

TERMS OF USE

Agreement Between You and Colwort Private Limited

Thank you for visiting www.colwort.com.

www.colwort.com, ("**Platform**"), a platform that try to bridge the gap between investment seekers and investors, is owned and operated by Colwort (hereinafter referred to as "**Company**", "**Colwort**", "**We**", "**Us**"), . Entities/Persons (hereinafter referred to as "**You**", "**Your**", "**User**") accessing our Service shall be governed by the below mentioned Terms of Use ("**TOU**"), regardless of the means of access. This TOU constitutes a binding agreement between You and Colwort. You warrant that You possess the capacity and legal right to enter into this Agreement. You also acknowledge and agree that, unless we specifically provide otherwise, this Agreement only applies to this site and our online activities and does not apply to any of our offline activities.

By using the service available on Colwort ("**Service**"), You consent to this TOU, our Privacy Policy , and any community guidelines and supplemental terms provided to You for the Service (collectively, "**Terms**") and Our efforts to improve every User's experience on Colwort. Please read the Terms carefully, as 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 seeking investment ("**Investment Seeker**") from third parties interested in making investments ("**Investor**").
- 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/Investment Seeker 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;

Registration Terms and Conditions

Accurate Information

During registration, you agree to provide us with accurate, complete, and genuine information.

Verification

We may conduct telephonic verification to confirm your details. if needed

Responsibility

You acknowledge and accept that:

1. You are responsible for the accuracy and authenticity of the information provided.
2. You will indemnify us against any losses or damages resulting from incorrect or misleading information.
3. You will hold harmless Colwort, its affiliates, officers, directors, employees, and agents from any claims, demands, or actions.

Data Protection and Confidentiality

You agree:

1. Not to copy, reproduce, or distribute any data or project ideas shared on our platform without explicit permission.
2. Not to disclose confidential information shared by other users or Colwort.
3. To keep your login credentials secure and confidential.

Intellectual Property Protection

You acknowledge:

1. That all project ideas and data shared on our platform are the intellectual property of their respective owners.
2. Not to infringe on any intellectual property rights, including copyrights, trademarks, or patents.

Consequences of Misuse

You understand that:

1. Any unauthorized copying, disclosure, or distribution of data or project ideas may result in legal action.
2. Colwort reserves the right to terminate your account and report any misconduct to relevant authorities.
3. You may face civil and/or criminal penalties for intellectual property infringement or data misuse.

Indemnification

You agree to indemnify and hold Colwort harmless against:

1. Any losses or damages resulting from your breach of these terms.
2. Any claims, demands, or actions arising from your misuse of our platform.

Governing Law

These terms shall be governed by and construed in accordance with applicable laws.

By registering on our platform, you acknowledge that you have read, understood, and agree to these terms.

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 seeking investments for Your business, You shall register on our website as Investment Seeker by providing The following basic information You warrant and represent that the information provided 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.

3.2 Terms of Registration

Age Requirement

To register on our platform, you must be at least 18 years old.

Eligibility

Our platform is open to:

- Business owners from any country
- Individuals with innovative ideas

Idea Sharing Precautions

When sharing your ideas:

- Be cautious, as we cannot guarantee 100% security against copying.
- Understand that our platform is an open environment.

Document Verification

We reserve the right to request documents to verify your identity or business legitimacy.

Prohibited Activities

Our platform does not tolerate:

- Illegal businesses or activities
- Fraudulent or misleading information
- Infringement of intellectual property rights

Account Suspension/Removal

We may suspend or permanently remove your account if:

- We detect suspicious or illegal activity
- Your project receives frequent reports from investors
- You violate our terms and conditions

Investor Protection

We prioritize investor safety:

- Monitoring projects for potential risks
- Addressing reported concerns promptly

User Responsibility

By registering, you acknowledge:

- Our platform's risks and limitations
- Your responsibility to protect your intellectual property
- Compliance with applicable laws and regulations

Changes to Terms

We reserve the right to update these terms without notice.

By registering on our platform, you agree to these terms.

3.4 We shall require You to submit all details regarding the business project upon the request of the Investor. If You are an already up and running Business, We shall collect audit reports and other documents as required by the Investor.

3.5 Transaction Disclosure

After a deal is finalized between an Investment Seeker and Investor:

1. You must share transaction details with us, including:
 - Investment terms
 - Email communications
 - Other relevant information (as requested)
2. We need this information to stay informed and ensure a smooth process.

Confidentiality Assurance

We promise to maintain complete confidentiality regarding:

1. Shared documents
2. Transaction details

Why is this necessary?

This information helps us:

1. Verify deal authenticity
2. Ensure compliance with regulations
3. Provide better support

Your Responsibility

By using our platform, you agree to provide timely and accurate transaction information.

3.6 : Validation Services

What is Validation Service?

Our Validation Service helps Investment Seekers assess their business idea's potential.

Eligibility

Only registered Investment Seekers can access this service.

How it works

1. Submit your business idea details to Colwort.
2. Our expert team analyzes your idea's basic structure.

Example

Limitation of Liability

Colwort shall not be liable for:

- Any damage or loss incurred due to our advice
- Investment Seeker's decisions based on our guidance

Disclaimer

Our Validation Service is not:

- A guarantee of investment or success
- A comprehensive business audit
- Legal or financial advice

By using our Validation Service, Investment Seekers acknowledge these terms.

3.7 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 the Investment Seeker with an Investor and accept that it is also Your responsibility as an Investment Seeker to validate the details of the Investor. You agree that Company shall not be liable for any loss or damage that you incur due to fraud or wilful misconduct of the Investor.

3.9 You acknowledge that as a Platform facilitating the connection between Investment Seekers and Investors, it is important for us to be a part of the communication between Investment Seeker and Investor at all times, from the introductory stage (i.e. where We connect the Investment Seeker and Investor) to finalisation of the deal. You accept that act/omission in contravention of this Clause would be a gross violation of the Terms and undertake to fully indemnify us in case of such contravention.

3.10 In addition to the above, You acknowledge and accept that We as a facilitator have an important part to play in the transaction between the Investor and Investment Seeker and therefore any action to cut us off or to continue with the deal without involving the Company shall entitle us to proceed for legal recourse.

3.11 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.

3.12 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.

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 Limitation of Liability

Please note the following important disclaimers and limitations:

No Investment Guarantee

We do not guarantee that you will secure investment through our platform. Our platform is merely one avenue to explore potential investment opportunities.

No Assurance of Investor Interest

We strive to connect you with numerous investors worldwide, but we cannot assure that any investor will express interest in your proposal.

Data Security and Confidentiality

While we implement reasonable security measures, we do not guarantee:

- 100% data security
- Confidentiality of your information
- Protection against unauthorized copying or distribution of your data

No Warranties or Representations

We make no warranties, express or implied, about:

- The Service's availability, timeliness, security, or error-free operation
- The quality, reliability, accuracy, or completeness of the Service
- The Service's ability to meet your needs or achieve specific results

Use of Service at Your Own Risk

You use our Service at your own risk.

Limitation of Liability

In no event shall we be liable for:

- Any damages arising from use of our Service
- Loss of data, profits, or business opportunities
- Any indirect, special, incidental, or consequential damages

Your Acknowledgement

By using our Service, you acknowledge that you understand and agree to these terms.

Important Notice: Due Diligence and Data Protection

As a user of the Colwort platform, it is your sole responsibility to conduct thorough due diligence before sharing details about your project. This includes:

1. Verifying the authenticity and credibility of potential investors.
2. Ensuring compliance with applicable laws and regulations.
3. Protecting sensitive information and intellectual property.

Data Protection and Security

When uploading data to the Colwort platform, you must:

1. Ensure accuracy and completeness of information.
2. Implement reasonable security measures to protect sensitive data.
3. Use secure methods for data transmission.

Best Practices for Pitch Deck Preparation

To maintain confidentiality and security:

1. Remove sensitive information (e.g., financials, trade secrets).
2. Prepare a confidential, executive summary-style pitch deck.

Disclaimer

Colwort is not responsible for:

1. Conducting due diligence on your behalf.
2. Verifying accuracy of information shared.
3. Protecting sensitive data or intellectual property.

Your Acknowledgement

By using the Colwort platform, you acknowledge and agree to:

1. Conduct thorough due diligence.
2. Protect sensitive information.
3. Hold Colwort harmless from any claims or damages.

In simpler language:

"Conduct your own due diligence, protect sensitive info, and secure your data. Colwort isn't responsible for verifying accuracy or protecting intellectual property."

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 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 OTHERS, 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 INVESTOR, INVESTMENT SEEKER AND ASSOCIATE PARTNER THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

Limitation of Liability

Colwort is not responsible for:

1. Indirect or consequential damages (e.g., lost profits, revenue)
2. Special or punitive damages
3. Losses due to:
 - Service failure or termination
 - Unauthorized account access
 - Links to external sites
 - Deals with investors
 - Actions of third parties (e.g., hackers)
 - Events beyond our control (e.g., natural disasters)
4. Disputes between:

- Investors and Investment Seekers
 - Investment Seekers and Associate Partners
5. Intellectual property issues:
- Idea theft or copying
 - Unauthorized use of intellectual property
6. Problems arising from:
- Misrepresentation or false information
 - Breach of contract or agreement
 - Non-payment or delayed payment
 - Disagreements over investment terms
7. Any type of losses, damages, or expenses incurred by:
- Investment Seekers
 - Investors
 - Associate Partners
8. Failure to secure investment or funding
9. Investment outcomes:
- Getting investment is not 100% guaranteed
 - Colwort does not compel investors to invest
 - Investment decisions are solely made by investors

Important Note:

Using Colwort's platform does not:

- Guarantee investment
- Assure return on investment
- Ensure successful funding

Why?

We can't control:

- Actions of others
- External events
- Third-party interactions
- Investment decisions

Your Understanding

By using our services, you acknowledge and agree to these terms.

In simpler language:

"Colwort doesn't guarantee investment or funding. We try to connect you with investors, but they make their own decisions."

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 Investors 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 Investor, an Investor's failure to comply with applicable law or invest or any damages incurred as a result of fraud or gross negligence attributable to the Investor.

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 Investor 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 Investor, 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 the Investor and 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.