

# **Compliense Advisors**

# Website Terms of Use for website at url www.compliense.com

#### 1. Definitions and references

'Compliense' refers to Compliense Advisors, a sole proprietary business based in India, providing governance, risk and compliance services including AML and FinCrime compliance advisory services.

'Terms' or 'Terms and Conditions' or 'Terms of use' refer to these terms, as amended and updated from time to time.

'Website' refers to the website owned and operated by Compliense, at url www.compliense.com.

'We', 'us' or its grammatical variations refers to Compliense or the Website, as the context may suggest.

'You', 'your' or its grammatical variations refer to you or the person visiting the Website and referring, using or accessing its contents.

# 2. Applicability

These Terms of use apply to your use of the Website owned by Compliense Advisors. By using the Website, you agree to be bound by these terms of use. From time to time, we may amend these terms of use. Your continuing to use the Website and its continued use is deemed to be acceptance of the terms of use including any of its amendments, as in force from time to time.

## 3. No Advice

The content of or on the Compliense Website is provided for free (unless specified otherwise), without any obligation to follow it. It is not a professional advice, consultation, recommendation or service. Its contents are solely as a matter of general information or for general interest, and may not be relevant or applicable or apply differently for you or in your business context. Access or use of the Website does not create a business or professional relationship for services between you and Compliense. We may in our discretion amend or update the information on the Website from time to time, though do not have an obligation to do so.

Any specific article, writeup or content on the Website is current at the time of its publication or as indicated. Such content may be subject to ongoing regulatory changes, change in law, or its interpretation by appropriate authorities, or publication or notifying of any updated or changed position, change in underlying processes, systems and technologies, understanding or requirements.

Where you need professional advice, you must seek advice specific to your circumstances under a formal Engagement with us. Only written professional advice addressed to you, provided under a written specific Engagement, is construed as professional advice. Such advice will be made after considering your specific questions, overall matter and its facts, your business context and regulatory requirements applicable to your specific situation.



You should take your own informed decision at your sole responsibility, and where you have obtained specific advice from us, you can consider that in your informed decision. Responsibility for compliance ultimately vests with you / your relevant company and its management.

Where you have taken specific advice from us after engaging us, you agree to be solely responsible for the consequences, including any potential or actual breach of regulatory requirements, if you disregard or ignore our advice or recommendation, or implement them differently howsoever small the degree of such difference.

We are not a law firm, and do not provide legal advice or legal interpretation services.

#### 4. Electronic communications

Due to the nature of electronic communication processes, Compliense does not guarantee or warrant to any one that the Website will function uninterrupted, without delay, error-free, omission-free, or free of viruses. Therefore, the information is provided 'as is' without warranties of any kind, express or implied, including accuracy, timeliness and completeness.

### 5. Intellectual Property rights

Compliense owns the intellectual property rights, including copyright, in all the contents of the Compliense Website, unless indicated otherwise for any third party content. The IPR includes all contents, ideas, analysis, reports, write ups, graphics, knowhow appearing on the Website.

If you wish to reproduce any of our content for personal and non-commercial purpose, you must notify us and obtain prior permission. Request may be made at our email compliense@compliense.com.au.

We grant you an automatic, limited and revocable permission for personal and non-commercial purpose to print or download any information as is on the Website for your use.

Where you reproduce, use, download or print any information, in no circumstances you will modify the information or alter or modify its meaning, inference, import or context, or state or imply that Compliense has provided any advice or recommendation to you.

In all cases of reproducing our information where permitted, you will give appropriate credit or attribute to our entity and Website, and where applicable also to the author of the information and include our copyright, trademark or other intellectual property right notices. You will also include the date of any such document or information if mentioned on our Website or in the document or information.

'Compliense' name and the logo/ brand are exclusive property of Compliense, and can be reproduced only with specific approval. Such approval may not be provided by us, except in very limited circumstances to be decided in our sole discretion.

### 6. External Links



We grant automatic, limited and revocable permission to any person for linking to our Website. In all such cases, responsibility to maintain the currency of your links to our site is on you. We have the right to deny or revoke such permission to link to our site at any time and without notice.

If any damage is caused to us or the Website due to your linking (eg: such links being malicious in nature, or they resulted in someone hacking our Website or systems), you shall be fully responsible for consequences, and you agree to indemnify us for any loss or liability arising due to such damage.

Further, any external linked sites within the Website are not under the control of Compliense. We do not take responsibility for the content in, or currency of, any externally linked sites. The inclusion of any link within our site does not imply endorsement or recommendation by Compliense of the linked site, nor does it suggest any relationship with the organisation linked.

#### 7. No warranties, Limited Liability

Compliense makes no warranties or representations about this Website or any of its contents or services, including its availability, suitability, reliability, timeliness, comprehensiveness and accuracy.

We are not responsible to you or anyone else for any direct or consequential loss suffered in connection with the use of this Website. We exclude to the fullest extent permitted by law, any liability which may arise as a result of use of this Website.

By using the Compliense Website, you agree to indemnify us for any loss or liability arising out of your accessing or use of this Website.

#### 8. Compliance with applicable law

You are solely responsible for complying with the applicable laws while accessing the Website, including laws of the place/jurisdiction if you are accessing from outside of India.

Any unsolicited information, communication, or data received by us from you, which is not in response to our professional agreement for services, will be considered public / non-confidential and non-proprietary information, and without creating any obligation on us for its confidentiality or security. In transmitting any such information, communication or data to Compliense or through the Website, you represent that you are legally entitled or are legally authorised to transmit and submit the information to us.

#### 9. Amendments, Governing Law

Compliense has right to modify, update, change, vary or alter these Terms, as also any content of the Website from time to time without notice. Updated Terms document will be published to replace previous version.

This Website and its use are governed by the laws of India.

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