



TERMS OF USE OF THE WEBSITE OF 1CROWD PLATFORM

These Terms of Use including the Privacy Policy [https://www.1crowd.co/index.php/privacy_policy] and Disclaimer [<https://www.1crowd.co/index.php/disclaimer>] (“**Terms of Use**”) govern the use of the website of 1Crowd platform [<https://www.1crowd.co/>] (“**Website**”) and the services (“**Services**”) provided on the 1Crowd platform. By using the Website including but not limited to accessing or visiting or browsing the Website, you (“**Visitor/User/Member**”) indicate your acceptance to these Terms of Use and that you agree to abide by them. The Terms of Use constitute a legal agreement between you, as the user of the Website and us, the owner of the Website. If you do not agree to these Terms of Use, please refrain from using this Website.

The Terms of Use shall be considered as part of any agreement, the reference to which shall be made in that agreement and shall be read along with the terms and conditions of that agreement. In the event of conflict between the terms of such agreements and the Terms of Use, the terms of such agreements will prevail and govern so long as they relate to matters specifically referenced herein and this Terms of Use will apply with respect to all other matters.

1. Information about us and the 1Crowd platform

- 1.1. The Website is owned and operated by Zeva Capsol Private Limited (“**we/us/our**”). We have been incorporated under the Companies Act, 1956 under CIN U74900MH2015PTC264012 having its registered office at Flat No. 101, First Floor, Siddhivinayak Building, Union Park, 1st Cross Road, Khar West, Mumbai-400052.
- 1.2. The 1Crowd platform enables early stage ventures to display their business ideas and run a fundraising campaign on the Website and facilitates potential investors to make a decision regarding investing in such ventures. The Website also provides the early stage ventures and the potential investors with such other information and service as are necessary or incidental to the principal activity described here.

2. Access to the Website

- 2.1. By accessing the Website, you agree to these Terms of Use and the Privacy Policy set out at [https://www.1crowd.co/index.php/privacy_policy]. The access to certain sections of the Website is conditional upon our acceptance of you as a “member” or ‘issuing company’ or ‘issuer’ on the 1Crowd Platform. We reserve the right to withdraw or amend the Services being provided to you through the Website without any notice. We will not be liable if for any reason our Website is not available to you at any period of time. Further, we have the right to restrict your access to the whole or part of the Website.
- 2.2. All rights that are not expressly granted to you are reserved under these Terms of Use.

3. Registration and Membership

- 3.1. If you are interested in exploring opportunities of investing in the issuer companies seeking to raise funding through the 1Crowd Platform, in order to have full functionality of the Website, you will have to register as a ‘member’ on the 1Crowd platform. The terms of registration including eligibility criteria and rights after becoming a member are available on our Website and you may view them once you become a member of the 1Crowd platform. In case of a conflict between the Terms of Use and the specific condition governing membership of the 1Crowd Platform, the specific conditions of membership shall prevail.



- 3.2. If you are interested in running a fundraising campaign through the 1Crowd Platform, in order to have full functionality of the Website, you will have to register as an 'issuing company' or the 'issuer' on the 1Crowd platform. The terms of registration including eligibility criteria and rights after enrolling as an 'issuing company' or 'issuer' are available on our Website. In case of a conflict between the Terms of Use and the specific condition governing your status as an 'issuing company' or 'issuer' on the 1Crowd Platform, the specific conditions applicable to 'issuing company' or 'issuer' shall prevail.

4. Password to the Website

- 4.1. Upon completion of your registration to the Website and upon reasonable satisfaction of our understanding of your engagement with us, an authentication link to the email ID specified by you shall be provided. That authentication link will be accompanied by a unique username and password that will allow you to participate in the fundraising campaign in which you have evinced your interest.
- 4.2. You agree not to provide your username and password information to any other person other than with us.
- 4.3. You agree to keep your password secure. You are fully responsible for any loss or damage resulting from your failure to protect your password. You agree to immediately notify us of any unauthorised use of your password or any other breach of security.
- 4.4. You agree that we shall not be liable for any loss or damage arising out of our failure to keep your password secure.

5. Representations and Warranties of Users

- 5.1. Your entering into these Terms of Use on your own behalf or on behalf of the entity for whom you are acting provides a representation that you agree to abide by the Terms of Use or such other agreements that you may enter into while browsing through the Website. You agree to stop using the Website and inform us of any violation of law that may stop you from using our Website.
- 5.2. You represent that all the information provided by you is true, correct and accurate and you shall inform us of any change/ amendment in such information from time to time.
- 5.3. You shall not host, display, upload, modify, publish, transmit, update or share any information that: (i) belongs to another person and to which you do not have any right to; (ii) is grossly harmful, harassing, libellous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, otherwise unlawful in any manner whatsoever; (iii) harms minors in any way; (iv) infringes any patent trademark, copyright or other proprietary rights; (v) violates any law for the time being in force; (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (vii) impersonates another person; (viii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with friendly states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.



5.4. You agree and understand that you shall not sell your access to the Website. You shall not transmit any unnecessary information or unwanted electronic communication viz. spam to other members of the 1Crowd platform. You will not misuse your right to the Website by introducing viruses, trojans, worms or other material likely to cause harm to the Website and shall indemnify and keep us indemnified in case any action is initiated against us due to any loss, injury, expenses or liability caused to any other user of the Website or any third party. You shall further not gain any unauthorised access to the Website or on any other source to our Website.

6. Our rights in relation to the Website

6.1. We have the right to discontinue or change our Services at any time and shall not be liable for the same.

6.2. We shall delete your account or cancel access to the Website for any reason whatsoever, at any time at our discretion. We shall also suspend or limit your access to the Website as and when may be considered necessary. For the aforesaid, we shall make all reasonable efforts to notify you and inform you of such an action and the reasons thereof, in any.

6.3. We shall disclose such confidential information as may be provided by you or such other details about yourself as may be necessary to satisfy any governmental department or authority under applicable law or to any third party in accordance with the terms of the Privacy Policy.

6.4. With reference to Clauses 6.1, 6.2 and 6.3, you agree and understand that we shall not be liable for any claim based on any termination, suspension or any of the aforesaid actions taken by us in relation to your access to the Website.

6.5. We may invite you to participate in the chat rooms or other features that will give you an opportunity to know about the 1Crowd platform, the companies and the fundraising campaigns of such companies. The comments or other information provided by you on such chat rooms shall be deemed to have been licensed to us on a free and permanent basis.

7. Intellectual Property Rights

7.1. When you visit our Website, we give you a limited license to access and use our information for personal use.

7.2. You are permitted to download the information available on the Website to any instrument for your personal use only provided that you do not delete or change any copyright symbol, trademark or other proprietary details. You shall not use our information for any other purpose other than for the aforesaid. You agree that any use of the proprietary information displayed on the Website shall infringe our intellectual property rights for which you shall indemnify us.

7.3. We have copyright on all the contents displayed on the Website including graphics, logo, sound recordings and software that is either owned or licensed to us other than any third party contents which are specifically identified as such. Any infringement of our intellectual property rights shall be governed by the applicable law in India.



- 7.4. The license to access and use the Website does not include the right to copy or reproduce the information of our Website on any other platform or medium, without our prior written permission.
- 7.5. Except where otherwise specified, any word, logo or device to which is attached the symbols [™] or ® shall be considered as a registered trademark that is either owned by us or which we have license to use. The right to use the Website does not give a license to use those trademarks in any way.

8. Linked Websites

- 8.1. You may be able to access and view third party websites through this Website. The links are provided for your convenience only and may not be updated at all times.
- 8.2. We do not endorse, review, control or examine third party websites and we are not responsible for any content posted on such third party websites. You understand that the inclusion of links on the Website is not intended as an endorsement or recommendation of any linked website or content of such website.
- 8.3. You agree that your access to any third party website is governed by the terms of use of that website and has no relation to the Terms of Use of the Website. You agree and understand that it is your responsibility to comply with the terms and conditions of that website as well

9. Disclaimers and Limitation of Liability

- 9.1. You agree and understand that the use of the Website is at your own risk. The Website is being made available to you on an “as is” and “as available” basis without providing any warranties, guaranties or conditions as to the usage being free from any faults, defects, interruptions, errors, viruses or to the accuracy, reliability, availability of content. You agree and understand that we shall not be responsible for any interference or damage that may be caused to your computer resource which arises in connection with your access to our Website.
- 9.2. You also agree and understand that the information displayed on the Website is for information purposes only and does not to amount to any advice.
- 9.3. To the extent permitted by applicable law, we disclaim our liability against any loss, damage, expenses, liabilities, claim, injury caused due to the failure of performance, omission, defect, deletion, interruption, error, delay, virus, communication, unauthorised access, theft, destruction, alteration or use of records, whether due to breach of contract, negligence, tort or due to other cause of actions.
- 9.4. Further, we shall not be responsible for any loss of profits, goodwill, revenue, consequential, exemplary, punitive damages or any financial or indirect loss.
- 9.5. You further acknowledge and agree that we shall not be responsible for any defamatory, offensive or illegal conduct of third parties on our Website, including users and operators of third party websites. Further, we shall not be responsible or be held liable for any inaccuracy, delay, omission or defect, transmission or delivery of any third party data or any loss or damage arising from: (i) any inaccuracy, error, delay or omission of transmission of information; (ii) non-performance by any third party; or (iii) interruption caused due to any



third party due to their negligent act or omission any other cause not beyond the reasonable control of us.

- 9.6. Notwithstanding anything in the Terms of Use, the total liability for damages actually incurred by you shall be limited to Rs. 1, 00,000 (Rupees One Lakh Only). The aforesaid applies to all liabilities in the aggregate, including but not limited to, liabilities arising out of use of the Website, any other subject matter arising out of or in relation to the use of the Website.

10. **Indemnity**

- 10.1. You hereby agree to indemnify and hold us harmless from and against any loss, damage, expenses, liabilities or claims arising out of or in relation to your failure to comply with the Terms of Use or any misstatement or breach of any representations or warranties made by you under the Terms of Use or under any conditions on the Website accepted by you.

11. **Governing Law and Dispute Resolution**

11.1. Governing Law

The Terms of Use shall be governed by and construed in all respects in accordance with the laws of India and subject to the Clause 11.3 below, the courts of Mumbai shall have exclusive jurisdiction.

11.2. Informal Dispute Resolution

The Parties agree to attempt to resolve all disputes arising hereunder, promptly and in good faith and in this regard, each Party shall each designate in writing to the other Party, a representative who shall be authorized to negotiate and resolve on its behalf any dispute arising under these Terms of Use.

If the designated representatives of each of the Parties are unable to resolve a dispute under the Terms of Use within 30 (thirty) days after notice of such dispute shall have been given by either of the Parties to the other, then either Party may require that such dispute be determined and resolved by arbitration.

11.3. Arbitration

Subject to Clause 11.2, any dispute or claim under the Terms of Use shall be referred to and finally and exclusively resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at Mumbai and all proceedings in any such arbitration shall be conducted in English. There shall be 3 (three) arbitrators ("**Arbitrators**"), all of whom shall be fluent in English. Within thirty 30 (thirty) Days of the reference of the dispute to arbitration, the Party raising the dispute and making the reference to arbitration shall appoint one Arbitrator and the other Party shall appoint the other Arbitrator. The third Arbitrator shall be appointed by the 2 (two) appointed Arbitrators. The arbitral award shall be final and binding upon the parties. The Parties shall equally bear the costs and expenses for the conduct of the arbitration proceedings however; each Party shall bear their own legal expenses.

12. **Amendments to the Terms of Use**

- 12.1. We reserve the right to amend the Terms of Use from time to time. Any amendment that is made will come into effect from the moment it is displayed on the Website. The updated



version of the Terms of Use shall supersede any of the previous versions of the Terms of Use.

12.2. We shall make reasonable efforts to notify the members of such changes, however, it shall be your responsibility to be updated with the Terms of Use at all times.

12.3. The continued use of the Website shall amount to your acceptance to the Terms of Use of the Website.

13. **Miscellaneous**

13.1. No partnership or agency

The Terms of Use shall not be construed so as to create a partnership or joint venture between you and us. Nothing in the Terms of Use shall be construed so as to constitute you and us as agents of one another.

13.2. Specific Performance

Each one of us agrees that damages may not be an adequate remedy and that either of us shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other, from committing any violation or enforce the performance of the covenants, representations and obligations contained in the Terms of Use. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

13.3. Severability

Each and every obligation under the Terms of Use shall be treated as a separate obligation and shall be severally enforceable as such in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of the Terms of Use are unenforceable, both of us shall endeavor to amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from the Terms of Use and any such deletion shall not affect the enforceability of the remainder of the Terms of Use not so deleted provided the fundamental terms of the Terms of Use are not altered.

13.4. Non-Exclusive Remedies

The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any of us may otherwise have at law or in equity. The rights and remedies of any of us based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfill any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.

13.5. Partial Invalidity

If any provision of the Terms of Use or the application thereof to any person or



circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of the Terms of Use and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of the Terms of Use shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of the Terms of Use shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

13.6. Rights of Third Parties

Nothing expressed or implied in the Terms of Use is intended or shall be construed to confer upon or give any person, other than us hereto any rights or remedies under or by reason of the Terms and Conditions or any transaction contemplated by the Terms of Use.

13.7. Time of Essence

Time shall be of essence of all the matters arising out of or in connection with the Terms of Use.

13.8. Execution

The Terms of Use shall be deemed duly executed and shall become effective and binding upon you and us when you access the Website.