



Niyogo Wealth Terms and Conditions

Please read the following terms in respect of the Niyogo Wealth (“Niyogo Wealth”) to be provided by Finnew Technologies Private Limited (“Niyogo”) available on the Niyogo Global mobile application, referred as “Platforms”).

1. You can use your Niyogo account to log-in and use Niyogo Wealth. The purpose of Niyogo Wealth is to keep track and manage your personal finances and investments made by you.
1. If you have an account with Niyogo, Niyogo is providing you a non-exclusive, non-transferable, non-sublicensable, revocable, and single-use license to access Niyogo Wealth. This license is for your personal use only, and not for any commercial license purposes.
1. You can now use the Platforms to invest in third party mutual fund scheme units and third party insurance policies (“Products”).
1. [Please note, that fulfilment services of purchasing the Products is facilitated by Alphafront Finserv Private Limited (“Alphafront”) (<https://www.goalwise.com/>). You agree that Niyogo is not responsible for any services to be rendered by Alphafront in respect of purchase of the Products. You expressly agree that you have read and understood the terms and conditions of Alphafront (<https://www.goalwise.com/terms>) prior to using Niyogo Wealth
1. For the purpose of utilising Niyogo Wealth, you may be required to provide information/documents, other than what has already been provided to Niyogo (all such existing and new information and documents, “Information”). You warrant that all Information provided by you for using Niyogo Wealth is correct and accurate and belongs to you Further, you understand and agree that Alphafront is required to complete a KYC (Know Your Customer) process prior to you purchasing any Products. Therefore, you acknowledge and agree that until completion of the KYC process, you will not be able to use Niyogo Wealth.

1. You authorise and agree that your Information will be shared with Alphafront, who will in turn share such Information with other third parties to facilitate completion of your transactions initiated under Niyo Wealth.

1. You understand and agree that Niyo is not distributing any Products or providing any advice regarding which Products you should invest in. You agree that Niyo is an intermediary platform which enables you to browse through Products of various third party entities (“Third Party Entities”, or individually “Third Party Entity”).

1. You may choose to invest in any such Product that is best suited for your financial needs, at your sole risk. You acknowledge and agree that you will directly invest in the Products. To review the terms of any of the Products (“Transaction Documents”) please visit the website of the concerned Third Party Entity.

1. You acknowledge and agree that Niyo only facilitates the actual transactions/purchase of the Products, and any purchase of the Products will be a contract directly between you and such issuing Third Party Entity, and that under no circumstances shall Niyo be responsible for any action/omission/document of Alphafront and/or any Third Party Entities. It is expressly clarified that Niyo is not responsible for any dispute arising out of the purchase of the Products. You agree to contact the Third Party Entity directly for any issue/query/dispute arising out of the Products purchased by You via the Platform.

1. You shall be responsible for all your financial transactions. You undertake to supervise and be responsible for accessing the Platforms under your account and absolve Niyo from any liability.

1. You acknowledge that Niyo Wealth is available on the Platforms may be based on your geographical location. Niyo reserves the right to determine the availability and eligibility of Niyo Wealth offered on the Platforms.

1. You acknowledge that any advisory services being provided to you is on the basis of your folio and on the Information provided by You. You agree and acknowledge that any decision taken by you is solely your responsibility and Niyo will not be responsible for any consequences thereof.

1. The information and views contained on the Platforms are based on Information available and believed to be correct to the best of Niyo’s knowledge and Niyo does not assume responsibility

for the accuracy or for any loss arising out of any information contained herein. Niyo Wealth is neither a solicitation to invest in any Product nor to avail of a particular service and Niyo does not warrant or make any representations regarding the use or the results of the use of any Product or service.

1. It will be your responsibility to read all Transaction Documents, including the scheme offer documents and insurance policies, carefully, to make a voluntary and informed choice of your future financial transactions and investments. You acknowledge and agree any Transaction Documents, is the proprietary document of a third party, and in the event of any queries, issues or conflicts, You will contact the transaction processing platform or such third party directly. Niyo shall not be liable for any actions, omissions, and/or documents of the transaction processing platform or any such third party.
1. Niyo does not warrant that Niyo Wealth, the Platforms, information, content, or products (including software) included on or otherwise made available to You through the Platforms are free of viruses or other harmful components. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.
1. Niyo's affiliates, respective investors, directors, employees, agents, suppliers, and Niyo shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of the Platforms, whether based in contract, tort, strict liability, or other theory. Subject to applicable laws, in no event will Niyo's employees', agents', partners, contractors', directors' and Niyo's aggregate liability arising from or related to Niyo Wealth, exceed [Rs.1000/-], for any and all causes of action brought by you or your agents.
1. You acknowledge, agree, and undertake that mutual fund investments are subject to market risks, and that you have read all scheme-related documents carefully prior to completing any transaction on the Platform.
1. You expressly agree that the past performance of any Product/Third Party Entity is not an indicator of future performance.
1. Any projected returns shown on the Platforms are for the purpose of illustrating a path to achieve a goal and is based on some assumptions as mentioned there itself. Hence any projection on the

Platforms should NOT be construed as an assurance or guarantee that the objectives of the recommendations will be achieved.

1. You acknowledge and agree that Niyo shall not be held responsible for any reason whatsoever, for any losses or damages incurred by you due to the following:
 - a. any information provided on the Platforms about the Products, Transaction Documents, and/or Third Party Entities are gathered or provided by third party sources. You herein agree that Niyo shall not be responsible for the accuracy or correctness of any such information provided on the Platforms;
 - b. any information and/or suggestions provided to You through the Platforms should not be treated as investment or financial advice;
 - c. any use of Niyo Wealth and the Platforms by you, and any purchases of Products thereto;
 - d. all actions/omissions taken/not taken under your account, as the case maybe; and
 - e. any and all losses incurred by you on the Platforms.

1. You agree to defend, indemnify and hold harmless Niyo, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys' fees and costs) arising from:
 - a. Your use of and access to the Platforms;
 - b. Your violation of these terms contained herein;
 - c. Your violation of any third party right, including without limitation any copyright, property, or privacy right; or
 - d. Your violation of any applicable law.

1. Miscellaneous

- a. Niyo reserves the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the service or any of the Platforms (or any portion thereof) with or without notice. You agree that Niyo will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Platforms.
- b. You will also be required to follow any terms, policies, and additional terms of any Third Party Entities, Alphafront, and/or any other third parties that are vital to completion of the transactions on the Platforms.
- c. These terms and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Niyo without restriction.
- d. The failure of Niyo to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.
- e. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect.

- f. These terms are governed by the laws of India. All disputes are subject, firstly, to mediation, and then by arbitration by a sole arbitrator appointed by Niyo. The venue of arbitration will be Bangalore. Further, any matters arising under these terms shall be subject to the exclusive jurisdiction of courts located in Bangalore.

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