Terms of Use

This website https://www.incredassetmanagement.com/alternatives/gift-city/ and other related internet-based applications (collectively referred to as "website" or "services") owned and operated by InCred Alternative Investments Private Limited, a company incorporated under the Laws of Republic of India having its registered office at Unit no.1203, 12th floor, BWing, The Capital, Plot no. C-70, G- Block, Bandra Kurla Complex, Bandra East, Mumbai - 400 051 and InCred Alternative Investments Private Limited (IFSC Branch) located in GIFT SEZ, Gift City (Gujarat International Finance Tec-City, Special Economic Zone) Gandhinagar, Gujarat is registered as Fund Management Entity (Non-Retail) (Hereinafter referred to as "we", or "us" or "our" or "InCred ALTS" or "FME").

These general Terms of Use (hereinafter referred to as the "Terms") shall constitute a valid and binding legal agreement between us and the user of our website/services (hereinafter, where the context so requires, "you" or "user" are referred to interchangeably).

Users of this website or services offered by us are requested to read these terms before registering, accessing, browsing, downloading or using anything from the website by accessing or while using the website or the services.

You understand and agree that InCred ALTS will treat your use of the website or services as acceptance of these Terms of Use.

Users, please take note that any statements made on our website shall not be construed as a promise for grant of any services.

A. Introduction

1. The Terms are governed by the provisions of the applicable Indian laws, the rules, regulations, guidelines, and clarifications framed thereunder, including but not limited to:
    - The Indian Contract Act, 1872; o The Information Technology Act, 2000
    - The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011
    - The Information Technology (Intermediaries Guidelines) Rules, 2011
2. These Terms and your activity under these Terms are an electronic record as per the (Indian) Information Technology Act, 2000 and these Terms being electronically generated by a computer system does not require any physical or digital signatures.

3. InCred ALTS reserves the right to modify these Terms and other policies applicable in general and to specific areas of our Services or to a particular service which shall also be considered as part of these Terms, at any time without giving you any prior notice and such changes shall be binding on you.
4. You shall revisit these Terms from time to time to stay abreast of any changes that we may introduce to these Terms. Your use of our Website or Services pursuant to any such modification shall be treated as your acceptance to follow the modified Terms as applicable.
5. By using our website, you agree to these Terms. Further you represent and warrant to us that:
    a. You are a person who is not barred or otherwise legally prohibited from receiving or using the Website or Services under the laws of the country in which you are resident or from which you access or use the Services.
    b. You are a resident of the Republic of India.
    c. You shall not impersonate any person or entity or falsely state or otherwise misrepresent age, identity or affiliation with any individual or entity
    d. Notwithstanding anything contained herein you agree that:
        i. InCred ALTS reserves the right to deny your registration/access as a User and deny Services without assigning any reason whatsoever.
        ii. The information contained in this Website or Services does not constitute any advice or recommendation with respect to such financial instruments. You understand that the objective is to give you information for making informed decisions and to compare with similar Services. Any and all information provided is therefore for general information purposes only.
        iii. You have also understood we advise that independent professional advice is obtained before you purchase any product and Service.
6. By using the Website or Services, you grant consent to InCred ALTS to the use of your information as outlined by InCred ALTS in its Privacy Policy. You understand that this Website uses cookies; by using this Website, you agree to these Terms and consent to InCred's use of cookies in accordance with the terms of InCred ALTS's Privacy Policy.
7. InCred ALTS may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with InCred ALTS, and any inconsistencies among the different versions will be resolved as per the English version.

B. Using the website/ services

1. Acceptance: By using the Services, you agree to unconditionally accept and agree to comply with and be bound by these Terms. Subject to the aforesaid InCred ALTS grants you permission to use the Website or Services subject to the restrictions in these Terms. Your use of the Services is at your risk.
2. User Account: You may create a User Account ("Account" or "User Account") and provide certain information about yourself to use some of the features of the Services that are offered through the Website or Services. You agree that you are solely responsible for maintaining the secrecy of your passwords, login and account information for using the Services. You are also responsible for all activities that occur in connection with your Account. You agree to notify InCred ALTS immediately of any unauthorized use of your Account. InCred ALTS reserves the right to close your Account at any time for any or no reason. Also, you shall not create multiple Accounts. You agree not to use the Services for any purpose that is unlawful, illegal or forbidden by these Terms, or any local laws that might apply to you. When you create a User Account, you will be additionally required to accept the specific terms and conditions for expressing your interest to for availing various services.
3. Submission of Information: While creating your User Account you will be asked to provide certain information, which is mandatory. Also, there will be other details, which you can provide at your discretion. In both cases, we may ask you to provide complete and accurate information about yourself to bolster your credibility. You confirm and warrant to InCred ALTS that the details submitted by you are accurate and correct and InCred ALTS can rely on it for providing the Services sought by you through the Services.
4. Communications: If you create a User Account, you agree to receive certain communications in connection with the Website or the Services. By using the Services and/or registering yourself at InCred ALTS's Services you authorize InCred ALTS, InCred ALTS's affiliates, InCred ALTS's associates, partners to contact you via email or phone call or SMS and offer you their services for the product you have opted for, imparting product knowledge, offer promotional offers running on website & offers offered by the associated third parties, for which reasons, as well

   as web aggregation**. Irrespective of the fact that you have registered yourself under DND or DNC or NCPR service, you still authorize InCred ALTS to give you a call from us, InCred ALTS's affiliates, InCred ALTS's associates, partners for the purposes mentioned above.** InCred ALTS may also pass your information to third party financial services companies for the purpose of them to inform you about their services or products.
5. Service Fee: You agree that you shall pay a fee for the Services as per terms of the specific services provided by InCred ALTS. The fee once paid shall be non-refundable, unless agreed by InCred ALTS in writing. The payment of fee or application made in Services does not assure you a grant of a loan or other Services mentioned on our Website; the same will be subject to the satisfaction of other formalities required for the specific Services.

6. Availability of Website or any Services: InCred ALTS's Website or Services may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

C. Grant of authority

1. InCred ALTS may as a result of your interaction with the Services, hold and process personal information obtained about you. When you access the Services and provide information the same will be deemed as your authorisation to InCred ALTS:
    i. To use it for making lending decisions or decision to provide any Services
    ii. To other service providers for offering various products and services which you may need
    iii. For fraud prevention and debt collection iv. To understand your financial needs
    v. Servicing InCred ALTS relationship with you and to conduct InCred ALTS's business and to provide you with better customer services and products
2. You grant InCred ALTS authority to pass such information to other agents as permitted by law so that they may do the same and they may pass information held by them about you to InCred ALTS so that InCred ALTS may do the same.
3. InCred ALTS will not disclose any such information outside of InCred ALTS except as mentioned above other than for fraud prevention purposes and/or if required/obliged by law or Governmental or judicial bodies or agencies or to InCred ALTS's regulators under proper authority, or under a strict code of secrecy to sub-contractors or persons acting as InCred ALTS's agents or where InCred ALTS have your consent or have previously informed you.
4. By consenting to these Terms, you hereby grant InCred ALTS authority, power and also authorize InCred ALTS or InCred ALTS's authorized representatives to do all acts on your behalf as may be necessary for the purpose of providing the Services sought by you through the options available in InCred ALTS's Services.

D. Proprietary rights

1. You do not have the right to use any of InCred ALTS's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to copy and use the software, text, images, graphics, video, and audio used on this Services ("Content"). You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services. You will not copy or transmit any of the Services.

2. InCred ALTS neither represents nor warrants that your use of materials displayed on the Website/Services will not infringe rights of third parties.

E. Prohibited conduct

1. By using InCred ALTS's Services you agree that you shall not host, display, upload, modify, publish, transmit, store, update or share any information that:

    a. use InCred ALTS's Website and Services for spamming or any other illegal purposes

    b. Infringe InCred ALTS's or any third party's intellectual property rights, rights of publicity or privacy.

    c. post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person

    d. post or transmit any message, data, image or program which violates any law

    e. refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to InCred ALTS;

    f. remove, circumvent, disable, damage or otherwise interfere with security related features of the InCred ALTS's Services or features that enforce limitations on the use of InCred ALTS's Website and Services;

    g. upload any content that constitutes negligent advice or contains any negligent statement, an incitement to commit a crime or contains instructions for the commission of a crime or the promotion of criminal activity; or any content which is in contempt of any court, or in breach of any court order; or discriminates on the basis of age, sex, religion, race, gender; harassing, invasive of another's privacy, blasphemous; in breach of any contractual obligations or depicts violence or is pornographic, paedophilic, obscene, suggestive or sexually explicit; or consists of or contains any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; or constitutes spam; or is grossly harmful, offensive, deceptive, fraudulent, threatening, abusive, hateful, harassing, antisocial, menacing, hateful, discriminatory or inflammatory; or causes annoyance, inconvenience or needless anxiety to any person; or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or harm minors in any way or otherwise unlawful in any manner whatever; upload any content that threatens the unity, integrity, defence, security or sovereignty of any country, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any nation;

    h. belongs to another person and to which you do not have any right (including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or

encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force);

i. Deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

j. 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 cognisable offence or prevents investigation of any offence or is insulting other nation;

k. upload any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

l. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of InCred ALTS's Website and Services or any part thereof or infringe any patent, trademark, copyright or other proprietary rights;

m. use InCred ALTS's Website and Services in any manner that could damage, disable, overburden, or impair, including, without limitation, using InCred ALTS's Website and Services in an automated manner;

n. modify, adapt, translate or create derivative works based upon InCred ALTS's Website and Services or any part thereof;

o. intentionally interfere with or damage operation of InCred ALTS's Website and Services or any other User's use of InCred ALTS's Website and Services, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features

p. use any robot, spider, other automatic devices, or manual process to monitor or copy InCred ALTS's
Website and Services without prior written permission of InCred ALTS

q. interfere or disrupt InCred ALTS's Website and Services or networks connected in addition to that

r. take any action that imposes an unreasonably or disproportionately large load on InCred ALTS's infrastructure/network

s. use any device, software or routine to bypass InCred ALTS's Website and Services robot exclusion headers, or interfere or attempt to interfere, with InCred ALTS's Website and Services;

t. forge headers or manipulate identifiers or other data to disguise the origin of any content transmitted through InCred ALTS's Website and Services or to manipulate your presence on InCred ALTS's Website and Services

u. use the facilities and capabilities of InCred ALTS's Website and Services to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others; breach these
Terms or any other policies of InCred ALTS

v. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

w. provide false, inaccurate or misleading information to InCred ALTS's Website and Services

x. use InCred ALTS's Website and Services to collect or obtain personal information, including without limitation, personal information about other Users of InCred ALTS's Website and Services.

2. Although InCred ALTS may from time to time monitor or review postings, transmissions, and the like on the Website, InCred ALTS is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website.

3. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

4. InCred ALTS retains the right to remove any such posting and will fully cooperate with any law enforcement authorities or court order requesting or directing InCred ALTS to disclose the identity of anyone posting any such information or materials.

F. Display/ advertisements/ web links

1. InCred ALTS has not reviewed any sites that may be linked to the Services and is not responsible for the content of any off-site pages or any other sites linked to the Website. Your linking to any other off-site pages or other sites is at your own risk.

2. InCred ALTS's display on or through the Services of various services or product options offered by third parties does not in any way imply, suggest, or constitute any sponsorship, recommendation or approval or advise of InCred ALTS of any such third parties or their products.

3. You agree that InCred ALTS is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties. Your interaction with any third party accessed through the Services is at your risk, and InCred ALTS will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.
4. You agree that you may need to agree with terms and condition of such third parties by accessing their Services and the same will be at your sole risk and responsibility. Further, the obligations that may arise by you accessing their Services will be at your sole risk and responsibility.

G. Inaccuracies

While InCred ALTS uses reasonable efforts to include accurate and up to date information on the Website, InCred ALTS makes no warranties or representations as to the Website's accuracy. InCred ALTS disclaims all liability for the accuracy, completeness, or correctness of such information.

H. Security

While InCred ALTS uses reasonable efforts to safeguard the security of the Website, there can be no guaranty that such safeguards will successfully prevent unauthorized alterations in the content or functionality of the Site. InCred ALTS assumes no liability or responsibility for any unauthorized changes in the content or functionality of the Website/Services.

I. Disclaimer of warranty

The Services and all content and services provided on the Services are provided on an "as-is" and "as-available" basis. InCred ALTS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. InCred ALTS makes no warranty, and expressly disclaims any obligation, that:

1. The content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances.
2. The services will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis
3. The results that may be obtained from the use of the services or any services offered through the site will be accurate or reliable.

4. The quality of any products, services, information, or other material obtained by you through the services will meet your expectations.

J. Limitation of liability

InCred ALTS (including its officers, directors, employees, representatives, affiliates, and providers) will not be responsible or liable for:

1. Any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation any lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with
    i. Any failure or delay (including without limitation the use of or inability to use any component of the Website),
    ii. ii. Any use of the Services or content,
    iii. The performance or non-performance by InCred ALTS or any provider, even if InCred ALTS have been advised of the possibility of damages to such parties or any other party.
2. Any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Services or your downloading of any content from the Services.

K. Use information on this Website

Except as expressly permitted by these Terms, no portion of the information on this Website may be reproduced in any form, or by any means, without InCred ALTS's prior written permission.

L. Governing law and jurisdiction

1. The laws of India, without regard to its conflict of laws rules, will govern these Terms, as well as your and InCred ALTS's observance of them.
2. If you take any legal action relating to your use of the Services or these Terms, you agree to file such action only in the courts located in Mumbai, India

M. Details of grievance officer

1. In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer are as provided below:

	InCred Alternatives Investments Private Limited	InCred Alternative Investments Private Limited (IFSC Branch)
Name	Ms. Shivani Janjirkar	Ms. Purvi Shah
Address	1203, B Wing, The Capital, Bandra Kurla Complex, Mumbai, Maharashtra, 400 051	Office no. SI-M-021, Unit B, First Floor, Shilp Incubation Centre, Plot 11 T3 & 11 T5, Block 11, GIFT City, Gandhinagar, Gujarat – 382050
Phone	022 6844 6100	9953500360
Email id:	aif.compliance@incred.com	giftcity.compliance@incredalts.com

2. If the matter is not resolved at the first instance by the Grievance Officer, then the same may then be settled by arbitration by a single Arbitrator appointed by InCred ALTS. The arbitration shall be held, in Delhi, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of Arbitration shall be in English.

N. Breach of the Terms

Without prejudice to InCred ALTS's other rights under these Terms, if you breach these Terms in any way, or if InCred ALTS suspect that you have breached these Terms in any way, InCred ALTS may

a. Send you one or more formal warnings
b. Remove any non- compliant information
c. Temporarily suspend your access to InCred ALTS's Website and Services
d. Permanently prohibit you from accessing InCred ALTS's Website and Services
e. Block computers using your IP address from accessing InCred ALTS's Website and Services
f. Contact any or all of your internet service providers and request that they block your access to InCred ALTS's Website and Services
g. Commence legal action against you, whether for breach of contract or recovery of amounts due or damages or otherwise
h. Suspend or delete your account on InCred ALTS's Website and Services.

Further, upon receiving actual knowledge in the form of an order by a Court of competent jurisdiction or on being notified by the Appropriate Government or its agency under clause (b) of sub-section (3) of Section 79 of the Information Technology Act, 2000, InCred Wealth shall remove or cause to be removed and not host, store or publish any unlawful information, which is prohibited under any law for the time being in force in

relation to the interest of the sovereignty and integrity of India; security of the State; friendly relations with foreign States; public order; decency and morality; in relation to contempt of court; defamation; incitement to an offence relating to the above, or any information which is prohibited under any law for the time being in force.

O. Feedback

1. Your feedback makes the use of InCred ALTS's Website and its Services better; please feel free to share it with InCred ALTS on giftcity.complaince@incredalts.com. Unless specifically admitted by InCred ALTS or as required by law all feedback shall be non-confidential in nature.
2. InCred ALTS will assume no responsibility for reviewing unsolicited ideas and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future programs of InCred ALTS.
3. Please do not reveal trade secrets or other confidential information in your messages to InCred ALTS. Any and all rights to materials submitted to InCred ALTS become the exclusive property of InCred ALTS.

P. Miscellaneous

1. You hereby agree that InCred ALTS may assign, transfer, sub-contract or otherwise deal with InCred ALTS's rights and obligations under these Terms. You may not, without InCred ALTS's prior written consent, assign, transfer, subcontract or otherwise deal with any of your rights and obligations under these Terms.
2. If InCred ALTS fails to act on your breach or anyone else's breach on any occasion, InCred ALTS is not waiving InCred ALTS's right to act with respect to future or similar breaches.
3. If any of these Terms is found to be unenforceable or invalid by a court, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will continue to remain valid and enforceable.
4. These Terms, together with those agreements made a part of these Terms by reference, make up the entire agreement between InCred ALTS and you relating to your use of the Services, and replace any prior understandings or agreements (whether oral or written) regarding your use of the Website/Services.
5. In any such action or for any action InCred ALTS may initiate, InCred ALTS will be entitled to recover all legal expenses incurred in connection with the legal action, including but not limited to costs, both taxable and nontaxable, and reasonable attorney fees.

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