

### Terms of Service

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The brand name PortfolioBuddy and domain name PortfolioBuddy.in (hereinafter referred to as "Website/PortfolioBuddy") is owned by Mr Anish Pillai.

Please read these Terms and Conditions of Use ("Terms") carefully. These Terms, along with the others found on our website, include our policy for acceptable use of PortfolioBuddy.in, its content the content posted on the forum, your rights, obligations and restrictions regarding your use of this Site. By accessing PortfolioBuddy.in, you accept, without limitation or qualification, all the Terms applicable to the website, as amended from time to time. You are only authorized to use PortfolioBuddy.in and its services if you agree to abide by all applicable laws and to these Terms. If you do not accept these Terms, you must discontinue use of PortfolioBuddy.in and or any of its services directly or indirectly on partner website, platforms.

We may modify these Terms from time to time and such modification will be effective upon posting on this Site. You agree to be bound to any changes to these Terms when you use this Site after any such modification is posted. It is important that you review these Terms regularly to ensure you are updated as to any changes made.

By impliedly or expressly accepting these Terms of Service, you also accept and agree to be bound by other policies and agreements, which may be amended from time to time. As long as you comply with these Terms of Use, We grant you a personal, non- exclusive, non- transferable, non-sub- licensable limited privilege to use the Website, and avail the services therein. These Terms of Service are to be read in concurrence with the agreement or contract that the user has with PortfolioBuddy.

We reserve the right, in our sole discretion, to terminate the access to the website and the related services or any portion thereof at any time, without notice.

"We", "Us", "Our" "Company" shall mean PortfolioBuddy with website as PortfolioBuddy.in, a domain owned by Anish P.

"Terms", "Terms and conditions", "Policy", "T&C" shall mean the entire Agreement and all parallel policies that you agree to in mutual agreement by using our Website or Services.

"You", "Your", "User" refers to the user of the Website or the Service. "User" in this context shall mean and refer to the legal / natural entity the Company has entered into an agreement with to facilitate and provide the User's access to Research Services and other content available on the Website. It is hereby specified that the term User shall also include legal / natural entities making payment for Research Analyst services offline through modes of payment other than Internet banking or the payment gateways made available.

"Content" refers to any text, image, graphic, video, audio or all forms of data which are made available on the Website or sent via email/brochures/pamphlets etc.



### ADDITIONAL TERMS

Additional Terms may apply when you use / purchase Products or Services on the website. You agree to abide by the terms and conditions imposed us, including payment of all the amounts when due, and comply with all rules and restrictions regarding the Products or Services.

### ABOUT US

Anish Pillai. is a SEBI Registered Research Analyst (INH000010788) and runs the services under the brand name PortfolioBuddy with its website as www.PortfolioBuddy.in

### RESPONSIBLE PARTY

In the event you provide us with false and inaccurate details or we have reasonable reasons to believe you have done so, we hold the rights to permanently suspend your account.

### COMMUNICATIONS

By using this website, it is deemed that you have consented to receiving calls, autodialed and/or pre-recorded message calls, SMS, from us or our vendors, at any time, on the telephone number / contact information that has been provided by you even if the contact number you have entered is on DND (Do not Disturb), for the use of this website or our services. We may send inquiry confirmation / intimation, booking confirmation, cancellation, payment confirmation, schedule change or any such other information relevant for the transaction, via SMS or by voice call on the contact number given by the User at the time of registration / reservation. We may also contact you to clarify your inquiry, seek additional details pertaining to it, etc. The use of this website is also your consent to receive SMSs from us and our vendors at any time, as we deem fit. This consent to be contacted is for purposes that include and are not limited to clarification calls and marketing and promotional calls.

You may also be contacted by Service Providers with whom we have entered into a contract in furtherance of our rights, duties and obligations under this document, and all other policies followed by Us. The sharing of the information provided by you is governed by the Privacy Policy.

You hereby unconditionally consent that such communications via SMS and/ or voice call is (a) upon your request and authorization, (b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI) and (c) in compliance with the relevant guidelines of TRAI or such other authority in India and abroad.

You hereby agree and undertake to indemnify us against all types of losses and damages incurred by us due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous compliant raised by you against us with respect to the intimations mentioned above or due to a wrong number or email id being provided by you for any reason whatsoever.



## SUBSCRIPTION OF RESERARCH ANALYST(RA) SERVICES IS SUBJECT TO THE FOLLOWING:

ALL investments ARE SUBJECT to market risk. One may lose some or all capital. As a recipient to RA services, you will require proper decision making, money management and psychology. You shall solely be responsible for all trading and investment decisions taken by you even if it is based on our research report.

FREE TRIAL OR PAST PERFORMANCE REPORT ARE PROVIDED MERELY FOR INFORMATION PURPOSES AND SHOULD NOT BE REGARDED AS A PREDICTION OR GUARANTEE OF ANY FUTURE RESULTS. PAST PERFORMANCE HAS NOT BEEN INDEPENDENTLY VERIFIED. PAST PERFORMANCE IS BASED ON BACK TESTS.

You undertake that you fully understand the risk involves in investment in equities. You understand that you are taking risks in investing in equities for possible higher returns. You expressly agree to assume such risks. You represent and warrant that you are able to bear investment risks and have the necessary experience and knowledge to understand the risks involved in Investment transactions.

You shall indemnify and hold harmless the promotors, directors, representatives, officers and employees for any claim, suit, action, loss, damage or expense which you may incur as a result of your decision to invest in equities on our recommendations.

You acknowledge that you will exercise your own independent judgment in using any of the information and reports provided by us and that you will conduct your own research into the suitability of your investments as per your Risk Profile. You acknowledge that you will exercise your own independent judgment in subscribing the suitable package/s (if any) as per your Risk Profile. The payment should be made only from the client's own bank account / cards You also acknowledge that you will complete and comply with the KYC norms on time to time.

PortfolioBuddy may, in its absolute discretion, suspend/hold the research analyst services where the KYC requirements are incomplete or incorrect or showing status as pending in KRA sites. The client will not hold PortfolioBuddy liable for such incidents.

NRI clients must ensure that stocks recommended by us are not in RBI ban list before investing or executing the order with their trading member.



### REFUND AND CANCELLATION POLICY:

There will be ABSOLUTELY NO REFUNDS and CANCELLATIONS.

We do not offer refunds on subscriptions that have already been taken.

For this reason, we strongly recommend that before payment, our visitors: o Read all information about our products, services and support given to our clients. o Evaluate the quality of our services. o Read all About Us. o Read the Frequently Asked Questions (FAQ) sections. o Read our Terms of Use. o Read our Privacy Policy

Do not allow children or other unauthorized family members or friends to access your credit cards or your account at the payment site to ensure that no one pays for a Membership without your permission.

By making a payment for Subscription, you acknowledge that you have read and agree to the above No Refund and No cancellation Policy.

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### WITHOUT LIMITING THE FOREGOING, THE FOLLOWING BEHAVIOURS ARE STRICTLY PROHIBITED:

o Strong, vulgar, obscene or otherwise harmful language. o Racially, ethnically or otherwise, objectionable language. o Harassing, intimidating, stalking or threatening other community members o Libelous, defamatory or otherwise tortuous language. o Impersonation of another person or persons. o Posting, distributing, transmitting or promoting illegal content. o Invasion of another's privacy. o Actions those are hurtful or harmful to minors. o Posting, providing, transmitting or otherwise making available any materials or information infringing on the rights of a third party, or information that is misleading. o Posting, providing, transmitting or otherwise making available any junk mail or spam. o Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of our or our vendor websites or another's computer. o Probe, scan or test the vulnerability of the Website or any network connected to the Website, or breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other User or vendor of the website, including any website Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website. o Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites. o Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service.

We will cooperate with any law enforcement authorities or court order requesting or directing PortfolioBuddy.in to disclose the identity of anyone posting any such information or materials.



## INTELLECTUAL PROPERTY

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The User shall retain all right, title, and interest in and to (i) the Custom Deliverables (but not the Intellectual Property Rights relating to the creation for such Custom Deliverables, including the templates and methodologies for such Custom Deliverables, all of which are deemed to be our IP); (ii) its business, technology, trademarks, ad creatives, campaign parameters, and websites and all other Intellectual Property Rights in materials that are developed and owned by User prior to the date of this Agreement; and (iii) any and all Works that User develops independently that are not derived from or incorporate the Services, Deliverables, or Pre-Existing Materials (collectively, "User Materials"). User grants to PortfolioBuddy a nonexclusive, fully paid license (A) to use, reproduce, distribute and prepare derivatives of the User Materials for the sole purpose of performing the Services and creating Deliverables/Custom Deliverables for User, and (B) to collect, analyze and prepare derivatives of non-personally identifiable data resulting from

User's use of the Services and to use and distribute such nonidentifiable data on an aggregate basis with data from several other publishers as long as PortfolioBuddy does not disclose User's identity or the identity of persons associated with User.

### PORTFOLIOBUDDY INTELLECTUAL PROPERTY

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IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED IN THE LIMITATION ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN TOTAL, THE SUM OF INR 2,000.



### **JURISDICTION**

This agreement is governed and construed in accordance with the Laws of Union of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Delhi, New Delhi, India, in all disputes arising out of or relating to the use of PortfolioBuddy site/services. Use of the PortfolioBuddy site/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold PortfolioBuddy.in, affiliates, officers, Proprietor, employees, and representatives harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the PortfolioBuddy site/services.

The section titles and other headings in these Terms are for convenience only and have no legal or contractual effect. Your acceptance of these Terms, and your use of the Site do not create a joint venture, a partnership, an employment, or an agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions.

### OTHER SERVICES

Notwithstanding anything else to the contrary, it is hereby specified that any service availed by you shall be subject to specific terms governing such transaction, OVER AND ABOVE the terms set forth herein. If for any reason, the terms in the other policies governing any service product is at odds with the terms herein, the terms set forth there shall be deemed to have prevailed.

### THIRD-PARTY DISCLOSURES

The Service Provider has a contractual arrangement with a vendor Smallcase Technologies Private Limited (STPL); whereby STPL provides technology solutions and related back-end infrastructure and support for back-office related operations & processes. It also facilitates transactions in securities from the website and/or mobile application of the Service provider.

The Client agrees and confirms that the Service Provider may appoint agents and or third-party vendors for carrying out the acts mentioned in or in relation to rendering its services. The Client consents to sharing of his/its account related information to such authorised agents / third party vendors appointed by the Service Provider.

### PRIVACY POLICY

Privacy matters. "Privacy is not something that I'm merely entitled to, it's an absolute prerequisite." — Source Internet

## **USER CONSENT**

By submitting Personal Information through our Site or Services, you agree to the terms of this Privacy Policy and you expressly consent to the collection, use and disclosure of the Personal Information in accordance with this Privacy Policy.



### INFORMATION YOU PROVIDE TO US

If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.

When you participate in one of our surveys, we may collect additional information.

We may also collect Personal Information on the Site or through the Services when we make clear that are we are collecting it and you voluntarily provide it, for example when you submit an application for employment.

We may collect Personal Information from you, such as your first and last name, phone, e-mail address, age when you create an Account.

### INFORMATION COLLECTED VIA TECHNOLOGY

To make our Site and Services more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), and domain name.

We may use third party service providers to help us analyze certain online activities. For example, these service providers may help us analyze visitor activity on the Site. We may permit these service providers to use cookies and other technologies to perform these services for us.

If you are logged into the Site or Services, the information collected via technology as described in this Section may be associated with your Personal Information and will, accordingly, be treated as Personal Information in accordance with this Privacy Policy.

## USE OF PERSONAL INFORMATION

In general, Personal Information you submit to us regarding you or your company is used either to respond to requests that you make, or to aid us in serving you better. We use such Personal Information in the following ways:

to facilitate the creation of and secure your Account on our network; to

identify you as a user in our system;

to provide improved administration of our Site and Services; to

provide the Services you request;

to improve the quality of experience when you interact with our Site and Services; to

send you transactional e-mail notifications

to send newsletters, surveys, offers, and other promotional materials related to our Services and for other marketing purposes;



### CREATION OF ANONYMOUS INFORMATION

We may create Anonymous Information records from Personal Information by excluding information (such as the name) that makes the information personally identifiable to the data subject. We use this Anonymous Information to analyze request and usage patterns so that we may enhance the content of our Services and improve Site navigation. The smallcases platform reserves the right to use Anonymous Information for any purpose and disclose Anonymous Information to third parties at its sole discretion.

### THIRD PARTY WEBSITES

When you click on a link to any other website or location, you will leave our Site and go to another site and another entity may collect Personal Information or Anonymous Information from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of information after you click on links to such outside websites.

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Cookies" are pieces of information that a browser can record after visiting a web site. We may use cookies for technical purposes such as to enable better navigation through our site, or to store user preferences for interacting with the site. If you turn off the option to have cookies stored on your browser, it will affect your experience of using the smallcases platform.

## SECURITY OF YOUR INFORMATION

The smallcases platform is committed to protecting the security of your Personal Information. We use a variety of industry-standard security technologies and procedures to help protect your Personal Information from unauthorized access, use, or disclosure. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while the smallcases platform uses reasonable efforts to protect your Personal Information, the smallcases platform cannot guarantee its absolute security.

### CHANGES TO THIS PRIVACY POLICY

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