

# Terms of Use

This "Terms of Use" of EzeeHouse Services Pvt. Ltd. (hereinafter referred to as "EzeeHouse.com", "website", "app", "mobile application", us, we) is effective from 1<sup>st</sup> April 2016.

## **1. General provisions**

Please read this "Terms of Use" (available on [www.ezeehouse.com](http://www.ezeehouse.com)) along with the "Privacy policy" (available on [www.ezeehouse.com](http://www.ezeehouse.com)) carefully. The "Terms of Use" and "Privacy policy" is a legally binding document between EzeeHouse and you (hereafter referred to as "user", "guest users", "visitors", "you", "yours", "yourself" ") and its governs your obligation, responsibilities, limits and legal rights to use, browse the website, buying services/products, emails, giving feedbacks, comments, forums, third party links, ads and all content and services/products available on the website. This terms of use is an electronic record (electronic contract) made under Information Technology Act 2000 and rules made thereunder and the amended provisions pertaining to electronic documents/records in various statutes as amended by the Information Technology Act 2000. Therefore the terms of use don't need a physical copy, physical and digital signature.

Since these documents will be updated and changed from time to time as per the governing and amending laws or legitimate business requirements, we recommend that the user (defined later) view these documents periodically so as to be aware of the changes made. Your continued usage of the website and buying service/products will constitute your acceptance to these terms of use and privacy policy.

If you do not agree to any part of the Terms of Use and Privacy Policy of EzeeHouse, then you must not use this website.

By using the website you acknowledge that you are at least 18 years of age and you are of sound mind, have the right, authority and capacity to enter into a legal and enforceable contract.

Some users will download app through mobile application stores like iPhone, Android, Blackberry and Microsoft which can have their own set of terms of use and extra terms and condition might be imposed by them. EzeeHouse's Terms of Use includes these terms to the extent applicable by a way of reference.

## **2. Eligibility**

All users shall be at least 18 years of age and must be able to form legal contract which are enforceable as per the laws applicable in India. If you are minor you would not be allowed to use the services of the website. By registering on the website you acknowledge, agree and accept you are more than 18 years of age. In case the website comes to know or doubts that you are underage your usage can be suspended or terminated. Notwithstanding the forgoing, if you are a minor (below 18 years) than you should read the terms of use along with the privacy policy with your parents/guardian and the contract thus formed would be between EzeeHouse and your legal guardian or parents.

Without giving any reason the website has the sole discretion to withdraw your registration/ membership indefinitely or stop you from registering as a new user.

You are allowed to hold only one active account with one unique email id and mobile number. Also your account cannot be transferred, gifted, sold, leased and given to any other person. It is nontransferable in all conditions.

### **3. Registration**

All users in order to avail complete website services, buy products or do payments have to create an account. The account is created when the user willingly gives his name, email id and mobile number. They also need to create a password to get access to their account. An automated email will be generated and send to your registered email id which will ask for confirmation and activation of your account. A wallet would also be created for all the users along with the account. Additional information is also asked but is not compulsory but it would help us service you better and give a customized service. You also have an option of signing up with a third party accounts (Facebook and Google+) and password.

As a registered user, you are solely responsible for security of your account, its log in details/ password, content uploaded by you and any other activity that happens from your account. You have to inform EzeeHouse of any unauthorized access to your account and security breach. We also highly recommend that you log out from account after each usage. You cannot hold EzeeHouse liable for any loss, damage and any other direct and indirect losses due to unauthorized access and usage. You will be held responsible and liable for any loss (monetary) due any unauthorized use from your account to EzeeHouse, third parties or any other user.

### **4. User Rules**

You acknowledge and agree to comply with following rules and terms

- a. You shall not copy, modify, alter, delete and distribute any information on the Website through any medium without prior consent of the website.
- b. You shall give true, accurate, current and complete information when creating an account and update it so it remains true, accurate, current and complete.
- c. You can only create a single account and not hold multiple accounts with the website.
- d. You shall not disclose your password to anyone.
- e. You shall not use the website through an account which does not belong to you.
- f. You shall not solicit, contact, employ and hire service provider/ seller directly without prior consent of the website.
- g. You shall not damage, hide, and misuse any equipment of the service provider.
- h. You shall pay for the service/product/ recharge you have requested – including service/product cost, labour cost, convenience cost, urgent services cost, item cost and any fee or levy presently payable or hereinafter imposed by the law. You only have to pay for costs which are applicable in your purchase.

- i. You shall not attempt to damage, interrupt and interfere with the proper working of the website, website infrastructure and try to bypass any restriction, checks which have restricted access.
- j. You shall not violate any laws and regulation which are enforceable at that time.
- k. You shall not use any manual or automated systems like robots and spiders etc. to access the website.
- l. You shall not in manual or automated manner collect any service provider, sellers and user information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise misuse or misappropriate Website information or content, including but not limited to, use on a similar, competitive, or third party website.

### **5.1 Recharge**

We have tied up with third parties (telecommunication companies and aggregators) for providing recharge, DTH, datacard recharge and payment services.

We are not warranting, insuring or guarantying any service provided by third parties. We are not responsible and have any recourse for but not limited to any service, delay, price of service, cancellation, talk time given by third parties.

It is solely your responsibility in selection of service operator and amount of recharge. Any dispute about delay, price, cancellation or any other terms have to be handled by the user directly with the telecos.

### **5.2 Services & Products**

EzeeHouse provides an electronic platform through its website and mobile application that

- provides a platform for sellers/service providers to advertise, exhibit, make available and offer to sell various products and services to users
- platform for users to accept the offer to sell products/services made by the sellers/service providers on the Website and make payments to the sellers/service providers for purchase of the products/services
- services that facilitate the engagement between sellers/service providers and users to undergo commerce on the Website
- such other services as are incidental and ancillary thereto and services given to the Users through different methods may include but not limited to issue of coupons and vouchers that can be redeemed for various Products.

## 6. Payments

EzeeHouse does not currently require you to pay any fees for browsing, buying products and services on its website. You understand and agree to pay the required fees which may be applicable to the services you use. Ezeehouse will also ensure you are made aware of the price/fees of the services you use. You agree to acknowledge and understand that we can charge, modify, remove and reduce the fees on the use of our website. Your continued use of the website means your acceptance of the fees changes.

User shall give correct financial information to the payment gateway (currently, EzeeHouse uses PayUmoney as its preferred payment gateway) or prepaid account payment instrument details for buying products/services on EzeeHouse. Financial information includes credit/debit card number, name appearing on credit/debit card, expiry date of credit/debit card, CVV number on credit/debit card etc. and shall not disclose your details to anyone. The financial details given to us will not be given any third party unless required by law, in fraud case verification, privacy policy and court orders. User shall not use any illegal or stolen instrument on EzeeHouse and user shall use his own instrument for transaction on the website. We shall not bear liability which is due to unauthorized use of your financial details.

EzeeHouse may fix a limit on the amount you (buyer) can spend on a single transaction and the amount you can receive as a seller/service provider. Ezeehouse shall not be liable to pay for any loss or damage (directly/indirectly) due to decline of authorization for any transaction if you exceed the limit set.

The terms and conditions of your bank, card issuing institution/company and financial institution will also be applicable when you transact for buying services/products. EzeeHouse has no control on your bank, card issuing institution or any other financial institution who prevent you from transacting on EzeeHouse and hence you shall liable for the same.

EzeeHouse may hire/contract any third party payment providers like banks, NBFCs etc to open nodal bank accounts as permitted under laws for payments between users and sellers/service providers and collection of EzeeHouse commissions, fees etc. Third parties payment service providers may use third party banks, payment gateways, payment aggregators, cash on delivery, demand draft, bankers cheque, pay orders on delivery service providers, mobile payment service providers, sellers or through any facility which is RBI authorized for collection, refund and remittance, as the case may be of payment or supporting the same in any manner. EzeeHouse shall transfer payments against the purchased product/service on the website after product/service is given to you. The date of completion of transaction is after delivering to you the service/product as mutually agreed between the EzeeHouse and seller/service provider.

## 7. Refund Policy

There would be no refunds in the recharges and bill payment of mobile, DTH Datacard and other bill payments. Any dispute about delay, price, cancellation or any other terms have to be handled by the user directly with the telecos.

On receiving complaints, EzeeHouse shall do an investigation on the complaints whether the users are entitled to refund based on the circumstances and evidences examined. EzeeHouse shall give refund to the user if he/she is eligible for the refund. User shall acknowledge that EzeeHouse has the sole discretion in determining the refund eligibility.

## **8. Limited liability**

Notwithstanding anything to the contrary contained herein, neither EzeeHouse, nor its managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, Service providers, sellers suppliers, and agents or any related party shall have any liability to any user or any third party for any direct, indirect, special, incidental, consequential, punitive, exemplary or other damages, including, without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of User information including data (as in Privacy Policy) that you disclose to the Service provider or device failure or malfunction even if EzeeHouse was advised of the possibility of such damages, including without limitation damages or injury caused by error, omission, interruption, defect, failure of performance, unauthorized use, delay in operation or transmission, computer virus or other harm.

Users agree, acknowledge and understand that EzeeHouse provides an electronic platform where the User and Service providers/sellers can be brought together and EzeeHouse itself has no role in the execution of services purchased by the user.

## **9. MODIFICATION AND TERMINATION**

### **9.1 Modification**

EzeeHouse reserves the right at any time with or without any prior notice and at its sole and absolute discretion to modify, alter, terminate or cease the website or its services (or any part thereof) temporary or permanently.

EzeeHouse shall not be liable to you or any third party for any modification, suspension or discontinuation of its services. Example – any construction, alteration or repair work done on the website.

### **9.2 Termination – Agreement Violations**

The agreement will continue to apply unless terminated by you or EzeeHouse.

#### Termination by You

If you want to terminate your account with EzeeHouse you may do so by 1) not accessing the website and 2) closing your account and not availing to the services made available to you where such an option is provided for by EzeeHouse. EzeeHouse shall endeavour to suspend the account within thirty (30) days on receipt of the termination request.

#### Termination by EzeeHouse

You hereby acknowledge and agree that EzeeHouse at any time at its sole discretion, with or without any prior notice or reason, without penalty has the right (but not the obligation) to terminate or suspend your account, any future access to the website, your use of service (or any part thereof), block your access to your profile and you agree that EzeeHouse is not liable to you or any third party for such a termination. If EzeeHouse determines/ comes to know that you have violated the terms of use or any Agreement(s) , you agree that in such case where a violation by you have caused irreparable harm to EzeeHouse which goes beyond monetary damages you consent to EzeeHouse obtaining an injunction or equitable relief. EzeeHouse deems necessary and appropriate under the circumstances remedies over and above EzeeHouse have in law or in equity.

EzeeHouse may terminate Terms of Use or any part thereof if required to do so by law at the request of any law enforcement services or other government agencies (e.g. where such a service has become unlawful at any future date). Any fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

EzeeHouse may decide to discontinue its services or part of its services for any reason if it is no longer commercially viable, in case of unexpected technical issues. If you have provided a valid email id you may/shall be notified via email of any such termination or cancellation which shall be effective immediately on EzeeHouse's delivery of such notice.

#### Effect of Termination

Termination of your account may include removing /blocking access to the website or availing to certain services, disabling access to account information such as personal information, block your access to user profile, login ID and password, any information files and material associated with your account, any user content , prohibiting future use of services.

You consent that all decisions /actions relating to termination are made at the sole discretion of EzeeHouse and EzeeHouse shall not be liable for any third party for termination of your account and withdrawing your access to its website or you availing any of its services. EzeeHouse shall retain any residual data and content after expiration of your account in its archives and backup purposes.

Notwithstanding the above said, terms of this agreement are meant to survive termination /expiry of the website, indefinitely until unless EzeeHouse chooses to terminate them. EzeeHouse may inform sellers who have accepted your purchase orders on website of the termination of the agreement upon which seller may cancel the purchase order. EzeeHouse may also cancel unfulfilled orders pending on the website without any obligation or liability towards you.

### **10. Indemnification**

You agree to indemnify, save, defend and hold harmless Ezeehouse and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, Service providers, sellers, suppliers, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from your access and use of the website, violation of these Terms of Use and Privacy Policy, or violations of any rights of third parties, or any allegation thereof, including without limitation any intellectual properties, or privacy rights; or your negligence or willful misconduct. This Indemnification obligation will survive this Terms of Use and Privacy Policy and your use of the Website.

### **11. Intellectual Property Rights**

You grant, represent and warrant any content and feedback given by you about EzeeHouse on the website, email, customer care etc. will be available to us perpetually, worldwide, without any royalty, can be sub licensed, transferred, reproduced, distributed, displayed in regard to EzeeHouse operations including but not limited to promotion of any part or the website.

All of the website, processes , rights, titles, interests, content including but not limited to design, layout, text, images, graphics, photos, user interfaces, visual interfaces, sounds and music, artwork and computer code, design, structure, selection, coordination, expression, look and feel and arrangement of such Content ,all titles, ownerships and intellectual property rights including, logos, service marks, trademarks and copyrights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, content, graphics, icons, and hyperlinks are owned and controlled by EzeeHouse except third party content and links to third party on the website.

You also acknowledge and agree that you shall not through any medium use, copy, post, display, reproduce, distribute, transfer and translate any content without the consent of EzeeHouse and third parties

Any infringement of intellectual property rights or a threat by a user will lead his account be suspended or terminated.

### **12. Disclaimer of Warrants**

Services given by EzeeHouse to the User are “as is” and “as available”  “with all faults” basis and without warranties or representations of any kind either express or implied.

Without prejudice to the above, EzeeHouse and its third party suppliers, service provides, licensors and partners do not make any representation or warranty to the user on the service provided will meet your

requirement, uninterrupted, timely, secure, or error-free and results of the use of the service, the website or any other reference website in terms of correctness, accuracy, reliability, or otherwise.

EzeeHouse is not responsible for any bugs, virus, Trojan horses, or the like which may be transmitted from website, interruption, cessation of transmission, any defamatory, offensive, or illegal conduct of any third party or sellers or service providers or users.

You acknowledge, agree and understand that in this section, the term "EzeeHouse" includes EzeeHouse officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies.

This section will survive termination of this Terms of Use.

EzeeHouse does not authorize anyone to warrant on our behalf hence we would highly recommend not believing them. EzeeHouse is not responsible for any service advertised or offered by a third party including a Service Expert/ sellers through our Website.

EzeeHouse shall not be liable for any incidental, consequential, or indirect damages (including, but not limiting to damages for loss of profits, business interruption, loss of programs or information etc.) if you cannot use or are not able to use website.

EzeeHouse shall not be appease any conduct of the service providers/sellers/ third parties but we would make reasonable effort to address complains against service providers/sellers/third parties.

You agree and understand that you are using the website at your own risk.

To the fullest extent allowed under applicable law, EzeeHouse disclaims all warranties, whether express or implied, including any warranties that the Website is merchantable, reliable, accurate, fit for a particular purpose or need, non-infringing or free of defects or able to operate on an uninterrupted basis, or that the use of the Website by the User is in compliance with laws, or that User generated content will be successfully, accurately or securely transmitted.

### **13. Communications**

When you send emails and use the website you agree, understand and acknowledge that you are using and communicating through electronic records with EzeeHouse and we may give you notices, updates of terms of use and privacy policy by email, mail or posting it on our website.

### **14. Modifications and Amendments**

Since the Terms of Use will be updated and changed from time to time as per the governing and amending laws or legitimate business requirements, we recommend that the user (defined later) view these documents periodically so as to be aware of the changes made. EzeeHouse has right to change, modify, add, or delete portions of the terms of use at any time. These changes will be effective immediately unless otherwise mentioned. If required by law you might see a notification of same on the website or may get a notification from us.

Your continued usage of the website and buying service/products will constitute your acceptance to these terms of use and privacy policy.

If you don't agree to any part of the Terms of Use and Privacy Policy of EzeeHouse you must not use this website.

### **15. Governing Law & Arbitrations**

Jaipur will be the place for all arbitrations and all legal proceedings shall be subject to the jurisdiction of the courts in Jaipur, India. If both the parties mutually agree the venue can be shifted. The terms of use will be governed by the laws of India.

### **16. Dispute Resolution**

In case of a dispute between EzeeHouse and the user, both parties hereby agree to resolve any claim or controversy due to Terms of Use or Website with the above "Governing Law & Arbitrations" section or as otherwise agreed in writing.

Before filing a lawsuit, we strongly recommend you first approach EzeeHouse by email at [care@ezeehouse.com](mailto:care@ezeehouse.com). Alternative procedures like mediation or arbitration can be used as opposed to litigation.

### **17. Privacy Policy**

EzeeHouse's Privacy Policy is available on the Ezeehouse Website ([www.ezeehouse.com](http://www.ezeehouse.com)).

## **Investment Services - Agreement**

### **1. Acknowledgement**

1. I have registered for an Investment Account after understanding the nature and scope of services ("Services") given by Ezeehouse Services Private Limited ("Ezeehouse/Ezeehouse.com").
2. This document is a legal contract between Ezeehouse& I ("Agreement") in relation to the Services. Clicking on the "I accept" button or ticking a checkbox or by registering a investment account/account or just by continuing to use the website/app/Services is the legal equivalent of my manually signing this Investment Services Agreement.

3. The usage of the account and the execution of instructions are subject to this Investment Services Agreement, and the Offer Documents (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) of the respective Asset Management Company ("AMC"), Privacy Policy, and Terms of Use of Ezeehouse.
4. Your identity on the Services is authenticated by the use of my E-mail address, password and pin (collectively, "Login Credentials"). Ezeehouse will consider your investment instructions are authenticated by your Login Credentials to have originated from you.
5. You can transact with the AMC directly even in respect of the investments made through Ezeehouse and this right will continue even after the termination of this Investment Services Agreement.

## **2. Consent**

I hereby give my consent to Ezeehouse to contact me on issues relating to setup and operation of the Account and to perform the following actions pursuant to my investment instructions:

1. To communicate with AMCs on my behalf for financial or non-financial transactions executed under this Agreement.
2. To verify my Pan and Aadhar number and name against the Central Identities Data Repository maintained by Unique Identification Authority of India. This information is only used to verify my identity before I can start placing investment instructions through Ezeehouse. No biometrics will not be stored or shared.
3. To share my information with KRAs, AMCs and Ezeehouse's service partners, for validation, to comply with legal and regulatory requirements and for the purpose of fulfilling its obligations under this Investment Service Agreement.

## **3. According to the Agreement, Ezeehouse:**

1. Will recommended shortlisted mutual fund schemes.
2. Help in buying and selling of mutual fund units by transferring my funds and instructions to the relevant AMC.
3. Maintain my personal information and my financial transactions records securely

4. Respond to queries relating to my online account.

**4. According to the Agreement, my obligations:**

1. Give correct information and supporting documents to Ezeehouse in order to make and maintain my investment services account.
2. Ensure funds invested are from legitimate sources, and are transferred through approved banking channels.
3. Login Credentials are kept safe and secure. Promptly change my Login Credentials and inform Ezeehouse of any actual or suspected unauthorised use of my Login Credentials.
4. Read the Offer Documents\* of the mutual fund schemes and make an informed investment decision.
5. Seek independent financial advice, planning, legal, accounting, tax or other professional advice on your investments.

**5. Acknowledge and Agree to the following:**

1. I am aware that Ezeehouse is a distributor of mutual funds, registered with the Association of Mutual Funds in India and receives brokerage from AMCs. Ezeehouse has shared the brokerage details on its website.
2. Ezeehouse may not, and is not obliged to, offer all mutual fund schemes of all the AMCs for investment. By limiting the fund schemes Ezeehouse does not make 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.
3. The Investment Account will be started after Ezeehouse will verify the personal information in accordance with the Know Your Client ("KYC") guidelines issued by the Securities and Exchange Board of India ("SEBI").
4. My instructions will be processed the same day if received before the cut-off times specified by Ezeehouse. If not, Ezeehouse will process the instructions on the next business day. Ezeehouse reserves the right and may specify cut-off times earlier than the times specified by the AMC/SEBI.
5. For investments using ECS/ NACH/ Direct Debit, Ezeehouse will first submit the fund transfer instructions to your bank. The subscription request is sent to the AMC only after the money transfer to the AMC's account is confirmed. Due to which, there may be a lag between the date of debit to your account and the date Ezeehouse submits my request to the AMC.

6. Ezeehouse will forward my instructions to the AMC electronically through the BSE StarMF platform, and the AMC will process the transactions on the basis of such electronic instructions. AMCs are not obliged to accept my application for subscription to units of their mutual fund schemes in part or in full.
7. The data and information provided by Ezeehouse does not constitute advice and shall not be relied upon by me while making investment decisions.
8. Ezeehouse will modify the terms at any time. Your continued use of the Services will imply my acceptance and understanding of the changes.

**6. I will not dispute and/or hold Ezeehouse responsible for:**

1. Any act that is not an obligation of Ezeehouse in this Agreement.
2. Any disclosures made by Ezeehouse to any statutory body under any law.
3. Any loss, notional or otherwise, incurred because of
  - A. Delays either at the Bank, Registrar and Transfer Agency or AMC.
  - B. Rejection of my instructions by the Bank, Registrar and Transfer Agency or AMC.
  - C. Processing of instructions authenticated by my Login Credentials.
  - D. Non-availability or non-accessibility of the Website, electronic payment gateway, telephone(s), or office(s) of Ezeehouse for reasons including those beyond our control.
  - E. Any inaccuracy or typographical error on app or Website or the mobile application or any written, E-mail & SMS communication. Ezeehouse specifically disclaims any liability for such inaccuracies or errors.

**7. Indemnity**

You agree to indemnify, save, defend and hold harmless Ezeehouse and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, service providers, partners, sellers, suppliers, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from your access and use of the website, violation of these Terms of Use and Privacy Policy, or violations of any rights of third parties, or any allegation thereof, including without limitation any intellectual properties,

or privacy rights; or your negligence or willful misconduct. This Indemnification obligation will survive this Investment Services Agreement, Terms of Use, Privacy Policy and your use of the Website.

## **8. Governing laws**

Jaipur will be the place for all arbitrations and all legal proceedings shall be subject to the jurisdiction of the courts in Jaipur, India. If both the parties mutually agree the venue can be shifted. The terms of use will be governed by the laws of India.

## **9. Term and Termination**

This agreement will continue to apply unless terminated by you or EzeeHouse.

### Termination by You

If you want to terminate your account with EzeeHouse you may do so by 1) not accessing the website/app and 2) closing your account and not availing to the services made available to you where such an option is provided for by EzeeHouse. EzeeHouse shall endeavour to suspend the account within thirty (30) days on receipt of the termination request.

### Termination by EzeeHouse

You hereby acknowledge and agree that EzeeHouse at any time at its sole discretion, with or without any prior notice or reason, without penalty has the right (but not the obligation) to terminate or suspend your account, any future access to the website, your use of service (or any part thereof), block your access to your profile and you agree that EzeeHouse is not liable to you or any third party for such a termination. If EzeeHouse determines/ comes to know that you have violated the terms of use or any Agreement(s) , you agree that in such case where a violation by you have caused irreparable harm to EzeeHouse which goes beyond monetary damages you consent to EzeeHouse obtaining an injunction or equitable relief. EzeeHouse deems necessary and appropriate under the circumstances remedies over and above EzeeHouse have in law or in equity. EzeeHouse may terminate Terms of Use or any part thereof if required to do so by law at the request of any law enforcement services or other government agencies (e.g. where such a service has become unlawful at any future date). Any fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. EzeeHouse may decide to discontinue its services or part of its services for any reason if it is no longer commercially viable, in case of unexpected technical issues. If you have provided a valid email id you may/shall be notified via email of any such termination or cancellation which shall be effective immediately on EzeeHouse's delivery of such notice.

### Effect of Termination

Termination of your account may include removing /blocking access to the website or availing to certain services, disabling access to account information such as personal information, block your access to user profile, login ID and password, any information files and material associated with your account, any user content , prohibiting future use of services. You consent that all decisions /actions relating to termination are made at the sole discretion of EzeeHouse and EzeeHouse shall not be liable for any third party for termination of your account and withdrawing your access to its website or you availing any of its services. EzeeHouse shall retain any residual data and content after expiration of your account in its archives and backup purposes. Notwithstanding the above said, terms of this agreement are meant to survive termination /expiry of the website, indefinitely until unless EzeeHouse chooses to terminate them..

EzeeHouse may continue to securely maintain a record of my personal information and my financial transactions to fulfill regulatory obligations. Ezeehouse may give you details of the AMC's mutual fund units you have invested in and may allow redemption/transfer requests, if required without any obligation or liability towards you.

#### **10. SEBI Caution**

Mutual fund investments are subject to market risks, please read all scheme-related documents carefully. Note please that past performance is not an indicator of future returns.

## **Terms of Use - Investment Section**

Revision date: September 26, 2017

This section (along with Services Agreement & Privacy Policy and referred to herein) explains the terms of use ("Terms") of using ezeehouse.com and its services ("Services") by Ezeehouse Services Private Limited ("Ezeehouse"). Our corporate office is 302, Geetansh Class of Pearl, K 48-49, Income Tax Colony, Income Tax Colony, Tonk Road, Jaipur, 302018, Rajasthan, India and our registered address is Meena Garden, Bandikui Road, Rajgarh, District Alwar, 301408, Rajasthan, India

Please stop using our services if you don't agree to the terms of use.

### **1. Ezeehouse Services**

Ezeehouse.com provides investment advisory services to help you invest into best mutual funds in India. We provide the advisory through our own algorithm which does the asset allocation and fund selection. Do not misuse our offering and services. E.g., please do not access or disrupt our website/app or services using a method other than the interface and the instructions that have been given by us. If you

stop, destroy or limit the functionality of our website/app or services, we may stop providing our Services to you and take legal action against the party/you.

Usage of website/app or Services does not entitle or give you ownership of any intellectual property rights, including any branding or logos and content, in website/app or Services you access. You have to obtain permission first and attribute ownership appropriately before you use content from our website/app & Services.

Investor contact details like mobile number & email, may be used for notifications announcements, messages or information on our Services and how invest can use them. Users may have an option not to use some of these messages.

## **2. Privacy and Data Protection**

Ezeehouse's Privacy Policy (<https://ezeehouse.com/img/privacy-policy.PDF>) explains ezeehouse usage of user's personal data and privacy protection using our Services. By using website/app or Service, users agree that we can use such data in accordance with Ezeehouse Privacy Policy.

Usage of website/app or Services does not entitle or give you ownership of any intellectual property rights, including any branding or logos and content, in website/app or Services you access. You have to obtain permission first and attribute ownership appropriately before you use content from our website/app & Services.

Investor contact details like mobile number & email, may be used for notifications announcements, messages or information on our Services and how invest can use them. Users may have an option not to use some of these messages.

## **3. Intellectual Property**

You grant, represent and warrant any content and feedback given by you about EzeeHouse on the website, email, customer care etc. will be available to us perpetually, worldwide, without any royalty, can be sub licensed, transferred, reproduced, distributed, displayed in regard to EzeeHouse operations including but not limited to promotion of any part or the website. All of the website, processes, rights, titles, interests, content including but not limited to design, layout, text, images, graphics, photos, user interfaces, visual interfaces, sounds and music, artwork and computer code, design, structure, selection, coordination, expression, look and feel and arrangement of such Content, all titles, ownerships and intellectual property rights including, logos, service marks, trademarks and copyrights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, content, graphics, icons, and hyperlinks are owned and controlled by EzeeHouse except third party content and links to third party on the website. You also acknowledge and agree that you shall not through any medium use, copy, post, display, reproduce, distribute, transfer and translate any content without the consent of EzeeHouse and third parties Any infringement of intellectual property rights or a threat by a user will lead his account be suspended or terminated.

## **4. Content**

Some Ezeehouse's Services allow user's content to be uploaded, submitted, stored, sent or received. Users will retain ownership of any intellectual property rights that users hold in that content.

If users have uploaded, submitted, stored, published, sent or received content to or through Ezeehouse's Services, that user content must not:

1. harm, harass, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's users/person & our privacy, hateful or racially or ethnically objectionable, disparage, and relate to or encourage money laundering or gamble.
2. In any harm minors.
3. infringe upon any patent, trademark, copyright or other intellectual property rights.
4. deceive or mislead the reader about the origin of such messages
5. communicate any data which is menacing in nature or offensive
6. try to send viruses or any other programs which are interrupting, destroying or limiting the functionality of another computer, mobile device, website, app, server etc.
7. in any way threaten country's unity, integrity, defence, security or sovereignty, friendly relations with other countries, or our public order.
8. cause the incitement to commit any offence or prevent the investigation of any offence.
9. insult to any other nation.
10. impersonate anyone.

Under the Indian IT Act, such above actions may be considered a crime.

## **5. Others Intellectual Property**

User should not upload or publish or share any information that belongs to anyone else and to which user has no right to. When user thinks anyone has violated his copyright and want to notify Ezeehouse, please contact [care@ezeehouse.com](mailto:care@ezeehouse.com) and Ezeehouse will work with user to resolve the issue.

## **6. Software**

When Ezeehouse's Service includes downloadable app or software, Ezeehouse gives user worldwide, personal, not assignable, royalty-free, not a sub licensable, and not a exclusive license to use Ezeehouse app/software provided to user. This license is only for the purpose to help user to use and enjoy full benefit of Ezeehouse Services, in the manner permitted by this Terms of use.

Copying, modifying, distributing, selling, or leasing any part of Ezeehouse Services, including its software, nor reverse engineering or attempting to take the source code of that software.

Ezeehouse's app/ Software will update automatically on the users mobile device after new version or feature is present unless user changes his automatic update settings.

## **7. Account**

User needs to make an account in order to make investments in mutual, the accounts operation, along with terms use and is additionally covered Investment Services Agreement. By doing a registration for the account at Ezeehouse user acknowledges his acceptance of the Services Agreement.

## **8. Modifying and Terminating Services**

The agreement will continue to apply unless terminated by you or EzeeHouse.

### Termination by You

If you want to terminate your account with EzeeHouse you may do so by 1) not accessing the website and 2) closing your account and not availing to the services made available to you where such an option is provided for by EzeeHouse.

EzeeHouse shall endeavour to suspend the account within thirty (30) days on receipt of the termination request.

### Termination by EzeeHouse

You hereby acknowledge and agree that EzeeHouse at any time at its sole discretion, with or without any prior notice or reason, without penalty has the right (but not the obligation) to terminate or suspend your account, any future access to the website, your use of service (or any part thereof), block your access to your profile and you agree that EzeeHouse is not liable to you or any third party for such a termination. If EzeeHouse determines/ comes to know that you have violated the terms of use or any Agreement(s) , you agree that in such case where a violation by you have caused irreparable harm to EzeeHouse which goes beyond monetary damages you consent to EzeeHouse obtaining an injunction or equitable relief.

EzeeHouse deems necessary and appropriate under the circumstances remedies over and above EzeeHouse have in law or in equity. EzeeHouse may terminate Terms of Use or any part thereof if required to do so by law at the request of any law enforcement services or other government agencies (e.g. where such a service has become unlawful at any future date). Any fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. EzeeHouse may decide to discontinue its services or part of its services for any reason if it is no longer commercially viable, in case of unexpected technical issues. If you have provided a valid email id you may/shall be notified via email of any such termination or cancellation which shall be effective immediately on EzeeHouse's delivery of such notice.

### Effect of Termination

Termination of your account may include removing /blocking access to the website or availing to certain services, disabling access to account information such as personal information, block your access to user profile, login ID and password, any information files and material associated with your account, any user content , prohibiting future use of services. You consent that all decisions /actions relating to termination are made at the sole discretion of EzeeHouse and EzeeHouse shall not be liable for any third party for termination of your account and withdrawing your access to its website or you availing any of its services. EzeeHouse shall retain any residual data and content after expiration of your account in its archives and backup purposes.

Notwithstanding the above said, terms of this agreement are meant to survive termination /expiry of the website, indefinitely until unless EzeeHouse chooses to terminate them. EzeeHouse may inform sellers who have accepted your purchase orders on website of the termination of the agreement upon which seller may cancel the purchase order. EzeeHouse may also cancel unfulfilled orders pending on the website without any obligation or liability towards you.

## **9. Warranties and Disclaimers**

Information that Ezeehouse gives through its services/software/app/website does not constitute advice. We request you to please seek independent financial advice when making investment decisions.

Ezeehouse nor its partners make any specific promises about the Services. We don't make any commitments about the content within the Services, the specific functions of the Services, or its availability to user at all times. We provide the Services "as is".

## **10. Liability**

Ezeehouse and its service partners will not be responsible for lost profits, revenues, or data, financial losses, or any damages.

In all cases, Ezeehouse and its service partners, will not be liable for any loss or damage

## **11. About these Terms**

Since the Terms of Use will be updated and changed from time to time as per the governing and amending laws or legitimate business requirements, we recommend that the user (defined later) view these documents periodically so as to be aware of the changes made. EzeeHouse has right to change, modify, add, or delete portions of the terms of use at any time. These changes will be effective immediately unless otherwise mentioned. If required by law you might see a notification of same on the website or may get a notification from us. Your continued usage of the website and buying service/products will constitute your acceptance to these terms of use and privacy policy. If you don't agree to any part of the Terms of Use and Privacy Policy of EzeeHouse you must not use this website.

If there is a conflict between these Terms and the terms of our Investor Services Agreement, the terms of the Investor Services Agreement will prevail for that conflict.

These Terms govern the relationship of user with Ezeehouse. No third party beneficiary is created

Any term within in this document is not enforceable; it will not affect the other terms. You agree that the laws of India will apply to any dispute arising out of or in relation to these Terms or the Services.

All disputes will be subject, first, to mediation, and then by arbitration by a sole arbitrator appointed by Ezeehouse in accordance with Indian law. The place of arbitration will be Jaipur, Rajasthan.

## **12. SEBI Caution**

Mutual fund investments are subject to market risks, please read all scheme-related documents carefully. Note please that past performance is not an indicator of future returns.