

Welcome to Fello!

We at Fello Technologies Private Limited (“we”, “us”, “our”, or “Company”) have developed the Fello mobile application and website (“Fello Platform”) for you.

What is this document? This document captures the terms (“Terms”) on which we are offering the Fello Platform to you. It covers the nature of our service, when and how you can use it, and other rights and obligations that govern our relationship with you.

Who do these Terms apply to? It applies to anyone who visits the Fello Platform, or create an account on the Fello Platform (“users”, “you” or “your”).

Why should you pay attention? By accessing or using the Fello Platform, you are bound by these Terms. You acknowledge our rights and agree to adhere to your obligations set-out here.

Should you read the entire document? Absolutely. These Terms constitute a legally binding agreement, so please read them carefully before using the Fello Platform. For your ease, we have provided summaries of some crucial Terms. But, in case of any conflict between the summaries and these Terms, the Terms will prevail.

Can these Terms change? Yes. We may revise these Terms as well as update the Fello Platform from time to time, so please keep visiting this page regularly. If you do not agree with any part of these Terms, please stop using the Fello Platform immediately.

Can you raise a concern? Definitely. If you have any queries or concerns regarding these Terms or the Fello Platform, please contact our Grievance Officer (see Clause 11 for details).

1. OUR SERVICES

	We make savings and investments easy, fun, and rewarding! If you are making an account with us, make sure you are above 18 and legally competent to do so.
--	--

- 1.1. *Nature of our service:* We allow you to save and invest in third-party financial products listed on the Fello platform, and give you such features that help you keep track of your savings and investments. For every saving or investment you make, we incentivise users by giving them free entry to games hosted on the Fello Platform. Our services are elaborately covered in Clause 2 (*Savings and Investments*) and Clause 3 (*Games and Contests*) of these Terms.
- 1.2. *Eligibility:* You may use our services only if you are legally permitted to do so under applicable laws. If you are under 18, unsound, intoxicated or otherwise “incompetent to contract” under the Indian Contract Act 1872, you are not eligible to use the Fello Platform.
- 1.3. *Creating a Fello account:* To use the Fello Platform, you must create an account with us (“Fello Account”). We will ask you for your mobile number, which we will authenticate using a one-time password. We may also need your name, email-id, age, residential address, and such other information or documents we think is necessary to create a Fello Account for you. If you want to subscribe to any financial product, we

will ask you information and documents as per Clause 2.3 (*Savings and Investments*) of these Terms.

- 1.4. *Disclaimer:* The Fello Platform and our services are being provided to you on an “as is” and “as available” basis without any warranty or condition. Our service and your access to the Fello Platform may not always be uninterrupted or error-free. In case you face any direct, indirect, or consequential loss or damage from your use or inability to use the Fello Platform, we are not liable.

2. SAVINGS AND INVESTMENTS

	We only list and enable you to invest in financial products. We do not offer them on our own. Read the terms of our partner AMC and Gold Supplier thoroughly before investing. We are not liable for their actions or products.
--	---

2.1. *Listing of financial products*

- We are registered as a mutual funds distributor under the Association of Mutual Funds in India (AMFI), a government organisation under the purview of the Securities and Exchange Board of India (“SEBI”), and are legally permitted to list financial products.
- We partner with asset management companies (“AMCs”) to show financial products offered by them on the Fello Platform. These products are selected on the basis of your risk profile, their historical performance, and their potential to give you more returns than a traditional savings bank account.
- We also partner with gold suppliers (“**Gold Supplier**”) to list their gold accumulation plans on the Fello Platform.

2.2. *Facilitating savings and investments:* We enable you to subscribe and redeem mutual fund units and gold accumulation plans from our partner AMCs and Gold Suppliers. Based on your preference, you can select any financial product on the Fello Platform and we will pass on your funds (and related documents/instructions) to the respective AMC or Gold Supplier.

2.3. *KYC verification*

- Before you start investing through the Fello Platform, we will do a know your customer (“KYC”) verification. This verification will be conducted as per applicable law and the terms and conditions of our partner AMC/Gold Supplier.
- We will assist our partner AMC/Gold Supplier in the KYC verification process and may help third-parties service providers in the KYC process. We (or the service provider) may ask you for either of these documents for KYC verification: (a) PAN card; (b) Aadhar card; (c) occupation; (d) salary bracket; (e) bank account details, or any other information or document needed for KYC verification.
- Once your KYC verification is complete, you will be eligible to save and invest in financial products listed on the Fello Platform.

2.4. *Deposit of funds*

- To save or invest in any financial product, you can use the different payment modes (like UPI and IMPS) available on the Fello Platform.
- Any amount you transfer using the Fello Platform will go to the respective bank account of our partner AMC or Gold Supplier, either directly or through payment intermediaries. At no point of time, do user funds come to the Company’s bank account.

2.5. *Withdrawal of funds*

- Subject to KYC verification and the terms of our partner AMC or Gold Supplier (as applicable), you can redeem your investment at any time using the Fello Platform.
- As soon as you make a withdrawal request on the Fello Platform, we pass on that instruction to our partner AMC or Gold Supplier who will then deposit the amount in your registered bank account within 2 (two) business days.

2.6. *Acceptance to partner terms:* The financial product you save or invest in using the Fello Platform is provided by our partner AMC or Gold Supplier, and not us. Each AMC or Gold Supplier you deal with will have its own protocols, rules, terms of use, and privacy practices ("**Partner Terms**") to provide you the financial product. You are responsible to understand and follow the Partner Terms yourself. We do not accept any liabilities that may arise from your relationship with the relevant AMC or Gold Supplier, as the case may be.

2.7. *Disclaimers*

- By listing any financial product on the Fello Platform, we do not make any representation, warranty, or guarantee regarding the quality, nature, or bona-fides of the mutual fund (offered by the AMC) or gold accumulation plans (offered by the Gold Supplier), including the security and rate of returns promised by them.
- You agree that our services do not constitute an investment advice and you are solely responsible for your investment decisions. In case you suffer any loss or damage by investing in a mutual fund or gold accumulation plan listed on the Fello Platform, we disclaim all liabilities.
- The information in relation to the mutual funds or gold accumulation plans (including their current and live rates) are received from our partner AMC and Gold Supplier directly. The Fello Platform displays this information on an "as is" basis and is not, in any manner, responsible for the accuracy or completeness of such information either at the time of purchase or redemption.
- The funds you transfer or request to withdraw using the Fello Platform are processed by your bank, our partner AMC/Gold Supplier, and their respective banks and payment intermediaries. We are not responsible in case there is a delay in the transfer of funds or in delivering the financial product you subscribed for.
- We share your information and documents to our partner AMCs and Gold Suppliers through secure channels. However, in case of unauthorized access or any security breach, we assume no liability or responsibility for the disclosure of your information or documents to third-parties.

3. **GAMES AND CONTESTS**

	We reward you with in-game coins when you save and invest. These coins will help you to play Fello Games where you can win Rewards. Read the Game Rules carefully and make sure your state allows such participation.
--	---

3.1. *Nature of games and contests:* We offer promotional games and contests on the Fello Platform to incentivise users and motivate them to save and invest ("**Fello Games**"). All Fello Games are provided by us on an "as is" basis with no guarantee or warranty of continuity. We may choose to modify, replace, abandon, or add any Fello Game on the platform at our discretion.

- 3.2. *Entry to Fello Games:* For every saving and investment made through the Fello Platform, we will offer you a free entry to Fello Games hosted on the Fello Platform. We also give you a free entry to the Fello Games when you refer someone to the Fello Platform in accordance with Clause 7 (*Referrals*). We do not allow users to pay any money or similar consideration to participate in the Fello Games.
- 3.3. *Contest rules:* Each Fello Game is governed by its own rules, instructions, and reward conditions ("**Game Rules**"). The Game Rules for each Fello Game will appear as a link or be displayed on the Fello Platform. Read these Game Rules before participating in Fello Games. We retain the right to modify these Game Rules at any time.
- 3.4. *Rewards:* In line with the Game Rules, if you win at any Fello Game, we will either reward you with cash rewards, discounts, offers, deals, or third-party goods and services ("**Rewards**"). The nature and timeline to disburse the Rewards is at the sole discretion of the Company. You are only eligible to receive the Reward if your Fello account is KYC verified.
- 3.5. *Geographical restrictions:* We may notify, at any point, that users from a particular state or jurisdiction are not eligible to access or participate in some or all the Fello Games.
- 3.6. *Disclaimer*
 - None of the Fello Games are offered to users for money, and hence they do not qualify as "gambling" under Indian law. In case any Fello Game is restricted or prohibited in your state, you are responsible to notify us and avoid participation in such Fello Game.
 - The disbursement of Rewards is at our complete discretion. You do not have any claim or right over any Reward declared by us until it is deposited in your account.
 - We will make deductions under applicable law before disbursing any Reward to you. We are not responsible for any tax implications on you from your participation in the Fello Games or any Rewards we disburse to you. You must obtain an independent tax advice before entering into a Fello Game or receiving any Reward from us.

4. YOUR OBLIGATIONS

	All information you provide us or our partners should be 100% true. Keep your account details safe and make sure you are using the latest version. Do not misuse the platform or infringe any of our intellectual property.
--	---

- 4.1. *Give bona-fide credentials:* The information and documents you provide help us to understand your risk profile and curate our services for you. It is hence crucial that all information you provide to us is true, complete, not misleading and is regularly updated by you. If any part of your information is incorrect, incomplete or misleading, it would be a breach of these Terms and a violation of the law. Please write to our Grievance Officer if you wish to notify us of any incorrect, incomplete or misleading information you have provided us.
- 4.2. *Be responsible:* Please ensure that you keep your mobile device and login credentials safe and secure. You are solely responsible for all activities that occur from your Fello account and all debits or credits to your bank account. If you think someone has gained access to your Fello account, please contact our Grievance Officer immediately.
- 4.3. *No unlawful use:* You agree that you will not use the Fello Platform or our services for any purpose that is unlawful in any jurisdiction or not permitted by these Terms.

- 4.4. *Respect our intellectual property:* You agree to not interfere with or access non-public areas of the Fello Platform. You will not introduce any trojans, viruses, any other malicious software on the Fello Platform. Additionally, you will not probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us. If you tamper or attempt to tamper with our technological design and architecture, we may terminate your Fello account and take relevant legal action against you.
- 4.5. *Keep the Fello Platform updated:* You must ensure that you keep updating the Fello Platform as and when we release new versions of it. Any failure to do so may make you incapable of using the Fello Platform or our services.

5. PRIVACY AND DATA PROTECTION

Our privacy policy (available at [Privacy Policy](#)) explains how we treat your personal data and protect your privacy when you use our services. By accessing or using the Fello Platform, you agree that we can use such data in accordance with our privacy policy.

6. INTELLECTUAL PROPERTY

	All the content and services on the Fello Platform is our intellectual property. You cannot duplicate or commercially exploit it in any manner.
--	---

- 6.1. *Ownership:* The Fello Platform and our services are owned and operated by the Company. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of our services and the Fello Platform is our intellectual property and is protected under applicable laws.
- 6.2. *Limited license:* We give you a limited, non-transferrable, non-sublicensable and revocable license to access the Fello Platform, and avail our services for your own personal and lawful use only.
- 6.3. *Unauthorised social-groups:* We are present on [LinkedIn](#), [Facebook](#), [Twitter](#), and [Instagram](#) on these hyperlinked accounts. Apart from these, we do not have any community or social-groups on any social media platform or website. No one is allowed to create any such group or account using our name or a reference to the Fello Platform. In case any liability arises from the use of such group or account, we disclaim all responsibility.
- 6.4. *No misappropriation:* You agree not to remove, obscure, or alter the Fello Platform or any third party’s intellectual-property affixed or contained on the Fello Platform. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Fello Platform, our services, features or facilities without our prior written permission.

7. THIRD-PARTY CONTENT AND ADVERTISEMENT

- 7.1. We may, from time to time, display offers, advertisements, or links from third parties on the Fello Platform. However, this does not mean we endorse these third parties or warrant and guarantee the quality of goods or services they offer.
- 7.2. If you avail any goods or services of such third parties, such arrangement will solely be between you and the third party. You should avail such goods or services only after understanding the relevant third-party’s terms of use, privacy policies, or any other instructions of purchase.

8. REFERRALS

Refer our platform to others and get Rewards! Make sure you and your referee follow all necessary steps, or both your Rewards will be lost.

- 8.1. *Our referral program:* We encourage you to refer the Fello Platform to your friends, peers, relatives, or anyone who could benefit from our service (“**Referee**”). Each user has a unique referral link which is available on your Fello Platform. You can use this referral link to invite users through messages, social media, or third-party platforms.
- 8.2. *Referral reward:* Both you and the Referee are given Rewards upon making a valid and successful referral. The Rewards are given at our discretion and into your respective accounts on the Fello Platform.
- 8.3. *Conditions to receive referral reward:* Each referral needs to meet certain pre-conditions before you or the Referee is eligible for the Reward. These conditions are available on the Fello Platform which you should refer to every time you make a referral.

9. TERMINATION

You acknowledge and agrees that the Company may, at its sole discretion, without notice, suspend or terminate its services and your access to the Fello Platform, if:

- You engage in any conduct or activities that the Company, in its sole discretion, believes to be violative of these Terms, or is otherwise inappropriate for your continued access to the Fello Platform.
- We learn that the user is dead, bankrupt, or lacks legal capacity to avail our services.
- We are required to do so by applicable law.
- Our partner AMC or Gold Supplier, with whom you availed the financial product, has terminated its relationship with you or has recommended us to block you.
- The provision of our services to You is no longer commercially viable or feasible for us.

10. INDEMNITY

You agree to defend, indemnify and hold the Company, its group entities, vendors, business partners, associates, directors, officers, and employees harmless from any and all claims, loss, liabilities, damages, costs, action, expenses or any liability that they may suffer from your violation of these Terms or your unauthorized use of the Fello Platform.

11. GRIEVANCE REDRESSAL

- 11.1. Any complaints or concerns with regards to the content on Fello Platform, our services, or your disagreement to these Terms, shall be immediately informed, with all the relevant details, to the designated Grievance Officer mentioned below in writing or through email to: manish@fello.in
- 11.2. Our Grievance Officer will take note of your query or complaint as soon possible. You acknowledge that this process might take some time and agree to not hold us liable for any reasonable delays. We will get back to you as soon as possible.

12. GOVERNING LAW & JURISDICTION

- 12.1. *Applicable law:* The Fello Platform, our services, these Terms, and all transactions entered on through the Fello Platform between the user and us will be governed and construed in accordance with the applicable laws of India.
- 12.2. *Jurisdiction:* You agree that all claims, differences and disputes arising under these Terms or from your use of the Fello Platform are subject to the exclusive and competent jurisdiction of the courts in Karnataka . However, if the Company thinks fit,

it may institute proceedings against you in any other court or tribunal having appropriate jurisdiction.

13. FORCE MAJEURE

Without limiting anything in these Terms, under no circumstances shall the Company be held liable for any damage, loss, or suspension of services on the Fello Platform, resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, or any other government regulations, floods, pandemic, lockdowns, storms, electrical failure, civil disturbances, riots.

14. LIMITATION OF LIABILITY

14.1. Availability in other jurisdictions: The Company accepts no liability whatsoever, direct or indirect for non-compliance with the applicable laws of any country other than that of India. In case the Fello Platform is accessed or used, or any of our services can be availed from a country outside India, it will not obligate us to comply with the laws of such country or jurisdiction.

14.2. Timelines to make a claim: To the extent permitted by applicable law, any claim or cause of action arising out of or related to the access or use of the Fello Platform, our services, or these terms must be filed within 3 (three) months from such claim or cause of action arose, failing which such claim will be forever barred and deemed to be waived.

15. MISCELLANEOUS

15.1. Notices: We will send notices and communications to you via. e-mail, letter, telephone, SMS, or any other means that we deem fit, to the address available in our records. The notice or communications will be deemed communicated once it is delivered from our personnel or automated systems. We may also, at our sole discretion, publish notices of general nature, which are applicable to all users and have the same effect as a notice served individually.

15.2. Dispute resolution: If any dispute arises between the user and the Company, in connection with validity, interpretation, implementation or alleged material breach of these Terms or the use of the Fello Platform, both parties will shall endeavour to settle such dispute amicably. In case of failure to resolve the dispute, the Company will be entitled to refer the dispute to arbitration. The arbitration shall be conducted by a sole arbitrator appointed by the Company. The arbitration proceedings will be in English and shall be conducted in Karnataka. It will be governed by the provisions of the Indian Arbitration and Conciliation Act 1996, or any statutory modification as may be then in force.

15.3. No Waiver: Unless waived or specifically agreed in writing by the Company, no action or inaction by us under these Terms will constitute a waiver of our rights or remedies available to us under applicable law.

15.4. Severability If any provision of these Terms is determined to be legally unenforceable or invalid, the remaining provisions will continue in effect. The Company will substitute a provision that most closely approximates the effect and intent of the invalid provision.

15.5. Assignment: You cannot assign or otherwise transfer these Terms, or any rights granted here to any third-party. Our rights, however, under these Terms are freely transferable to any third party without the requirement of seeking your consent.

--xx--