



Terms of Use

TERMS OF USE

These terms of use ("**Terms**") mandate the terms on which the users ("**You**" or "**Your**" or "**Yourself**" or "**User**") access and register on the website www.kinaracapital.com and/or the mobile application '*Kinara Capital Customer*' owned, operated and managed under the registered trademark, namely, 'Kinara Capital', by Kinara Capital Private Limited (formerly known as Visage Holdings and Finance Private Limited) ("**Company**" or "**Kinara Capital**"), collectively referred to as ("**the Platform**").

Kinara Capital Private Limited (formerly known as Visage Holdings and Finance Private Limited) is a non-banking financial company incorporated under the Companies Act, 1956 and registered with the Reserve Bank of India ("**RBI**") bearing Registration No. **B-02.00255** and CIN No. U74899KA1996PTC068587, having its registered office at #50, 2nd Floor, 100 Feet Road, HAL 2nd Stage, Indiranagar, Bangalore-560038, Karnataka, India.

Please read the Terms and privacy policy available at <https://kinaracapital.com/privacy-policy/> ("**Privacy Policy**") carefully before using or registering on the Platform or accessing any material, information through the Platform. These Terms and the Privacy Policy together constitute a legal agreement between You and the Company in connection with the Platform including Your enrolment thereof.

This Terms is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. This Terms is (i) published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and (ii) generated by a computer system and does not require any physical or digital signatures by the Company.

By clicking on the "*I accept*" button provided below, You accept this Terms and Privacy Policy and agree to be legally bound by the same. Further, by furnishing Your personal information to the Company or giving your consent to the Company to access Your personal information for the purpose of rendering Services (*as defined below*), You also agree that You are interested in availing the Services that You have selected on the Platform. The Company retains an unconditional right to modify or amend this Terms without any requirement to notify You of the same. You can determine when this Terms was last modified by referring to the "Last Updated" legend above. It shall be Your responsibility to check this Terms periodically for changes. Your acceptance of the amended Terms shall signify Your consent to such changes and agreement to be legally bound by the same.

1. Services

1.1 You acknowledge that the Platform allows You to avail the following services including :

- (i) Use of the Platform for the purposes of availing loans including but not limited to term loan, asset purchase loans, working capital loans, bill discounting or line of credit for business use pursuant to a written agreement between You and the Company;
- (ii) Limited, non-exclusive, non-transferable, royalty free license to use the Platform for the purposes of availing the loans from the Company and accessing the various services provided by the Company, through the Platform;
- (iii) Accessing various features and other products and services made available to You when You visit the Platform, using the Company's applications for mobile, or using the software provided by the Company in connection with any of the foregoing;
- (iv) Maintaining a record of Your personal information and information about financial transactions undertaken through the Platform, in a consolidated, secure, and confidential manner; and
- (v) Promptly and efficiently responding to Your queries or issues relating to Your Account.

- 1.2 As part of the Services provided to You, You agree to provide honest feedback/review about Our Services, if required by the Company.
- 1.3 In case of any dissatisfaction with the Services, You shall first file a formal complaint with the customer service of the Company, prior to pursuing any other recourse. The complaints can be lodged at help@kinaracapital.com, and upon lodging a complaint You agree to provide complete support to the customer service team with such reasonable information as may be sought by them from You. The Company shall aim to resolve the complaints as soon as possible. The decision of the Company on the complaints shall be final and You agree to be bound by the same.

2. Eligibility to Use

- 2.1 The Services are not available to minors i.e. persons under the age of 18 (eighteen) years, undischarged insolvents, or to any Users who are not competent to enter into a contract under the Indian Contract Act, 1872, or to any Users suspended or removed by the Company for any reason whatsoever. You hereby represent that You are of legal age to form a binding contract, are not a person barred from receiving Services from the Platform under the applicable laws and are competent to enter into a binding contract. In case of a company, partnership firm or sole proprietorship, the person applying for the Services on the Platform for and behalf of such organisation hereby consents that such person has the requisite power and authority to represent and legally bind the said organisation, is competent to enter into such transaction and provide the relevant information and documents regarding the organisation, partners, guarantors and/or co-applicants to the Company for availing the Services. You represent and warrant to the Company that You are authorized to provide information on behalf of Your co-applicants, partners, directors, nominees, and any person whatsoever as may be applicable, whose details are being provided by You to the Company for availing the Services.

3. User Account, Password, and Security

- 3.1 In order to access the Services on the Platform, You will have to register on the Platform by providing details as may be required by the Company and provided for in the Privacy Policy including Your phone number and create and verify an account ("**Account**").
- 3.2 You shall not have more than one active Account on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party or impersonating any other person for the purpose of creating an Account with the Platform.
- 3.3 You shall ensure and confirm that the Account information and all information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, or if any information is found to be incomplete or incorrect, You shall promptly update Your Account information on the Platform or request the Company for information revision or update. If You provide any information that is untrue, inaccurate, unauthorised, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate Your Account and refuse any and all current or future use of the Platform (or any portion thereof) at its discretion and/or the Services, in addition to any right that the Company may have against You at law or in equity, for any misrepresentation of information provided by You.

- 3.4 You will be responsible for maintaining the confidentiality of the Account information and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify the Company of any unauthorized use of Your Account information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by the Company or any other user of or visitor to the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account information secure and confidential.

4. User Acknowledgements and Affirmations

- 4.1 You hereby agree that the submission of loan application and/or details to the Company does not imply automatic approval of the loan by the Company. The Company may at its sole discretion either reject or refuse any application for availing the Services and/or loan from the Company without providing any reasons for such rejection/refusal, and the User reserves no right to appeal against such decision. Further, the Company shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any refusal or rejection of the loan application and/or denial to sanction the loan by the Company.
- 4.2 You agree and understand that the sanction of the loan(s) by the Company to any User is at the sole discretion of the Company and also subject to: (i) User's (including co-applicants, partners, nominees and directors), as may be applicable, successful completion of Know Your Customer (KYC) requirements, to the satisfaction of the Company; and (ii) User's including co-applicants, partners, guarantors/sureties and directors), as may be applicable, successful and complete execution of all relevant loan documents including other ancillary documents and other closing formalities to the satisfaction of the Company, in the form and manner as provided by the Company.
- 4.3 You agree to understand that identical products may attract different interest rates for different customers. Interest rates may vary depending upon a combination of factors including but not limited to credit and default risk, historical performance of similar clients, profile, repayment track record and credit rating of the applicant, nature and value of collateral security, tenor, etc.
- 4.4 You hereby consent to the Company or agents, employees, consultants, contractors, or representatives of the Company or its group companies or of their authorised partners to contact You including co-applicants, guarantors/sureties, references, partners, nominees, directors), as may be applicable, including without limitation through email, Short Messaging Service (SMS), WhatsApp data, telephone and any other mode of communication in relation to the Services, the sanctioned loan (including repayments thereof), the products of the Company and to fulfil Your demand or request or otherwise respond to You.

- 4.5 As a pre-condition to grant of the loans, advances, credit facilities by the Company to You, You agree and hereby consent for the disclosure by the Company of: (a) information and data relating to You, directors/partners/officers and Your affiliates; (b) information or data relating to any credit facility availed of/to be availed, by You; (c) default, if any, committed by You, in discharge of any of Your obligations, to any third parties, and (d) such other information as may be deemed necessary at the sole discretion of the Company. Further, You agree to provide any other information as may be required by the Company from time to time, in relation to the Services.
- 4.6 You hereby agree and consent to authorize the Company to collect, access, retrieve and verify any information relating to You (and/or Your affiliates, if applicable) including personal information, financial

5. Payment related Information

- 5.1 All transactions in respect of the Services shall be made through the Platform, shall be governed by the specific transaction documents including loan agreements executed between the Company and User/borrower and the payment mode(s) agreed therein. The payment mode may include electronic clearing service mandate (ECS Mandate), automated clearing house (ACH), post - dated cheques or any other payment method, as may be required by the Company and communicated to the User/ borrower.
- 5.2 To the extent permitted by applicable law and subject to the Privacy Policy, You acknowledge and agree that the Company may use certain third-party vendors and service providers, including payment gateways, to process payments and manage payment card information.
- 5.3 In order to avail the Services, You undertake to use valid bank details or other details as may be required for any other modes of payment ("**Payment Details**") with the authority to use the same, and to have sufficient funds to complete the Services. By providing the Payment Details, You represent, warrant, and covenant that: (a) You are legally authorized to provide such Payment Details; (b) You are legally authorized to perform payments using such Payment Details; and (c) such action does not violate the terms and conditions applicable to Your use of such Payment Details or applicable law. You agree that You are responsible for any fees charged by Your mobile carrier or by any third-party service provider in connection with Your use of the payment services through Your mobile. The Company shall use the Payment Details as described in the Privacy Policy. the business operations, offices, directors, officers, partners, employees, licenses and registrations obtained (Shops and Establishment Act of the concerned State in India, factories license, Goods and Services Tax registration and Permanent Account Number), tax returns, bank statements, credit rating, any details of any violation of any applicable laws and any other documents, as may be determined by the Company in its sole discretion, for the purpose of assessing and evaluating the loan application, Your request for Services, Your credit worthiness and to monitor Your financial health post loan disbursement.

- 5.4 Without limiting the generality of the above, You undertake and acknowledge that, for the purpose of assessing credit worthiness, the Company is authorized to retrieve from: (a) CRIF High Mark Credit Information Services ("**CRIF**") or Credit Information Bureau (India) Limited ("**CIBIL**") and/or any other agency authorized by RBI, the information of the applicant(s), directors, officers, partners, affiliates, and any other individuals who are involved in the said business, on behalf of which this loan application is made; (b) Central KYC Records Registry, 'Know Your Customer' data of the applicant(s), directors, officers, partners, affiliates, and any other individuals who are involved in the said business, on behalf of which the loan application is made, for the purpose of verification; (c) from the relevant tax authorities the Goods and Service tax returns/data, of the applicant(s), and its affiliates, on behalf of which this loan application is made. To the extent necessary, You appoint the Company as an agent and authorise the Company to receive the above-mentioned data from third parties on Your behalf.
- 5.5 Except to the extent otherwise required by applicable law, the Company is not liable for any payments authorized through the Platform using Your Payment Details. Particularly, the Company is not liable for any payments that do not complete because: (a) Your bank account or any other payment did not contain sufficient funds to complete the transaction; (b) You have not provided the Company with correct Payment Details; (c) Your payment card has expired; or (d) circumstances beyond the Company's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction
- 5.6 The Platform shall not be responsible for any unauthorised transactions conducted on our Platform using Your payment card or internet banking. The Platform shall not be obligated to refund any money to You in such instances.

6. Use of Platform

- 6.1 Subject to compliance with the Terms, the Company hereby grants You a non-exclusive, limited privilege to access and use this Platform. You agree to use the Platform only: (a) for purposes that are permitted by the Terms; (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines; and (c) for availing the Services through the Platform. You agree not to engage in activities that may adversely affect the use of the Platform by the Company /other Users.
- 6.2 You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by the Company. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.
- 6.3 You acknowledge and agree that by accessing or using the Platform, You may be exposed to content from others that You may consider offensive, indecent, or otherwise objectionable. The Company disclaims all liabilities arising in relation to any Third Party Content .

6.4 Further, You undertake not to:

- (i) defame, abuse, harass, threaten, or otherwise violate the legal rights of others;
- (ii) impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- (iii) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- (iv) copy, republish, post, display, translate, transmit, reproduce, or distribute any Content through any medium without obtaining the necessary authorization from the Company;
- (v) conduct or forward surveys, contests, pyramid schemes or chain letters;
- (vi) upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- (vii) upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
- (viii) engage in any activity that interferes with or disrupts access to the Platform (or the servers and networks which are connected to the Platform);
- (ix) attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of the Company's server, or through the Platform, by hacking, password mining or any other illegitimate means;
- (x) probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User, or visitor to, the Platform, to its source, or exploit the Platform or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Platform;

6.5

- i. affiliated or linked sites;
- ii. collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section;
- iii. use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
- iv. use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
- v. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- vi. violate the Terms contained herein or elsewhere; and
- vii. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- viii. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any

- 6.6 Except as expressly indicated herein, the Company hereby grants You a non-exclusive, freely revocable (upon notice from the Company), non-transferable access to view any content available on the Platform, subject to the following conditions:
- (i) You may access the content solely for personal or informational purposes, in accordance with the Terms;
 - (ii) You may not modify or alter the content available on the Platform;
 - (iii) You may not distribute or sell, rent, lease, license or otherwise make any content on the Platform available to others; and
 - (iv) You may not remove any text, copyright or other proprietary notices contained in the content downloaded from the Platform.
- 6.7 You shall solely be responsible for maintaining the necessary computer equipment and internet connection that may be required to access, use, and transact on the Platform.

7. Intellectual Property Rights

- 7.1 The Platform and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the "**Content**") on the Platform is owned and controlled by the Company and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.
- 7.2 The trademarks, logos and service marks displayed on the Platform ("**Marks**") are the property of the Company or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of the Company or the third party that may own the Marks.
- 7.3 Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from the Company.
- 7.4 The Platform makes available general third - party information and other data from external sources ("**Third - Party Content**"). The provision of Third - Party Content is for general informational purposes only. You acknowledge that the Third - Party Content provided to You is obtained from sources believed to be reliable, although the Company has not verified the same. The Company does not provide any guarantee with respect to the truthfulness, credibility, completeness, accuracy, and the genuineness of any Third - Party Content and the Company shall not be held liable for any loss suffered by You based on Your reliance on or use of such Third Party Content.

8. Disclaimer of Warranties & Liability

8.1 You expressly understand and agree that, to the maximum extent permitted by applicable law:

- (i) the Platform and other Content are provided by the Company on an “as is” basis without warranty of any kind, express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, the Company makes no warranty that (i) the Platform or Services will meet Your requirements or Your use of the Platform will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Platform will be effective, accurate or reliable; (iii) any errors or defects in the Platform will be corrected. No advice or information, whether oral or written, obtained by You from the Company shall create any warranty not expressly stated in the Terms.
- (ii) Company will have no liability related to any user Content arising under intellectual property rights, libel, privacy, publicity, obscenity, or other laws. Company also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any user Content.
- (iii) Company will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Platform either with or without your knowledge.
- (iv) Company has endeavored to ensure that all the information on the Platform is correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information regarding the Services or otherwise. The Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond the Company’s control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.
- (v) Company makes no promise or guarantee for any uninterrupted communication through the Platform and the User shall not hold the Company liable, if for any reason the communication is not delivered to the User(s), or are delivered late or not accessed, despite the efforts undertaken by the Company.
- (vi) All information displayed on the Platform in relation to the products and the Services is provided for general information purposes only. You should always check the suitability, adequacy and appropriateness of the product and/or Service with the Company that is of interest to You and it is Your sole decision whether to obtain or refrain from obtaining any product and/or Service from the Company.

- (vii) Company shall not be liable to You for its failure to perform or for delay in providing You access to Your Account or to the Platform, to the extent such failure or delay results from causes which are beyond its reasonable control, including, without limitation, acts of God, fires, explosions, wars or other hostilities, pandemic, earthquakes, floods, epidemics or quarantine restrictions, unforeseeable governmental restrictions or controls or a failure by a third party hosting provider or internet service provider or on account of any change or defect in the software and/or hardware of Your computer system.
- (viii) Company reserves the right to undertake all forms of verification as may be required to determine the credit worthiness and credit profile of the Users prior to approving or sanctioning any loan to such User. The sanction and disbursement of loan shall be governed by the terms and conditions of the loan agreement and other ancillary documents executed between the User and the Company and any other conditions as may be communicated to the User by the Company.
- (ix) In case of any default in the repayment of the loan by the borrower/User, the Company also further reserves the right to take such action against the User/ borrower and/or exercise such remedies as are available under applicable law including without limitation, any rights which may vest in the Company, under the Payment and Settlement Systems Act, 2007 and the Negotiable Instruments Act, 1881.

9. Indemnification and Limitation of Liability

- 9.1 You agree to indemnify, defend and hold harmless the Company and its affiliates including but not limited to its (and its affiliates') officers, directors, consultants, agents, representatives and employees ("**Indemnitees**") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms and/or the Privacy Policy. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Platform, any misrepresentation with respect to the data or information provided by You, Your violation of the Terms and/ or the Privacy Policy, Your violation of applicable laws, or Your violation of any rights of another, including any intellectual property rights.
- 9.2 In no event shall the Company and its officers, partners, consultants, agents and employees, be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with Your use of or access to the Platform or Content on the Platform.
- 9.3 The limitations and exclusions in this Section apply to the maximum extent permitted by applicable laws.

10. Violation of the Terms

10.1 You agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and You consent to the Company obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company may have at law or in equity. If the Company takes any legal action against You as a result of Your violation of these Terms, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

11. Suspension and Termination

11.1 The Terms will continue to apply until terminated by either You or the Company as set forth below. If You object to the Terms or are dissatisfied with the Platform, your only recourse is to (i) close Your Account on the Platform; and/or (ii) stop accessing the Platform.

11.2 The Company may delist You or block Your future access to the Platform or suspend or terminate your Account if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms or the Privacy Policy or in anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms will survive indefinitely unless and until the Company chooses to terminate them.

11.3 If You or the Company terminate Your use of the Platform, the Company may delete any Content or other materials relating to You and the Company shall have no liability to You or any third party for doing so. However, your transactions details may be preserved by the Company for purposes of tax or regulatory compliance.

11.4 You shall be liable to pay any fees or charges, if applicable in respect of the Services until the date of termination by either party whatsoever.

12. Governing Law and Jurisdiction

12.1 These Terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts at Bangalore, India.

13. Report Abuse and Grievance Redressal Mechanism

13.1 **Report Abuse:** In the event You come across any abuse or violation of these Terms or if You become aware of any objectionable content on the Platform, please report the same to the following e-mail id: help@kinaracapital.com.

- 13.2 **Grievance Handling:** If You have any grievances, or complaints or concerns with respect to the Platform, the Content or the Services, You can contact the designated Grievance Officer of the Company: Riji K. at the email id: riji.k@kinaracapital.com.

14. Communications

- 14.1 You hereby expressly agree to receive communications by way of SMS, telephone calls, WhatsApp /or e- mails from the Company and other third parties. You hereby expressly consent to the monitoring and recording, by the Company of any and all communications between You and the Company or its agents, employees, consultants, contractors, or representatives of the Company or its group companies or of their authorised partners, and such monitoring or recording waives any further notice or consent requirement under the applicable laws.
- 14.2 You can unsubscribe or opt-out from receiving communications through SMS and e-mail anytime by visiting help@kinaracapital.com. In which case, the Company will only send You communications solely required for the purposes of the Services provided through the Platform.

15. General Provisions

- 15.1 **Notice:** All notices from the Company will be served by email to Your registered email address or by general notification on the Platform. Any notice provided to the Company pursuant to the Terms should be sent to help@kinaracapital.com with subject line - Attention: TERMS OF USE.
- 15.2 **Assignment:** You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third party without the requirement of seeking Your consent.
- 15.3 **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- 15.4 **Waiver:** Any failure by Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by Company of that provision or right.
- 15.5 **Force Majeure:** The Company and/or the Platform shall not be liable to You for its failure to perform or for delay in providing You access to Your Account or to the Platform or any Services thereof, to the extent such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, explosions, wars or other hostilities, insurrections, revolutions, strikes, labour unrest, earthquakes, floods, pandemic, epidemics or regulatory or quarantine restrictions, unforeseeable governmental restrictions or controls or a failure by a third party hosting provider or internet service provider or on account of any change or defect in the software and/or hardware of Your computer system.

16. IP Infringement

16.1 If You believe the Platform violates Your intellectual property, You must promptly notify Company in writing at help@kinaracapital.com. These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:

- (i) the intellectual property that You believe is being infringed;
- (ii) the item that You think is infringing and include sufficient information about where the material is located on the Platform;
- (iii) a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;
- (iv) Your contact details, such as Your address, telephone number, and/or email;
- (v) a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
- (vi) Your physical or electronic signature.

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