

Terms and Conditions

This website/app is operated by Social Buy Online Retail Private Limited (“**Company**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy, govern the Company’s, Social Buy Online Retail Private Limited’s relationship with you in relation to this website.

The term “Social Buy Online Retail Private Limited” or “us” or “we” or “Pesave” refers to the Company, which is the operator of the website/app. The term “you” refers to the user or viewer of our website.

The term “Distributor” refers to the Company’s Director Mr. Pranav Zota, who is the AMFI authorised mutual fund distributor.

I. The use of this website is subject to the following terms of use:

You understand and accept that the Company maintains the website <https://pesave.com> or related websites (going ahead referred to as “Site” or “website”) to provide visitors/users with information about Social Buy Online Retail Private Limited (“**Pesave**”) their products and services, and to facilitate communication with them for their services, and other mutual fund and general investment-related information.

You also accept that visitors to the Site are required to read the below terms, and use of the Site constitutes your acceptance and agreement to be bound by such terms, and the changes therein to the Terms from time to time, relating to your usage of the website as communicated or made available on the website.

You are aware and accept that all information, content, materials, products (including, but not limited to text, content, photographs, graphics, video and audio content) on the website is protected by copyright either in the favour of the Company or third parties from whom the appropriate permissions have been taken under applicable copyright laws and is also protected otherwise under general intellectual property law.

You understand and accept that all information, except your personal information and other data submitted by you for the purposes of transacting on the mutual fund units, through the Site shall be deemed the property of the Company, and the Company shall be free to use any ideas, concepts, know-how or techniques provided by you at the Site, in any manner whatsoever. On initiating a contact through the Site you agree to be contacted by the Company or any other entities with whom the Company has entered into an arrangement.

You agree that you shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through the Site, except that which you may download for your own personal and non-commercial use.

You agree that you will not use the Company's website for any purpose that is unlawful or prohibited by these Terms. You also agree you will not use the Site in any manner that could damage, disable or impair the website or interfere with any other party's use, legal rights, or enjoyment of the website.

You acknowledge that the software and hardware underlying the Site as well as other Internet related software which are required for accessing the website are the legal property of the respective Vendors. The permission given by the Company to access the website will not convey any proprietary or ownership rights in the above software/hardware. You agree that you shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software/hardware underlying the website or create any derivative product based on the software/hardware.

You understand and accept that not all the products and services offered on this website are available in all geographic areas and you may not be eligible for all the products or services offered by the Company. The Company reserves the right to determine the availability and eligibility for any product or service offered on the Website.

You understand and accept that Company is/are not responsible for the availability of content or other services on third party sites linked from the website. You are aware that access of hyperlinks to other internet sites are at your own risk and the content, accuracy, opinions expressed, and other links provided by these sites are not verified,

monitored or endorsed by the Company in any way. The Company does not make any warranties and expressly disclaims all warranties express or implied, including without limitation, those of merchantability and fitness for a particular purpose, title or non-infringement with respect to any information or services or products that are available or advertised or sold through these third-party websites.

The Company shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Company to perform any of its obligations under these terms and conditions or those applicable specifically to its services/ facilities 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 , 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, unauthorised 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.

By using the services provided through this Website, you shall be deemed to have accepted the Terms and Conditions herein including the amended terms and conditions published on the website.

II. Additionally by continuing Using the Website or Services by the Company, or as the case may be , You are confirming that:

You are 18 years of age or older and where you are acting as Guardian on behalf of a minor, you have the necessary authority to register/sign up for the services on behalf of the minor.

You have understood and agreed to abide by the terms of the Investment Services Agreement and other service-specific agreements thereunder. This agreement is part of the other service-specific agreement and Investor Application Form which is generated once you confirm your registration. You are required to sign it.

You have read and understood the Privacy Policy published on the Website.
The information you provide when you register on the Website is true and correct.

The Company, may contact you by phone and/or E-mail in connection with your registration.

III. Investment Services Agreement

It is hereby clarified that the services of distribution of mutual funds and investment advisory are being rendered by its director Pranav Zota respectively. It is further clarified that Pranav Zota is the AMFI registered mutual fund distributor.

The Company is not rendering the services of mutual fund distribution and investment advisory, and it is just providing a platform to its users and Pranav Zota, to facilitate the transaction of investment in mutual funds and investment advisory respectively.

A. You acknowledge that:

You have applied for an Investment Account after understanding the nature and scope of services (“Services”) provided by us, and you shall be bound by the detailed terms and conditions with respect to the investment account and the investments carried out or as the case may be investment advisory rendered therein.

B. Under this Agreement:

Distributor's obligations are to provide Services as below:

- (i) Facilitate subscription and redemption of mutual fund units by transmitting money and instructions to the appropriate AMC, as per your instructions.
- (ii) Securely and confidentially maintain a record of your personal information and financial transactions.
- (iii) Promptly and efficiently respond to your queries relating to your online investment account.

C. Under this Agreement, your obligations are to:

Ensure that the money you invest is from your bank account (primary holder's bank account in case of Investment Account held jointly), and the same is from legitimate sources and remitted through approved banking channels.

You also agree to keep your login credentials safe and secret.

You further agree to promptly change your login credentials and inform the company of any actual or suspected unauthorized use of your login credentials.

You also agree to make an informed investment decision by reading the offer documents of the mutual fund schemes that you are investing in.

Before investing, you shall seek independent financial planning, legal, accounting, tax or other professional advice.

D. You further acknowledge and agree to the following:

You are aware that Pranav Zota is an AMFI registered distributor of mutual funds. If you buy a regular mutual fund, Pranav Zota receives commissions from AMCs, details of which are available on the Mutual funds Website.

Your Investment Account will be activated after the Company, or as the case may be the Asset management company, verifies your personal information in accordance with the Know Your Client ("KYC") guidelines issued by the Securities and Exchange Board of India ("SEBI").

The company and the distributor does/do not, and is not obliged to, offer all mutual fund schemes for investment or as the case may be, all kind of investment advisory services. By limiting the number of schemes on the Website, neither the Company nor the distributor makes any representation as to the quality, bona fides or nature of any AMC or mutual fund scheme, or any other representation, warranty or guaranty, express or implied.

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

In case you violate this agreement, or any local or international laws, the company, at any time and at its sole discretion, terminate your Investment Account and/or prevent you from accessing the Website and/or Services at any time and at its sole discretion.

The Company, may modify these terms at any time. Your continued use of the services will imply your acceptance of the changes.

E. Refund policy

Transactions will be completed only after successful transfer of money from the customer's bank account registered with AMC.

Transactions once completed cannot be canceled by the customer.

With respect to investments in mutual funds, in case of successful transfer of money but the failure of the investment transaction, money would be refunded to the registered bank account by the AMC only.

F. You will not dispute or hold the company responsible for:

- Any act that is not an obligation of the companies in this Agreement;
- Any disclosures made by The company to any statutory body under any law;
- Any loss, notional or otherwise, incurred because of delays either at the bank, NPCI, registrar and transfer agency and/or the AMC;
- Rejection of your instructions by the bank, registrar and transfer agency and/or AMC;
- Processing of instructions authenticated by your login credentials, non-availability or non-accessibility of the Website, telephone(s), or office(s) of
- The company in case of circumstances beyond Distributor's control.

G. Governing laws

The laws of India shall govern this Agreement. All disputes are subject, firstly, to mediation, and then by Arbitration by a sole arbitrator appointed by the Company. The venue of arbitration will be Mumbai. Courts of Mumbai shall have exclusive jurisdiction over the disputes arising out of this Agreement.

H. SEBI Caution

Investment in the securities market (including mutual fund investments) are subject to market risks, read all investments and scheme-related documents carefully.

For the purposes of this Agreement, the term "Offer Document/s" shall refer to a collective term for Offer Document, Scheme Information Document, Statement of Additional Information, Key Information Memorandum, issued by the Asset Management Company that manages the mutual fund.

J. Confidentiality

Except for the purposes of performing its obligations under these terms and conditions and affecting the transaction contemplated herein, you, the Company shall keep confidential all non-public information provided to each other and shall not disclose such information to any third party except for such information which:

- is or becomes generally available to the public (other than as a result of a disclosure by a party);
- was available to a party on a non-confidential basis prior to its disclosure by the other party;
- becomes available to the party on a non-confidential basis from a third party, is not bound by the confidentiality contained herein or is not otherwise prohibited from transferring such information to such party;
- the party has permitted disclosure;
- a party is requested pursuant to, or required by, law, regulation, legal process or regulatory authority to disclose;
- is disclosed a party's affiliates or to its and their respective employees and advisors (including legal advisors) who need to know in order to perform its obligations hereunder and who are informed of the confidential nature of such information.
- is disclosed a party's affiliates or to its and their respective employees and advisors (including legal advisors) who need to know in order to perform its obligations hereunder and who are informed of the confidential nature of such information.

K. Limitation of Liability, Indemnity, and warranty:

- In no event shall the Company, and/or the distributor be liable to you for any loss or damage that may cause or arise from or in relation to these terms and conditions or due to use of this Website or due to investments made using this Website.
- You agree to indemnify the Company, and/or the distributor, its directors and employees for all the liabilities (including claims, damages, suits or legal expenses in defending itself in relation to the foregoing) arising due to non-performance and/or non-observance of the duties and obligations under these terms and conditions or due to your acts or omissions.
- You warrant that all the details and information provided by you to the Company, and/or the distributor while using this Website (including for the purposes of carrying out investments) shall be correct, accurate and genuine and the same shall be your proprietary. You further warrant that providing of

such details and information in the Website or sharing of the aforesaid details/information shall not violate any third party right or the intellectual property right of the others.

- You hereby further acknowledge and agree that you may create a pool or selection of Mutual Funds (“**Portfolio**”) either for the purposes of subscription or otherwise (including for the purposes of your own analysis). While creating such a Portfolio, you shall be given an option to make the Portfolio created by you to be made or not to be made public. If opted to be made public, you acknowledge and agree that such Portfolio can be copied or used by the Company, and/or the distributor or the users of this Website for the purposes of investment or otherwise disclosing your identity. In such cases, you shall not claim any royalty or other financial/monetary benefits or compensation from the Company, and/or the distributor or the users of this Website.
- Notwithstanding whether you opt to make your portfolio public or non-public, you hereby specifically acknowledge and agree that you shall not have any proprietary right or intellectual property right over the choice, selection, idea or concept of pool of Mutual Funds in that Portfolio; and the Company, and/or the distributor shall have the right to adopt or copy the Portfolio for its commercial and non-commercial use.
- Further, you (and all the users of this Website) shall be solely responsible for any investment decision taken by it on the basis of the Portfolio created using this website or the system generated analysis of such a Portfolio; and the Company, and/or the distributor shall not be liable for any loss or damage caused to you or other users of this Website due to such an investment decision, or any kind of reliance upon it. The Company, and/or the distributor specifically disclaim the accuracy of the analysis or data generated or reflected while creating such a portfolio.