

TERMS AND CONDITIONS GOVERNING NAVYA SYSTEM OF NAVYA ADVISORS LIMITED

FOR USER/CUSTOMER

These terms and conditions ("Terms") apply to and regulate the provisions of the NAVYA: Web Services and NAVYA: Stocks and Portfolio mobile app (hereinafter "NAVYA") provided by Navya Advisors Limited (herein after "Navya Advisors") to its customers who agree to use the NAVYA. Navya Advisors shall endeavor to provide to the customers, NAVYA in accordance with the Navya operating procedures/guidelines, circulars and/or regulations (termed as "Operating Procedures") issued by Navya Advisors subject to the terms and conditions as specified herein.

DEFINITIONS

The following words and phrases shall have the meanings as follows unless the context indicates otherwise. Other words and/or expressions used but not specifically defined herein shall have the respective meanings as per the Operating Procedures by Navya Advisors:

"User/Customer" refers to any one in public availing "NAVYA" through any channels upon a one-time enrollment process.

"Navya Systems" refers to the core system, related equipment and software owned by Navya Advisors to provide its products and services. This also includes the mobile applications [Android, iOS, etc based applications], websites hosted for public use, Navya Web Services and other channels opened for public use.

"NAVYA" refers to the collection of services, in Software as a Service (SaaS) modality, provided by Navya Advisors to its Customers, through the channels of the Navya Systems as per the Operating Procedures and after a one-time enrollment process.

"Username" refers to the user identification code of a Customer in the Navya System.

"Password" refers to the password against Username for identifying the Customer.

"OTP/ One Time Password" refers to a unique and time-sensitive password used as the second layer of security on Navya Systems. Such OTP will be sent to the Customer in the registered mobile number and email ID via SMS/Email and shall be valid for specified time for one event only.

APPLICABILITY OF TERMS

Customers desirous of availing the NAVYA, shall by way of a one-time enrollment, in such form, manner and substance as Navya Advisors may prescribe, apply for the NAVYA which shall be entitled, at its sole discretion, to accept or reject such applications. The Customer may independently create a Username/ Password from the Navya Systems provided by Navya Advisors and then start using the services. By applying for and accessing the NAVYA, the Customer accepts these Terms, which shall govern the provisions of the NAVYA by the Navya Advisors. The Terms shall be in addition to and not in derogation of the Operating Procedures issued/ updated from time to time.

The Customer hereby acknowledges that the Customer has read and understood the Operating Procedure and fully agrees that the rights and obligations, liabilities provided therein

and in these Terms in so far as it relates to the Customer shall be binding on the Customer with regard to every usage of the Navya Systems. The Customer understands and agrees that nothing in terms of availing the NAVYA shall be construed as creating any contractual or other rights against Navya Advisors.

SCOPE OF THE NAVYA SERVICES

NAVYA offers informational services related to the capital market to the customers. The Customers can put in request to Navya Advisors for such services through Navya Systems in a secure manner which leads to a standard enrollment process.

RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1. The Customer shall create the Username and Password. The Customer may change the Password at any time. The Username, however, cannot be changed. The Customer shall provide the correct mobile number entitled in its own name and email address while creating the Username and to be used for sending OTP whenever required through Navya Systems. The Customer shall be responsible for any kind of loss on account of misuse of information sent on the mentioned email address and/or mobile number.
2. The Customer shall keep Username and Password confidential at all times and under no circumstances shall he/she disclose Username and/or Password. The Customer shall be fully responsible for any accidental / negligent and/or unauthorized disclosure of Username and/or Password to any other person and shall bear the risks of Username and/or Password being used by unauthorized persons or for unauthorized purposes or transactions.
3. The Customer is required to quote Username and Password in order to log-on to the Navya Systems.
4. The Customer acknowledges that there may be time lag in transmission of instructions, information or communication via telecommunication network for which Navya Advisors shall not be held liable.
5. The Customer shall not hold Navya Advisors responsible for any damage, claim, and issue arising out or in connection with any information provided in the Navya Systems. The Customer understands and agrees that all such losses, damages and issues shall solely be born by him/herself.
6. The Customer agrees that NAVYA is offered in line with the Operating Procedures which are subject to change from time to time by Navya Advisors and shall be notified through their website(s).
7. The Customer shall not, and shall not attempt to decompile, reverse-engineer, convert, adapt, alter, enhance, add to, delete, or in any way tamper with or gain access to, any part of the Navya Systems and Services or any software composed in them.
8. The Customer agrees that all right, title and interest in and relating to the above and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of Navya Advisors. No right, title or interest other than the right to access the information subject to these Terms is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act, which may indicate that the Customer has any such right, title or interest.

SHARING OF INFORMATION

The Customer irrevocably and unconditionally authorizes Navya Advisors to access the Customer's records for the purpose of providing the NAVYA. The Customer agrees that Navya Advisors may hold and process its personal and other information in connection with the NAVYA, for analysis and/or as required by law.

DISCLAIMER OF LIABILITY

WHILE NAVYA ADVISORS SHALL ENDEAVOR TO PROMPTLY EXECUTE AND PROCESS THE REQUESTS AS PROPOSED TO BE MADE BY THE CUSTOMER, NAVYA ADVISORS SHALL NOT BE HELD RESPONSIBLE FOR ANY NON-RESPONSE OR DELAY IN RESPONDING DUE TO ANY REASON WHATSOEVER, INCLUDING DUE TO FAILURE OF OPERATIONAL SYSTEMS, TELECOMMUNICATION FAULTS, NETWORK FAILURE OR ANY REQUIREMENT OF THE LAW. NAVYA ADVISORS SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM OR DAMAGE SUFFERED BY THE CUSTOMER AND/OR ANY OTHER THIRD PARTY ARISING OUT OF OR RESULTING FROM SUCH FAILURES AND SHALL NOT BE LIABLE FOR ANY ACTIVITIES CARRIED OUT BY USING ANY ILLEGAL AND FRAUDULENT METHODS AND SHALL BE GUIDED BY THE RELEVANT LAW. NAVYA ADVISORS SHALL UNDER, NO CIRCUMSTANCE, BE HELD LIABLE TO THE CUSTOMER IF NAVYA SERVICES ACCESS IS NOT AVAILABLE IN THE DESIRED MANNER FOR REASONS INCLUDING BUT NOT LIMITED TO NATURAL CALAMITIES, LEGAL RESTRAINTS, OR ANY OTHER REASON BEYOND THE CONTROL OF NAVYA ADVISORS. ILLEGAL OR IMPROPER USE OF THE NAVYA SYSTEM SHALL RENDER THE CUSTOMER LIABLE FOR FINANCIAL PENALTY OR MAY RESULT IN SUSPENSION OF THE NAVYA SERVICES.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE INFORMATION PRESENTED IN NAVYA IS SOLELY FOR INDICATIVE PURPOSES AND IS NOT INTENDED TO SERVE AS A FORECAST, RESEARCH, OR INVESTMENT ADVICE, NOR DOES IT CONSTITUTE A RECOMMENDATION, OFFER, OR SOLICITATION TO BUY, SELL SECURITIES, OR ADOPT AN INVESTMENT STRATEGY. IT IS ENTIRELY AT THE USER'S OWN RISK AND DISCRETION TO EITHER RELY OR IGNORE THE INFORMATION PROVIDED IN NAVYA. THE INFORMATION DOESN'T CONSIDER FINANCIAL STANDINGS, RETURN OBJECTIVES, RISK TOLERANCE, OR SPECIFIC NEEDS OF ANY INVESTOR. THE CUSTOMER FURTHER UNDERSTANDS THAT NAVYA ADVISORS IS NOT A LICENSED FINANCIAL ADVISORS.

THE NAVYA SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NAVYA ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APP OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE APP. NAVYA ADVISORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

INFORMATION PRESENTED IN THE NAVYA IS DERIVED FROM PROPRIETARY AND NONPROPRIETARY SOURCES DEEMED BY NAVYA ADVISORS TO BE RELIABLE, BUT ARE NOT NECESSARILY EXHAUSTIVE OR ACCURATE. NAVYA ADVISORS WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED THROUGH THE NAVYA. FURTHER, NAVYA ADVISORS DO NOT GUARANTEE THE

ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED THROUGH NAVYA.

INDEMNITY

The Customer agrees, at its own expense, to indemnify, defend and hold harmless Navya Advisors, its directors and employees, and representatives against any claim, suit, action or other proceeding brought against Navya Advisors, its affiliates, directors and employees, representatives or agents by a third party, to the extent that such claim, suit, action or other proceeding brought against Navya Advisors, its directors and employees and representatives is based on or arises in connection with the use of the NAVYA with reference to :

- (i) a violation of the Terms by the Customer;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of the NAVYA by the Customer;
- (iii) any misrepresentation or breach of representation or warranty made by the Customer contained herein;
- (iv) any breach of any covenant or obligation to be performed by the Customer hereunder;

The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

ASSIGNMENT

The Customer is bound by these Terms. However, the Customer shall not be entitled to transfer or assign any of its rights and obligations under these Terms.

TERMINATION

The Customer may disable the NAVYA in the Navya System, after which the available services cannot be accessed. However, the Customer can enable NAVYA again through a verification process over OTP. The Customer will remain responsible for all the activities done through the Navya Systems until the user is disabled permanently. Navya Advisors may suspend or terminate the NAVYA anytime either entirely or partially without assigning any reasons whatsoever and without prior notice if the Customer has breached any of these Terms.

GENERAL CONDITIONS

1. The NAVYA and these Terms shall be governed by and construed in accordance with the laws of Nepal.
2. The clause headings in this Terms are only for convenience and do not affect the meaning of the relative clause.
3. Navya Advisors has the absolute discretion to amend or supplement any of the Terms as stated herein at any time and will endeavor to give prior notice for such changes wherever feasible. Such notices may be published on the website or in a newspaper and such notices will have the same effect as a notice served individually to each Customer.

4. Any provision of these Terms, which is prohibited or unenforceable by law, shall be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms or affect such provision.