

TERMS OF USE FOR PLATFORM

ACCESSING, BROWSING OR OTHERWISE USING THE PLATFORM INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THESE TERMS CAREFULLY BEFORE PROCEEDING.

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

This document is published in accordance with the provisions of Rule 3 (1) of Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms of Usage for access or usage of www.unlistedassets.com (the "Website"), including the related mobile site and mobile application (collectively hereinafter referred to as the "Platform"). Your use of the Platform and services are governed by the following terms and conditions ("Terms of Service" or "Terms of Usage") as applicable to the Platform including the applicable policies, Disclosures and Disclaimers which are incorporated herein by way of reference and mentioned on the Website in detail.

The Platform is owned by Unlisted Assets Private Limited, a company incorporated under the Companies Act 2013, having CIN: U74110DL2018PTC341989 and its registered office at 3rd floor, 10, Poorvi Marg, DLF Phase 2, Sector 25, Gurugram, Haryana 122008 (hereinafter referred to as "UAPL").

The term "We", "Us", "Our" shall also mean UAPL.

If You transact on the Platform, You shall be subject to the policies that are applicable to the Platform for such transaction. By mere use of the Platform, You shall be contracting with UAPL and these terms and conditions including the policies constitute Your binding obligations with UAPL. For the purpose of these Terms of Usage, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer or seller of the unlisted shares on the Platform by providing the relevant information while registering on the Platform as Registered User using the computer systems or other electronic gadgets. UAPL also allows the User to access the Platform without registering on the Platform.

We are a technology platform and not a trading or an exchange platform. We provide technology to enable the Buyers and Sellers in the market to buy and sell assets (including but not limited to unlisted securities, unlisted shares) with safety and security of funds. The Platform operated by UAPL is not a repository or custodian with respect to any of the assets being dealt with on the Platform. For such transactions and more particularly for the unlisted securities, UAPL has partnered with SEBI registered Trustee and Nationalised Bank as Partner, for any transactions executed by users on the Platform, to provide the security of the funds deposited in their designated accounts in respect of the transactions undertaken on the Platform.

We reserve the right, at Our sole discretion, to change, modify, add, remove or amend any portions of these Terms of Usage, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Usage periodically for updates / changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the updations/revisions/deletion. As long as You comply with these Terms of Usage, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

Transaction on the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872 or any other law as applicable. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including but not limited to persons who are below 18 years of age or un-discharged insolvents etc. are not eligible to use the Platform.

You confirm that you have decided to use the Platform after fully understanding the Platform features and the risks associated with buying or selling the unlisted shares. Also, with respect to the unlisted securities in the secondary market, you understand the associated risks with such investment(s), applicable charges, and keeping in mind your financial position and risk appetite.

If You use the Platform, You shall be responsible for maintaining the confidentiality of your information including your name password and You shall be responsible for all activities that occur under your name and password. Your mobile phone number and/or e-mail address is treated as Your primary identifier on the Platform. It is your responsibility to ensure that Your mobile phone number and your email address is up to date on the Platform at all times.

You agree that if You provide any information that is untrue, inaccurate, not updated or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not updated or incomplete, or not in accordance with this Terms of Usage, We shall have the right to indefinitely suspend or terminate or block access of your account on the Platform and refuse to provide You with access to the Platform. You agree that UAPL shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your Account in cases, including, where You have failed to update Your updated mobile phone number and/or e-mail address on the Website Platform. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences therefrom.

When You use the Platform or send emails or other data, information or communication to Us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise.

The Platform is a tech platform that Users access to meet and interact independently with one another for their transactions. UAPL is not and cannot be a party to or control in any manner any transaction between the Platform's Users. The Platform is only a platform that can be utilized by Users to reach a larger base to buy and sell certain unlisted assets. UAPL is only providing a platform for communication, and it is agreed that the contract for sale of any of the assets shall be a strictly bipartite contract between the Seller and the Buyer.

Henceforth:

1. You, as user in either capacity of buyer or of seller, acknowledge, confirm, and undertake that the Platform is an technology backed platform that enables You to transact on the Website at the price reached independently between the parties from any location within India.
2. You, as user in either capacity of buyer or of seller, further acknowledge, confirm, and undertake that the Platform operated by UAPL cannot be a party to or control in any manner any transactions on the Platform. Accordingly, the contract of sale of assets on the Platform shall be a strictly bipartite contract between the buyer and the seller.

3. UAPL does not implicitly or explicitly support or endorse the sale or purchase of any assets on the Platform. Further, UAPL accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
4. UAPL provides only its platform and related technology based services and does not give to its users any guidance, advisory or recommendation with respect any of the asset class i.e., including any guidance, advisory or recommendation to buy a particular stock/security from www.unlistedassets.com and it does not act as an advisor for its users. The users, whether they be, buyers or sellers, before using the services of Our technology platform, should hold consultations with their advisors (financial/legal), if required, before doing any transactions on the platform. The User must undertake their own research of the prevailing market/industry situation and other relevant considerations before buying or selling any of the assets including unlisted securities.
5. All commercial/contractual terms are offered by and agreed to between the Users alone. UAPL does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.
6. Placement of offer on the Platform by a Buyer with Seller is an offer to buy the assets and it shall not be construed as Seller's acceptance of Buyer's offer to buy such assets. The Seller retains the right to cancel any such offer placed by the Buyer, at its sole discretion and the Buyer shall be intimated of the same by way of an email/SMS or any other notification on the Platform. Any transaction price paid by the Buyer in respect of such assets in case of such cancellation by Seller, shall be refunded to the Buyer other than the fee owed to the Platform.
7. UAPL does not make any representation or warranty as to the terms specifics to the transaction on the Platform (such as legal title, creditworthiness, identity, etc) to any of its Users. You are advised to use Your best judgment while making or undertaking any transaction on the Platform. Please note that there could be risks in dealing with underage persons or people acting under false pretence.
8. UAPL is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. UAPL cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction to be concluded on the Platform. Further, UAPL shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.
9. UAPL does not at any point of time during any transaction between Buyer and Seller on the Platform come into or take possession of any of the unlisted assets offered by Seller nor does it at any point gain title to or have any rights or claims over the unlisted assets offered by Seller to Buyer.
10. You confirm and undertake that you have not been influenced or are being influenced, neither have you been given any assurance/guarantee of any fixed returns to You out of the transactions You undertake by any of the employees, directors, associates, partners, agents, representatives, or relationship managers of UAPL.
11. UAPL is not responsible for any loss arising out of buying or selling of the unlisted assets including securities, in any manner whatsoever, whether on account of any change in market/industry condition(s) or economic environment or for other reasons unless directly attributable to the gross negligence of UAPL. You release and indemnify UAPL and/or any of its officers and representatives from any cost, damage, liability or other consequence in this respect or for any of the actions of the Users of the Platform and specifically waive any claims that You may have in this behalf under any applicable law.

12. Notwithstanding its reasonable efforts in that behalf, UAPL cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution when using the Platform.
13. You fully understand and acknowledge that neither UAPL nor its associate, affiliate, distributor, partner companies, employees act as referral agents or distributors and further they are not responsible in any case for any loss arising out of any transactions carried out on the Platform.
14. Registration on the Platform is free for buyers and sellers. UAPL does not charge any fee for browsing.
15. You shall not host, display, upload, modify, publish, transmit, update, or share any information which:
 1. belongs to another person and to which You does not have any right to;
 2. is illegal, 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; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 3. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, harassment, hatred or physical harm of any kind against any group;
 4. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 5. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 6. contains video, photographs, or images of another person (with a minor or an adult).
 7. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 8. interferes with another User's use and enjoyment of the Platform or any other individual user's enjoyment of similar services;
 9. refers to any Platform or URL that, in Our sole discretion, contains material that is inappropriate for the Platform or any other Platform, contains content that would be prohibited or violates the letter or spirit of these Terms of Usage.
 10. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
 11. violates any law for the time being in force;
 12. impersonate another person;
 13. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

14. 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
15. shall not be false, inaccurate or misleading;
16. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
17. shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;
16. You shall not use any "deep-link", "page-scrape", "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 any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve Our right to bar any such activity.
17. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
18. You shall not 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 of or visitor to Platform, or any other customer, including any account on the Platform not owned by You, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Platform.
19. You shall not make any negative, denigrating, or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of UAPL.
20. You agree not to use any device, software, or router 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.
21. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Platform or any service offered on or through the Platform. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
22. You will not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Usage, or to solicit the performance of any illegal activity or other activity which infringes the rights of UAPL and/or others.
23. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Companies Act 2013, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies)

- regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of unlisted assets. In the event of any violation of any laws, you as buyer or seller take complete responsibility and shall be held responsible for any legal consequences. You further undertake to indemnify UAPL, its affiliates, subsidiaries, including parent company, if any, its promoters, distributors, agents and employees to that effect.
24. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Usage and Privacy Policy applicable to use of the Platform.
 25. From time to time, You shall be responsible for providing information relating to the unlisted assets proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over-emphasize the attributes of unlisted assets so as to mislead other Users in any manner.
 26. You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any assets displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Platform.
 27. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
 28. UAPL prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.
 29. We reserve the right, but has no obligation, to monitor the materials posted on the Platform. UAPL shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Service. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES.** Please be advised that such content posted does not necessarily reflect UAPL views. In no event shall UAPL assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from use of content and/or appearance of content on the Platform. You hereby represent and warrant that You have all necessary rights in and to all content which You provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
 30. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Platform, and

that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.

31. Except as expressly provided in these Terms of Usage, no part of the Platform and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Platform or other medium for publication or distribution or for any commercial enterprise, without UAPL's express prior written consent.
32. Some content offered on the Platform may not be suitable for some viewers and therefore viewer discretion is advised. Also, some content offered on the Platform may not be appropriate for viewership by children. parents and/or legal guardians are advised to exercise discretion before allowing their children and/or wards to access content on the Platform.
33. You as a user fully acknowledge and understand that undertaking certain transactions such as investing in unlisted shares/securities is not suitable for some investors who may have a lower risk appetite as there is no liquid market for unlisted stock(s) and price fluctuation also take place on account of demand supply mismatch at most of the times. These investments may entail high degree of risk as the same are highly volatile and dealing in them should only be considered after consulting investment advisor(s).
34. You as a user fully acknowledge and understand that after buying unlisted shares, You may face the loss in your investments as unlisted company's securities are highly illiquid and there is no guarantee that a liquid market will develop for such securities.
35. You as a user acknowledges, confirms and understands that indulging in transactions such as investing in unlisted securities entails specific types of risk common to such types of investments and that you should invest only post your own independent due diligence regarding the investment, including obtaining additional information about the asset, its company, historical financials of the company, financial projections and legal or other investment/transaction advice, as may be required. It may be noted that there could be limited information in public domain for various assets including companies whose shares are unlisted, for any investor to take an informed decision on investment in such assets.
36. UAPL is not responsible for examining or evaluating any business or information available on the Platform, and We do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their respective websites.
37. We don't do any valuation of any assets including unlisted shares. We offer only information in public domain which may be relevant to the Users for the purpose of taking any decision as to the transactions without any guarantee of any sufficiency or adequacy or correctness of any data sourced from public domain for which the users are expected to hire an expert and for which we claim no responsibility. The User shall always keep UAPL, its affiliates, subsidiaries, including parent company, if any, its promoters, distributors, agents and employees indemnified against any claim in connection with or arising from any reasons attributable to the information posted on the Platform or taken from any expert.
38. You as a user fully acknowledge and understand that past performance of any unlisted stock does not guarantee future returns from such stocks. Investments in such unlisted stocks are always subject to market/industry risks and investors should read all the related information or documents carefully before investing in such unlisted stocks.
39. This Platform, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided

- on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph UAPL does not warrant that the information on this Platform is complete, true, accurate or non-misleading.
40. UAPL will not be liable to You in any way or in relation to the contents of, or use of, or otherwise in connection with the Platform. UAPL does not warrant that this site; information, content, materials, product (including software) or services included on or otherwise made available to You through the Platform; their servers; or electronic communication sent from Us are free of viruses or other harmful components.
 41. Nothing on Platform constitutes, or is meant to constitute, advice of any kind.
 42. You will be required to enter a valid phone number while registering on the Platform. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, mobile applications and/or any other electronic mode of communication in case of any transaction related updates.
 43. UAPL does not assume any responsibility or liability for the actions, products, services, or content of any of the third parties assisting with the transactions undertaken by Users on the Platform. You can tell when a third-party is involved in your transactions, and You acknowledge, and confirm that We may share your information with such third parties. Therefore, You should carefully review their privacy statements and other conditions of use.
 44. You hereby consent to sharing your information with third parties unless You specifically opt out. In addition, your access to the services and the Platform may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restrictions.
 45. As a registered seller, You are allowed to display unlisted shares on the Platform in accordance with the policies which are incorporated by way of reference in this Terms of Usage. You must be legally able to sell the unlisted shares you display for sale on our Platform. You must ensure that the displayed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. All displayed items must be put in an appropriate category on the Platform.
 46. While availing any of the payment method/s available on the Platform, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to i) Lack of authorization for any transaction/s, or ii) Exceeding the preset limit mutually agreed by You and between "Bank/s", or iii) Any payment issues arising out of the transaction, or iv) Decline of transaction for any other reason/s
 47. All payments made against the purchases/services on Platform by You shall be compulsorily in Indian Rupees acceptable in the Republic of India. Platform will not support transaction with respect to any other form of currency with respect to the purchases made on Platform.
 48. Transactions, transaction price and all commercial terms are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller as it enables them to complete the Transaction.
 49. Use of the payment facility shall not render UAPL liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, or fraud as regards the unlisted assets displayed on UAPL's Platform.

50. You have specifically authorized UAPL or its service providers to collect, process, facilitate and remit payments and / or the transaction price electronically to and from other Users in respect of transactions through payment facility.
51. UAPL is only acting as a technology provider and by accepting these Terms of Usage you agree that UAPL is a technology platform and UAPL does not have control of or liability for the unlisted assets that are displayed on UAPL's Platform that are paid for by the buyer using the payment facility.
52. UAPL does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.
53. You understand, accept and agree that the payment facility provided by UAPL is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, collection and remittance facility for the Transactions on the Platform using the existing authorized banking infrastructure and Credit Card payment gateway and API networks. Further, by providing technology platform and payment facility, UAPL is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.
54. You, as a Buyer, understand that upon initiating a transaction on the Platform You are entering into a legally binding and enforceable contract with the Seller to purchase the unlisted assets from the Seller using the payment facility, and You shall pay the transaction price through Your Issuing Bank to the Seller using payment facility.
55. UAPL reserves the right to impose limits on the number of Transactions which UAPL may receive from an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.
56. You as a User confirm and undertake that You are making the payment towards purchase of securities or any other asset on the Platform through your own bank account and from source of income which is legal in India.
57. UAPL will not be responsible for any claim which User may have against the bank for amount transferred and not reflected in their respective User account on account of banking transaction failure and the User indemnifies and hold harmless UAPL, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions to this effect including reasonable attorneys' fees.
58. UAPL reserves the right to refuse to process Transactions by Buyer with a prior history of questionable charges including without limitation breach of any agreements by Buyer with UAPL or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
59. UAPL may place such checks on the Platform as it deems fit before approving the receipt of/Buyers commitment to pay transaction price from the Buyer for security or other reasons at the discretion of UAPL. As a result of such check if UAPL is not satisfied with the creditability of the Buyer or genuineness of the Transaction or other reasons at its sole discretion, UAPL shall have the right to reject the receipt of / Buyers commitment to pay Transaction Price.
60. UAPL may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if UAPL deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price.
61. The Buyer and Seller acknowledge that UAPL will not be liable for any damages, interests or claims etc. resulting from not processing a transaction/transaction price or

- any delay in processing a transaction/transaction price which is beyond the control of UAPL.
62. Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using payment facility and Platform.
 63. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.
 64. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support payment facility to provide these services to the Users. All such Online Bank Transfers on payment facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.
 65. You shall indemnify and hold harmless UAPL, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, (i) made by any third party or (ii) resulting from or in connection with any transaction undertaken on the Platform or (iii) penalty imposed due to or arising out of Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party or (iv) Your breach of these Terms of Service, Privacy Policy and other policies, or (v) unauthorized, improper, illegal or wrongful use of your UAPL account (including by You or by any person, including a third party, whether or not authorized or permitted by You). This indemnification obligation will survive the expiry or termination of these Terms and/or your use of the service.
 66. UAPL make no representation that the services on the Platform are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative.
 67. This site is controlled and operated by UAPL and unlisted shares/assets are sold by respective Sellers. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Platform is solely for Your personal use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.
 68. IN NO EVENT SHALL UAPL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION

- WITH THESE TERMS OF USAGE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
69. UAPL IS NEITHER A BROKER NOR AN AGENT UNDER THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT NOR A TRADING PLATFORM NOR A STOCKBROKER NOR A SUBBROCKER NOR A STOCK EXCHANGE AS DEFINED UNDER THE SECURITIES CONTRACT (REGULATION) ACT, 1956, SEBI (STOCKBROKERS AND SUBBROKERS) REGULATION 1992 OR ANY OTHER LAW NOR A REPOSITORY OR CUSTODIAN WITH RESPECT TO ANY OF THE GOODS OR ASSETS BEING DEALT WITH ON THE PLATFORM. NOTHING ON WWW.UNLISTEDASSETS.COM CONSTITUTES AN OFFER TO BUY OR SELL ANY ASSETS INCLUDING UNLISTED ASSETS/SECURITIES.
 70. You agree that UAPL shall be under no liability whatsoever to you in the event of non-availability of the Platform and/or any of the services or any portion thereof, occasioned by an Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite failure or any other cause whatsoever beyond the control of UAPL (including any event which is caused by the failure of transaction or non-performance or the Platform partners).
 71. Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Platform by writing to Us on support@unlistedassets.com .
 72. In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:
The Compliance Officer
242-243, AIHP Palms, 1st Floor, Udyog Vihar-IV, Gurgaon
Email: support@unlistedassets.com
Phone: +91-9990862220 / +91-9990872220
 73. Terms of Usage shall be governed by and interpreted and construed in accordance with the laws of India. Notwithstanding the foregoing, You agree that (i) UAPL has the right to bring any proceedings before any court/forum of competent jurisdiction and You irrevocably submit to the jurisdiction of such courts or forum; and (ii) any proceeding brought by You shall be exclusively before the courts in Delhi, India.
 74. If any provision of these Terms of Usage or Privacy Policy or other policies is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions shall be given full force and effect.
 75. These Terms of Usage, the Privacy Policy and any other terms or policies or disclaimers as may be prescribed by UAPL from time to time, constitute the entire agreement between You and UAPL, which will govern your use of or access to the services and/or the Platform, superseding any prior understanding or agreements between You and UAPL regarding such use or access.
 76. You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law shall survive the efflux of time and the termination of these Terms.