

TERMS OF USE POLICY

This Terms and Conditions of Use (the “**Terms of Use or “Conditions”**”) describe the terms and conditions applicable to your (“**You”, “Your”, and “User”**”) access and use of the website (<https://vinodkothari.com>) (“**Website**”) operated by and run by Vinod Kothari Consultants Private Limited (Financial Consulting Firm) /Vinod Kothari and Company (Firm of Practicing Company Secretaries) (“**We, “Our” and “Us”**”). You accept these Conditions by using the Website or accessing any content (“**Information**”) available through the Website, including Our Content therein.

1. Applicability

1.1. The Policy solely applies to users accessing our Website. The Policy does not apply to interactions undertaken by Us or by Our clients/potential clients outside the purview of the Website. Such client/potential client interactions would be as agreed between the parties.

2. Uses of Website

2.1. Information rendered on the Website is completely academic in nature, written and uploaded at different points of time; and thus, may not be updated. The Website is merely a source of general information only and We do not claim that the information contained therein is accurate or complete.

2.2. We may make changes to the Website and content maintained therein without any prior notice.

3. Conditions of Use

3.1. By using or visiting Our Website or transmitting the information, you the user will not be entitled to any of the client services and/or privileges we offer to Our clients, unless you specifically approach us for the same.

3.2. We will use the information provided by you or otherwise obtained by us for the purpose of:

3.2.1. developing new services on the Website,

3.2.2. improving the existing services on the Website,

3.2.3. providing legal updates, newsletters and other publications to you for informational purposes,

3.2.4. complying with our legal obligations.

3.3. We shall process the information on the basis of your consent, performance of a contract, compliance with a legal obligation or legitimate interest unless required by the applicable law.

4. Protection of Privacy

4.1. You may be required to provide certain basic personal information, namely, name, e-mail, and contact number, etc. if you wish to interact on the Website in a particular manner, say, for example, in case you wish to post a comment, or you wish to subscribe to our broadcast mailers, newsletters, updates, announcements, etc.

4.2. Further, our Website automatically captures certain information automatically when you visit the Website. This information does not reveal your specific identity (like your name or contact information) but may include device information and usage information such as

your Internet Protocol (IP) address, browser / device characteristics, operating system, referring URLs, country and other technical information.

- 4.3. We do not collect any financial information. However, we might use the services of third-party payment service providers to facilitate you to make payments for certain services like workshops, training, etc. Such third parties may collect and deal with such information as may be required by them, in accordance with laws applicable to them.
- 4.4. You may request for the following:
 - 4.4.1. request details or removal of the personal data concerning you, and to have your personal information rectified or corrected if it is inaccurate or incomplete;
 - 4.4.2. withdraw your consent and to object to or request restrictions on further processing of your data
- 4.5. We shall endeavor to respond to your request at the earliest possible opportunity. However, please note that the legal rights available with you may be limited in certain cases.

5. **Limitation of Liability**

- 5.1. We shall not be liable or accept any liability for any loss or damage caused by relying on the information published on the Website.
- 5.2. We further do not assume any liability for any hyperlinks or external links to third party information or content is an endorsement or referral on Our part.
- 5.3. The Website may engage certain third parties, for the purpose of technology, maintenance, support, payment services, etc. Any data collected by third party tools/service providers for the functioning of the Website are governed by the privacy policy of the respective party(ies)

6. **Miscellaneous**

- 6.1. By providing information on this website, you consent to the collection, use and disclosure of such information in the manner set out in this Policy, including but not limited to the disclosure of such information to third parties in accordance with the terms hereof.
- 6.2. The information provided on the Website is posted on an as is basis and therefore we do not warrant either express or implied as to the accuracy, completeness and reliability for any purpose(s).
- 6.3. We do not represent or warrant that the website will be accessible to You at all times without interruption or delay
- 6.4. We shall not disclose, give or distribute any personal information to third parties. However, we may disclose your personal information to third parties where:
 - 6.4.1. You have consented to us sharing your personal information to third parties
 - 6.4.2. We are under the law, regulatory and professional obligation to do so in order to comply with the applicable laws
 - 6.4.3. Third party service providers are engaged by us for processing your personal information.
- 6.5. We will not store the personal data of users longer than necessary to achieve the purpose stated in this Policy, or to comply with the laws or regulations.
- 6.6. We offer services to clients who solicit such services from us, and the terms and conditions, including commercial terms, are as mutually agreed. For certain services like workshops,

training, etc., the terms would be as stated in the information brochure, subject to our further discretion to amend, vary, or modify any such terms.

- 6.7.** For services like workshops, training, etc., we might engage the services of third-party payment service providers, to collect payments against workshop fee, etc.
- 6.8.** We reserve the right to terminate or suspend the access of any User to the Website if the circumstances warrants.
- 6.9.** The Terms of this Policy are governed by the laws of India without giving effect to any principles of conflict of laws.