

# StockArchitect - Terms of Use

## INTRODUCTION

WELCOME TO StockArchitect APPLICATION ("APPLICATION"). BY REGISTERING OR INSTALLING THE APPLICATION OR BY USING THE SERVICE IN ANY MANNER, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS OF USE ("TERMS") CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND StockArchitect ("SA") AND GOVERN YOUR USE OF THE APPLICATION AND THE INFORMATION, OFFERS, SERVICES, FEATURES, CONTENT, OFFERED THROUGH THE APPLICATION ("SERVICES"). THESE TERMS MAY BE UPDATED BY SA FROM TIME TO TIME. PLEASE NOTE THAT IF YOU ARE AN INDIVIDUAL YOU MUST BE OVER THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THIS AGREEMENT OTHERWISE, YOU ARE EXPRESSLY PROHIBITED FROM ENTERING INTO THIS AGREEMENT, AND SHOULD HAVE YOUR PARENT OR GUARDIAN ENTER INTO THIS AGREEMENT. YOU AGREE TO ACCESS THE APPLICATION SUBJECT TO ACCEPTANCE OF THE TERMS AS SET OUT HEREIN. IN ADDITION, WHEN USING ANY PARTICULAR SERVICES, YOU MAY BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO SUCH SERVICES. ALL SUCH GUIDELINES OR RULES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS.

DEFINITION OF "USER" OR "YOU": MEANS ANY PERSON WHO ACCESS OR AVAIL THIS APP AND / OR THE SITE [StockArchitect.com](http://StockArchitect.com) OF THE COMPANY FOR THE PURPOSE OF ACCESSING, HOSTING, PUBLISHING, SHARING, TRANSACTING, DISPLAYING OR UPLOADING INFORMATION OR VIEWS AND INCLUDES OTHER PERSONS JOINTLY PARTICIPATING IN USING APPLICATION OF THE COMPANY.

YOU HEREBY REPRESENT, WARRANT AND COVENANT THAT YOU PROVIDE US WITH ACCURATE, TRUTHFUL, AND COMPLETE REGISTRATION INFORMATION INCLUDING, BUT NOT LIMITED TO YOUR NAME ("USER NAME"), E-MAIL MOBILE, OR OTHER INFORMATION AND TO KEEP YOUR REGISTRATION INFORMATION ACCURATE AND UP-TO-DATE. FAILURE TO DO SO SHALL CONSTITUTE A BREACH OF THESE TERMS, WHICH MAY RESULT IN IMMEDIATE TERMINATION OF YOUR ACCOUNT.

BY ACCESSING APPLICATION OR SERVICE AND/OR BY CLICKING "I AGREE", YOU AGREE TO BE BOUND BY THESE TERMS. YOU HEREBY REPRESENT AND WARRANT TO THE COMPANY THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR ABOVE AND ARE CAPABLE OF ENTERING, PERFORMING AND ADHERING TO THESE TERMS AND THAT YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY BREACH OF YOUR OBLIGATIONS UNDER THE TERMS AND FOR THE CONSEQUENCES (INCLUDING ANY LOSS OR DAMAGE WHICH WE MAY SUFFER) OF ANY SUCH BREACH.

IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THIS APPLICATION OR SERVICES.

## DISCLAIMER OF WARRANTIES AND LIABILITY

- A. You understand and agree that SA provides the Services on an "as is", "with all faults" and "as available" basis. All warranties including, without limitation,

the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.

- B. The application, data and services are provided for educational purposes only. SA, and its affiliates and associates shall not be liable, at any time for any direct, indirect, punitive, incidental, special or consequential damages (including, without limitation, damages for loss of business, damage to hardware or loss of profits, loss of data or profits, whether arising in contract, tort or otherwise arising out of or in any way connected with the use of the Application, with the delay or inability to use the Applications or Services, or due to use of the contents available in the Application or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, or due to use of information contained in the Application).
- C. In the event any exclusion contained herein be held to be invalid for any reason and SA or any of its affiliate entities, officers, directors or employees becomes liable for loss or damage, then any such liability of SA or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding the charges paid by you, if any, for the application usage for three months prior to such claim.
- D. No representations, warranties or guarantees whatsoever are made by SA as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the Services will be uninterrupted, timely, secure, or error-free; (c) the quality of any services, content, information, or other material in the Application will meet your expectations or requirements; or (d) any errors in the Application will be corrected.
- E. This Application may have certain links which may lead to resources located on servers maintained by third parties. These third-party websites, applications may contain SA's logo, but they are independent from SA, and SA does not have any control over these websites or applications. SA, therefore, accepts no responsibility or liability due to your use of such third-party websites or applications.

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### **YOUR OBLIGATIONS**

As a condition of your use of the Application, you shall not use the Application or Services for any purpose that is unlawful or prohibited by these Terms or you shall not use the Application in any manner that could damage, disable, overburden, or impair any SA server, or the network(s) connected to any SA server, or interfere with any other party's use and enjoyment of any services. You further concur that you shall not, through the Application or Services indulge in the following activities:

- A. delete from the Application any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;
- B. use the Application / Services in any manner that could damage, disable, overburden, or impair - or undertake any action which is harmful or potentially harmful to any SA server, or the network(s), computer systems/resources connected to any SA server, or interfere with any other party's use and enjoyment of the Application / Services;
- C. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Application / Services;
- D. perform any activity which is likely to cause such harm;
- E. carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on the Application or internet service or; disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any SA website or the website of any SA customer;
- F. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Application.
- G. impersonate any person or entity, including, but not limited to SA's official, expert, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- H. take any action which encourages or consists of any threat of harm of any kind to any person or property or make any inappropriate, illegal or otherwise prohibited communication to any Newsgroup, Mailing List, Chat Facility, or other Internet Forum
- I. collect or attempt to collect personally identifiable information of any person or entity without their express written consent;
- J. engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet;
- K. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," duplicative messages or any other form of solicitation

#### **PROHIBITED ACTIVITIES**

You shall not host, display, upload, modify, publish, transmit, update or share any information on Site, that -

1. belongs to another person and to which you do not have any right to;
2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - a. harm minors in any way;
  - b. infringes any patent, trademark, copyright or other proprietary rights;
  - c. violates any law for the time being in force;
  - d. deceives or misleads the addressee about the origin of such messages or communicates any information which - is grossly offensive or menacing in nature;
  - e. impersonate another person
  - f. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - g. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign 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.

3. Any Content uploaded by you shall be subject to relevant laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of Site, we may terminate your account/block your access to Site and we reserve the right to remove any non-compliant Content uploaded by you.
4. Any Content and or comment uploaded by you, shall be subject to relevant Indian laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of Site, the Company shall have the right to immediately terminate/block your access and usage of Site and the Company shall have the right to immediately remove any non-compliant Content and or comment, uploaded by you and shall further have the right to take recourse to such remedies as would be available to the Company under the applicable laws.

#### **TERMINATION OF ACCOUNT**

SA reserves its right to refuse service, restrict, suspend your access to the Application; delete, move, or remove any content that is available in or through the Application; establish general practices and limits concerning use of the Application at any time with or without any prior notice.

#### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless SA, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses arising out of the breach of any of the terms by you or due to your use/misuse of the Application.

#### **PRIVACY**

Any personal information identifying you ("Personal Information") if required is asked for explicitly in the relevant page in the Application. Personal Information is used to operate the Application, and may occasionally be used to inform you of new features, services, and products from those offered by SA. SA reserves the right to disclose any information in response to that it is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to SA or as SA in its sole discretion believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

#### **GRIEVANCE REDRESSAL**

Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to [compliance@stockarchitect.com](mailto:compliance@stockarchitect.com)

The company shall not be responsible for any communication, if addressed, to any non-designated person in this regard.

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**Applicable Law:**

This agreement shall be governed by the laws of India. The courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under this agreement.

**Limited Time To Bring Your Claim:**

You and SA agree that any cause of action arising out of or related to the Application must commence within three months after the cause of action accrues. Otherwise, such cause of action will be permanently barred.