

These terms of use (“**Terms and Conditions**”) mandate the terms on which the users (“**You**” or “**Your**” or “**User**”) access and register on the website Monech.com and/or mobile application Legacy Now operated and managed by Monech , its affiliates and its group entities, together referred to as “**Company**” or “**We**” or “**Us**”, collectively referred to as, “**the Platform**”.

Please read the Terms of Use and Privacy Policy carefully before registering on the Platform or accessing any material or information through the Platform. The Company retains an unconditional right to modify or amend this Terms of Use without any requirement to notify You of the same. It shall be Your responsibility to check these Terms of Use periodically for changes. Your acceptance of the amended Terms of Use shall signify Your consent to the changes and the agreement to be legally bound by the same.

1. PLATFORM SERVICES

You acknowledge that the Platform is a web service that allows You to avail the services directly from the Company Monech and Legacy Now including their products and services and facilitate communication with them for such services, and other mutual fund and general investment-related information. The Company hereby grants You, a limited, non-exclusive, non-transferable, royalty free license to use the Platform for the purposes of availing the services from MONECH, collectively hereinafter referred to as (the “**Platform Services**”).

The services include:

- 1.1. Use of Platform in creating a Legacy for a User in assisting in creation of Will.
- 1.2. Use of the Platform in passing the Legacy from the Deceased to their family member including all legal compliances.
- 1.3. Maintain a record of Your personal information and financial transactions in a secure and confidential manner; and
- 1.4. Promptly and efficiently respond to your queries relating to Your Account.

As part of the Platform Services provided to You, after availing such services, You agree to provide honest feedback/review about the concerned Platform Service, if required by the Company, Monech.

In case of any dissatisfaction with the Platform Services, You shall first file a formal complaint with the customer service of the Company and/or Monech, as may be applicable, prior to pursuing any other recourse. The complaints can be lodged at legacy@monech.com and upon lodging a complaint You agree to provide complete support to the customer service team with such reasonable information as may be sought by them from You. The decision of the Company and/ or Monech, as may be applicable, on the complaints shall be final and You agree to be bound by the same.

2. USE OF THE PLATFORM

2.1. YOU agree that:

- a. All registration information you submit is truthful, complete and accurate and you agree to maintain accurate, complete and up-to-date account information in your Account.
- b. You are responsible for all activity that occurs under your Account. Unless otherwise permitted by Monech in writing, you may only possess one Account.
- c. You are responsible for maintaining the confidentiality of the access credentials of your account and are fully responsible for all activities that occur under your Account.
- d. You agree to immediately notify us of any unauthorized use of your passcode or Account or any other breach of security.
- e. Your use of the App, or its content is only for personal purposes. By using the App Services, You hereby agree that you are aware and responsible for all transactions taking place through your Account.
- f. You shall not access or use the App in any manner that may be harmful to the operation of the App or its content.
- g. You shall not use any product or service available on the App for commercial purposes, or use the App Services in any way that is unlawful, or harms Monech or any other person or entity.

- h. Your use of APP shall indicate that you have provided consent to automatically receive requested updates such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, 'Updates'), for the purpose of effective delivery of the App Services.
- i. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

2.2. Further, You undertake not to:

- a. defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- b. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- c. copy, republish, post, display, translate, transmit, reproduce or distribute any content on the Platform through any medium without obtaining the necessary authorization from the Company;
- d. upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- e. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
- f. engage in any activity that interferes with or disrupts access to the Platform (or the servers and networks which are connected to the Platform);

- g. attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of the Company's server, or through the Platform, by hacking, password mining or any other illegitimate means;
- h. 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, the Platform, to its source, or exploit the Platform or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Platform;
- i. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
- j. collect or store data about other Users in connection with the prohibited conduct and activities;
- k. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- l. violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- m. violate the Terms of Use contained herein or elsewhere; and
- n. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

3. ELIGIBILITY

By registering with MONECH and using the App Services, you are representing the following:

- a. You are 18 years of age or older;
- b. You are capable of entering into a legally binding agreement; and
- c. You are not barred or otherwise legally prohibited from accessing or using Monech & the App Services.

If you allow anyone to use your account, including individuals under 18 years of age, you will still be responsible for ensuring that such individuals comply with the terms. You will be responsible for all actions these individuals take in and/or through your account. You also acknowledge that Monech does not have the responsibility of ensuring that you meet the aforesaid requirements. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes.

4. VIOLATION OF TERMS

If we believe that you have violated any of the conditions as mentioned under these Terms or our Privacy Policy, we reserve the right to suspend your access to the App and/or delete your Account without prior notice to You. If we have reason to believe that there is suspicious or unusual activity being carried out through your account, we may temporarily or permanently suspend your access to the App Services. You may reach out to the MONECH support team to assist you with any query or question arising as a result of the afore-mentioned suspension/deletion to resolve the same.

5. COLLECTION OF DATA

The Company for the purpose of rendering its services, collect personal information such as:

- a) Demographic data of the user as well as the family members provided the user provides such information on their own will.
- b) Identity documents of the user such as Aadhar, Pan, Passport, Voter Id, Driving license.
- c) Financial data of the user across all asset and liability types.
- d) Information entered by the users while creating Will.
- e) Reading phone book of the user to source contacts from it

*Collection of any data except demographic is totally dependant on the user's willingness to record it in the app

6. FEES

You are responsible for any fees or service charges that may be applicable to transactions or services or use of the App; where you will be notified of such applicable fees, prior to initiation of services and at the time of entering the contract with Client/ Customer. Only if you consent to paying the above-mentioned fees, shall the transaction go ahead. All fees shall be determined by Monech.

Monech shall in addition to service charge or fees mentioned above will charge any fees related to Court proceedings, lawyer fees, CA Fees, filing charges, stamp duty and all other charges payable in lieu of the service to third party or administrative departments or courts or any concerned entity as shall be disclosed at the time of signing contract with the Client/ Customer.

7. REFUND POLICY

You are responsible for all the information you input in your Account, including the correctness of details for payment of your service charges and all other charges. Monech shall not be responsible for any payment for an incorrect payment from your account.

For detailed Refund Policy, visit our Refund Policy page.

8. INTELLECTUAL PROPERTY RIGHTS

The Platform and all information, content, materials, products including, but not limited to text, content, photographs, graphics, texts, video and audio content and computer code (“**Content**”) on the Platform is owned and controlled by the Company and the design, structure, selection and feel and arrangement of the Content is protected by copyright, patent and trademark laws and other various intellectual property rights either in the favour of the Company, MONECH or third parties from whom the appropriate permissions have been taken under applicable laws.

MONECH and its licensors, if any, are the sole owners of the underlying software and source code associated with the App Services and all the trademarks, copyright an any other intellectual property rights of any nature in the Product.

Further, You understand and accept that all information, except Your personal information and other data submitted by You for the purposes of transacting on the Platform, through the Platform shall be deemed the property of the Company, and the Company shall be free to use any ideas, concepts, know-how or techniques provided by You on the Platform, in any manner whatsoever.

9. PRIVACY POLICY

At MONECH we are strongly committed to protecting the personal and financial information that you submit to us. This information is provided when you register to receive certain services or products. The personal information we get from you will help us provide you with improved services and products that match your needs as closely as possible.

We collect, hold, use and transfer your personal data in accordance with our Privacy Policy. By agreeing to the Terms of Use, you hereby agree to our Privacy Policy, which may be updated and/or modified by us from time to time. You understand and agree that, to the extent permitted by applicable law, any data provided by you in connection with the App Services may be shared with our affiliates or partners, and/ or used by us for enhancing the App Services, including but not limited to creating new products.

Please refer to the Privacy Policy for further clarity on the subject.

10. COOKIES AND TECHNOLOGIES

A cookie is a small data file that certain Websites write to your hard drive when you visit them. Cookies cannot be used to run programs or deliver viruses to your computer. A cookie file can contain information such as a user ID that the site uses to track the pages you've visited, but the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites.

However, at Monech we don't use any cookies

11. USE OF ACCESS LOG FILES

We gather and store certain information i.e. IP address, browser type (e.g. Internet Explorer, Chrome, Firefox, Safari etc.), the date and time of your visit and the pages on our website number of pages viewed etc. in order to provide better service for our users. We use the information to get page view statistics, to analyse trends and better understand the usage of the site, and for system administration purposes. This information cannot and does not identify you personally

12. COMMUNICATION

When You use the Website 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.

13. INDEMNITY

You agree to defend, indemnify and hold harmless Company and the Company's parents, subsidiaries, affiliates, employees, co-branders, licensors, licensees, consultants, contractors, third parties and their respective officers, owners, partners and employees, from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs or debt, and expenses (including any legal fees) arising from:

- i. your signing and use of to the App;
- ii. your violation of any of these terms and conditions and related policies;
- iii. your violation of any third party right, including any intellectual property right or privacy right;
- iv. the committing of any of the prohibited activities as stated here explicitly and as what can be inferred from the terms stated herein;

- v. your failure to be in compliance with applicable law of land, including tax regulations; or
- vi. any claim that your use of the App caused damage to a third party.

14. DISCLAIMER

The information contained in this website is for general information purposes only. The information is provided by MONECH and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arise out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of MONECH. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, MONECH takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

15. DISPUTES, GOVERNING LAW AND JURISDICTION

The App, the App Services, all your transactions with the App, and our relationship shall be governed by the laws of India, without regard to conflict of law principles. You agree that all claims, differences and disputes which we may have shall be subject to the exclusive jurisdiction of the competent courts located in Mumbai.

Any disputes arising out of any communication or use in relation to this app or MONECH shall be submitted to final and binding arbitration at the request of the disputing Party upon written notice to the other.

16. CHANGES TO OUR TERMS AND POLiCIES

We reserve all rights to change this Website and/or alter the terms and conditions of these terms and conditions at any time and retain all rights to deny access to anyone who the company believes has violated the provisions of these terms.

MONECH will post those changes on the APP and the WEBSITE to keep You aware of what information we will collect, how we will use it and under what circumstances MONECH may disclose it. Changes to these policy are effective from the day they are posted on this page.

You are advised to visit our website to keep yourself aware of any changes to this policy.

17. CONTACT US

If you have any concerns, complaints or grievances about the terms or other users or their manner of use of the application infringe or violate your rights or any complaints about how we handle your personal information, please feel free to contact the Grievance Officer any time at:

Email: hello@monech.com