

Terms of Use

By visiting our site, you are agreeing to be bound by the following terms and conditions. We may change these terms and conditions at any time. By using this web site or any utility in this web site directly or indirectly you abide by all terms and conditions mentioned herein and that you accept any new or modified terms and conditions that we come up with. If you do not agree to any of the terms mentioned herein, you should exit the site immediately.

1. Registration / Enrolment and Termination

By registering at www.essensinvest.com or by enrolling as its customer, either as a referral partner or as an end investor, directly or indirectly through its referral partners, you certify that the information you provide, now or in the future, is accurate. www.essensinvest.com reserves the right, in its sole discretion, to deny you access to this website or any portion thereof without notice for the following reasons:

A. immediately by www.essensinvest.com for any unauthorized access or use by you.

B. immediately by www.essensinvest.com if you assign or transfer (or attempt the same) any rights granted to you under this User Agreement or any Client Agreement or any Referral partner Agreement that you may have entered with us

C. immediately, if you violate any of the other terms and conditions of this User Agreement Termination or cancellation of this Agreement shall not affect any right or relief to which www.essensinvest.com may be entitled, at law or in equity.

Upon termination of this User Agreement, all rights granted to you will terminate and revert to www.essensinvest.com. Except as set forth herein, regardless of the reason for cancellation or termination of this User Agreement, the fee charged if any for access to www.essensinvest.com is non-refundable for any reason.

2. License

www.essensinvest.com, hereby grants you a limited, non-exclusive, non-assignable and non-transferable license to access Personalised Investment Review Program provided and expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in this USER AGREEMENT.

3. Proprietary Rights, Copyrights & no retransmission of information

All rights, title and interest in this web site and any content as well as the design and information contained in this site contained herein is the exclusive property of www.essensinvest.com except as otherwise stated. www.essensinvest.com is the sole owner of all the intellectual property including all rights in trademarks, marks, logos, symbols, copyright works, reports, diagrams, patents, designs created or held in the Products, Services, web sites etc. including but not limited to the domain names, the source codes, the database etc.

This web site is only for your personal and non-commercial use and for no other purpose. Nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The content of the website cannot be amended, copied, reproduced, replicated, republished, uploaded, posted, published, transmitted, displayed, or distributed for any non-personal use without obtaining prior written permission www.essensinvest.com

You may not perform, license, frame, create derivative works from, or otherwise use in any other way for commercial or public purposes in whole or in part any information, reports & formats thereof, presentations of reports, software, products or services obtained from this web site, except for the purposes expressly provided herein, without www.essensinvest.com prior written approval. You may not resell, reproduce, redistribute, broadcast, or transfer the information or use the information in a searchable, machine-readable database unless separately and specifically authorized in writing by www.essensinvest.com prior to such use. You may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or time-share www.essensinvest.com, any part or format thereof, or any of the information received or accessed there-from to or through any other person or entity unless separately and specifically authorized in writing by www.essensinvest.com prior to such use.

In addition, you may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of www.essensinvest.com without prior written authorization except as set forth herein, any other use of the information contained in this site requires the prior written consent of and the www.essensinvest.com logo referenced herein are trademarks and service marks of www.essensinvest.com. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as Meta tags on other pages or sites on the World Wide Web without the written approval of www.essensinvest.com or such third party, which may own the marks. The users of the web sites have no right to use the Intellectual Property in any manner whatsoever except to the extent expressly permitted by www.essensinvest.com

The users of the web sites agree to treat as confidential and privileged all information supplied or received and will not divulge or disclose the same to any third party, except to those authorized by www.essensinvest.com in writing. The users further agree not to use any such information to the detriment of www.essensinvest.com any other entity in any way whatsoever, at any time. The users agree not to make copies of any such confidential information or any part thereof except for their personal consumption within the terms of this agreement. www.essensinvest.com reserves the right to terminate the accounts of Subscribers / Customers / Partners, who violate the proprietary rights. In addition, in case of any act in actual or intentional breach of these terms, directly or indirectly, by any means or modes, you will be liable for actual and punitive damages as determined by www.essensinvest.com and additional damages to be determined by an Indian court of Law.

4. Security

Unauthorized use of www.essensinvest.com web site and systems, including, but not limited to, unauthorized entry into www.essensinvest.com systems, online accounts, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use this web site in any manner that could damage, disable, overburden, or impair any www.essensinvest.com site or service or interfere with any other party's use and enjoyment of any www.essensinvest.com site, service or online accounts. You may not attempt to gain unauthorized access to any of our site or service and computer systems or networks connected to it, through hacking. You agree that you will not engage in any activities related to this web site that are contrary to the applicable laws or regulations in force.

The users of online accounts including access to www.essensinvest.com have the primary responsibility to keep their login-ids and passwords secure and to not display such crucial, important information to any third person. In case of any such leak of login-id & password, www.essensinvest.com cannot be responsible for the loss of such information, or for any act, omission, damages, claims, loss of personal information, etc. arising from the use of such leakage of login-ids and passwords.

www.essensinvest.com may use certain technology on its web sites to collect information from visitors and may compile aggregate statistical information about how visitors use its web sites, including information relating to the frequency of visits, the average length of visits, which pages are viewed during a visit. www.essensinvest.com uses this information to improve its web site content and performance. No individually identifiable information is collected for this purpose and www.essensinvest.com does not monitor individual visitor behaviour.

5. Service Delays

www.essensinvest.com. reserves its right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on this web site and to suspend and/or deny access to this web site for scheduled or unscheduled maintenance, upgrades, improvements or corrections. www.essensinvest.com may discontinue or change any product or service or online user accounts described in or offered on this web site or in any modules or parts thereof at any time if deems fit and proper.

Neither www.essensinvest.com (including its and their directors, employees, affiliates, agents, representatives or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, riots, armed conflicts, acts of war, or other like causes. www.essensinvest.com shall have no responsibility to provide you access to www.essensinvest.com while interruption of www.essensinvest.com is due to any such cause shall continue.

6. Liability Disclaimer

YOU EXPRESSLY AGREE THAT THE USE OF THE WEB SITE IS AT YOUR SOLE RISK The information and materials on this web site may contain typographical errors or inaccuracies. Any dated information is published as of its date only with due care, and www.essensinvest.com does not undertake any obligation or responsibility to

update or amend any such information. The information, products and services on this web site are provided on an "AS IS, WITH ALL FAULTS", "WHERE IS" and "WHERE AVAILABLE" basis.

www.essensinvest.com does not warrant the information or services provided herein or your use of this web site generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. www.essensinvest.com will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you on this web site. Although the information provided to you on this web site is obtained or compiled from sources we believe to be reliable, www.essensinvest.com cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose.

Neither www.essensinvest.com, nor any of its affiliates, directors, officers or employees, nor any third party vendor, or associates, groups, Partners or other referral partners, will be liable or have any responsibility of any kind for any loss or damage or compensation that you may incur in the event of any failure or interruption of this web site, or resulting from the act or omission of any other party involved in making this web site, the data contained herein or the products or services offered on this web site available to you, or from any other cause relating to your access to, inability to access, or use of the web site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of www.essensinvest.com or of any vendor providing software or services.

Under this User Agreement, you assume all risk of errors and/or omissions in paragonaidefs.com, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of paragonaidefs.com, including the information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information under the User Agreement.

YOU AGREE THAT, www.essensinvest.com (Including its and their officers, directors, employees, affiliates, group companies agents, representatives or subcontractors) shall not be, in any event, be liable, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or other damages of any kind arising out of the use or inability to use www.essensinvest.com for any purpose whatsoever even if www.essensinvest.com or any other such party has been advised of the possibility thereof. www.essensinvest.com and its affiliates, officers, directors, employees, and agents shall have no liability in tort, contract, or otherwise to user and/or any third party.

This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labour problems or any force majeure. www.essensinvest.com. cannot and does not guarantee continuous, uninterrupted, or secure access to this web site.

7. Links to third party sites

The links in this site will allow you to leave www.essensinvest.com. The linked sites are not under the control of www.essensinvest.com; www.essensinvest.com has not reviewed, nor approved these sites and is not responsible for the contents or omissions of any linked site or any links contained in a linked site. The inclusion of any linked site does not imply endorsement by www.essensinvest.com of the site.

8. Indemnification

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS www.essensinvest.com (including its and their officers, directors, employees, affiliates, group companies, agents, representatives or subcontractors) from any and all claims and losses imposed on, incurred by or asserted as a result of or related to:

A. your access and use of www.essensinvest.com

B. any non-compliance by user with the terms and conditions hereof.

C. any third-party actions related to users' receipt and use of the information, whether authorized or unauthorized. Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

These terms may only be amended in a writing signed by www.essensinvest.com If www.essensinvest.com takes action (by itself or through its associate companies) to enforce any of the provisions of this User Agreement,

including collection of any amounts due hereunder, www.essensinvest.com shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

9. Entire Agreement

This User Agreement constitutes the entire agreement between the parties and is inclusive of any other written agreement existing between you and www.essensinvest.com. By using the information on www.essensinvest.com, you assume full responsibility for any and all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you. Wwww.essensinvest.com does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse in any way, the views, opinions or recommendations expressed in the Information, does not give investment advice, and does not advocate the purchase or sale of any security or investment by you or any other individual. The Information is not intended to provide tax, legal or investment advice, which you should obtain from your professional advisor prior to making any investment of the type discussed in the Information. The Information does not constitute a solicitation by the information providers, www.essensinvest.com or other of the purchase or sale of securities.

THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE. SPECIFICALLY, www.essensinvest.com DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO:

(i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND

(ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. NEITHER www.essensinvest.com NOR ANY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, GROUP COMPANIES OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. BECAUSE SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH COUNTRIES, THE RESPECTIVE LIABILITY OF www.essensinvest.com, ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, GROUP COMPANIES AND CONTENT OR SERVICE PROVIDERS RESPECTIVE LIABILITY IS LIMITED TO THE AMOUNT PROVIDED UNDER SAID LAW. FURTHER, YOU AGREE AND UNDERSTAND THAT ALL SERVICES PROVIDED ARE NON-REFUNDABLE AND THAT YOU SHOULD CAREFULLY CONSIDER WHETHER OUR SERVICES ARE ABLE TO MEET YOUR NEEDS

Transactions between user of this site and www.essensinvest.com shall be governed by and construed in accordance with the SEBI Regulations and laws of India, without regard to the laws regarding conflicts of law. Any litigation regarding this agreement or any transaction between customer and www.essensinvest.com or any action at law or in equity arising out of or relating to these agreement or transaction shall be filed only in the Competent Courts of Mumbai and the customer hereby acknowledges, agrees, consents and submits to the jurisdiction of such courts for the purpose of litigating any such action.

10. Jurisdiction

The terms of this agreement are exclusively based on and subject to Indian law. You hereby consent to the exclusive jurisdiction and venue of courts at Mumbai, India in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.