

Disclaimers

This platform (the “Platform”), developed, operated and managed by NSE (“we”, “our”, and “us”), has been developed for the purpose of facilitating the issue of debt securities by issuers to investors by way of private placement. By registering for and using the Platform, you agree to be bound by our **Privacy Policy** and **Terms & Conditions** governing the use of the Platform and the website (the “Site”) hosting the Platform. Use of the Platform, or any information, functionality, tools or feature of the Platform constitutes an acceptance of the said Terms & Conditions. We reserve the right to change or update the information on this Site, including this disclaimer, at any time by posting revisions on this Site. If we make material revisions to this Disclaimer, we will notify you here, by email or by means of a notice on the site prior to the revisions becoming effective. To the extent that any provision of this disclaimer is deemed to conflict with the Terms & Conditions, this disclaimer shall have precedence. Your use of the Platform constitutes explicit agreement that such use is qualified by your understanding and acceptance of the Disclaimers and the Terms & Conditions.

All debt securities issued on the Platform are offered by way of private placements (“Private Placements”) as contemplated in Part II of Chapter III read with Section 23 of the Companies Act, 2013 of India (the “Act”) that are meant to be issued only to qualified and eligible buyers through issues that are exempt from the requirements in connection with a public issue under the Act, the Securities and Exchange Board Of India (Issue and Listing Of Debt Securities) Regulations, 2008, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Redeemable Preference Shares) Regulations, 2013, the Securities and Exchange Board of India (Public Offer and Listing of Securitized Debt Instruments) Regulations, 2008, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, and under the extant RBI Guidelines, Rules, Regulations, Circulars and Notifications, as applicable, and as may be amended or in force from time to time.

NSE is merely a facilitator to such issues, and its services are limited to the provision of the Platform for such purpose. The services offered on the Platform do not constitute an offer to sell, a solicitation of an offer to purchase or a recommendation of any interest in any fund, security, business venture or investment opportunity described herein, and no information presented on the website shall be construed to fall within the meaning of a “public offer” as contemplated under Section 23 read with Section 42 of the Act.

Any such offer or solicitation shall be made only pursuant to the sharing of the final confidential offering documents of any issuer described on this website, which will contain inter alia the information about the fund's or corporate's investment or business objectives, terms and conditions of the investment, and may also describe certain risks and tax information related to an investment therein and which qualifies in its entirety the information set forth herein. We do not make any recommendations regarding the appropriateness of particular opportunities for any Investor. Investors must conduct their own investigation of the merits and risks of each opportunity.

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Investors are advised to read the investment documents carefully, and obtain independent investment, legal, and tax advice from their advisers before deciding to invest. Offerings on this Site are only suitable for prospective investors who are familiar with, fully comprehend and are willing to accept high risk, and have carefully read all relevant offer documents and the applicable private placement offer letter. It should not in any way be deemed or construed by any participant on the Platform that the offer documents or related memoranda have been cleared or approved or endorsed by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of such documents; nor does it warrant that the securities will be listed or will continue to be listed on NSE.

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NSE shall make the Platform available for prior testing to all concerned participants upon registration, and in case any material changes have been carried out to the software or the functionality of the Platform, upon the implementation of such changes, to enable such participants to satisfy themselves of the utility and functionality of the Platform for the intended purpose. Use of the Platform by participants subsequent to being offered such opportunity to test the Platform constitutes acceptance by such participants of the utility and functionality of such Platform for all intended purposes, and such use shall constitute a waiver by such participants of their right to hold NSE responsible for any loss, damage, or other costs, including without limitation any incidental special or consequential damages or loss of profit arising out of any use of the Platform.

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