

## **JSIL WhatsApp BOT Terms & Conditions**

By using **JSIL Whatsapp BOT**, you agree to JS Investments' Terms & Conditions. These Terms and Conditions comprise the agreement between JSIL and the customer/unit holder/ potential investor for availing JSIL WhatsApp BOT Service.

### **1. Service**

Service(s) means services, either customized or otherwise, provided by JSIL, its Partner(s), Services Provider(s), and WhatsApp Channel, from time to time.

### **2. Privacy Notice**

When you use **JSIL WhatsApp BOT**, JSIL needs your personal information to provide its services. You are responsible for providing and maintaining accurate and updated personal information, and for safeguarding your account information. We understand you have authorized JSIL to verify and authenticate your personal information, at any time. JSIL will not be liable for any loss or damage arising from your failure to comply with the requirements of JSIL and its Service Providers. For more information you can call our helpline at 0800-00887 or visit our website <https://jsil.com/investor-relation/>. If you handover a device with the **JSIL WhatsApp BOT** installed to another individual, you should reset/lock/deactivate the device before doing so. If devices with **JSIL WhatsApp BOT** installed are lost or stolen, you should immediately inform the relevant authority(ies).

### **3. Security**

We endeavor to maintain high standards of security. We expect that you will not share your phone, connected via any network, let anyone else access your phone/devices, or do anything else that might jeopardize the security of your connection. You are reminded to use your mobile devices safely. JSIL shall not be liable for any damages or losses suffered as a result of breach of any of the actions stated above.

### **4. Third Party Services**

We do not endorse any third party services. Third party providers of websites and applications (including WhatsApp) accessed by you through the Service are accessed at your own risk, and we have no liability

for third party services. If third party websites or applications (including WhatsApp) cause any problems or harm, you should seek redressal directly from the third party provider of those services. We have no responsibility in such matters and cannot assist. Third party providers of websites or applications (including WhatsApp) that you access through any network/ mobile phone number may have their own terms and conditions. It is your responsibility to read and adhere to such terms and conditions.

It is hereby understood that receipt of WhatsApp messages by customer shall be subject to the customer's data network connection and his/her device compatibility for the services. Therefore, Customer hereby agrees that he/she shall be solely responsible without any binding on JSIL, for upgrading any software, hardware and the operating system at his/her own cost from time to time so as to be compatible to continue to avail the WhatsApp Services offered JSIL.

## **5. Entire Agreement**

These Terms & Conditions are the entire agreement between us and you regarding use of JSIL WhatsApp BOT and related services (excluding any services for which you have a separate agreement with us).

By using the JSIL service you agree to these Terms. We may update/amend these Terms and Conditions by updating it on website and all such platforms where these terms and conditions are posted at any time. Therefore, we encourage you to check our website regularly. If you do not agree to the amendments/updates, you should discontinue your use of the **JSIL WhatsApp BOT**.

## **6. General Terms**

These General Terms apply generally to the use of any or all of JSIL services via/through **JSIL WhatsApp BOT (the "Service")**. Our Service is diverse, so additional service specific terms ("Service Specific Terms") may apply.

JSIL may engage or otherwise cooperate with affiliates, suppliers, partners and other third parties in connection with the Service, and, where applicable, "JSIL" or "we" shall also be understood as a reference to such third parties.

By using the Service you agree to these Terms of Use, General Terms and any Service Specific Terms and the Privacy Statement (collectively referred to as "Terms").

## **7. The Service**

JSIL' Service consists of digital products and/or services distributed over the Internet to individual customers for private use. The Services are accessible at our websites (the "Website") and Mobile App, for certain Services on your own device(s) after you have installed it.

## **8. Privacy and Personal Data**

In connection with the provision of the Service, JSIL will collect and process personal data about you and your use of the Service.

By using our Service, you agree that JSIL can use your personal data (which also include your accounts access) in accordance with our Privacy Statement and as otherwise set out in any applicable Service Specific Terms and provide consent of your personal data that maybe transferred outside your home territory.

The user hereby confirms that user shall solely be responsible for conducting all activities by using JSIL WhatsApp BOT and the same will be deemed to have emanated from such customer. The customer agrees that all instructions transmitted by using JSIL WhatsApp BOT, shall be deemed to be written instructions and agrees not to dispute or challenge the validity or enforceability of any such instruction on the grounds that such instructions were not written documents and hereby waives any such right the customer may have at law. In addition, such instructions are considered original documents and the customer agrees not to challenge the admissibility of any such instruction on the grounds that it is made in electronic or oral form.

Although by default the communication over WhatsApp is end-to-end encrypted, but the user understands and agrees that any message and information exchanged is subject to the risk of being read, interrupted, defrauded or manipulated by third party and JSIL shall not be responsible for any consequences arising out for using WhatsApp BOT.

## **9. User Content and Submissions**

JSIL' services and/or WhatsApp BOT may allow you to submit, post or display content, such as information, data, text, software, music, sound, photographs, graphics, videos, advertisements, messages or other materials ("User Content"). You are solely responsible for such content. JSIL may review and remove any User Content that, in its sole judgment, violates the Terms, applicable laws, or generally accepted

practices or guidelines in the Jurisdiction.

Prohibited User Content under the Terms includes, without limitation, content which: is offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual; involves the transmission of “junk mail”, “chain letters” or unsolicited mass mailing, “spamming” or “phishing”; promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous, promotes or endorses an illegal or unauthorized copy of another person’s copyrighted work; contains restricted or password only access pages or hidden pages or images; displays or links to pornographic, sexually explicit or any other indecent material; solicits passwords or personal data from other users; or violates the rights of or harms or threatens the safety of other users or the Service.

#### **10. Warranties and Disclaimers**

JSIL warrants that it will perform in a professional manner in accordance with prevailing industry standards and make reasonable efforts to keep the required service operational.

The Service is provided “as is”. You acknowledge that the Service is not error-free. JSIL makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of service of JSIL WhatsApp Self BOT or otherwise.

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

The Services offered by JSIL (other than WhatsApp platform and its exclusive property) and the content on JSIL’s website including its name, design, logo, patents, trademarks and other components is the property of JSIL. Any infringement will be dealt with in accordance with the Laws of Pakistan.

#### **12. Liability**

JSIL (including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees) shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the services or otherwise.

JSIL shall have no obligation to verify the authenticity of any activity conducted, Service(s) used or instruction received or purported to have been received from the user other than by means of verification

of the user's credentials /details in JSIL records. The user shall directly contact JSIL on account of misuse of the Services by a fraudulent individual/party and such issues shall be suitably addressed by JSIL alone in line with its policies and rules. The user agrees that under no circumstances shall JSIL be liable for any such fraudulent activities / misuse of Service(s) through JSIL WhatsApp BOT.

### **13. Indemnity**

You agree to indemnify, defend and hold harmless JSIL (including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees) from all claims, liabilities and expenses (including attorney's fees) that arise from your misuse of services in breach of the Terms or applicable laws.

JSIL reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall cooperate in good faith with JSIL in asserting any available defenses.

### **14. Termination**

JSIL WhatsApp BOT may be deactivated anytime through your contact settings on WhatsApp. Once customer unsubscribes from the Service.

The customer agrees and accepts that all WhatsApp services/communication to be taken place through WhatsApp BOT between JSIL and Customer will be subject to these T&Cs. JSIL may stop providing service to you, or add limits to your service, if you act in breach of these Terms or applicable laws, your right to use service and access its content will in any event immediately, without notice, terminate without refund of any fees.

### **15. Changes**

We may also update or otherwise amend these Terms, for instance to reflect changes to the Service or changes to the law.

### **16. Language versions**

Any translations of these Terms from English into another language are made solely for your convenience. In the event of discrepancies between different language versions, the English version shall prevail.

### **17. Governing Law and Dispute Resolution**

The Terms shall be governed by and interpreted in accordance with applicable Laws of Pakistan. Any

dispute, controversy or claim arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Pakistani courts at Karachi as the legal venue.

I hereby confirm that the above terms and conditions have been read, understood and agree to abide by me.