

# TERMS OF USE

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In order to access certain services or to register as a 'Member' or a 'Distributor' with us, you may be required to provide accurate, current, and complete information as part of the registration process. You agree to keep this information up to date. We reserve the right to suspend or terminate your account and deny access to the Website (or any part of it) if there is suspicion or evidence of false or incomplete information provided by you.

Membership in APMI is on an annual basis and the membership fee is based on the Asset Under Management Slabs provided on our Website, which will have to be renewed after the end of each financial year as per the applicable terms. Your membership will be confirmed, once APMI receives the full amount of the membership fee. In case you are registering with us as a Distributor, the registration fee will be decided as per the Distributor category applicable to you.

Please note that the refund of any membership/registration fee is subject to our Refund Policy (available at [www.apmiindia.org](http://www.apmiindia.org)), as amended from time to time.

We currently use FinPay as a payment gateway for processing your registration payments. However, APMI does not store your bank/card data on our servers. You may refer to our Statement of Privacy for more information.

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- Must not present false information about, or disparage APMI or otherwise tarnish or diminish the goodwill in its name
- Must not contain content that could be construed as illegal, distasteful, offensive or controversial, and should contain only content that is appropriate for all its authorized users
- Must only use the APMI logo with written permission or in compliance with these Terms

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We shall not be liable for any failure to perform any of our obligations under the Terms or provide the Website or any part thereof if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

## **Governing Law and Jurisdiction**

These Terms and your use of our Website is governed exclusively by the laws of India and courts of Mumbai (India) will have the exclusive jurisdiction over the same.

Disputes under the Terms shall be resolved through arbitration governed by the Arbitration and Conciliation Act, 1996, as amended and re-enacted from time to time. The seat of arbitration shall be Mumbai. The arbitration shall be conducted in English language, The arbitrator's award is final, and costs for the arbitration shall be borne by the User.

## **Entire Arrangement and Severability**

These Terms, along with the Statement of Privacy, Refund Policy, legal disclaimers, and other notices on the Website, constitute the entire arrangement between us. If any provision is deemed invalid by a court of competent jurisdiction, it won't affect the validity of the remaining provisions, which shall remain in full force and effect.

## **Breach of Terms**

These Terms constitute a legally binding contract between you and APMI. Without prejudice to APMI's other rights under these Terms, if you breach these Terms in any way or if APMI suspects that you have breached the Terms in any way, then APMI be entitled to take such action as it may deem necessary.