### LEGAL

By accessing or using this website (the "Site") of ThinkTank IFSC Pvt. Ltd. and its affiliates (collectively, "ThinkTank IFSC Pvt. Ltd."), you hereby accept and agree to comply with these Terms and Conditions of Use. You acknowledge your understanding that these Terms and Conditions of Use constitute a binding agreement between you and ThinkTank IFSC Pvt. Ltd. (sometimes referred to as "we" or "us") that governs your access and use of the Site, which includes any images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, data, tools, products, written materials, services and other content (together, "Content"), including but not limited to the design, structure, selection, coordination, expression and arrangement of the Content available on or through the Site.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE. EACH TIME YOU USE THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THESE TERMS AND CONDITIONS IN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, DO NOT USE THE SITE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE AND ALL OTHER RULES, PROCEDURES, POLICIES, TERMS AND CONDITIONS THAT GOVERN ALL OR ANY PORTION OF THE SITE IS A CONDITION TO YOUR RIGHT TO ACCESS THE SITE. YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OF USE OR OTHER RULES, PROCEDURES, POLICIES, TERMS AND CONDITIONS THAT GOVERN ALL OR ANY PORTION OF THE SITE WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE SITE AND YOU WILL BE FULLY LIABLE FOR CONVERSION, MISAPPROPRIATION, TRESPASS TO CHATTELS AND ALL OTHER CLAIMS AND CAUSES, REGARDLESS OF THE IDENTITY OF CLAIMANT OR INJURED PARTY, ARISING FROM OR RELATING TO YOUR CONTINUED USE OF THE SITE AFTER SUCH BREACH.

### LIMITED RIGHT TO USE:

ThinkTank IFSC Pvt. Ltd. grants you a limited right to use the Site. Your right to use the Site is subject to your agreement to abide by these Terms and Conditions of Use in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site. At any time and for any reason ThinkTank IFSC Pvt. Ltd. may revoke your right to use all or any portion of the Site.

### **UPDATES TO THE SITE:**

ThinkTank IFSC Pvt. Ltd. reserves the right to make changes to the Site and these Terms and Conditions of Use at any time without prior notice to you. For this reason, each time you use the Site, you should visit and review the then-current Terms and Conditions of Use that apply to your use of the Site.

### SITE SECURITY:

You may not violate or attempt to violate the security of the Site. Tampering with any portion of the Site, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Site, whether or not through the use of agents, are prohibited and constitute a breach of these Terms and Conditions of Use.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) disabling, removing, defeating, or avoiding any security device or system, including, without limitation, any password and login functionality used to authenticate users; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (e) sending unsolicited email, including promotions and/or advertising of products or services; (f) forging any TCP/IP packet header or any part of the header information in any email or posting; (g) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available on the Site and other than generally available third party web browsers; (h) reverse engineering, decompiling or disassembling the underlying software; (i) removing any notices, warnings, labels, annotations or instructions from any portion of the Site or any related material, including, without limitation, any patent, trademark, copyright, or other proprietary notices or license provisions; or (j) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Site.

Any violations of system or network security, including attempts to intentionally access a computer without authorization or exceed your authorized access level, may result in civil and criminal charges. ThinkTank IFSC Pvt. Ltd. may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Site if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

### OWNERSHIP OF MATERIALS ON SITE:

You may download or copy Content only to the extent such download is expressly permitted in writing on the Site. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Site or any related software.

The Imperial Crest® and TIC® are trademarks of ThinkTank IFSC Pvt. Ltd.. Nothing on the Site shall be interpreted as granting any license or right to use any image, trademark, trade dress, logo or service mark on the Site. Anything transmitted to the Site by you becomes ThinkTank IFSC Pvt. Ltd.'s property and may be used by us for any lawful purpose. ThinkTank IFSC Pvt. Ltd. reserves all rights with respect to copyright and trademark ownership of all material on the Site, and will enforce such rights to the full extent of the law.

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by ThinkTank IFSC Pvt. Ltd. or by third parties who have licensed their materials to ThinkTank IFSC Pvt. Ltd. and are protected by U.S. and international copyright laws. The compilation of all Contents on the Site is the exclusive property of ThinkTank IFSC Pvt. Ltd. and is also protected by international copyright laws.

## **COOKIES:**

We may collect certain aggregate and non-personal information when you visit the Site. We may collect this information through "cookie" technology. Cookies are bits of text that can be placed on your computer's hard drive when you visit certain web sites. Cookies may enhance your online experience by saving your preferences while you are visiting a particular site. The "help" portion of the toolbar on most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Remember, though, without cookies, you may not be able to take full advantage of all of the Site features.

### NO OFFERS OR RELIANCE:

The information on this website is provided for informational purposes only. No Content or other material on the Site shall be used or considered as an offer to sell or a solicitation of any offer to buy the securities or services of ThinkTank IFSC Pvt. Ltd. or any other issuer. Offers can only be made where lawful under, and in compliance with, applicable law.

ThinkTank IFSC Pvt. Ltd. makes no representations that transactions, products or services discussed on the Site are available or appropriate for sale or use in all jurisdictions or by all investors. Those who access the Site do so at their own initiative and are responsible for compliance with local laws or regulations.

While ThinkTank IFSC Pvt. Ltd. uses reasonable efforts to obtain information from reliable sources, ThinkTank IFSC Pvt. Ltd. makes no representations or warranties as to the accuracy, reliability or completeness of any information or document at the Site obtained outside of ThinkTank IFSC Pvt. Ltd.. Certain information on the Site may contain forwardlooking statements, which reflect our views with respect to, among other things, our operations and financial performance. Such forward-looking statements are subject to various risks and uncertainties and speak only as of the date on which they are made. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from this indicated in these statements. You can identify these forward-looking statements by the use of words such as "outlook," "indicator," "believe," "expect," "potential," "continue," "may," "should," "seek," "approximately," "predict," "anticipate," "optimistic," "intend," "plan," "estimate," "aim," "will" or the negative version of these words or similar expressions. ThinkTank IFSC Pvt. Ltd. undertakes no obligation to update publicly or revise any information on the Site, whether as a result of new information, future developments or otherwise. Opinions and any other Contents at the Site are subject to change without notice.

ThinkTank IFSC Pvt. Ltd. is not utilizing the Site to provide investment or other advice, and no information or material at the Site is to be deemed a recommendation to buy or sell any securities or is to be relied upon for the purpose of making or communicating investment or other decisions. In addition, no information, Content or other materials contained on the Site

should be construed or relied upon as investment, legal, accounting, tax or other professional advice or in connection with any offer or sale of securities. Any transactions listed on the Site are included as representative transactions and are not necessarily reflective of overall performance.

ThinkTank IFSC Pvt. Ltd. does not advise on the tax consequences of any investment.

#### PAST PERFORMANCE:

Past performance is not indicative of future results; no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

# NO WARRANTY; LIMITATION ON LIABILITY:

BY USING THE SITE, YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. THE SITE AND RELATED SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. NEITHER ThinkTank IFSC Pvt. Ltd. NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, DESIGNERS, CONTRACTORS, DISTRIBUTORS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE (COLLECTIVELY, "ASSOCIATES") WARRANT THAT USE OF THE SITE OR RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER ThinkTank IFSC Pvt. Ltd. NOR ITS ASSOCIATES WARRANT THE ACCURACY, INTEGRITY, COMPLETENESS, AVAILABILITY OR TIMELINESS OF THE CONTENT PROVIDED IN THE SITE OR THE MATERIALS OR SERVICES OFFERED IN THE SITE NOW OR IN THE FUTURE. ThinkTank IFSC Pvt. Ltd. AND ITS ASSOCIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE SITE. INFORMATION ON THE SITE OR THE RESULTS OBTAINED FROM USE OF THE SITE OR RELATED **SERVICES.** 

UNDER NO CIRCUMSTANCES WILL ThinkTank IFSC Pvt. Ltd. OR ITS ASSOCIATES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, INTERNET FAILURE OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE SITE, CONTENT, INCONVENIENCE OR DELAY. THIS IS TRUE EVEN IF THINK TANK IFSC PVT. LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Any Content downloaded or otherwise obtained through the Site is done at your own discretion and risk and you are solely responsible for any damage to your computer or other electronic system or loss of data that results from the download of any such Content. The foregoing limitation of liability will apply in any action, whether in contract, tort or any other claim, even if an authorized representative of ThinkTank IFSC Pvt. Ltd. has been advised of or should have knowledge of the possibility of such damages.

### THIRD PARTY CONTENT AND LINKED SITES:

References on this Site to any names, marks, products or services of third parties who may or may not be affiliated with ThinkTank IFSC Pvt. Ltd., or hypertext links to third party sites or information or Content provided by third parties, are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, its information, materials or services. We are not responsible for the practices or policies of such third parties, nor the Content of any third party sites, and do not make any representations regarding third party materials or services, or the Content or accuracy of any material on such third party sites. Nor have we independently verified the content of any such third party sites. If you decide to link to any such third party sites, you do so entirely at your own risk. You are advised to review the terms of use and privacy policies of any website that you visit.

### BLOGS AND SOCIAL NETWORKS:

Certain areas within the Site may allow you to participate in blog discussions and other forms of social networking. These blogs and social networks are accessible to other users, and any information posted in such areas can be read, collected, shared, or otherwise used by other users who access the Site. You are solely responsible for any information you choose to submit in these forums.

# DISCLOSURE REGARDING THINKTANK IFSC PVT. LTD. SOCIAL MEDIA CHANNELS:

The content on ThinkTank IFSC Pvt. Ltd.'s social media channels, including Twitter, Instagram, LinkedIn, YouTube and Facebook provided as information only. It does not constitute an offer to sell any securities or the solicitation of an offer to purchase any securities. ThinkTank IFSC Pvt. Ltd. does not warrant the accuracy, completeness or usefulness of the information available on its social media channels. ThinkTank IFSC Pvt. Ltd. does not control and is not responsible for any third party content on such channels or on other third party sites that may be linked to by such channels. Such third party content or sites should not be presumed to reflect the view of ThinkTank IFSC Pvt. Ltd. or our staff. ThinkTank IFSC Pvt. Ltd. is not responsible for the ramifications of your use of such channels or such third party content or sites, or for any third party's policies or practices regarding security, privacy, use or other matters.

### WARNING REGARDING WEB FRAUD AND PHISHING:

Our name, brands and reputation may be misused by imposters and frauds publishing fake web sites and engaging in "phishing" scams seeking personal or confidential information.

When communicating with ThinkTank IFSC Pvt. Ltd. through digital media, please:

- Confirm you are visiting a ThinkTank IFSC Pvt. Ltd. authorized web site.
- Do not share your password and login ID with anyone, including anyone from ThinkTank IFSC Pvt. Ltd.. Certain ThinkTank IFSC Pvt. Ltd. web sites are private, available only to clients through secure log-in procedures. Apart from allowing you to use your password and log-in to enter an authorized web site, ThinkTank IFSC Pvt.

Ltd. will never ask you for your password or log in information. (If you forget your password or login, we will issue you new ones.)

 Do not communicate or deal with personnel who are not affiliated with an authorized office. All authorized office locations are listed on our contact page. No other office locations are authorized offices of ThinkTank IFSC Pvt. Ltd..

If you have any questions about the above, please contact ThinkTank IFSC Pvt. Ltd. using our Contact Us page.

### **TERMINATION OF USE:**

These Terms and Conditions of Use are effective unless and until terminated by either you or ThinkTank IFSC Pvt. Ltd.. You may terminate these Terms and Conditions of Use at any time, provided that you discontinue any further use of the Site. We also may terminate these Terms and Conditions of Use, in our sole discretion, at any time and may do so immediately without notice, and accordingly deny you access to the Site. Upon any termination of these Terms and Conditions of Use by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from the Site, as well as all copies of such materials, whether made under these Terms and Conditions of Use or otherwise.

### **INDEMNIFICATION:**

As a condition of your use of the Site, you agree to indemnify and hold ThinkTank IFSC Pvt. Ltd. and its Associates harmless from and against any and all claims, losses, liability, costs and expenses (including, but not limited, to attorney's fees), as incurred, arising from your use of the Site or related services or from your violation of these Terms and Conditions of Use.

### REPRESENTATIONS AND WARRANTIES:

You represent and warrant that: (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms and Conditions of Use; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms and Conditions of Use; and (iii) you will not delete any Content.

# EFFECT ON OTHER AGREEMENTS:

Nothing contained in these Terms and Conditions of Use is intended to modify or amend any other written agreement you may have with ThinkTank IFSC Pvt. Ltd. (including without limitation any customer agreement, participation agreement or account agreement) (collectively, "Other Agreements"), if any, that may currently be in effect. In the event of any inconsistency between these Terms and Conditions of Use and any Other Agreement, the Other Agreement will govern. Some pages within the Site contain supplemental terms and conditions and additional disclosure and disclaimers, which are in addition to these Terms and Conditions of Use. In the event of a conflict, such supplemental terms and conditions and additional disclosures and disclaimers will govern for those sections or pages.

### **GOVERNING LAW**:

Headings used in these Terms and Conditions of Use are for reference purposes only and in no way define or limit the scope of the section. These Terms and Conditions of Use are governed by the laws of New York (except for conflict of law provisions). Any claim related to any dispute arising as a result of the Site or under these Terms and Conditions of Use will be made before a court of competent jurisdiction located in New York. If any provision of these Terms and Conditions of Use is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. The failure of ThinkTank IFSC Pvt. Ltd. to act with respect to a breach of these Terms and Conditions of Use by you or others does not constitute a waiver and will not limit ThinkTank IFSC Pvt. Ltd.'s rights with respect to such breach or any subsequent breaches.

# **ARBITRATION:**

By using the Site, you agree that ThinkTank IFSC Pvt. Ltd., at its sole discretion, may require you to submit any disputes arising from the use of the Site, related services or these Terms and Conditions of Use concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section.

# BUSINESS CONTINUITY SUMMARY DISCLOSURE STATEMENT:

ThinkTank IFSC Pvt. Ltd. maintains a Business Continuity Program as a framework to prepare the firm in the event of extended service outages caused by factors beyond its control (e.g., hurricanes, natural disasters, man-made events) and to restore services to the widest extent possible in a minimum time frame. The Program outlines the steps the firm will take in the event of a crisis to:

- Protect and preserve human life, health and well-being
- Protect and preserve limited partner assets
- Prevent or minimize loss, damage or disruption to facilities, resources and operations
- Provide essential services and operations

•	Present and analyze information to support decision-making and action plans

• Communicate internally with employees and externally with company vendors, regulators and stakeholders

If you cannot contact ThinkTank IFSC Pvt. Ltd. through normal channels, please check ThinkTank IFSC Pvt. Ltd.'s web site ------ for alternative means of communication.

# **Contact Information:**

ThinkTank IFSC Pvt. Ltd.

Address:

Phone:

Web Site: