



Terms and Conditions for Assatz LLP Investor's Dashboard

Effective Date: March 12, 2025

Welcome Statement:

Assatz LLP, a limited liability partnership incorporated under the laws of India, invites you to explore a world of fractional ownership opportunities through its Investor's Dashboard ("Dashboard"). These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "Investor") and Assatz LLP, including its SPV (Special Purpose Vehicle) such as Assatz Valley View Pvt Ltd (collectively, "Assatz Entities," "we," "us," or "our"), governing your access to and use of the Dashboard. By accessing or utilizing the Dashboard, you irrevocably agree to these Terms. Should you dissent, we respectfully request that you refrain from engaging with the Dashboard.

1. Definitions and Interpretation

1.1 Definitions:

- Dashboard: The proprietary digital interface developed and maintained by Assatz LLP, accessible via the Platform, enabling Users to monitor and manage their fractional ownership investments.
- Fractional Ownership: A contractual arrangement wherein multiple investors acquire proportionate undivided interests in real property, entitling them to corresponding shares of income and potential appreciation, subject to these Terms and ancillary agreements.
- Platform: The ecosystem comprising the Assatz LLP website, mobile application, and related services, including the Dashboard, as operated by Assatz LLP and its SPVs.
- Assatz Entities: Assatz LLP, the parent entity, and its subsidiaries or special purpose vehicles, including but not limited to Assatz Valley View Pvt Ltd, established for specific projects such as the Hyderabad Resort.
- User/Investor: An individual or entity duly registered with Assatz LLP to utilize the Dashboard for investment purposes.

1.2 Interpretation: Unless context dictates otherwise, singular terms include the plural, and references to clauses pertain to these Terms. Headings are for convenience and do not affect interpretation.

2. Access and User Obligations

2.1 Eligibility: Access to the Dashboard is restricted to persons aged 18 or older, possessing full legal capacity under the Indian Contract Act, 1872, to enter into binding agreements.

2.2 Account Registration: You shall provide accurate, current, and complete information during registration, establishing secure credentials (username and password). Multi-factor authentication may be mandated at our discretion to safeguard your account.

2.3 Security Covenant: You covenant to safeguard your credentials' confidentiality and bear sole responsibility for all activities under your account. Immediate notification to support_investor@assatz.in is required upon suspicion of unauthorized access. Assatz Entities disclaim liability for losses arising from your failure to comply with this covenant.

2.4 Termination Rights: Assatz LLP reserves the unilateral right, exercisable with or without notice, to suspend, restrict, or terminate your access to the Dashboard for breaches of these Terms, suspected fraudulent activity, regulatory compliance, or any reason deemed necessary in our sole discretion, without incurring liability.

3. Data Privacy and Protection

3.1 Collection and Compliance: Assatz Entities shall collect, process, and store personal and financial data in accordance with the Digital Personal Data Protection Act, 2023, and other applicable Indian laws. Our Privacy Policy [insert link] delineates these practices comprehensively.

3.2 Purpose and Sharing: Data shall be utilized exclusively for administering your investments, enhancing Dashboard functionality, and communicating updates, and may be disclosed to third-party service providers bound by confidentiality obligations.

3.3 Security Disclaimer: While we deploy industry-standard encryption and security protocols, Assatz Entities do not warrant absolute security against breaches, cyberattacks, or unforeseen events. You acknowledge and accept these inherent risks.

3.4 User Remedies: You may exercise rights to access, rectify, or delete your data by submitting a written request to support_investor@assatz.in, subject to statutory retention obligations.

4. Data Representation and Warranties

4.1 As-Is Provision: All data, including investment valuations and property metrics displayed on the Dashboard, is furnished on an "as-is" and "as-available" basis. Assatz Entities endeavor to ensure accuracy but expressly disclaim any warranty, express or implied, regarding completeness, timeliness, or reliability.

4.2 Investor Diligence: You are solely responsible for independently verifying Dashboard data prior to making investment decisions. Reliance on such data without verification is at your own risk.

5. Investment Framework

5.1 Fractional Ownership Opportunity: The Dashboard empowers you to oversee your fractional ownership interests in premium real estate assets managed by Assatz Entities. Your proportionate stake entitles you to a share of rental income and potential capital gains, as delineated in your investment agreement.

5.2 Returns and Charges: Periodic distributions, net of management fees (e.g., [X]% per annum) and operational costs, shall be credited per the schedule accessible on the Dashboard. Full transparency of fees is assured in your investment documentation.

5.3 Property Management: Assatz LLP, or its designated agents, shall oversee property operations, including maintenance and tenant management, acting in the collective interest of co-owners.

5.4 Entity Structure: Assatz LLP serves as the parent entity orchestrating the Platform and Dashboard. For designated projects, such as the Hyderabad Resort, Assatz Valley View Pvt Ltd operates as an SPV (Special Purpose Vehicle) exclusively tasked with managing that

asset. Your Dashboard reflects the applicable entity tied to your investment, ensuring clarity and operational efficiency.

6. Risk Acknowledgment

6.1 Inherent Risks: Fractional ownership entails financial risks, including but not limited to market fluctuations, property depreciation, tenant defaults, and total loss of invested capital. Historical performance is not indicative of future outcomes.

6.2 Liquidity Constraints: Investments are subject to a mandatory three (3) year lock-in period commencing from the investment date, during which divestment is prohibited absent express written consent from Assatz LLP. Post-lock-in, divestment adheres to the following priority: (i) Assatz LLP retains the first right of refusal to repurchase shares at a price determined per company policy; (ii) existing co-shareholders hold the second right of refusal on identical terms; (iii) thereafter, you may offer shares on the open market, subject to regulatory compliance and market conditions. In exceptional circumstances within the lock-in period, Assatz LLP may, at its sole discretion, permit divestment following the same priority structure, ensuring stability for all stakeholders.

6.3 No Advisory Role: Data and tools on the Dashboard are informational only and do not constitute financial, legal, or investment advice. You are encouraged to consult independent advisors.

7. Usage Restrictions

7.1 Authorized Use: The Dashboard is intended solely for your personal, non-commercial use in connection with Assatz LLP investments.

7.2 Prohibited Conduct: You shall not engage in activities that compromise the Dashboard's integrity, including unauthorized access, reverse-engineering, or unlawful use. Breaches may result in immediate termination and legal recourse.

8. Communication Protocols

8.1 Notifications: Assatz Entities may disseminate critical updates, alerts, or correspondence via the Dashboard, email, or SMS. You bear the obligation to monitor these channels diligently.

8.2 Support Access: Inquiries or support requests may be directed to support_investor@assatz.in, with responses provided at our discretion.

9. Maintenance and Support

9.1 Service Continuity: Assatz LLP may periodically update or maintain the Dashboard, potentially resulting in temporary interruptions, without liability for resultant inconveniences.

9.2 Support Limitation: Basic support is offered via email; however, Assatz Entities are not obligated to provide bespoke assistance beyond standard operational norms.

10. Disclaimers

10.1 No Implied Warranties: The Dashboard is provided without warranties of merchantability, fitness for a particular purpose, or uninterrupted access, to the fullest extent permitted by law.

10.2 Informational Nature: All content is for informational purposes only, devoid of advisory intent.

11. Limitation of Liability and Indemnification

11.1 Liability Cap: To the maximum extent permissible under Indian law, Assatz Entities shall not be liable for indirect, incidental, consequential, or punitive damages arising from Dashboard use, including but not limited to lost profits, data loss, or investment diminution, irrespective of the cause.

11.2 Force Majeure: Assatz Entities are exonerated from liability for failures due to events beyond reasonable control, including natural disasters, regulatory changes, or technological disruptions.

11.3 Indemnity: You agree to indemnify, defend, and hold harmless Assatz Entities, their officers, directors, and agents from any claims, losses, or liabilities arising from your breach of these Terms, misuse of the Dashboard, or violation of applicable laws.

12. Amendments

12.1 Modification Rights: Assatz LLP reserves the unfettered right to amend these Terms at any time. Revised Terms shall be posted on the Platform and notified via email, taking effect immediately upon posting unless otherwise specified.

12.2 Acceptance: Continued use post-amendment constitutes your irrevocable assent to the revised Terms.

13. Governing Law and Dispute Resolution

13.1 Jurisdiction: These Terms are governed exclusively by the laws of India, without regard to conflict of law principles.

13.2 Arbitration: Any dispute, controversy, or claim arising out of or relating to these Terms shall be resolved through binding arbitration in Delhi, India, pursuant to the Arbitration and Conciliation Act, 1996, under the auspices of the Indian Council of Arbitration. The arbitral award shall be final, and proceedings conducted in English.

13.3 Injunctive Relief: Notwithstanding arbitration, Assatz Entities may seek injunctive relief in any court of competent jurisdiction to protect intellectual property or prevent irreparable harm.

14. Miscellaneous Provisions

14.1 Entire Agreement: These Terms, alongside the Privacy Policy and executed investment agreements, constitute the entire understanding between you and Assatz LLP regarding Dashboard use, superseding all prior representations.

14.2 Severability: Should any provision be deemed unenforceable, the remaining provisions shall persist in full force.

14.3 Waiver: No waiver of any term shall be effective unless in writing and signed by an authorized representative of Assatz LLP.

14.4 Contact Information: For queries or support, contact us at support_investor@assatz.in