

TERMS OF USE

Agreement Between You and Colwort Private Limited

Thank you for visiting www.colwort.com.

Welcome to Colwort ((link unavailable)), a platform connecting investment seekers and investors. We're owned and operated by Colwort Private Limited ("We" or "Us"). When you use our services, you agree to our Terms of Use.

By using Colwort, you confirm you have the right to enter this agreement. You agree to our Terms, including our Privacy Policy ([insert link]) and community guidelines. We'll work to improve your experience. Please read these Terms carefully - they form the entire agreement between you and Colwort.

1. General

- 1.1 You can access Our website without registering for an account. However, You can avail Our services only by registering an account. You are entirely responsible for maintaining the confidentiality of Your account credentials.
- 1.2 You acknowledge that you shall be accessing the Platform as a User interested in making investments (“**Investor**”) in other Users seeking investment from Investors (“**Investment Seeker**”).
- 1.3 During registration, We shall collect Your basic data. You agree to provide Us with accurate, complete and genuine information. In addition to the above, We shall also conduct a telephonic verification wherein We shall collect some basic details from You. You further acknowledge and accept that in the event we suffer any loss or damages on account of any information shared by You during the registration process that is incorrect or violating or infringing the rights of any party, you shall be liable to indemnify us for such loss and damages.
- 1.4 While We do not make any editorial determination about the information of the Investor to be displayed and made accessible on the Platform, if: (i) we receive any notice or communication that the information or any part of the information belongs to a party who has not consented to such content being uploaded and accessible on the Platform or that it is violative of the rights of any person who has not consented to such information being displayed on the Platform; or (ii) it comes to Our attention that any of the information violates these Terms, We shall be entitled to remove such information/block public access to such information either temporarily or permanently and as we deem fit or in compliance with the orders or directions of the court (if applicable) and We shall have the right, at our discretion, to remove your account, and in

either case You shall have no right to make any claims against Us for removing or blocking the display of Your Information;

2. Account Notices

2.1 Authority. You agree that you are permitted to use the Services under applicable law. If you are accessing an account(s) on behalf of the account owner (e.g., as an administrator, consultant, analyst, etc.), the Terms apply to your activities on behalf of the account owner.

2.2 Access to Your Account. You are responsible for all activity that happens on or through Your account. To protect Your account, keep Your password confidential. Do not reuse your account password with other services. If You forget Your password and otherwise cannot validate your account, You acknowledge and agree that Your account may be inaccessible to You and that all data associated with the account may not be retrievable.

3. Usage of Service

3.1 Sign-up: As a User interested in making investments, You shall register on our Platform as Investor by providing basic information that We may request. In addition to the above, We will also be collecting the following information from You:

- a. Amount You wish to invest;
- b. Type of companies You are interested in making investments;
- c. Location wherein You would prefer to make investments; and
- d. Any other information that would improve your experience on Our Platform.

3.2 "Important: Colwort reserves the right to request any necessary documentation to verify your identity if needed. You agree to provide and share this information.

3.3 You warrant and represent that the information provided as envisaged above is genuine, complete and accurate. Such information will be made available to other Users and We shall not guarantee that the furnished information will not be distributed by other Users.

3.4 y using Colwort's platform, you acknowledge and agree not to engage in prohibited activities, including:

- Copying, distributing, or supplying information for malicious purposes
 - Fraudulent or unlawful activities
 - Manipulating or falsifying information for personal gain

We are not liable for losses incurred through investments in projects on our platform. You are responsible for conducting thorough due diligence, being cautious of fake profits and investment scams, and understanding that investment risk and profits are

solely yours. By proceeding, you acknowledge that you invest at your own risk, we do not guarantee success or returns, and you release us from liability for losses or damages.

3.5 Once a deal between and Investment Seeker and Investor is finalised, You shall provide Us with all details regarding the transaction including but not limited to details regarding the investment, all email communication exchanged between the Investor and the Investment Seeker and any other information as may be requested by the Company. You acknowledge and accept that these information are essential for Us in being completely in the loop and consent to the same. Further, We undertake to maintain complete confidentiality while going through the documents shared with us pursuant to this Clause.

3.6 You shall, under no circumstances, give us any information that:

- (i) belongs to another person and to which you do not have any right;
- (ii) 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;
- (iii) harm minors in any way;
- (iv) infringes any patent, trademark, copyright or other proprietary rights;
- (v) impersonate another person;
- (vi) 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.

3.8 You acknowledge that our Service is only to the extent of connecting You with Investment Seekers and, further, accept that it is also Your responsibility as an Investor to validate the details of the Investment Seeker. You agree that Company shall not be liable for any loss or damage that you incur due to fraud or wilful misconduct of the Investment Seeker.

3.9 Important Notice: Investment Responsibility and Risk Disclosure

As a valued user of Colwort's platform, you are free to communicate directly with investment seekers. However, it is imperative to understand that:

You are solely responsible for conducting thorough due diligence and investigations on potential investments. This includes verifying information, assessing risks, and ensuring compliance with applicable laws and regulations.

Documentation and Caution

Before investing, ensure all agreements, terms, and conditions are thoroughly documented. Exercise extreme caution when investing, as:

- Your investment capital is at risk
 - Profits and losses are solely yours
 - Colwort assumes no liability for investment outcomes

Limitation of Liability

By using Colwort's platform, you acknowledge and agree that:
Colwort shall not be liable for any losses, damages, or claims arising from investments made through our platform

Colwort does not guarantee investment success or returns

You release Colwort from any liability for losses or damages incurred

Investor Acknowledgement

By proceeding, you confirm that:

You understand the risks associated with investing

You have conducted thorough due diligence on potential investments

You have documented all investment agreements and terms

3.10 You may use the Services only as permitted by law. Unless otherwise expressly stated, You may not access or reuse the Services, or any portion thereof, for any commercial purpose. Without our express written consent, you may not (a) use any automated means to access the Platform or collect any information from the Platform (including without limitation robots, spiders or scripts), or (b) frame the Platform (or any part thereof), place pop-up windows over the Platform (or any part thereof) pages, or otherwise affect the display of part or area of the Platform.

3.11 Ownership and Reuse. Subject to these Terms, using the Services does not give you ownership of any intellectual or other property rights or interests in the Services or the contents displayed on the Platform you access. You must not use any branding or logos used in the Services unless We have given you separate explicit written permission. You may not remove, obscure, or alter any legal notices displayed on the Platform or in relation to any Content. Unless You have Our explicit written permission, You must not reproduce, modify, rent, lease, sell, trade, distribute, transmit, broadcast, publicly perform, create derivative works based on, or exploit for any commercial purposes, any portion of the content or use of, or access to, the Services (including content, advertisements, APIs, and software).

4. Modifying of Service, Termination of Service and Amendment of Terms

4.1 We are constantly innovating, changing and improving the Services. We may, without notice, add or remove functionalities or features, create new limits to the Services, or temporarily or permanently suspend or stop a Service.

4.2 You can stop using the Services at any time. You may cancel and delete your account at any time here. However, you continuing to access the Platform and logging on through your Account constitutes your consent to us collecting data, mentioned within the terms, and processing the same.

4.3 We may temporarily or permanently suspend or terminate your account or impose limits on or restrict your access to parts or all of the Services at any time, without notice and for any reason, including, but not limited to, violation of these Terms, court order, or inactivity.

4.4 Amendments to Terms and Conditions

Colwort reserves the right to modify these Terms and Conditions at any time, without prior notice. Changes will be effective immediately upon posting on the platform.

Your Obligation to Review

You are responsible for regularly reviewing

- Terms and Conditions
- Privacy Policy
- Any other applicable policies

to ensure familiarity with the most current versions.

Notification

Colwort may notify you of changes via email to your registered address. However, it is your duty to check the platform regularly for updates.

Assumption of Risk

If you fail to receive notification, Colwort shall not be liable or responsible for any consequences resulting from your ignorance of updated terms.

Continued Use

Your continued use of the platform after changes take effect constitutes acceptance of the amended Terms and Conditions.

Disclaimer

By using Colwort's platform, you acknowledge and agree to these Terms and Conditions and release Colwort from any liability arising from your failure to review updated policies.

5. Feedback

- 5.1 You agree that any recommendation, idea, proposal, suggestion, feedback or other input (“**Feedback**”) you submit to Us related to Our Services, websites, apps, or technology may be used by Us without any notice, obligation, restriction, reimbursement or compensation to you and you waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in any Feedback.

6. About These Terms

- 6.1 Continued Use of the Services. You may stop using the Services at any time, but your continued use the Service after the effective date of any modifications to the Terms means that you agree to the Terms as modified as well as consent to Our collection and processing of User data.
- 6.2 Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision (or part of a provision) of these Terms is found to be invalid, Company and you nevertheless agree to give effect to the intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- 6.3 Assignment. Company may freely assign these Terms and all of the policies and other documents incorporated or referenced in it (including all rights,

licenses, and obligations under it or them), in whole or in part and without notice, for any reason, including for the purpose of internal restructuring (for example, mergers or liquidations).

7. Force Majeure

Without prejudice to any other provision herein, Colwort shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond Colwort's control, including, without limitation, acts of the User or other Users, embargo or other governmental act, regulation or request affecting the conduct of the Company's business, computer virus or attack on servers of any kind, pandemic, epidemic, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labour difficulties, lightning, flood, windstorm or other acts of God.

8. Our Warranties and Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICE. WE PROVIDE OUR SERVICE "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT OR THE SERVICE, THE SUPPORT WE PROVIDE FOR THE SERVICE, THE SPECIFIC FUNCTIONS OF THE SERVICE, THE SECURITY OF THE SERVICE, OR THE SERVICE'S RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

Disclaimer and Caution

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COLWORT, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS, AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICE.

No Guarantees

We provide our service "AS-IS," "WITH ALL FAULTS," and "AS AVAILABLE." Your use of the service is at your own risk, and we do not represent, promise, or warrant that the service will be:

- Uninterrupted
- Timely
- Secure
- Error-free

Security and Data Transmission

No data transmission over the internet or information storage technology can be guaranteed to be secure. We expressly disclaim any warranties, express or implied, to that effect.

Investment Caution

When using Colwort's platform:

- Exercise caution and thorough research
- Avoid overly promising pitches and unsubstantiated claims
- Verify promoter credentials and project legitimacy
- Evaluate risks and potential returns
- Make informed decisions based on facts, not emotions or promises

Best Practices for Success

To navigate the investment landscape with confidence:

1. Conduct thorough research and due diligence
2. Verify promoter credentials and project legitimacy
3. Evaluate risks and potential returns
4. Ask tough questions and seek clarification
5. Make informed decisions based on facts

Limitation of Liability

By using Colwort's platform, you acknowledge and agree that:

- Colwort is not liable for any losses or profits
- You release Colwort from any liability for losses or damages incurred
- You understand that investing carries inherent risks

Investor Acknowledgement

By proceeding, you confirm that:

- You understand the risks associated with investing
- You have conducted thorough due diligence on potential investments
- You have documented all investment agreements and terms

Please invest wisely.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT COLWORT SHALL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES. COLWORT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM YOUR INVESTMENT OR IN CONNECTION WITH: THE FAILURE TO PROVIDE THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ACCOUNT;; THE UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES;

YOUR DEALINGS WITH INVESTOR THROUGH THE SERVICES; COLWORT WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO THE INVESTMENT SEEKER OR ASSOCIATE PARTNER, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT COLWORT HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

TO THE FULLEST EXTENT PERMITTED BY LAW, COLWORT SHALL NOT BE LIABLE IN CONNECTION WITH ANY DISPUTES BETWEEN YOU, INVESTMENT SEEKER AND ASSOCIATE PARTNER THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

10. Indemnification

You agree to defend, indemnify, and hold harmless us from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) breach of the terms of these Terms; (b) fraud or wilful misconduct or gross negligence in respect of any act/omission involving the Company/Platform; or (c) your violation of any applicable laws or rights of a third-party.

You are solely responsible for your interactions with Investment Seekers as well as Associate Partners on or outside of the Platform. To the extent permitted under applicable laws, you hereby release Us from any and all claims or liability related to any product or service of a merchant, without limitation, but not limited to any harm caused to you by action or inaction of an Investment Seeker, an Investment Seeker's failure to comply with applicable law or any event post investment that negatively impacts your investment or any damages incurred as a result of fraud or gross negligence attributable to the Investment Seeker.

11. Grievance Redressal and Dispute Resolution

12.1 In the event you have any grievance in relation to any service available on the Platform or Privacy Policy or these Terms or activities of the Associate Partner assigned specifically for You, You may contact our Grievance Officer, at:

Name:

Address:

Email Id:

Further, all other grievances or assistance on any other matter specifically connected with the Investment Seeker can be requested from the Associate Partner assigned specifically to You.

12.2 We will do our best to resolve any disputes about these Terms of Use. If you wish to bring a legal claim against us, these Terms and all transactions

involving the You, Investment Seeker and Associate Partner shall be governed by and construed in accordance with the laws of India.

- 12.3 You agree that all claims, differences or disputes arising under or in connection with or in relation hereto the Platform, the Terms, relating to or in connection with these Terms, or transactions entered into between You and the Investment Seeker or the relationship between User and Colwort shall be subject to the exclusive jurisdiction of the courts at Kerala and the User hereby accedes to and accepts the jurisdiction of such courts.