

# TATA CAPITAL

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## Terms & Conditions

These terms & conditions are legally binding between you, the user (“you”/“user”), and Tata Capital Limited, and all its fellow subsidiaries (“We”/ “us”/ “the Companies”), establishing the terms & conditions (“Terms”) under which any service offered by the Companies’ website / mobile application (“Portal”) may be used/accessed. By accessing this Portal, or any pages/links thereof, and/or using the information or services provided on or via this Portal, you agree to be bound by these Terms. In the event of any conflict between the terms and conditions of specific products and services and these Terms, the conditions specific to such products and services shall prevail.

### Declaration

- You declare that you are an Indian resident and that all the particulars and information provided by you in the application form or on the Portal or otherwise are true, accurate and complete and that they shall form the basis of any products or services which We may decide to offer.
- You expressly authorise us to carry out the Know Your Customer (KYC) and other requisite checks by such processes as may be permissible under law including authentication/verification of documents or details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other authorities constituted by law.
- You understand that you would be required to submit necessary documents, proofs such as identity, address and photographs or any other document required to meet regulatory/statutory requirement.

### Content

This Portal contains a variety of information and content, including but not limited to copyrighted material, such as information, text, directories, graphics, photographs, illustrations, images, video and audio clips, sound clips, advertising and promotional materials, data, software, compilations, designs, graphical interface, and overall look and feel, trademarks, logos, trade names, service marks, and trade identities, whether registered or unregistered (collectively the Trademarks), and other forms of information and intellectual property (all of the foregoing collectively and individually are referred to as Content). Nothing in the Content shall be construed as being investment advice. Nothing in the Content shall be construed as a solicitation to buy or sell any security or product, or to engage in or refrain from engaging in any such transaction. It does not constitute a personal recommendation or take into account the particular investment objectives, financial situations, or needs of the

User. You are advised to exercise due caution and/or seek independent advice before availing any facility or entering into any investment or financial obligation based on the Content contained on the Portal.

The Content is based upon information obtained from sources believed to be reliable, but We do not make any representation or warranty that it is accurate, complete or up to date and it should not be relied upon as such. We do not have any obligation to correct or update the Content. We shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the Content. We do not provide, at any time, any express or implied warranty of any kind, regarding any Content, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The User of the Content should rely on their own investigations. The Content is subject to change without any prior notice. We reserve at our absolute discretion the right to make or refrain from making modifications and alterations to the Content from time to time. Neither the Company nor its directors, employees, agents, representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of the Content. Before making an investment decision on the basis of the Content on the Portal, the User needs to consider, whether the decision is appropriate in light of their particular investment needs, objectives and financial circumstances. There are risks involved in securities trading. The price of securities can and does fluctuate, and an individual security may even become valueless. International investors are reminded of the additional risks inherent in international investments, such as currency fluctuations and international stock market or economic conditions, which may adversely affect the value of the investment. Neither the Company nor the director or the employee of the Company accepts any liability whatsoever for any direct, indirect, consequential or other loss arising from any use of any Content.

All rates, charges and fees quoted / stated for various financial products and schemes and interest rates cited as examples of rates which may be in effect from time to time are indicative rates only and are subject to change at any time at our sole discretion as the case may be, and applicable Indian laws. These charges, fees and rates may change depending upon the assessment made by us in individual cases upon receiving necessary information and documents.

The Content contained on this website or other terms are provided on an “as is”, “as available” basis and are protected by copyright. You may not distribute the Content to others without our express written consent. You may not copy, download, publish, distribute or reproduce any of the Content contained on this website in any form without our prior permission .

Use of the products or services described on this Portal may not be permitted in some countries and if in doubt, you should check with your local regulator or authority before requesting further information on such products/ services.

## **No Representation or Warranty**

No information sent through this Portal or available on this Portal shall constitute any representation or warranty by us regarding the credit-worthiness, financial performance or prospects, solvency, or viability of any company or other legal entity or the business carried on by such entity.

This Portal may contain advice/ opinions and statements of various professionals/ experts/ analysts, etc. Reliance on these statements shall be at the risk of the user of the Portal. It is your responsibility to independently verify and evaluate the accuracy, completeness, reliability and usefulness of any opinions, services or other information provided on this Portal. You shall be responsible in obtaining and maintaining all computer hardware and other equipment needed for access to and use this website and other related links. All information in this website is being provided under the condition and understanding that the same is not being interpreted or relied on as legal, accounting, tax, financial, investment or other professional advice, or as advice on specific facts or matters. We may at any time (without being obliged to do so) update, edit, alter and or remove any information in whole or in part that may be available on this website and shall not be held responsible for all or any actions that may subsequently result in any loss, damage and or liability. Nothing contained herein is to be construed as a recommendation to use any product or process, and We make no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise. You are expected to keep abreast of any changes made in the Portal and the information available on it on a regular basis and We undertake no responsibility about advising the user/clients about any such changes. We make no warranties as to the confidentiality or security of the information or messages whether personal or otherwise transmitted through the Portal unless otherwise specified expressly.

Though we will endeavour to ensure that information contained on the Portal is obtained from sources which, it feels, are reliable, We do not warrant such information's completeness or accuracy.

## **Accuracy of information**

You will use the Portal only with your registered mobile number /email address with OTP verification / User ID and password and you will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or any information you submit to the Portal. You agree to provide true, accurate, current, and complete information about yourself, and, as permitted, to maintain and update it continuously and promptly to keep it true, accurate, current and complete. We shall not be responsible for any failed login due to incorrect details being provided by you.

## **Password Obligations**

You agree to accept responsibility for all activities that occur under your User ID and Password. You are responsible for maintaining the confidentiality of your Password, and for restricting access to your computer so that others may not access the Portal in your name and under your User ID and Password. You agree to immediately notify us of any unauthorized use of your User ID or Password or any other breach of security. We shall not be liable for any loss or damage arising from your negligence or failure to comply with any of the foregoing obligations.

## **Link to Other Sites**

The Portal may provide links to other web sites and/or resources (including advertisements) that we do not maintain or are not under our control "(Third Party Web Sites). You agree that as part of certain journeys, you may be redirected to a website which is owned and controlled by a third party. The contents displayed or products / services offered on such linked websites or any quality of the products/ services are not endorsed, verified or monitored by us. We are also not responsible for the owners or operators of such external links or websites or for any products or services they supply or for the contents of their websites and do not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this Portal includes a link infringes the intellectual property rights of any third party). You shall continue to be responsible and liable to comply with any terms and conditions that any linked website/ third party controlled website may place on its website. Your use of such Third Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. Your access to and use of such Third Party Web Sites is solely at your own risk, and you agree that we will not be responsible or liable for any loss or damage of any sort that you may suffer as the result of your dealings with such Third Party Web Sites.

## **Portal Availability**

We do not warrant or guarantee any uninterrupted or error-free operation of this Portal or any portion thereof and will use reasonable efforts to maintain its operation and availability. The full range of services of this Portal may not be available in all locations. You acknowledge that functions of this Portal would require an active internet connection which can be Wi-Fi or the Local Area Network (LAN) connection. We do not assume any responsibility/liability if the Portal is not fully functional due to absence/ insufficiency of the required internet connection. We will not be concerned with any dispute between the user and the Internet Service Provider and/or any third party providing the internet connection or any other services responsible to run the Portal. We do not undertake any liability/ responsibility to you for any disruption in any of the transactions undertaken on the Portal or in case any transaction or payment is unsuccessful or interrupted whether due to any insufficient network/ internet connection or any lapses or shortcomings in any of the Third Party Websites/hosts/ servers or otherwise.

## **Intellectual Property Rights**

All the information provided on or via this Portal (including all texts, graphics, design or logos) shall be the intellectual property of the Company. You agree not to copy, forward, download or share Content without obtaining the necessary rights or permissions to do so. All rights relating to the Portal as well as its functionalities are the exclusive property of Tata Capital Limited and/or Tata Sons Limited (particularly including but not limited to copyrights, trademarks, source code, patents as well as any other intellectual property right). All the information provided on or via the Portal (including all texts, graphics, design or logos) shall be the intellectual property of Tata Capital Limited. You also agree not to abuse the use of the Portal.

## **Sharing and Using Personal Information**

You agree that We may collect, communicate, store, share any information that may be considered to be “Sensitive personal data or information” under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 or any amendments, modifications or re-enactments thereto.

You agree that the company, its affiliates or the employees or agents may share all information and details as provided by you to any third party including but not limited to its group companies, service providers, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies etc. for customer verification, personalisation of products and services, credit rating, data enrichment, marketing or promotion of the products or services of Tata Securities Limited or its subsidiaries/ affiliates or of any other service provider. You agree that you consent to receiving any other information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from us or other service provider even though your name appears in the National Customer Preference Registry (Do Not Disturb Registry). You expressly agree that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to you or your family members. You expressly and irrevocably consent that for any claim against the service providers, We/affiliates shall not be liable and your claim on this account shall be against the service providers and/or tele-callers. You agree to the use of WhatsApp or other applications for communication or sharing of information or documents or for sending notices, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information or issuance of notices through them.

## **Modification or Suspension of the Portal or Access**

We reserve the right, in our sole discretion, to modify or discontinue the Portal , or any portion of the Portal, without notice to you or any third party. We also may, in our sole discretion, refuse or restrict anyone from access to the entire Portal or any portion of the Portal and you shall be bound by such modifications.

## **Modifications to these Terms**

We may make changes to these Terms from time to time at our sole discretion, by updating and posting the revised Terms on the Portal and you shall be bound by such modifications. Accordingly, when you visit the Portal you should periodically check to see if a new version of these Terms has been posted.

## **Access to information**

By visiting or using the Portal, you agree to placement of cookies on your device. This Portal is meant for Indian citizens and residents and no services shall be provided to any citizens, residents, persons or entities accessing in or accessing from the European Union. If you are any of the foregoing, kindly do not access the Portal.

## **Legal Proceedings**

You confirm that you have/had no insolvency proceedings against you nor have you ever been adjudicated insolvent by any court or other authority.

## **Suspension and cancellation**

We can at any time, without the need to give a reason, notice or compensation, suspend your ability to visit or use the Portal. The suspension or cancellation of the licence to visit or use the Portal will mean that you will no longer have any access to your data, without you having any recourse against us.

## **Accuracy and correctness of Information**

You confirm that any information provided by you or any details entered into the Portal are correct and you undertake to pass on any modifications to us. You shall indemnify and hold us harmless against any loss, damage or costs suffered / incurred by us as a result of erroneous information supplied by you or your authorized users.

Specifically, you are responsible for the confidentiality of any codes and passwords allowing you to visit or use the Portal, and access to your information as well as this use and this access by any third party, whether or not they are authorised by you.

## **Indemnity**

You agree to indemnify us and our Affiliates and our and our Affiliates' respective employees, officers, directors against all or any claim, including but not limited to damages, costs, expenses, as a result of such claim, with regard to all actions, proceedings, costs, damages, losses, expenses, penalties, claims, demands and liabilities howsoever arising from any breach of these Terms.

## **Limitation of Liability**

We, our directors and employees accept no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential, punitive, or exemplary loss, damage or expenses) from your visit to or use of the Portal or any linked site or inability to use by any party, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with the Portal, its Contents or associated services, or due to any inaccessibility of this website or any part thereof or any contents or associated services even if the entities are advised of the possibility of such damages, losses or expenses.

## **Governing Law**

This Portal and the terms and conditions shall be governed by and construed in accordance with all applicable laws of India, unless stated otherwise. All disputes arising out of or in connection with these terms and conditions or use of the Portal shall be submitted to the exclusive jurisdiction of the courts of Mumbai. The Governing Law shall be Indian Law.

## **RBI Disclaimer**

- a) Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any statements or representations made or opinions expressed by the company and for discharge of liability by the company.
- b) Neither is there any provision in law to keep, nor does the company keep any part of the deposits with the Reserve Bank and by issuing the Certificate of Registration to the Company, the Reserve Bank neither accepts any responsibility nor guarantees for the payment of the deposit amount to any depositor.