

TERMS AND CONDITIONS

These Terms and Conditions (**Terms**) govern the “User's(s)” (*as defined below*) access or availing of the Services (*as defined below*) being offered by Welspun One Private Limited (hereinafter **Company** or **we** or **us**), through its website accessible at – <http://www.welspunone.com/fund-aif/> (**Website**). The Company has its principal place of business at Welspun One Dextrus, 6th Floor, Peninsula Towers, Peninsula Corporate Park, Lower Parel (West), Mumbai 400013, India.

For the purposes of this Terms, the Users (as defined below) shall be referred to as “you” or “your”.

Part I- Introduction and Definitions

- i. Please read the Terms carefully before using and accessing the Website. Before accessing or using the Website or availing any Services, you:
 - a) acknowledge that you have read, understood and accept these Terms and the Privacy Policy by clicking on the I agree; and
 - b) represent that you are 18 years or above and are otherwise legally competent to enter into a binding agreement.
- ii. We may modify the Terms any time by posting the changes on the Website and you agree that it shall be your responsibility to ascertain the changes to the Terms, by viewing the revised Terms. We will not be responsible for your failure to remain informed about such changes. However, we will obtain your consent prior to any material changes pertaining to your continued use of any Services after the new and/or revised Terms are effective, which would indicate that you have read, understood, and agreed to those Terms.
- iii. In order to avail the Services offered on the Website, you will be required to register on the Website by providing details of your name, address, contact details and such other details as may be required and create an account (**Account**) by setting up your username and password. You shall not have more than one active account on the Website. Existing investors are not required to register on the Website and shall require their PAN and registered mobile number for logging in. Additionally, you are prohibited from selling, trading, or otherwise transferring your Account to another party or impersonating any other person for the purposing of creating an Account with the Website.
- iv. Definitions-
 - a) **User** means and refers to any individual or a body corporate who may avail the Services as defined below or visits, uses or accesses the Website;
 - b) **Privacy Policy** shall mean the privacy policy available on the Website – <http://www.welspunone.com/fund-aif/>;

Welspun One Private Limited

(Formerly known as Welspun One Logistics Parks Private Limited)

Registered Address: Welspun House, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013, India.

T: +91 22 6260 0700 E-mail: contact_welspunone@welspun.com Website : www.welspunone.com

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CIN - U63090MH2019PTC326946

- c) **Services** shall mean and refer to all services offered by the Company, as updated on the Website from time-to-time;
- d) **Third Parties** shall refer to any third-party service providers such as vendors and service providers including payment gateways, to process payments and manage payment card information, being used by the Company to provide Services.
- e) **User Information** shall mean any information provided by the User including but not limited to name, date of birth, telephone number, email address and residential address, for the creation of an Account or otherwise for the purpose of availing/accessing the Services.

Part II- Access to the Website

- i. To avail our Services, you will be required to register on the Website by following the steps as prescribed by us on the Website. You represent that you have all rights required to provide the information that you have provided to the Company, including the User Information and represent that they are true and accurate.
- ii. You will be solely responsible for your acts on the Website including those conducted under your username or using your User Information. You are prohibited from sharing your username or password or other login credentials to anyone else.
- iii. All User Information will be used and processed in accordance with these Terms and the Privacy Policy. You agree that you have read and understood the Privacy Policy.
- iv. You understand that the Company shall adhere to reasonable security measures deemed to be appropriate by the Company for the provision of the Services, including, without limitation, using reasonable measures to secure your information (including User Information) from unauthorized access and modifications. Such security measures shall be no less stringent than the measures used by the Company to secure its own information. You will not take any action that will cause a breach of the security measures used by the Company.
- v. Your access and use of the Website may possibly be disrupted due to technical or operational difficulties, without prior notice of downtime.
- vi. You agree that you will comply with all applicable laws in relation to your access and use of the Website including but not limited to providing accurate information; ensuring that any amount utilised for transactions in relation to the Services are from legitimate sources only and not made for the purpose of contravention and/or evasion of applicable laws. You further confirm that you are not restricted by any legal/ regulatory/ judicial/ governmental/ other authority, to access the Website and/or the Services.
- vii. By accessing and using the Website, you agree not to undertake certain activities which include but are not limited to:
 - a) except as may be provided hereunder, copying, displaying, distributing, modifying, publishing,

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reproducing, storing, transmitting, posting, translating, creating any derivative works, renting, or licensing the Website or any portion thereof;

- b) downloading or copying any kind of information for the benefit of another individual, body corporate or any other party;
- c) uploading, posting, or transmitting any information through the Website you do not have a right to make available (such as the intellectual property of another party) or otherwise infringing the proprietary rights of another party;
- d) uploading, posting, or transmitting any material that contains software or any virus or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- e) undertaking any action that imposes or may impose, in the Company's sole discretion, an unreasonable or disproportionately large load on the Company's infrastructure;
- f) use of data mining, robots, or similar data gathering and extraction tools;
- g) making any back-up or archival copies of the Website or any part thereof;
- h) violating the restrictions in any robot exclusion headers on the Website or bypassing or otherwise circumventing any other measures employed to prevent or limit access to the Website;
- i) deep-linking any portion of the Website for any purpose without the Company's express written permission; or
- j) 'framing', 'mirroring', or otherwise incorporating any part of the Website into any other website without the Company's prior written authorisation.
- k) attempting to probe, scan or test the vulnerability of a system or network, including the Website or to breach security or authentication measures without proper authorization

Part III- Account, Password, and Security

- i. You shall ensure and confirm that the User Information provided by you is complete, accurate and up to date. If there is any change in the User Information, you shall promptly update your User Information on the Website. If you provide any information that is untrue, inaccurate, not current, incomplete, mis-leading, fraudulent, (or becomes untrue, inaccurate, not current, incomplete, mis-leading or fraudulent), or if the Company has reasonable grounds to suspect that such information belongs to any of the fore-going categories, it will be deemed to be a breach of these Terms and the Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Website (or any portion thereof)

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at its discretion, in addition to any right that the Company may have against you at law or in equity.

- ii. You will be responsible for maintaining the confidentiality of the User Information and are fully responsible for all activities that occur in your Account. You agree to (a) immediately notify the Company of any unauthorized use of your User Information or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- iii. Use of another User's Account information for availing the Services is expressly prohibited.

Part IV- Intellectual Property:

- i. The Company grants a limited right to Users to access and use the Website in accordance with the Terms, on a non-exclusive, worldwide, revocable, royalty-free and non-transferable basis, there are no other rights being granted to you on the Website or any of its contents and functionalities.
- ii. The Users agree and acknowledge that all content, material and information on the Website including but not limited to newsletters, information, logos, designs, databases, arrangement of databases, user interfaces, response formats, software, pictures, logos, icons, including any intellectual property rights therein, are the sole property of the Company, or its licensors as the case may be and you agree not to use or otherwise reproduce separately, the aforementioned proprietary rights without obtaining the Company's prior written consent. You agree to not remove, obscure, or otherwise alter any proprietary notices appearing on any content on the Website, including copyright, trademark, and other intellectual property notices.
- iii. You have no right to use any search mechanisms other than that provided on the Website, and you will not use any web-crawler, robot or any data harvesting tools to access, monitor, harvest, copy or scrape data in any manner from the Website.

Part V- Disclaimers:

- i. The Website, the Services, and any content or information therein are provided "as is" without warranty of any kind, either express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of the content of or the Services provided through the Website. The Company does not warrant that the Website will operate in an uninterrupted or error-free manner or that the Website is free of viruses or other harmful components.
- ii. You expressly release the Company and where applicable its officers, employees, authorized representatives and agents and representatives from any cost, damage, liability or other consequence of any use of the Website by you.

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- iii. You understand and acknowledge that it is at your own discretion and based on our judgment that you avail Services on the Website.
- iv. The Company reserves the right to remove any content on the Website.
- v. The Website may contain links to third party websites. The Company shall not be responsible in any manner for the contents of these third-party websites and if you should choose to use the link to view the third-party websites, you choose to do so at your own risk. The Company does not endorse the contents nor in any manner represent the accuracy or correctness of information on such third-party websites.
- vi. Except as specifically set forth on the Website, any information contained therein is not an offer to sell or an invitation or solicitation of an offer to buy any security or other service. The Company does not offer any investment, tax or legal advice to anyone accessing or using this Website and all investors are expect to obtain or rely on their own independent advice with respect to any investments.

Part VI- Charges and Subscriptions to avail Services

No fees and charges shall be incurred that will be applicable for availing the Services.

Part VII- Limitation of Liability

- i. The Company shall not be liable to you or any third party, whether in contract, tort, negligence or otherwise, howsoever arising, whether in connection with these Terms, your access and use of the Website and its contents and functionalities or for any reason related to the operation of the Website, regardless of whether the claim or action is based on contract, tort, warranty, indemnification or otherwise.
- ii. In no event shall the Company be liable to the User and any third party, for any loss of profits (anticipated or real), loss of reputation, loss of data, or any direct, indirect, special, incidental, consequential, punitive, tort or other damages, however caused, whether or not it has been advised of the possibility of such damages.
- iii. In no event shall the Company be liable to the User for actions attributable to the Third Parties providing Services on the Website.

Part IX - Indemnity

You agree to release, indemnify, and hold the Company and its affiliates and its officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury arising out of or relating to your breach of these Terms or your access or use of the Website or Services.

Part X - Complaints

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- i. You may communicate with the Company for any grievance that you experience in connection with the Services or the Website, at

Name: Geeta Jabi

Designation: Head, Investor Relations

Email: wolp_investordesk@welspun.com

- ii. Please provide your name, email address, physical address and contact numbers so that the Company may be in a position to verify details or check the authenticity of the complaints.

Part X- Miscellaneous

- i. **Termination:** The Company reserves the right to terminate your access to the Website or any Services at any time, for any reason, including if you violate these Terms or on account of inactive/dormant User status, death, insolvency, or bankruptcy of the User, any restriction imposed by any legal/governmental/judicial/regulatory/other authority, or for any other cause arising out of applicable laws. You acknowledge the Company's right to do so and waive any claim that you may have arising from such termination. The Company may also in its sole discretion and at any time discontinue the provision of the Website or Services, or any part thereof. Notwithstanding such termination, all provisions of these Terms which by their nature are intended to survive, shall survive termination and continue to be applicable.
- ii. **Force Majeure:** In no event shall the Company be liable for any acts beyond its control or for acts including but not limited to lockdowns, war, strike, riots, crime or act of God such as flooding, earthquake, pandemics or other natural disasters. Any delay or failure in the performance by Third Parties hereunder shall be excused if and to the extent caused by the occurrence of acts beyond their control or other acts as mentioned above.
- iii. **Access:** The Company does not make any claim that the Website and its contents may be lawfully viewed or accessed in the jurisdiction you are viewing it in. You are solely responsible for complying with laws applicable to you.
- iv. **Waiver:** No waiver of any provision of these Terms shall be binding unless executed and notified by the Company in writing to you. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver. You hereby waive any present or future claims you have against the Company arising from your use of the Website.
- v. **Assignment:** You may not assign your obligations under these Terms or any part thereof without the prior written consent of the Company.
- vi. **Severability:** If any provision of these Terms is determined to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions of these Terms, which shall remain in full force and effect.
- vii. **Governing Law:** These Terms are governed by the laws of India. Any disputes that may arise in connection herewith or relating to these Terms shall be subject to the exclusive jurisdiction of the courts at Mumbai, Maharashtra, India.

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DISCLAIMER

This disclaimer and any attachments (including any e-mail that accompanies it) (together “**this disclaimer**”) is for general information only. This is an “information only” disclaimer and is not, and under no circumstances is it to be construed as, an offer to sell or a solicitation of an offer to buy any interests and shall not under any circumstances be construed as absolving any visitor to this website of its/their/his/her responsibility for making an independent evaluation of the risks and potential rewards. The information provided on this site is intended for review and receipt only by those persons who are qualified (in accordance with applicable legal/regulatory definitions) in their respective place of residence and/or business to view it, and the information is not intended under any circumstances to be provided to any person who is not legally eligible to receive it. Any recipient of information on this site who wishes to engage with Welspun One Private Limited in furtherance of any transaction or any relationship whatsoever must consult his/her own tax, legal and investment professionals to determine whether such relationship and/or transaction is suitable. This disclaimer as well as any other related information do not purport to be all inclusive or to contain all the information that you may need. The information set forth in this disclaimer has been compiled as of the date hereof unless stated otherwise herein and the delivery of this disclaimer shall not create any implication that the information contained herein is correct as of, or at any time subsequent to, the date mentioned herein. There is no obligation of any kind on Welspun or its affiliates to update or correct this disclaimer, nor will Welspun or its affiliates be liable for any loss (direct, indirect or consequential) or damage suffered by any person as a result of relying on any statement in, or omission from, this disclaimer. No representation or warranty, express or implied, is or will be made in relation to, and no responsibility or liability is or will be accepted by Welspun or its affiliates as to, or in relation to, the accuracy, reliability, or completeness of any information contained in this disclaimer and Welspun (for itself and on behalf of its affiliates) hereby expressly disclaims any and all responsibility or liability or duty of care (other than in respect of a fraudulent misrepresentation) for the fairness, currency, accuracy, reliability, reasonableness and completeness of such information. Nothing contained herein may be relied upon as a guarantee, promise, assurance, capital protection, or a representation as to the future. All projections, estimations, forecasts, budgets and the like in this disclaimer are illustrative exercises involving significant elements of judgment and analysis and using the assumptions described herein may or may not prove to be correct. The actual outcome may be materially affected by changes such as economic and/or other circumstances. Therefore, in particular, but without prejudice to the generality of the foregoing, no representation or warranty is given as to the achievability or reasonableness or any projection of the future, budgets, forecasts, management targets or estimates, prospects or returns. You should not do anything (including entry into any transaction of any kind) or forebear to do anything on the basis of this disclaimer. Before entering into any arrangement, commitment or transaction you should take steps to ensure that you understand the transaction and have made an independent assessment of the appropriateness of the transaction in light of your own objectives and circumstances, including the possible risks and benefits of entering into such a transaction. No information, representations or opinions set out or expressed in this disclaimer will form the basis of any contract. You will have been required to acknowledge in an engagement letter, or will be required to acknowledge in any eventual engagement letter (as applicable) that you have not relied on or been induced to enter into engaging Welspun by any representation or warranty, except as expressly provided in such engagement letter. Welspun expressly reserves the right, without giving reasons therefore, at any time and in any respect, to amend or terminate discussions with you without prior notice and disclaim hereby expressly any liability for any losses, costs or expenses incurred by that client. Certain information contained herein constitutes “forward-looking statements”, which can be identified by the use of forward-looking terminology such as “may”, “will”, “should”, “expect”, “anticipate”, “target”, “project”, “estimate”, “intend”, “continue” or “believe”, or the negatives thereof, or other variations thereon. Because of various risks and uncertainties, actual events or results or actual performance may differ materially from the events, results or performance reflected or contemplated in such forward-looking statements. The risks of investment are set out in detail in the offering document.

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Any use of this site shall be governed by the Laws of India and any conflict of law provisions shall not apply. The exclusive forum for resolution of any dispute and/or claim arising out of or in connection with this website shall be the courts at Mumbai, Maharashtra.

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PRIVACY POLICY

1. Background

This privacy policy (**Privacy Policy**) governs the collection, use, storage, disclosure, transfer or processing of personal information or sensitive personal information by Welspun One Private Limited (hereinafter **Company** or **we** or **us**) through www.welspunone.com/fund-aif (**Website**) or other digital mediums, in relation to the services offered by the Company, as described in the Company's Terms and Conditions- www.welspunone.com/fund-aif/ We are committed to protecting the security of your personal information and safeguarding your privacy and this Privacy Policy sets out and clarifies the manner in which we collect information from you and use this information that we have collected or received about you.

The Privacy Policy will inform you about:

- What information we collect and why we collect it
- How we use that information
- Your rights and options

2. The Information That We Collect

Any information collected in accordance with this Privacy Policy will be collected by us and retained solely by us. The personal data collected about you will help us provide you with a better service and facilitate our business relationship.

We may collect information from you in order for us to be able to provide you with the services that you request from us through the Website.

The kinds of personal information which you may be required to provide, for us to provide you the services are:

- name;
- date of birth
- mobile number and other contact numbers;
- email ID;
- residential address;

The kinds of sensitive personal information which you may be required to provide, for us to provide you with services are:

- permanent account number ("**PAN**"), Aadhar, financial information such as bank account;
- passwords

We will not be sharing your PAN and Aadhar details further with third parties without your consent. We do not retain your PAN and Aadhar details for longer than required for these purposes and will keep your PAN and Aadhar details secure and confidential in accordance with applicable laws.

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Please note that we collect such sensitive personal information on the basis of your consent, which you provide us when you click "I agree" at the time of accessing our Website for the collection, storage, use, processing, sharing and/or transfer of such information, as applicable, in the manner provided under this Privacy Policy.

3. Uses of Information

Information is collected from you only for one or more of the following purposes:

- For operating and improving the website experience;
- For research and development and enhancement of the quality of services provided to you, including conducting market research and analytics;
- For enabling communications between you and us, including to respond to your queries if you are seeking information about our services or your grievances and for enabling and facilitating other customer support functions, including sending information such as reports, investor notices, updates, and administrative messages;
- For legal and compliance requirements.

4. Your Rights

You have the following rights under this Privacy Policy in relation to your information:

Right of Access, Modification and Deletion: You can access your information at any time to review any information that you have supplied. You may modify any information that has been found to be inaccurate during such review.

You may also request the deletion of any sensitive personal information that you have provided to us, by sending an email to the Grievance Officer mentioned below. Please note however that this may affect our ability to provide you with services and may therefore lead to discontinuation of such services for which this information was being used for, at our sole discretion.

Security and Confidentiality: We strive to ensure the security, integrity and privacy of your information and to protect your information against unauthorized access or unauthorized alteration, disclosure or destruction. We adopt adequate measures to prevent unauthorized access to your information and have implemented reasonable security practices commensurate to the standards required under applicable law.

5. Disclosures and Transfer

All sensitive personal information that we collect is disclosed or transferred only under the following circumstances and to entities/individuals who adhere to the same levels of security standards as maintained by us to ensure security, integrity and privacy of your information. By providing your information and agreeing to the terms of this policy, you consent for us to share information with such entities/individuals, as identified below:

Disclosures to Affiliates/group companies: We and our affiliates/group companies receive information from and share information with each other for research and development in relation to the provision of the relevant product or service; marketing outreach of the relevant product or service to you; tailoring product or service offerings for your

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benefit; driving analytics on how our services are used and improving our services, our affiliates' services and your experiences using them.

Mandatory Disclosures or Transfers: As required by (a) applicable laws; (b) any judicial or governmental proceeding.

Disclosures or Transfers to Service Providers: We will share information with third parties who perform services on our behalf or to the extent we may be providing any third-party services to you.

Corporate Changes: In connection with the sale of our business or assets or an acquisition of our business by a third party or any other M&A transaction involving us.

6. Data Retention

We keep your Personal Data for as long as it is required by us for our legitimate business purposes, to perform our contractual obligations, or where longer, such longer period as is required or permitted by law or regulatory obligations which apply to us.

- We will generally retain Personal Data about you throughout the life cycle of any investment you are involved in
- Some Personal Data will be retained after your relationship with us ends

As a general principle, we do not retain your Personal Data for longer than we need it.

We will usually delete your Personal Data (at the latest) after you cease to be an investor in any fund and there is no longer any legal or regulatory requirement or business purpose for retaining your Personal Data.

7. Amendments to this Privacy Policy

We may revise the Privacy Policy from time to time. Any such changes will be posted on our website. We may not be able to separately notify you of the revisions each time that we make them. We encourage you to check this page periodically for modifications or revisions to the Privacy Policy to understand how it affects the use of your information. We will not be responsible for your failure to remain informed about such changes. However, where required under applicable law, we will obtain additional consent from you for such changes.

8. Grievance Officer

We take your concerns very seriously. We encourage you to bring it to our attention if you have any concerns about our processing your Personal Data. If you have any concerns or questions in relation to this Privacy Policy, you may address them to our grievance officer whose details are as follows:

Name: Geeta Jabi

Designation: Head, Investor Relations

Email: wolp_investordesk@welspun.com

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