

Terms and Conditions

Welcome to Buoyant Capital Private Limited (hereafter referred to as "BCPL"). These terms and conditions outline the rules and regulations for the use of BCPL's Website, Email, Short Messaging Service (SMS), WhatsApp Chatbot and other related services.

The following terminology applies to these Terms and Conditions,:

- "Client", "You", and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.
- "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company.
- "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of India. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Consent for Whatsapp Chatbot Service

By opting to use the chatbot service of BCPL, you as the Client and your authorised intermediary consent to the storage, process, transfer, and transmission of your Personally Identifiable Data (PID) and Know Your Customer (KYC) data through WhatsApp/Email/SMS/Web and other third-party service providers & agents and agree to abide by the Terms and Conditions related to data storage and data retention as per the TRAI guidelines, Digital Personal Data Protection Act 2023 and any other applicable laws of the land and internal policies of BCPL as a data fiduciary.

These terms include, but are not limited to, the following:

- Your data will be stored securely and only for as long as necessary to fulfill the purposes for which it was collected.
- Your data may be transferred to and processed by third-party data processors who assist us in delivering this service, subject to strict confidentiality agreements.
- You have the right to access, correct, or request the deletion of your data at any time, subject to legal and regulatory requirements.

You may withdraw your consent at any time by notifying us in writing. However, please note that withdrawing consent may affect our ability to provide you with the WhatsApp chatbot service. If you agree to the above terms and conditions, please reply with "YES" to this message. Your consent will enable us to provide you with a seamless and efficient service experience. We assure you that your data will be handled with the utmost care and in compliance with applicable data protection laws. BCPL is committed to safeguarding your privacy and ensuring the security of your information.

Terms and Conditions for Website / SMS / Email

By accessing this website, any pages thereof, any email including any attachments thereof, Short Messaging Service (SMS) or the online services, we assume you accept these terms and conditions in full. Do not continue to use BCPL's website and other services if you do not accept all of the terms and conditions stated on this page.

Unauthorized disclosure, use, dissemination or copying (either whole or in part), or any information it contains, is prohibited. Before opening and accessing any attachment, if any, please check and scan for virus. Neither the sender nor the organization is responsible for any damage caused by a virus or alteration by a third party or otherwise. Nothing in the content is capable or intended to create any legally binding obligations on either party.

You acknowledge and confirm that by accessing the website, you are seeking information relating to the organisation of your own accord and that there has been no form of solicitation, advertisement or inducement by the organisation. Any part of the content is not, and should not be construed as, an offer or solicitation to buy or sell any securities or make any investments or any products. No material/information provided on this website should be construed as investment advice. Any action on your part on the basis of the said content is at your own risk and responsibility.

This distribution of information is not directed or intended for distribution to or use by any person or entity resident in a state, country or any jurisdiction, where such distribution, publication, availability or use would be contrary to law, regulation or which would subject the organisation or employees to registration or licensing requirements within such jurisdictions. Any person coming into possession of information comes should inform themselves about such restriction and/or prohibition and observe any such restrictions and/or prohibition. The organisation shall not be liable for consequences of any action taken by relying on the material/information provided on this website. The content of the website does not purport to be all-inclusive, nor does it contain all the information which a prospective investor may desire.

Cookies

We employ the use of cookies. By using BCPL's website you consent to the use of cookies in accordance with BCPL's privacy policy.

Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

First and foremost, you can rest assured that no personally identifiable information ("PII") about you (e.g., name, address, etc.) is gathered or stored in the cookies placed by the Website and, as a result, none can be passed on to any third parties. Cookies allow us to serve you better and more efficiently, and to personalize your experience at our website. None of this information is passed to any third party and is used solely by us to provide you with a better user experience on the Website.

Most Web browsers automatically accept cookies. Of course, by changing the options on your web browser or using certain software programs, you can control how and whether cookies will be accepted by your browser. Please note that it is possible to block cookie activity from certain websites while permitting cookies from websites you trust. For information on how to turn cookies off, please visit http://www.allaboutcookies.org.

License

Unless otherwise stated, BCPL and/or it's licensors own the intellectual property rights for all material on BCPL. All intellectual property rights are reserved. You may view and/or print pages from PMSService Providers In India | Financial Advisor | Buoyant for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- Republish material from PMS Service Providers In India | Financial Advisor | Buoyant
- Sell, rent or sub-license material from PMS Service Providers In India | Financial Advisor | Buoyant
- Reproduce, duplicate or copy material from <u>PMS Service Providers In India | Financial Advisor | Buoyant</u>

Redistribute content from BCPL (unless content is specifically made for redistribution).

Hyperlinking

The following organizations may link to our Web site without prior written approval:

- Government agencies;
- Search engines;
- News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and

Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
- dot.com community sites;
- associations or other industry groups representing charities, including charity giving sites,
- online directory distributors;
- internet portals;
- · accounting, law and consulting firms whose primary clients are businesses; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of BCPL; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and it products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to <u>care@buoyantcap.com</u>. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Hyperlinks to other websites made available here are to be accessed at the sole risk of the user; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by BCPL.

Approved organizations may hyperlink to our Web site as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of BCPL's logo or other artwork will be allowed for linking absent a trademark license agreement.

Frames

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

Content Liability

While the Web site may be updated with changes periodically and without any prior notice, BCPL does not guarantee that this Web site reflects the latest update, reports, commentary etc at all times or at any time. However, sincere efforts in such direction will be undertaken by BCPL for the same. Despite all possible security measures that BCPL takes to keep the Site free from hacking and other interference, the Web site like any other website is not entirely free from such risks.

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury resulting from negligence;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

The content of this website shall not be displayed or printed in any form in part or whole without the prior written approval of BCPL.

The Client may access the disclosures uploaded on the Web site. The User is requested to refer to the disclaimers for each document at the relevant pages and consult their independent professional and tax advisors before investing. BCPL may at any time, at its discretion, prohibits or restricts the user's access to the Web site or related services without prior notice to the user. BCPL may amend or discontinue, at any time, any of the services available through this website.

The Client undertakes to comply and be bound by all applicable laws and statutory requirements in India. Any dispute arising out of the use of this Web site and/or any of the services/facilities offered shall be subject to the non-exclusive jurisdiction of the Courts in Mumbai, India.

Credit and Contact Information

If you have any queries regarding any of our terms, please <u>Contact us - Buoyant Capital</u>.