

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE

These terms and conditions (the “Terms” or “Terms of Use”) are the terms on which this website www.dhfin.in (the “Website”) is made available to you (“you”/ “your”). By accessing this Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website.

INFORMATION ABOUT US

We Dickey Asset Management Private Limited, Datter Consultants Private Limited, Dickey Consulting LLP, and DH Financial Private Limited and including its affiliates (collectively referred to as “**DHFIN GROUP**” or “we”/ “us”/ “our”), having its office at 1106, Indraprakash Building, Barakhamba Road, New Delhi – 110001.

We hereby agree to provide use of this Website to you if you assent to these Terms of Use.

OUR COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Your use of the Website and its contents grants no rights to you in relation to any of the intellectual property rights or associated rights, including copyrights, trademarks, patents, design rights, trade names, database rights, and neighbouring rights, as well as rights to know-how (“**Intellectual Property Rights**”), related to the Website. All text, user interfaces, visual interfaces, graphics, illustrations, photographs, trademarks, logos, computer code and other related material (together, “**Content**”), including but not limited to the design, arrangement, structure, selection, coordination, expression and “look and feel” of the Content, contained on the Website are owned or controlled by DHFIN GROUP or licensed to DHFIN GROUP by our third-party licensors. All such rights are reserved.

Nothing in the Terms constitutes the transfer of any Intellectual Property Rights from DHFIN GROUP to you or any third party.

You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the Content, services, web pages or materials on the Website or the computer codes of elements comprising the Website other than for your own personal use. You also may not use any automatic or manual device, program, algorithm or methodology, or any similar process on any portion of the Website or Content. Further you are not allowed to download any excerpts of this Content to your hard disk for any purpose.

In the case you infringe or repeatedly infringe our Intellectual Property Rights. We will have the right to, terminate or deny access to and use of the Website, and/or Services and take necessary legal actions to restrict such infringement. In case of such termination, DHFIN GROUP will have no obligation to provide a refund of any amounts, if any, previously paid to Us or to any person in respect of any such termination.

OTHER WEBSITES

Any information which we make available to you on or via other websites (referred to below as “**Other Websites and includes - Social media platforms, newsletters, blogs and market places**”) are subject to additional terms and conditions which will be notified to you when you access the relevant Other Websites.

This Website and the Other Websites which are designed to provide information about us are not intended to provide financial or any other advice or instructions as to their use but only as general information which should not be relied upon by any individual or for any specific purpose.

LINKS FROM OUR SITE

We may provide links to other third-party websites from time to time (via advertising or otherwise). These links are provided for your ease of reference and convenience only. We do not control such third-party websites and are not responsible for their contents or practices. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that we will not be party to any transaction or contract with a third party that you may enter into and we shall not be liable to you, directly or indirectly, in respect of any loss or damage which you may suffer by using those third-party websites. You agree that you will not involve us in any dispute between you and the third party.

YOUR USE OF THE WEBSITE

You agree that in using the Website you will not:

- a. violate any applicable national or international law or regulation;
- b. Use the Website in any way that may lead to the encouragement, procurement or carrying out of any activity which is criminal, fraudulent, unlawful or prohibited by these Terms;
- c. Use the Website for any purpose other than your personal use;
- d. Use the Website in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;
- e. Advertise or promote third party or your own products or services including by way of the distribution of ‘spam’ and/or ‘junk’ mails, or ‘chain letter’ or any other similar solicitation;
- f. Transfer files that contain viruses, worms, trojans or engage in any other activity harmful to the Website;
- g. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- h. Use any device, software, or routine that interferes with the proper working of the Website.
- i. Link to the Website from a third-party site without our prior written authorisation;
- j. impersonate or attempt to impersonate DHFIN GROUP, a DHFIN GROUP employee, another user, or any other person or entity;
- k. Access or attempt to gain unauthorised access to any user accounts linked or associated with the Website or interfere with, damage, or disrupt any parts of the Website, the server on which the

Website is stored, or any server, computer, or database connected to the Website or to penetrate or attempt to penetrate the Website security systems and measures; or

- l. Interfere with any other person's access to, use or enjoyment of, the Website.

Every access and use of the Website is made at your own risk and responsibility. You should use your own virus protection software.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and any other applicable terms and conditions listed in these Terms, and that they comply with them.

We reserve the right to suspend, restrict or terminate your access to this Website (or any part of it) at any time without notice at our discretion if we believe you have breached any of the restrictions in these Terms.

YOUR LEGAL OBLIGATIONS

You confirm that:

- a. You are over the age of majority in your jurisdiction or you have the consent of your parent or legal guardian; and
- b. You will comply with the restrictions on your use of the Website as set out in these Terms.

RELIANCE ON INFORMATION POSTED

The Content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the Content on our Website.

Whilst we aim to ensure that the Website and its Content, are correct at the time when such Content is uploaded to the Website, it is subject to change and, to the extent permitted by applicable laws and regulations, we make no representations, warranties or guarantees (whether express or implied), that the information on the Website or its Content is accurate, complete or up to date.

All Content and services on the Website are provided on an 'as is' and 'as available' basis and, to the extent permitted by applicable laws and regulations, made without any representations, warranties or guarantees of any kind.

We are under no obligation to update any information contained on the Website.

WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Whilst we aim to ensure that the Website, its Content, any features offered through the Website and any information contained on it, are error-free, uninterrupted and free from bugs and viruses, due to the nature of the internet, we cannot guarantee this.

We do not guarantee nor warrant that the Website, or any Content on it, will always be available or be uninterrupted and in a fully operating condition. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.

Access to or use of the Website (including its Content, any features or benefits offered through it or any information contained on it) may be prohibited by law in certain countries or jurisdictions. You are responsible for compliance with all applicable laws and regulations of the country from which you are accessing or using the Website. We make no guarantee that the Website (including its content, any features or benefits offered through it or any information contained on it) is appropriate or available for use in locations outside India.

OUR LIABILITY IF YOU ARE A BUSINESS

Insofar as permitted by applicable law, we exclude all liability (including liability of our officers, directors, managers, members, shareholders, employees, agents or advisors), whether arising in contract, tort, breach of statutory duty or otherwise, arising out of or in connection with access to or use of the Website, even if foreseeable, including but not limited to:

- a. Losses arising from inaccuracies in any information or material within or relating to the Website;
- b. Losses not caused by any breach on our part;
- c. Losses arising from your use of, or reliance on, the Website;
- d. Losses arising from the unavailability of the Website for whatsoever reason;
- e. Losses arising from any representation or statement made on the Website;
- f. Losses resulting from technical faults with the Website or technologically harmful material;
- g. Any business loss (including loss of profits, business, revenue, contracts, anticipated savings, data, goodwill, reputation, wasted expenditure, business interruption or loss of business opportunity); and
- h. Any indirect or consequential losses or losses that were not foreseeable to both you and us when you are commencing accessing and using the Website.

To the extent possible under applicable law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any Content on it.

You will indemnify and compensate us and our officers, directors, managers, members, employees, agents and advisors for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your use of the Website or Other Websites (and related use of services); (b) Your breach of these Terms of Use; (c) Your violation of any law or the rights of any third party; and/or (d) Our use of your information.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We are committed to protecting your privacy and only use any personal data that we collect from you, or that you provide to us, in accordance with applicable data protection laws and regulations, such as name including first and last name, email address, mobile phone number and contact details, postal code, demographic profile (like your age, gender, occupation, education, address etc.) and information about the

pages on the Website you visit/access, the links you click on the Website, the number of times you access the page and any such other browsing information. Such personal information / data provided by you during the course of usage of the Website will be treated in accordance with our [Privacy Policy](#) and [Cookies Policy](#). Therefore, please read our [Privacy Policy](#) and our [Cookies Policy](#) for more information on how we use personal data and related matters.

OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional terms, which also apply to your use of our Website:

- a. **Our [Privacy Policy](#)** which explains how your personal information is used by us and what your rights are.
- b. **Our [Cookies Policy](#)** which sets out information about the cookies on our Website.

Additional terms and conditions will apply to services offered by us, all of which terms are made a part of these Terms by reference. We will direct you to the additional terms and conditions at the time that you interact with us in relation to the relevant services. Please read the applicable terms and conditions carefully. If there is a conflict between these Terms of Use and the terms that apply to a service offered through the Website or other Websites, the terms that apply to that service shall take precedence to the extent of such conflict. Each of these policies, terms and conditions may be changed from time to time and is effective immediately upon posting such changes on the Website or otherwise in accordance with their terms (as applicable).

GENERAL

If you are a business, these Terms contain the entire agreement between you and us with respect to the use of the Website. No representation, statement or inducement (whether oral or written) not contained in these Terms (as updated from time to time) shall be binding on either you or us.

These Terms are not intended to give rights to anyone except you and us (including any of our affiliates). None of these Terms will be enforceable by any third party.

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. Our failure to enforce any right or provision of these Terms of Use shall not be considered a waiver of those rights.

MONITORING THE WEBSITE

We may use third-party service providers to monitor and analyze the use of our Website.

TERMINATION

We may terminate or suspend and bar access to the Website immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a

breach of Terms. All provisions of Terms which by their nature should survive termination shall survive termination.

We reserve the right to refuse service to anyone for any reason at any time.

GOVERNING LAW AND JURISDICTION

These Terms of Use shall be governed and construed in accordance with the laws of India, which governing law applies to agreement without regard to its conflict of law provisions.

DISPUTE RESOLUTION

These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India. For proceedings arising therein the Courts at NEW DELHI, INDIA shall have exclusive jurisdiction.

Any dispute or difference either in interpretation or otherwise, of the Terms of Use and other Policies on the Website, between the parties hereto, shall be referred to an independent arbitrator who will be appointed mutually by the parties and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be held in NEW DELHI, INDIA.

AMENDMENT TO TERMS

We are constantly looking for ways to improve this Website. We therefore reserve the right to amend these Terms at any time. All such changes will take effect once they have been posted on the Website. Please ensure that you revisit and review these Terms periodically as you will be deemed to have accepted, and shall be bound by such changes if you continue to access and use the Website after the revisions to these Terms of Use become effective. If you do not agree to the new terms, you are no longer authorized to use the Website.

SEVERABILITY

If any provision of the Terms is found by a court or other tribunal of competent jurisdiction to be invalid, void, illegal or unenforceable for any reason, such provision shall be eliminated or severed to such extent that the remaining provisions of Terms will continue to be in full force and effect.

DIGITAL RECORD

This document is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

ACKNOWLEDGEMENT

BY USING THIS WEBSITE AND ALL FEATURES PROVIDED IN THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

CONTACT US

If you have any questions, complaints or comments on this Website, then you may contact us via email at **info@dhfin.in** or call us on: **+91 12440 17026**.