

# Terms of Use

By using the websites [www.nestofin.com](http://www.nestofin.com) ("Website(s)"), and further by registering to avail the services offered by the Website, Mobile Wallet and Mobile Exchange ("Service"), you are hereby agreeing to accept and comply with the terms and conditions of use stated below ("Terms of Use"). You should read, agree, and accept the entire Terms of Use prior to your use of this Website or any of the Service. You are hereby expressly barred from accessing the Website or availing the Service unless you agree and accept to these Terms of Use. As used herein, "Nestofin and/or Company" refers to the holding company of Nestofin being Nestofin Technologies Private Limited ('Company'), a private limited company incorporated under the laws of India and having its registered office at Sector 16A, Faridabad, India-121002 its owners, directors, investors, employees or other related parties. Where the context so permits, Depending upon context, "Nestofin" may also refer to the services, products, website, content or other materials (collectively, "Materials") provided by the Company.

## Service

The Service operated by Company in the name of Nestofin allows buyers ("Buyers") and sellers ("Sellers"), to buy and sell Nestegg and avail services of a financial planner. The Service provided Nestofin also allows all registered users of the Service ("Members") to:

1. Send and receive Nestegg
2. Purchase and Sell Nestegg
3. Take help of a financial planner assisted by machine learning algorithms.

It is possible that the laws in the country where the user resides do not allow the usage of an online tool with the characteristics of Nestegg or any of its features. Nestofin does not encourage the violation of any laws and cannot be held responsible for violation of such laws. It is your responsibility to follow the laws of your country of residence and/or country from which you access this Website and the Service. As long as you agree to and comply with these Terms of Use, Nestofin grants to you a personal, non-exclusive, non-transferable, non-sublicensable, and limited right to enter and use the Website and the Service.

## Taxes

It is your responsibility to determine, collect, report, and submit any taxes applicable to the payments you make or receive in connection with the use of the Website and the Service to the appropriate tax authority. Nestofin is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## Identity verification

To comply with AML/KYC recommendations, we require our clients to verify their identity by providing scanned copies\* of the following\*\*:

1. PAN card (mandatory)
2. Photo identity - Aadhaar card
3. Passport sized photo (not older than 6 months) (mandatory)

\*Copies should be in color and a good resolution.

\*\* The above documents provided by the clients shall be kept on the server safely and the Company shall not disclose the same to any third party unless we are mandated to do so under the provisions of any applicable laws.

Nestofin may use your personal information:

1. To identify you.
2. To process transactions.
3. To send periodic emails with updates, promotions, company news, and notices regarding changes to policies.
4. Customize, measure, and improve Nestofin Service and the content and layout of our Website and applications.
5. To analyze use of the Website.
6. Prevent potentially prohibited or illegal activities.
7. To undertake a verification of your identity with third party electronic identification providers.

Notwithstanding anything contained in these terms of use, the Company shall be free to transfer/ disclose any information shared by you with the Company, to a related party or to an affiliate or to any entity controlled by the promoters of Nestofin. We may also transfer your information during sale of assets or business to another company, de-merger into another company, while getting acquired by another company or getting merged with another company.

By opening an account to use the Service ("Account"), you expressly represent and warrant that:

1. You have accepted these Terms of Use.
2. You do have read and understood the information provided by the Website through its How-it-works and Resources section.
3. You are at least 18 years of age and have the full capacity to accept these Terms of Use and enter into a transaction involving Nestegg.

## Cryptoassets

1. Cryptoassets like "Nestegg" are merely software, as reflected in the relevant blockchain and in the public addresses of Users, that creates a digital asset, which is not regulated by any central authority and has no independent existence.
2. The price or value of such Nestegg is not set or regulated by any central or governmental authorities.
3. Cryptoassets such as Nestegg do not even have an identified creator.
4. Nestofin only offers a platform to users for rendering the Nestofin Services set out herein, and performs only the role of an intermediary. Nestofin does not advise on the purchase or sale of any Nestegg, does not guarantee returns from any investment or transactions, and does not itself buy or sell any of the Nestegg that are made available for purchase or sale by Users on the Nestofin Platform.
5. Users are cautioned against speculative investments in Nestegg, in the light of the above and are directed to avail these services, including purchase or sale of Nestegg or investing therein, upon fully understanding the technology that has created Nestegg and subject to the risks that arise from such an unregulated asset, which only exists in digital form.

## Risks

The use of the Website and the Service may entail the following risks:

1. Nestegg & other Cryptoasset transactions are technically irreversible once it hits the network. If you lose or delete your own wallet, you will lose your Cryptoassets in it and the same cannot be restored. The Cryptoasset wallet address provided to you by Nestofin is only a way for you to deposit or accept Cryptoasset into your Nestofin wallet. The owner of these Nestegg wallet addresses will be Nestofin and the out going transactions from these Cryptoasset wallet addresses will not be related to you or to your Nestofin account. When you send out Cryptoassets from Nestofin wallet to other Cryptoasset address, the "From" address for such transaction will be a temporary address and it won't be same as the Cryptoasset wallet address provided to you. If there are any chances of reversals or pay-back for a Cryptoasset transaction you initiated from Nestofin, it will be your responsibility to explicitly provide your Cryptoasset address provided by Nestofin to receive such Cryptoasset payment. Any Cryptoasset that is not sent to your Nestofin provided wallet address cannot be claimed to be from you. You also can neither request any reversals of such transaction nor request for the credit of those Cryptoasset into Cryptoasset balance in your account at Nestofin.
2. Cryptoasset value tends to fluctuate on a minute to minute basis, due to which there may be increase or decrease in the value of the Nestegg. Cryptoasset are subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading in Nestegg.
3. Cryptoasset is an as-yet autonomous and largely unregulated worldwide system of value transfer between individuals. It is not backed by any government or commodities and hence may be susceptible to risks not generally associated with government or central bank backed currencies.
4. There is also the risk of loss of confidence in Cryptoasset trading, which could collapse demand relative to supply. For example, confidence might collapse in Cryptoasset because of unexpected changes imposed by the software developers, the creation of superior competing alternatives, a deflationary or inflationary spiral, or due to governmental actions. Confidence might also collapse because of technical problems, for instance, if the anonymity of the system is compromised, or if any entity is able to prevent any transactions from settling.
5. There may be additional risks that we have not foreseen or identified in these Terms of Use.
6. The financial planning provided by us wholly based on by the research done by our AI and machine learning algorithms.
7. We do not give and/or provide any guarantee of returns or achievement of goals or wealth generation by the financial advice provided through our platform.
8. User is wholly responsible and the sole risk taker if he wishes to use our financial planning platform.
9. Nestofin Technologies Pvt Ltd will not be responsible in any way if the user incurs any financial loss due to the advisory provided by our website.
10. Nestofin Technologies Pvt Ltd will not be held responsible and/or given no liability if the user incurs any loss by dealing/purchasing/selling of Nestegg Tokens("Yolks").

You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading Nestegg.

We use our banking service providers only for the receipt of client moneys and making payments. Our banking service providers do not transfer Nestegg, exchange Nestegg, or provide any services in connection with Nestegg.

## Limitations On Use Of Nestofin Services

1. Nestofin offers a platform for trading in Nestegg through the Nestofin Platform. Presently the platform offers trading in Nestegg & other Nestegg, although the Nestofin Services may extend to other Nestegg as well in the future (for which all of the terms contained herein will apply). Nestofin is neither the creator nor the administrator of any Cryptoassets including

Nestegg, and is not in any way responsible for the global pricing of any Nestegg, the operation of any blockchain with respect to any Nestegg, or the mining process in relation to any Nestegg. It merely facilitates the trading in Nestegg by Users on the Nestofin Platform, and does not engage in such trading itself, or buy or sell any Nestegg for its own account or for its own benefit. Nestofin has no control over the generation, distribution, retention (except in its wallets), verification, termination, or market volatility of any Nestegg. It merely acts as an intermediary for the trading in Nestegg by User, and provides other ancillary services in relation thereto, which are more fully set out hereunder.

2. Nestofin does not provide any warranty of any kind, either express or implied, in relation to the Nestofin Services. The Nestofin Services and the products offered therein, including facilitation services for the trading of Nestegg between Users, are provided on an “as-is” and “as available” basis. Users avail of the Nestofin Services, and deal in Nestegg at their own risk and with full awareness of the risk of the possible diminishment, devaluation and (potentially) complete loss of the entire holding or valuation of the User Account and all Nestegg held therein, in the event of the occurrence of any of the risk factors outlined in this Agreement (as well as other risk factors inherent in any transactions involving Nestegg), including, but not limited to, changes in the regulatory or legal regime in India and/or outside India, and any legal, regulatory, contractual or other restrictions that may be placed on Nestofin. It is hereby expressly declared that Nestofin offers no warranty of any kind regarding the Nestofin Services.
3. Nestofin Services are strictly available for use only within India, to the extent (and till such time) that transactions or trading in Nestegg are permitted and not been curtailed in such parts of India. In the event that a User resides in any such jurisdiction within India where any transactions in Nestegg may be prohibited (“Prohibited Jurisdiction”), Users are not permitted to use the Nestofin Services in any form (“Prohibited Jurisdiction Use”). Any Prohibited Jurisdiction Use will amount to a breach of this Agreement, and Nestofin shall forthwith be entitled to terminate this Agreement and the use and operation of the relevant User Account, shall extend all cooperation to the relevant governmental and enforcement authorities, and shall not be liable in any manner whatsoever for any Loss arising out of such, in relation to, or subsequent to such Prohibited Jurisdiction Use. Users are therefore duly warned against availing of the Nestofin Services in any manner whatsoever in or from a Prohibited Jurisdiction, or from anywhere outside India. Users shall be solely responsible for ensuring compliance with this requirement, and for compliance with the laws and regulations of the jurisdiction in or from where they are availing of the Nestofin Services. Subject to confirmation by the User to be bound by the terms contained herein, and compliance with the terms contained herein at all times, Nestofin hereby grants to the User a personal, revocable, non-exclusive, non-transferable, non-sub-licensable, and limited right to use the Nestofin Services.
4. Users are hereby duly cautioned that presently in India, ‘virtual currencies’ (including all Nestegg) have not been recognised or authorised as a medium for payment, as a commodity for trade, or in any form, by central bank, monetary authority, or governmental or regulatory body in India. The Reserve Bank of India (“RBI”) has currently issued three press releases viz. dated 24th December 2013, 1st February 2017 and 5th December 2017 respectively, cautioning users, holders and traders against the use of, and trading in, virtual currencies. Users shall therefore avail of the Nestofin Services subject to the above caution issued by the RBI, and should be aware of the regulatory and financial risks inherent in dealing with Nestegg in any manner.
5. Nestofin may use third party service providers to render some or all of the Nestofin Services, or for facilitating the same. User agrees to the use of such third parties, and hereby provides consent for collection, analysis, use, dissemination and retention by such third parties of any and all personal data, or and sensitive personal data and information, of the User. User shall be bound by the terms of service of such third parties to the same extent as Nestofin would be bound. Nestofin shall however not be responsible or liable for any act, inaction, commission or omission by such third parties, including with respect to data protection, privacy, security practices, or compliance with applicable laws and regulations with respect thereto, including (but not limited to) the Information Technology Act 2000.

6. These terms shall be applicable to all existing and new Users. Nestofin reserves the right to modify or amend the terms herein, and an intimation thereof shall be sent to existing Users, who may decide to opt out of the Nestofin Services at such time by intimating Nestofin of such intention in writing. Continued use of the Nestofin Services shall be deemed to amount to confirmation and acceptance of the modified or altered terms hereof.
7. The Parties agree that the terms set out hereunder are in consideration of good and valuable consideration, and shall be and are intended to be binding on both Parties.

## Limited Right of Use

Unless otherwise specified, all Materials on this Website are the property of the Company and are protected by copyright, trademark, and other applicable laws. You may view, print, and/or download a copy of such Materials on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices.

The trademarks, service marks, and logos of Nestofin and others used in this Website ("Trademarks") are the property of the Company and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Website belong to Company. The Trademarks and Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such Materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

## Maintaining Your Account: Our Rules

The Website is for your personal and non-commercial use only. We are vigilant in maintaining the security of our Website and the Service. By registering with us, you agree to provide Company with current, accurate, and complete information about yourself as prompted by the registration process, and to keep such information updated. You further agree that you will not use any Account other than your own, or access the Account of any other Member at any time, or assist others in obtaining unauthorized access.

The creation or use of Accounts without obtaining the prior express permission from Company will result in the immediate suspension of all said Accounts, as well as all pending purchase/sale offers. Any attempt to do so or to assist others (Members or otherwise), or the distribution of instructions, software or tools for that purpose, will result in the Accounts of such Members being terminated, in addition to Nestofin, at its sole discretion, initiating any civil or criminal legal action against you and such others.

You are also responsible for maintaining the confidentiality of your Account information, including your password, safeguarding your own Nestegg, and for all activity including transactions that are posted to your Account. If there is suspicious activity related to your Account, we may, but are not obligated, to request additional information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests, otherwise Nestofin, at its sole discretion, may choose to terminate your Account. You are required to notify Nestofin immediately of any unauthorized use of your Account or password, or any other breach of security by an email addressed to support@Nestofin.com. The membership of a Member who violates these rules may be terminated, and further be also held liable for losses incurred by Company or any user of the Website.

You hereby agree that you shall not use the Website or our Service, in connection with any activity violating any law, statute, ordinance, or regulation. Further, you shall not deposit

Nestegg into your Nestofin wallet that is obtained through illegal activities and you will also not use the Service to perform an illegal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. Source of Nestegg paid to your Nestofin wallet is not known to Nestofin and you hereby agree to ensure that it always comes from legitimate sources. Nestofin only acts as information intermediary as far as your Nestofin wallet is concerned. In case of any technical or manual error that happens from Nestofin, the Company will take the steps to do the needed corrections including the involved transactions and/or records and will intimate you about the correction in the timely manner. If such correction create a liability on you, then you will be required to clear that liability and keep your account in good standing failing which the Company can take technical and legal actions against you to recover the liability.

## Merchant Gateway Usage

These terms apply to you when you sign up for the merchant gateway provided by the Company for you to start accepting Nestegg as a mode of payment for your products and services. These apply for both PoS app usage and the online merchant gateway integration through API or through 3rd part support provider using our APIs.

As a Business User, you shall not offer any Products, which are illegal or offensive or banned as per the list provided below and/or are not in compliance with applicable laws, rules and regulations whether central, state, local or international of all jurisdiction from where the Customers avail the Products. In addition, you shall comply with and shall ensure compliance by the Customers with all applicable guidelines, rules, regulations issued by RBI if any and guidelines set by Nestofin, Acquiring Banks and/or Card Associations. You agree and understand that Nestofin reserves the right to suspend Nestofin Services to you until such time that you do not discontinue selling such banned/illegal Products or does not conform to all applicable laws and regulations in force from time to time. In addition, Nestofin reserves the right to terminate the Agreement signed with you without further notice in the case of breach of this Clause.

Banned list of Products referred to in this Agreement is as mentioned herein below. Please read the below list carefully and place your signature at the end confirming your adherence for the same:

1. Securities including shares, bonds, debentures, share tips etc. and/or any other financial instruments/assets of any description.
2. Living, dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction. E.g Elephant Tusks, Rhino Horns, etc
3. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments.
4. Tobacco and cigarettes which include cigarettes, cigars, chewing tobacco, and related products.
5. Alcohol which includes alcohol or alcoholic beverages such as beer, liquor, wine, or champagne.
6. Drugs and drug paraphernalia which include illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms. Psychotropic (mood altering) substances, narcotics, intoxicants of any description, medicines, palliative/curative substances. Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical Practitioner. Herbal and Ayurvedic products.
7. Religious items, including books, artefacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person.

8. "Antiquities" and "Art Treasures".
9. Adult goods and services and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; Website access and/or Website memberships of pornography or illegal sites.
10. Body parts which include organs or other body parts.
11. Child pornography which includes pornographic materials involving minors.
12. Copyrighted media which includes unauthorised copies of books, music, movies, and other licensed or protected materials. Digital download/PDF (eBook, software) e.g.: Music/Movies: content downloaded from the internet and burned on CDs and sold as genuine.
13. Copyrighted software which includes unauthorised copies of software, video games and other licensed or protected materials, including OEM or bundled Software. E.g.: Downloaded software copied/ burned on a marketable CD and sold as authentic/ trial versions of software downloaded and sold as genuine. Bundled software is software distributed with another product such as a piece of computer hardware or other electronic devices or a group of software packages which are sold together and are released/ authorised by Manufacturers Only.
14. Counterfeit and unauthorised goods which include replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorised goods.
15. Endangered species which includes plants, animals or other organisms (including derivatives) in danger of extinction.
16. Gaming/gambling which includes lottery tickets, contests, sports bets, memberships/ enrollment in online gambling sites, and related content.
17. Hacking and cracking materials which include manuals, how-to-do guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property.
18. Illegal goods which include materials, products, or information promoting illegal goods or enabling illegal acts.
19. Offensive goods which include literature, products or other materials that:
  1. Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors.
  2. Encourage or incite violent acts.
  3. Promote intolerance or hatred.
  4. Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals.
20. Pyrotechnic devices, combustibles, corrosives and hazardous materials which include explosives, fireworks and related goods; toxic, flammable, and radioactive materials and substances.
21. Regulated goods which includes airbags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications.
22. Wholesale currency which includes discounted currencies or currency exchanges.
23. Any product or service which is not in compliance with all applicable laws and regulations of India or international, whether federal, state, local.
24. Businesses or websites that operate within the scope of laws which are not absolutely clear or are ambiguous in nature (e.g. Web-based telephony, Websites supplying medicines or controlled substances, websites that promise online match-making).
25. Businesses banned/kept strict vigil on, by law (e.g. Betting & Gambling/lotteries/sweepstakes & games of chance).
26. SIM cards.
27. Selling of medical packages.
28. Unauthorized Wallet services.
29. Sites booking online appointments, websites selling VIA Call Centers.
30. Technical Support Eg: Web Hosting, SEO, Web designing, and allied services.



31. Pyramid/Referral Schemes Eg: A pyramid scheme/ referral scheme is an unsustainable business model that involves promising participants payment or services, primarily for enrolling other people into the scheme, rather than supplying any real investment or sale of products or services to the public.
32. Marketing – Bulk Emails, Bulk SMS's. Eg: mails/messages sent via mail servers and/or Bulk SMS service providers. Marketing – Bulk Emails, Bulk SMS's. Eg: mails/messages sent via mail servers and/or Bulk SMS service providers.
33. Spy Camera's and Likewise.
34. Protein Supplements, Height increaser, Weight Loss/Gain, Impotency, Hair Loss/Hair Fall , Memory Enhancement, etc.
35. Counseling and consulting services/market research – Online Consulting – Of any Kind.
36. Recruitment classifieds/job portals. work-at-home jobs/information.
37. Rental services for goods.
38. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles.
39. Drop-shipped merchandise. Eg: Drop shipping is a supply chain management technique in which the retailer does not keep goods in stock, but instead transfers customer orders and shipment details to either the manufacturer or a wholesaler, who then ships the goods directly to the customer.
40. Portfolio design. Eg: Financial services like Mutual Funds, Stocks, IPOs, etc.

You need to understand that you agree for the above and authorise Company to suspend your Account if you are found to be in violation of the above terms.

## Termination

You may terminate this agreement with Company, and close your Account at any time, following settlement of any pending transactions.

You agree that Company may, by giving notice, in its sole discretion, terminate your access to the Website and to your Account; including without limitation, suspending or terminating the Service and Members' Accounts, prohibiting access to the Website and its content, services and tools, delaying or removing hosted content, and taking technical and legal actions to keep Members off the Website if we reasonably perceive that such Members are creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Use.

Notwithstanding the above, we may, in appropriate circumstances and at our sole discretion, suspend or terminate Accounts of Members for any reason, including without limitation (1) attempts to gain unauthorized access to the Website or another Member's account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by Nestofin, acting in its sole discretion.

We also reserve the right to cancel unverified Accounts or Accounts that have been inactive for a period of 6 months or more, and/or to modify or discontinue our Website or Service. Members agree that Nestofin will not be liable to them or to any third party for termination of their Account or access to the Website.

You hereby agree that the suspension of an Account shall not affect the payment of the commissions due for past Transactions. Upon termination, Members will receive any monies owed to them via their registered bank account with Nestofin.

## Assignment



You acknowledge and agree that the Company can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without your consent. You shall however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of the Company.

## Availability

All Services are provided without warranty of any kind, either express or implied. While we strive to provide you with the uninterrupted Service, we do not guarantee that the access to this Website will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

We will use reasonable endeavors to ensure that the Website can normally be accessed by you in accordance with these Terms of Use. We may suspend use of the Website for maintenance and will make every effort to give you reasonable notice. You acknowledge that such notice, however, may not be possible in case of an emergency.

## External Websites

The Website may provide links or other forms of reference to other websites (“External Websites”) or resources over which we may not have control. You acknowledge that Nestofin is providing any such links or references of External Websites or resources to you only as a convenience and that Nestofin makes no representations whatsoever about any External Websites which you may access through this Website, including such External Websites being free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. Nestofin is not responsible for the availability of, and content provided on any External Websites. You are requested to review the policies posted by such External Websites regarding privacy and other topics before use. Nestofin is not responsible for third party content accessible through the Website, including opinions, advice, statements, prices, activities, and advertisements, and you shall bear all risks associated with the use of such content.

## Financial Advice

We do not provide any investment advice in connection with the Service contemplated by these Terms of Use. While we may provide information on the value, range, volatility of Nestegg, and events that may affect/have affected the value of Nestegg, this is not considered investment advice and should not be construed as such. Nestofin will not be liable for any loss suffered by you in connection with any transaction involving Nestegg.

## Financial Regulation

Our business model, and our Service, consists of facilitating the buying, selling, sending and receiving of Nestegg, and their use to purchase goods in an unregulated yet responsible, international open payment system. The Service we provide is currently unregulated within India.

## Email

Email messages sent over Internet are not always secure and Nestofin is not responsible for any damages incurred by the result of sending email messages over the Internet. We recommend sending sensitive emails by visiting ‘contact-us’ form on the Website where the information passes under security layer and is encrypted.

## Jurisdiction

These Terms of Use shall be governed and construed in accordance with the laws of India. The parties agree to irrevocably submit to the exclusive jurisdiction of the courts in Bangalore for the resolution of any disputes arising from these Terms of Use. Nestofin may also consider arbitration as the appropriate mechanism for dispute resolution.

## Limitation of Liability

Users of this website are responsible for their actions in connection with the use of the Website, Service, and their Accounts. Users are also responsible for protecting access information to the Website including, but not limited to, user names, passwords, and bank account details. Nestofin is not responsible for the outcome, whether positive or negative, of any action performed by any of its users within or related to the Website. Some deposits and withdrawal methods require Nestofin to use personal details of the user including, but not limited to, name, address, email, phone number, and bank account number, IFSC code, etc. and you agree that Nestofin can use these information to facilitate deposits and withdrawals.

The parties agree that in no event shall Nestofin or its affiliates, officers, directors, agents, employees, and suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the use of our Website, Service, or these Terms of Use. In case the applicable laws do not permit the limitation or exclusion of damages as described above, our aggregate liability (including the liability of our affiliates, officers, directors, agents, employees, and suppliers) in respect of claims based on events arising out of or in connection with any single member's use of the Website, whether in contract or tort or otherwise, shall in no circumstances exceed the amount of the transaction(s) that are the subject of the claim less any amount of commission that may be due and payable in respect of such transaction(s).

## Force Majeure

1. Nestofin services are offered only on the digital domain, which is subject to risks including offensive attacks. Nestofin shall not be liable for any Loss caused to the User's account or the monies or Nestegg accrued therein if the same arises due to any Force Majeure event, including commissions or omissions by third parties, forces of nature, offensive attacks on Nestofin servers or on the personal devices of the users, changes in applicable Law, or any Loss caused by conditions or events beyond the reasonable control of Nestofin.
2. The above limitation on liability includes any Force Majeure event set out hereunder including acts of god; fire, act of terrorists, act of civil or military authorities, civil disturbance, war, strike or other labour dispute, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond reasonable control of Nestofin; offensive attacks including virus attack, hacking, denial of service attack or theft of the personal devices of the User resulting in Loss to the account.
3. Nestofin shall not be liable for any Loss caused to User due to a data breach of confidential information of the User, including of the User account details or User password, including when such breach has occurred due to the User sharing such details with third parties or due to the User's failure to follow reasonable due diligence. Nestofin shall also not be liable or responsible for any disclosure by User of any User Account details, including on account of a phishing attack or other third-party disruption.
4. "Force Majeure" shall mean and include any cause arising from or attributable to acts, or events, beyond the reasonable control of Nestofin, including natural calamity, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, attacks including through computer viruses, hacking, denial of service attacks, ransomware or other manmade disruptions or any law,

order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law or of a Government or regulatory authority.

## Indemnity

1. To the full extent permitted by applicable law, you hereby agree to indemnify Nestofin, and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of the Website, Service, or from your violation of these Terms of Use.
2. Nestofin shall indemnify User and hold harmless against and in respect of any Losses incurred or suffered by the User solely due to any proven wilful and malicious act or default on the part of Nestofin. This indemnity is subject to the representations and warranties set out herein above i.e., Nestofin shall not be liable for any Losses arising out of risks or consequences set out in the representations and warranties, which have been read, acknowledged and understood by the User by virtue of their use of the Nestofin Services, or for actions initiated by Nestofin against User for suspension, cancellation or termination of their User Account for any reason. The liability of Nestofin in any event shall be limited to the amounts actually received from the User, in INR, or INR 1,00,000 whichever is lower as consideration for the services rendered by Nestofin in relation to the transaction to which the indemnity claim relates. If the claim does not relate to any transaction in particular, then Nestofin's liability shall be limited to the amounts actually received from the User, in INR, or INR 1,00,000 whichever is lower as consideration for the services rendered by Nestofin in relation to the three transactions immediately preceding the date on which the claim is made by the User.
3. These provisions shall survive the expiration or termination of this Agreement.

## Miscellaneous

If we are unable to perform the Service outlined in the Terms of Use due to factors beyond our control including but not limited to an event of force majeure, change of law or change in sanctions policy we will not have any liability to you with respect to the Service provided under these Terms of Use and for a time period coincident with the event.

## Modification of Terms

Nestofin reserves the right to change, add or remove portions of these Terms of Use, at any time, in an exercise of its sole discretion. You will be notified of any changes in advance through your Account inbox. Upon such notification, it is your responsibility to review the amended Terms of Use. Your continued use of the Website and Service following the posting of a notice of changes to the Terms of Use signifies that you have accepted and agreed to such changes, and that all subsequent transactions by you will be subject to the amended Terms of Use.

## Contact Us

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms of Use and/or your use of the Website and the Service, your Account, or any other matter, please contact us at [support@Nestofin.com](mailto:support@Nestofin.com)

## Lending Service Usage

These terms apply to you when you use our lending service provided by the Company. No provision herein shall constitute investment or loan advice or consultation and in no way shall any of the Parties view Lending Service as an investment advisor or a loan

intermediary. The customer confirms that they understand and accept that the Lending Platform that creates an opportunity for him/her to enter into loan agreements and use cryptoassets as collateral for the said agreements.

1. The minimal amount of the Collateral to be provided shall be calculated on the basis of the Loan-To-Value ratio (hereinafter LTV). LTV is usually 50%. This information is displayed to you at the time of taking a loan. Company is entitled to change this rate at any time and it will be effective the subsequent loans.
2. When you are applying for the loan, you will be given some of the choices like payment date of the month (in case of EMI) which will be binding on you once your loan is approved. The received loan may either be in crypto assets or in fiat currency as displayed to you when you are applying for the loan.
3. The User shall add cryptoasset funds into the joint lending account to increase the collateral to avoid liquidation in case if the price of collateral drops.
4. All the payments you need to make towards the loan should be done to your loan account. The payment of EMIs/interests/fee/penalties/principal is automatically paid from your loan account to your loan.
5. The User takes the responsibility to pay the EMIs (Easy Monthly Installments) or interest payments in a timely manner failing which the user will be subject to additional fees/penalties/interests as mentioned to you when you are applying for the loan.
6. The Company reserves the right to liquidate a part of the collateral or full collateral at the prevailing rates on the website to settle EMIs, fees, penalties, interests, principal and any other monies due against the loan account.
7. While the Company does its best to avoid liquidation of your assets, the discretion of the Company will be final and binding.
8. In case, the Company is undergoing restructuring, change of management or being transferred, then the Company reserves the right to ask the loan seekers to settle the loan accounts within 30 days from the time you have received your notice. The customers maybe able to apply for a new loan later.