning and education. The use of the Products for any other purpose is expressly prohibited under these Terms & Conditions. You shall also not permit anyone else to copy, use, modify, transmit, distribute or in any way exploit the Products or any other materials.

9. **LIMITATION OF LIABILITY:** There are risks inherent into using our Products and Services. The Products may be exposed to content that you would consider objectionable or offensive. We accept no liability towards your enrollment with us and access to content which you may find objectionable. We will not be liable for disputes, claims, losses, damages of any kind arising out of usage of the Product and the content.

During usage of Products and / or Services, you may find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third -party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies to understand the terms of the usage of such websites.

THE COMPANY DOES NOT PROVIDE ANY GUARANTEE TO ANY USER THAT SUCH USER WILL BE ABLE TO SECURE ANY JOB PLACEMENT OR EMPLOYMENT BY UNDERTAKING / ENROLLING FOR THE PRODUCTS AND / OR SERVICES OF THE COMPANY, THROUGH THE PLATFORM OR OTHERWISE AND ANY EXPRESS OF IMPLIED INFERENCE IN RESPECT THEREOF IS HEREBY EXCLUDED. THE COMPANY ALSO DOES NOT PROVIDES ANY WARRANTY OR ACCEPTS ANY RESPONSIBILITY WITH RESPECT TO SAFETY,

WORKING CONDITIONS OR OTHER ASPECTS OF EMPLOYMENT OR INTERNSHIP FACILITATED THROUGH THE COMPANY.

10. **INTELLECTUAL PROPERTY:** All rights, title and interest in intellectual property rights relating to the Products and Services including copyright, patents, trademarks, trade secrets, improvements, developments, proprietary information, know-how, processes, methods, business plans or models (including computer software and preparatory and design materials thereof) and all other intellectual property (whether registered or not) developed or created from time to time shall exclusively be owned by the Company. Nothing that you see or read in the Product can be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for any purpose or use other than your education and learning. All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorized use is prohibited.

11. **OUR RIGHTS:** We reserve the right at our sole discretion to modify and/or make changes to these Terms & Conditions at any time. If we make any material change, we may notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services or on the website. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Products and / or Services after changes become effective shall mean that you accept those changes. Any revised Terms & Conditions shall supersede all previous Terms & Conditions.

12. **DISCLAIMER:** Any information, content or Services made available on or through our Platform are provided "AS IS WHEREIS" and "AS AVAILABLE" without warranty of any kind (express, implied or otherwise), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that our Platform will operate in an uninterrupted or error-free manner, that the Platform is free of viruses or other harmful components, or that the Products or content provided will meet your needs or expectations. We also make no warranty about the accuracy, completeness, timeliness, or quality of the website or any Products or content, or that any particular courses or content will continue to be made available.

Use of our website, and the content and services obtained from or through the website, is at your own risk. Your access to or download of information, materials, or data through the website or any reference sites is at your own discretion and risk, and you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data.

UNLESS STATED OTHERWISE, PLEASE NOTE THAT THE COMPANY IS AN INDEPENDENT ENTITY AND IT IS NOT ASSOCIATED WITH ANY INSTITUTIONS AND / OR ANY GOVERNMENT ENTITY(IES) RENDERING SIMILAR PRODUCTS OR SERVICES OR WITH ANY OTHER FOREIGN BODY(IES) INCLUDING BUT NOT LIMITING TO THOSE PROVIDING PRODUCTS HAVING NAME(S) SIMILAR TO OR LIKE THAT OF THE PRODUCT(S) OF THE COMPANY.

13. **DATA RETENTION:** We will retain your personal information and other additional information provided by you for the purpose of registration with us for as long as the User Account is active or for such time as prescribed under the applicable law for financial reporting, audit and compliance purposes and to comply with its legal obligation.

14. **GOVERNING LAW:** These terms are governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts in Mumbai, India.

The User confirms that it has read and understood these Terms and Conditions and agrees to abide by the same in its entirety.