

## Terms and Conditions of Use

**Effective Date: 1<sup>st</sup> Jan 2026**

These Terms and Conditions ("Terms") govern access to and use of the website: **www.vivritinext.com** operated by Vivriti Next Limited, a company incorporated under the Companies Act, 2013, having its registered office at Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai Chennai, Tamil Nadu 600002 India ("Company", "we", "us" or "our").

By accessing, browsing, or using the Website, you agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use the Website.

### 1. Declaration

You expressly authorize the Company or any of its subsidiaries/affiliates to conduct Know Your Customer (KYC) and other mandatory checks through legally permissible processes. This includes authentication/verification of submitted documents or details for KYC purposes and accessing data from databases maintained by statutory or lawful authorities. You agree and authorise Company/its third-party service providers to contact you at the contact information provided for service-related communication relating to your product or facilities offered even if your number is in National Do Not Call Registry.

### 2. Purpose of the Website

The Website is an information technology platform intended to provide information about the Company, its products, services, solutions, and related offerings. The Website does not constitute professional advice, solicitation, or a binding offer, unless expressly stated otherwise.

### 3. Eligibility

You represent and warrant that:

- You are at least 18 years of age;
- You have the legal capacity to enter into a binding contract under applicable law; and
- Your use of the Website complies with all applicable laws and regulations.

## 4. User Obligations

While using the Website, you agree that you shall not:

- Use the Website for any unlawful, fraudulent, or prohibited purpose;
- Interfere with or disrupt the operation or security of the Website;
- Upload or transmit any virus, malware, or harmful code;
- Attempt to gain unauthorised access to any portion of the Website, systems, or networks;
- Use the Website in any manner that infringes intellectual property or other proprietary rights.

## 5. Intellectual Property Rights

All content on the Website, including but not limited to text, graphics, logos, images, software, code, data compilations, and layout (collectively, "Content"), is owned by or licensed to the Company and is protected under applicable intellectual property laws.

No part of the Website or Content may be copied, reproduced, distributed, modified, or exploited in any manner without prior written permission of the Company, except as permitted under applicable law.

## 6. Use of Information

Any reliance you place on information available on the Website is strictly at your own risk. The Company makes no representations or warranties as to the accuracy, completeness, or reliability of the content provided on the Website.

## 7. Third-Party Links

The Website may contain links to third-party websites or resources. Such links are provided for convenience only. The Company does not control, endorse, or assume responsibility for the content, privacy practices, or availability of any third-party websites.

## 8. Privacy and Data Protection

Your use of the Website is subject to our **Privacy Policy**, which forms an integral part of these Terms. Personal data is collected and processed in accordance with the Digital Personal Data Protection Act, 2023 and applicable rules thereunder.

## **9. Disclaimer of Warranties**

The Website and its Content are provided on an "as is" and "as available" basis. To the maximum extent permitted under applicable law, the Company disclaims all warranties, express or implied, including warranties of accuracy, merchantability, fitness for a particular purpose, and non-infringement.

We make no warranty that the contents of the Website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof, to any users of the Website. The Company gives no warranties (whether expressed or implied) or recommendations, as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Website or any of its contents. The content of the Website does not constitute an express or deemed opinion or an expert view. Any decisions will be based solely on your own evaluation and neither Company nor or its representatives nor any third party shall be liable for any loss or damage of any kind whatsoever, caused by your reliance on the information obtained through the Website. We reserve the right to change the contents of the Website at any time without notice. Any opinions, advice, statements, Website, offers, or other information or content expressed or made available by third parties, if any, are those of the respective parties and not necessarily those of Company. The Website may contain links to other websites, webpages and services also operated by other persons / entities / companies (other sites), and your use of such other sites is also subject to the terms and conditions and other terms and guidelines, if any, contained within such other sites. Company disclaims all liability for the content and/or materials available on such other sites.

## **10. No Endorsement**

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. The Company makes no effort to review the content of these web sites, nor is the Company responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that the Company does not pre-screen content, but that the Company will have the right

(but not the obligation) in its sole discretion to refuse, edit, move or remove any content that is available via the Website

## **11. Use of Cookies**

You agree and understand that this website will automatically receive and collect certain anonymous information in standard usage logs through the web server, including computer/computer resource-identification information obtained from "cookies" sent to your browser from a web server or other means as explained in the Privacy Policy on this website.

## **12. Limitation of Liability**

To the fullest extent permitted under applicable law, the Company shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or in connection with your use of or inability to use the Website, including but not limited to loss of data, business, revenue, or profits.

## **13. Indemnity**

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, and affiliates from and against any claims, losses, damages, liabilities, costs, and expenses arising out of your use of the Website or violation of these Terms or any links therein, including, but not limited to:

- Your use or someone else's use of your access to the Website;
- Your use/operation or someone using/operating or conducting any transactions, where applicable;
- A violation of the Terms and Conditions contained herein by you or anyone using your computer;
- A claim that any use of the Website by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party;
- Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Website by you or someone using your computer;
- Any misrepresentation or breach of representation or warranty contained herein made by you; or
- Any breach of any covenant or agreement to be performed by you hereunder.
- You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

## **14. Software Licence**

You acknowledge that any software which may be available or provided to you on the Website may contain technology that is subject to strict controls pursuant to export control laws and regulations of the India and other countries and jurisdictions. You hereby agree that you will not transfer or export such software in violation of such applicable export laws and regulations. The Company does not authorize the downloading or exportation of any software or technical data from the Website to any jurisdiction prohibited by such export controls laws and regulations.

## **15. Suspension and Termination**

The Company reserves the right to suspend or terminate access to the Website, in whole or in part, at its sole discretion, without prior notice, if it believes you have violated these Terms or applicable law.

## **16. Modifications to the Website and Terms**

The Company may modify, suspend, or discontinue any part of the Website at any time without notice. These Terms may also be amended from time to time. Continued use of the Website following any changes constitutes acceptance of the revised Terms.

## **17. Legal Disclamiers**

The information provided on or through this website is for information purposes only and they do not in any manner indicate any assurance or opinion of any manner whatsoever. Any information may be prone to shortcomings, defects, or inaccuracies due to technical reasons. Certain information on Website may be on the basis of our own appraisal of the applicable facts, law and regulations in force at the date hereof. Nothing on the Website or information is intended to constitute legal, tax or investment advice, or an opinion regarding the appropriateness of any financial service or a solicitation of any type. The information (and opinions, if any) contained on this website may have been obtained from public sources believed to be reliable and numerous factors may affect the information provided, which may or may not have been taken into account. The information provided may therefore vary (significantly) from information obtained from other sources or other market participants. Any reference to past performance in the information should not be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences, and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable

for all categories of users. Your decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe the Company or any of its employees/authorized representative as having been in any way involved in your decision-making process. Any information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock, investment, or financial advice.

## **18. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of India. The courts at Chennai, India shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms or use of the Website.

## **19. Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

## **20. Contact Information**

For any questions or concerns regarding these Terms, please contact:

### **Vivriti Next Limited**

**Address:** Prestige Zackria Metropolitan, No.200/1-8, 8<sup>th</sup> Floor, Block 1, Anna Salai, Chennai, Tamil Nadu 600002

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