

TERMS AND CONDITIONS

Welcome to Bondbazaar!

1. Introduction

- (a) Bondbazaar Securities Private Limited is a private limited company incorporated under the Companies Act, 2013, having its registered office at 510, Balarama Co-Op Housing Society Limited, Bandra Kurla Complex, Bandra East, Mumbai 400051 ("**Company**"; "**We**"; "**Our**"; "**Bondbazaar**"). The Company, being (i) a trading member of NSE and BSE, registered with the Securities and Exchange Board of India ("**SEBI**"), having registration number INZ000303236; (ii) a Depository Participant using NSDL and CSDL as the Depository bearing SEBI Registration no. IN-DP-700-2022; and (iii) a member of NDS-RST for dealing in Capital (Cash) and Debt segments of NSE and BSE.
- (b) The Company operates and manages the website www.bondbazaar.com ("**Website**") and the mobile application for mobiles, smart devices and any other compatible device ("**Application**") under the brand '**Bondbazaar**' (collectively referred to as the '**Platform**') whereby We, through the Platform, facilitate online trading and other ancillary services, subject to term and conditions indicated in this document and/or any part of the Platform.
- (c) The Company provides the User access to this Platform, including all information, tools and services available from this Platform, the access to online trading services through the Platform, conditioned upon Your acceptance of all terms, conditions, policies and notices stated herein. The User's use of the Platform and related Services, including but not limited to viewing information, acting on such information and the transactions that may be implemented through the Platform, is governed by and shall be subject to these terms and conditions (hereinafter referred as "**Terms of Service**" or "**Terms**" or "**Terms and Conditions**" or "**Terms of Use**"), the terms whereof are subject to change at any time, without prior notice to You. Any new features or tools which may be added to the Platform by the Company shall also be part of the Terms of Service. To ensure that You are aware of the changes, please review the Terms of Service and all the documents referred to hereunder periodically.
- (d) If You continue to browse through this Platform, You are agreeing to be bound by the Terms which along with the Privacy Policy, are displayed on the Platform, govern your relationship with the Company. You confirm that You have also read and have agreed and accepted to be bound by the terms and conditions incorporated in the terms of the Privacy Policy, which shall be deemed to be a part of these Terms of Service.

- (e) In the event You are representing an incorporated entity, You hereby confirm that You have been expressly authorised by such entity to consent the Terms of Service, and such entity agrees to be bound by the terms hereunder.
- (f) The Terms of Service sets forth the legally binding terms of Your use of the Platform and related Services. By proceeding further, You confirm that You have read, agreed and accepted to be bound by the terms and conditions mentioned herein including all additional guidelines/rules/ conditions/ disclaimer, if any, specified on the Platform.
- (g) The Terms of Service shall be legally binding on the Users. Therefore, kindly read the Terms of Service carefully before accessing or using the Platform and/or the Services.
- (h) These Terms of Service apply to all Users of the Platform, including without limitation users who are browsers, vendors, and/ or contributors of data, content, information, pictorial representations and/or images.
- (i) The Platform and Services can be accessed and used by those individuals or business entities, including sole proprietorship firms, companies and partnerships, which can form legally binding contracts under the applicable law. Only individuals who are eighteen (18) years of age or older may use the Platform and avail Services. The Company reserves the right to terminate the User Account and / or deny access to the Platform if it is brought to the Company's notice or if is discovered that the User does not meet the conditions herein.
- (j) This document contains important information regarding the terms and conditions which apply to trading and demat account of the User with the Company. The User's access and usage of the Services provided by the Company is subject to their compliance with all the terms and conditions set forth herein.

2. Definition

In addition to other words and expressions that may be defined elsewhere in these Terms, unless the context otherwise requires, the following capitalized terms wherever used in these Terms shall have the meanings as ascribed hereunder:

- (a) "**Client**" means any User who avails/has availed the Services offered on the Platform subject to the terms and conditions stipulated in these Terms and any additional conditions, undertakings and disclaimers indicated in this document and/or any part of the Platform.
- (b) "**Exchanges**" means and refers to National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange of India Limited (BSE), New Debt Segment

- Reporting, Settlement and Trading Platform (NDS-RST) and any other exchange that is recognized by the concerned authority.

- (c) **“Partners”** means the legal person/institutions whose securities are listed/published/displayed on the Platform to enable the Company to render Services to the Clients in relation to such securities.
- (d) **“Services”** means online services in the form of providing information, transaction facilitation, trading services provided by the Company on the Platform in the manner indicated in these Terms.
- (e) **“Users” “You” or “Your”** means any natural or legal persons/entity(ies) (including the Clients and Partners), as the case may be, who have access to and uses the Platform for the purpose of availing the Services offered by the Company. The term **“Users” “You” or “Your”** shall mean and include any other persons/entity who access the Platform without such a User account registered with Bondbazaar as BB allows any person to use/visit/browse the website without registering on the website.

3. General Terms and Conditions:

- (a) The Client shall ensure that he/she is eligible to enter into this agreement. The Client having agreed to enter into this agreement shall be deemed to have satisfied himself/itself with regard to eligibility in this respect.
- (b) The User agrees that all investment and disinvestment decisions are based on the User's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the User on the basis of any information that may be made available on the Platform. The User will not hold nor seek to hold the Company or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates or associates liable for any trading losses, cost of damage incurred by the User by placing reliance on investment information, research opinions or advice or any other material/information whatsoever on the Platform. The User should seek independent professional advice prior to undertaking any investment decisions. The User shall not rely upon any advice given by any employee or personnel of the Company and the Company shall not be held liable for any losses incurred by the User on account of placing reliance on any such advice.
- (c) The Client shall, prior to availing any Services, shall complete the registration process on the Platform as specified herein.
- (d) The Client agrees to immediately notify the Company in writing if there is any change in the information provided by the Client during registration with the Company.

- (e) The Client agrees to immediately furnish information to Company in writing, if any, litigation which may have material bearing on his capacity including but not limited to winding up petition or insolvency petition, winding up or insolvency order or decree is passed against the Client or any garnishee order has been served upon the Client in respect of his obligations by a bank or decree or award is passed against him etc.
- (f) The provisions of the Terms and all transactions that are carried out by and on behalf of the Client, shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI rules, regulations and bye laws of the Exchange that may be in force from time to time and their Clearing Houses, the Reserve Bank of India and the NSDL and CDSL, the Securities Contracts Regulation Act and the rules made thereunder, and any other applicable statutory provisions and / rules or regulations. In case where the Client is a Non-resident, Indian, he agrees to abide by Foreign Exchange Management Act and rules and regulations issued thereunder from time to time. The Company is under no obligation to inform the Client of changes in these rules, regulations or guidelines.
- (g) The Client hereby authorizes the Company to take all such steps on the Client's behalf as may be required or advisable in the Company's opinion for compliance with the Exchange provisions and regulations issued by SEBI or any other law or provisions or to complete or settle any transactions entered into through or with the Company or executed by the Company on behalf of the Client. However, nothing contained herein shall oblige the Company to take such steps.

4. Registration of a User and Security standards

- (a) The User shall follow the instructions specified on the Platform for registering himself/herself/itself as a Client. The process may include submission of details and documents as may be specified herein and required under the applicable law.
- (b) Upon successfully completing the registration process, You can access the Platform and the Services rendered on the Platform.
- (c) The Company shall provide the Client the Username Password/s, Client User Identification Number, telephone Personal Identification Number (T PIN) or other identification or security code (by whatever name called) in order to access the Services. The password shall automatically expire upon 60 days. The Client shall be required to set a new password in accordance with the guidelines specified by the Company.
- (d) A stringent Two-Factor authentication (2FA) secure system has been adopted by the Company as per SEBI & Exchange guidelines with respect to Internet Based Trading Rules. For every instance, any Client tries to login using its Client ID

and Password, along with a 6digit PIN OR Authentication via apps such as Google Authenticator set by such Client, a link to create Password & 2FA is sent to the Client while opening an account.

- (e) The Client accepts sole responsibility for use, confidentiality and protection of the Username, Password/s, Client User Identification Number, T-PIN, or other security code(s) as issued by the Company to the Client from time to time (hereinafter referred to as "**Security Codes**") as well as for all orders and information changes entered into the Client's account using such Security Codes. The Client shall ensure that such Security Code(s) is/are not to be revealed to any third party or recorded in any written or electronic form.
- (f) If the Client forgets the Security Code(s), a request for change of such Security code(s) should be sent to the Company in writing. On receipt of such a request, the Company shall discontinue the use of the old Security Code(s) and shall generate a new Security code(s) for the Client which shall be communicated to the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s). Neither the Company nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.
- (g) Any order entered using the Client's Security Code(s) either through the web site or through telephone or otherwise is deemed to be that of the Client. If third parties gain access to the Company's services through the use of the Client's security code(s), the Client will be deemed to be responsible for the same and hereby holds harmless and agrees to indemnify the Company against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Client.
- (h) All communication costs, service charges, levies and fees including installing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required at the Client's end and connectivity required for accessing and using the web site or related services all such cost incurred shall be borne by the Client.
- (i) The Client agrees to fully indemnify and hold harmless the Company for any losses arising from the execution of incorrect/ ambiguous or fraudulent instructions that got entered through the system at the Client's end.
- (j) The Company has the right to require the Client to authorise the various transactions on the web site by means of such secure electronic records and secure digital signatures such that appropriate certifying authority for ensuring

secure electronic records and secure digital signatures as mentioned under the Information Technology Act, 2000 is followed by the Client.

5. Online Account Opening

- (a) The Company is required to use unique client code for all clients and the Client shall be required to submit their Permanent Account Number (PAN) details, as and when requested by the Company.
- (b) You shall be required to fill the account opening form and such other documents as the directed by the Company, in accordance with the procedures specified by SEBI.
- (c) The Company may request for documents including but not limited to Aadhaar Number Permanent Account Number (PAN), etc. as it may require for the purpose of opening an account and verification in accordance with the applicable laws.

6. Margins

- (a) Prior to commencement of trading, the Client shall make the prescribed initial margin in the form of cash and /or in the form of securities (**the "Margin"**). The Client agrees that the Company shall be entitled to require the Client to deposit with the Company a higher margin than as prescribed by SEBI. The Client shall be required to keep a margin with the Company till the Client desires to avail the Services via the Platform.
- (b) The Company shall have the irrevocable right to set off a part or whole of the Margin i.e., by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the Client in the event of the failure of the Client to meet any of their respective obligations under these Terms.
- (c) The Company may require the Client to deposit interest-free margin of 100% or as may be intimated by the Company from time to time on the price of the securities proposed to be purchased/ sold.
- (d) In the derivative segment, the Client on or before creating a position is liable to pay an initial margin up-front, such margin shall be decided by the Company or the Exchange from time to time. Furthermore, depending on the movement of the price of the Derivatives contract the Client is liable to pay (or receive) daily margins. The Client may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the Company or the Exchange from time to time.

- (e) The Client agrees and authorizes the Company to determine the market value of securities placed as Margin after applying a haircut that the Company deems appropriate. The Client's positions are valued at the latest market price available ('marked to market') on a continuous basis by the Company. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Company intimates such shortfall.
- (f) The Client accepts to comply with the Company's requirement of payment of Margin in the form of cash immediately failing which the Company may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale shall be borne by the Client, and the Company is hereby fully indemnified and held harmless by the Client in this behalf.
- (g) The Client agrees that any securities placed by him/her/it as Margin may in turn be placed as margin by the Company with the Exchanges or Banks or such other institutions as the Company may deem fit. The Client authorizes the Company to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges/Banks/institutions as margin.
- (h) If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account, securities of the Client in the possession or control of the Company may be liquidated by the Company at its sole discretion, without any reference or prior notice to the Client. The Client shall bear the losses related to the same and the Company shall be indemnified and held harmless by the Client in this behalf.
- (i) Any amendment in the percentage of margins shall be intimated by the Company to the Client over the telephone or in writing or by posting the details on its website. The Client is required to make replenish the shortfall in such margins, if any, on demand of the same by the Company or otherwise immediately.

7. Execution of Orders

- (a) You agree that all orders for purchase, sale or any dealings with regard to any securities or access to any Services through the Platform via the Client's account shall be deemed to have been undertaken/ issued by the Client.

- (b) The Client understands that while placing any order or undertaking any dealings, he shall be required to submit certain identification/ authentication details, in order to ascertain the identity of the Client.
- (c) The orders, instructions, contracts and transactions and their settlement shall be in accordance with the provisions as specified by SEBI and any other regulatory authority in this regard.
- (d) The Company may modify or limit the orders which may be placed by the Client through the Platform as the Company may at its sole discretion deem fit.
- (e) The Client understands that placing an order with the Company does not guarantee execution of the order. The Company has the absolute right to reject any order that may be made by the Client for any reason non-compliance with the Terms.
- (f) The Client is required to ascertain the status of their order which would be posted on the account of the Client, which the client may access through the unique credentials issued by the Company. The Company is under no obligation to inform the same to the Client separately. Further, the Company is entitled to cancel contracts with the Client on suo moto cancellation of the Order by the Exchange without furnishing any reason. The Company shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever.
- (g) The Client hereby understands that the price at which the order was actually executed in the market and the price at which the security was trading when the Client's order was entered into the Company's system might differ.
- (h) Each and every order made through the use of the allotted username and the security code(s) by or on behalf of the Client shall be deemed to be a valid order for which the Client shall be fully responsible. The Company shall not be responsible for any order that is made by the Client involuntarily or by mistake.
- (i) Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the Client shall ipso facto stand cancelled and the Company shall be entitled to cancel the respective contract(s) with the Client.
- (j) In the event of insufficient bids or offers or suspension of trading due to price limits or circuit breakers, temporary disruptions or failures with the electronic trading systems either at the Exchange or the Company's offices etc. the trade may also be cancelled. The Company shall be entitled to cancel relative contract(s) with the Client. At times, due to unforeseen circumstances the Company may not be able to execute the desired transactions (either the Clients own transactions or transactions for enforcing margins as provided in these Terms) on a timely basis. The Company does not accept responsibility for any

losses that the Client may incur on such eventualities beyond the control of the Company.

- (k) The Client agrees that the Company may impose certain surveillances for the Client as it may deem fit, depending on various factors including but not limited to the Company's risk perception. Further, the Client agrees that such surveillances may differ from client to client.

8. Trading, Settlement and Accounts

- (a) The Client agrees that the orders placed through the Platform shall be forwarded by the Company's system to SEBI. The Client shall receive online confirmation via email or SMS after execution of the order and shall be deemed to be a valid delivery by the Company. In the event, The Client shall be responsible to follow up with the Company in the event the Client does not receive any confirmation as specified above.
- (b) In the event of any errors in the reports or confirmations or contract notes of executed trades or any other discrepancy, the Client shall intimate the same to the Company within 24 hours from receipt of the concerned document. The Company has the sole discretion to accept or reject any such claim raised by the Client.
- (c) The Company shall not be held liable for delay in receipt of reports of transactions or status with regard to any contracts or transactions, wherein such a delay is attributable to the Exchanges. The Company shall not be liable for any losses suffered by the Client on account of any such delay in reports or statements or errors in the documents. In the event the trades or transactions are reported late to the Platform, the Client in turn will be subject to late reporting of transactions and the Company shall not be held liable for any such delay.
- (d) In the event that the market closes before acceptance of the order, the same may be rejected. The Company may, at its sole discretion, reject any order placed by the Client on the Platform for any reason whatsoever, including but not limited to lack of funds in the Client's trading account or insufficiency of the margin amount, etc.
- (e) The Company shall issue contract notes in terms with the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, within 24 hours of the execution of the trade. Such a contract note, if issued in physical form shall be dispatched by Company by courier, at the address mentioned in the Terms or at any other address expressly informed to Company by the Client. Besides, the Client agrees that Company issues the contract note in digital form which shall be sent by way of electronic mail to the address provided by the Client. The Company shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to the Company in

writing. Client is aware that it is its responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All such confirmations and statements shall be deemed to have been accepted as correct if the Client does not object in writing to any of the contents of such trade confirmation/intimation within 24 hours to the Company.

9. Brokerage and Other Charges

- (a) The Client agrees to the payment of brokerage, Exchange related charges, statutory levies and any other charges (including but not limited to security handling charges on settlement) the Company may specify, as required from time to time.
- (b) The Company will not charge brokerage as against the upper limit prescribed as per the rules and regulations and bye laws of the Exchange/SEBI. On intimation by the Company, the Client shall pay the brokerage along with the applicable taxes and a percentage of the value of the trade or as a flat fee or otherwise. The Client further agrees to pay any applicable taxes including securities transaction taxes, duties and levies as may be levied on the transaction from time to time.
- (c) The Company shall debit the charges of the depository participant for the trades and the bank charges for the realization of cheques etc. to the Client's account.

10. Delayed Payment

Any amounts which are overdue from the Client towards trading either in the cash or derivative segments or on account of any other reason to the Company or to any of the Company group or associate companies, a penalty of 0.05% per day shall be levied on the Client on account of delayed payment. The Company is authorized to directly debit the same to the account of the Client at the end of each month. The Client also authorises the Company to debit charges for depository services availed from the Company to the trading account. Any money owed by any group or associate company of the Company to the Client shall be offset against the dues owed by the Company to the Client. The Client consents to sharing information relating to its trading account with the concerned banks/financial institutions from which the Company has borrowed funds to meet the pay in obligations of the Client or Client's family, in case of delayed payment.

11. Payout Of Securities / Funds

- (a) Only on successful delivery of any securities and money to the Company by the Clearing Corporation / House or other company or entity, the Company shall be made liable to make the payment to the Client. Further, the securities to be delivered by the Company to the Client pursuant to the Client's purchase transactions shall be credited to the designated trading account of the Client and

the sale proceeds to be paid by the Company to the Client shall be deposited to the designated Bank account of the Client.

- (b) The Client agrees that the Company shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities / funds under this agreement or otherwise. On written request of the Client the Company may release the funds / securities to him, if sufficient margins in respect of his trading, across the stock exchange(s) and across the segment of the stock exchange(s) are available with the Company.
- (c) At all times, the Client agrees to make the payment of funds only in the name the Company titled "Bondbazaar Securities Private Limited" vide an account payee cheque / demand draft drawn on a Nationalised Bank, with details of the Client code and the name of the Client mentioned on the reverse of the instrument.
- (d) At all times, the Client agrees to transfer the securities only to the designated depository account of the Company.
- (e) In the event of Client's account receiving an incorrect credit/debit by reason of a mistake, the Company shall be entitled to reverse such incorrect credit/debit at any time whatsoever. The Client shall be liable and continue to remain liable to the Company for any incorrect gain obtained as a result of the same and the Company reserves the right to take such remedial measures against the Client for recovery of the erroneous credit.

12. Reserve Bank Of India Guidelines (RBI)

The Client agrees and understands the RBI guidelines according to which the Foreign Institutional Investors (FIIs), Non-Resident Indians (NRIs), and Persons of Indian Origin (PIOs) are allowed to invest in the secondary capital markets in India through the portfolio investment scheme (PIS), monitored on daily basis by the Reserve Bank of India (RBI). Under this scheme, FIIs/NRIs can acquire shares/debentures of Indian companies through the stock exchanges in India. The Client hereby agrees to keep himself abreast of the ceiling limits on investments as published by RBI from time to time and also agrees that he shall immediately reverse his transaction, if such transaction breaches the ceiling limits as imposed by RBI. In case the Client does not/is unable to reverse such transaction immediately, the Client authorizes the Company to do so under intimation to the Client.

13. Close Out

- (a) Irrespective of the Margin, in the event of failure of the Client to make full payment within two days of trade execution before pay-in-day (as fixed by stock exchange for the concerned settlement period), whichever is earlier, the Company may close out the transactions by selling the securities of the Client,

unless the Client already has an equivalent credit with the Company. The loss incurred in this regard, if any, will be met from the margin money of the Client. The Client agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by the Company.

- (b) The failure of the Client to deliver the securities sold with valid transfer documents within two days of the trade execution or before delivery day (as fixed by stock exchange authorities for concerned settlement period), whichever is earlier authorizes the Company to close out the contract by effecting purchases. Loss on transaction, if any, will be deductible from the margin money of the Client. The Client agrees to make good the shortfall, if any, immediately on of being intimated of the shortfall by the Company.
- (c) The Company shall be entitled to liquidate / close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the Client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the Client.
- (d) In event of death or insolvency of the Client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, the Company may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.

14. DND / TRAI Related:

Please note that by submitting details you are authorizing Company to send you any communications through any mode including but not limited to in the form of messages, voice calls, through any digital means/channels, any over-the-top communication services, etc. even if you are registered under DND (Do not Disturb). Please also note that communications with Company representatives may be recorded for internal quality and training purposes.

15. Limitation of Liability

- (a) The Company does not guarantee, and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to the Client or the execution of the orders placed by the Client.
- (b) The Company shall not be liable for any inaccuracy, error or delay in, or omissions of, any such data, information or messages, or the transmission or delivery of any such data, information or messages, due either to any act or omission by the Company or to any "force majeure" event (e.g. flood, extraordinary weather condition, earthquake or other any act of God, fire, war,

insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason on account of computer virus, equipment or software malfunction); any fraud committed by any person whether in the employment of the Company or otherwise or any cause within beyond the reasonable control of the Company.

- (c) The Company provides no liability in relation with creating, producing, delivering or managing the Services, for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, delay in transmission of any communication, in each case for any reason whatsoever or any reason mentioned above.
- (d) Further, the Company does not take any liability on account of any cancellation or non-execution of the order placed by the Client with the platform.

16. Indemnity

- (a) The User hereby specifically indemnifies and holds the platform harmless from any and all claims, and agrees that the platform shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, Exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason whatsoever.
- (b) The Company shall not be compensating for any loss of opportunity of the User for non-execution due to any reason whatsoever, including but not limited due to time lag in the execution of the order or the speed at which the system of the Company or of the Exchanges is operating, any shutting down of the Platform etc. which disables the User's access to the Platform.
- (c) The User agrees to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) use of and access of the Platform/Services by the User; (ii) violation by the User of any term of these Terms or any other policy of the Company; (iii) Violation by the User of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that the User's use of the Platform/Services has caused damage to a third party. This obligation will survive the Terms of Service.
- (d) In addition to the terms expressly provided, in no event shall the Company, its officers, directors, employees, partners or agents be liable to the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, the User's use of, or access to, the Platform/ use of the Services.

17. Conduct of the User

- (a) You understand and agree that You are solely responsible for compliance with any and all applicable laws, rules, regulations that may apply to Your use of the Platform and Services. With respect to the Terms, the following may be noted:-
- (i) It is the sole responsibility of the User to ensure that the Use Account information provided by the User is accurate, complete and latest.
 - (ii) You shall be responsible for maintaining the confidentiality of the User Account information and for all activities that occur under the User Account. You shall immediately notify the Company of any unauthorized use of Your User Account. If there is reason to believe that there is likely to be a breach of security or misuse of Your User Account, we may request You to change the password or we may suspend Your User Account or take any other action deemed necessary, without any liability on the Company, for such period of time as the Company deem appropriate in the circumstances. The Company shall not be liable for any loss or damage arising from Your failure to comply with this provision.
 - (iii) You acknowledge and agree that the accessibility to the Website/ Application is dependent on multiple external factors such as internet service providers, location, bandwidth and the Company does not guarantee accessibility to the Website/ Application at all times. In addition to the disclaimers and conditions set forth in the Terms of Service, the Company shall not be liable to the User for any damages arising from Your inability to log into Your User Account and access the Services provided via the Website/ Application at any time.
 - (iv) The Services availed through the Website or the Application are for Your personal and non-commercial use only and any other usage of the Application, Website or Services is prohibited. Your personal and non-commercial use of the Website, Application and / or Services shall be subjected to the following restrictions:
 - (1) You may not decompile, reverse engineer, or disassemble the contents of the Application and / or Website and/or Services or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or Website and/or Services, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or Website and/or Services.
 - (2) You will not (a) use this Application and / or our Website and/or any of our Service/s for commercial purposes of any kind, or (b) use the Application and / or Website/ and Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.

- (3) No User shall be permitted to perform any of the following prohibited activities while availing our Services:
- i) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
 - ii) Impersonate any person or entity, or falsely state the details;
 - iii) Access or use the Application/Website in any manner that could damage, disable, overburden or impair any of the Application's/Website's servers or the networks connected to any of the servers on which the Application/Website is hosted;
 - iv) Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services, or engage in any activity prohibited by these Terms;
 - v) Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website, materials, systems resources, or gain unauthorized access to User Accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services or any affiliated or linked sites;
 - vi) Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services;
 - vii) Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services, to access, acquire, copy or monitor any portion of the Application /Website/Services, or in any way reproduce or circumvent the navigational structure or presentation of the Website/Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/Website/Services;
 - viii) Alter or modify any details of the Services via wrongful means;
 - ix) Any fraudulent use of the Platform or applicable payment method to avail the Services, which causes any monetary loss to the Company as a result of Your action/inaction shall be recovered from You. Without prejudice to the above, the Company reserves the right to initiate legal proceedings against You for the fraudulent use of this Platform or for any other unlawful act or omission in breach of this Terms;

- x) Use the Services for purposes that are not permitted by: (i) these Terms; (ii) EULA; and (iii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- xi) Violate any of the terms specified under the Terms for the use of the Application /Website/Services.

18. Proprietary Information and Intellectual Property Rights

- (a) Except as expressly stated in the Terms of Service, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Platform and/or Services are proprietary property of the Company ("**Proprietary Information**"). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission of the Company and nothing on the Platform and/or Services shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to the User. The Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium. The Platform and Services are protected by the copyright, trademark, patent and other applicable laws of India.
- (b) The Company grants You a limited, non-exclusive, non-transferable right to access the Services, and grants a limited license to the same in the manner as specified herein and the End User License Agreement uploaded on the Platform. Except the right specifically mentioned herein, no right, title or interest shall be transferred to the User.
- (c) You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights in or associated with the Platform and/or Services. All trademarks, service marks, logos, trade names, and any other proprietary designations of the Company used on or in connection with the Platform and/or Services are trademarks of the Company in India and abroad and are subject to the exclusive ownership of the Company.
- (d) Certain contents on the Platform may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, You agree and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party. You are not permitted to use the same without the consent of the respective third party.

19. Breach and Violation of the Terms

- (a) In the event of any breach of these Terms by the User, the User agrees that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company will be entitled to injunctive relief in addition to all applicable legal remedies.

- (b) Any violation of the Terms of Service or any other policy of the Company by the User may result in immediate suspension or termination of the User Account apart from any legal remedy that the Company can avail as per the applicable law. The violation of these Terms could also result in civil or criminal liability under applicable laws.

20. Third Party Links

- (a) You hereby acknowledge, agree and confirm that certain content, products and services available through the Services offered on the Platform may include materials from third-parties.
- (b) Any third-party links on the Platform may direct You to third-party platforms that are not affiliated with Us. We are not responsible for examining or evaluating the content or accuracy and We do not warrant and will not have any liability or responsibility for any such third-party materials or platforms, or for any other materials, products, or services of third-parties.
- (c) We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party platforms. Please review carefully the third-party's policies and practices and make sure You understand them before You engage in any transaction. Any complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

21. Termination

The Company/Client may serve a notice for termination of this Terms with our without stating any reasons in writing of not less than One month to the other party. However, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this Terms or any obligations (including indemnity) which is then outstanding, shall continue to subsist and vest in /be binding on the respective parties or his /its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

22. Assignment

The Client shall not be permitted to assign any of its rights and obligations under this Terms other than with the prior written consent of the Company.

23. Severability

The invalidity or unenforceability of any provisions of the Terms shall not affect the validity or enforceability of any other provision of the Terms, which shall remain in full force and effect.

24. Dispute Resolution

- (a) If a dispute arises between the Parties relating to the Terms , the representatives of the Parties shall meet in good faith to discuss and resolve the dispute

amicably. If the representatives of the Parties cannot resolve the dispute within thirty (30) days, either Party may refer such dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996, including any amendments thereto and re-enactments thereof, before a sole arbitrator appointed by the Company. The arbitration proceedings shall be conducted in English. The venue and seat of arbitration shall be Mumbai. Each party will bear its own costs with respect to the arbitration proceedings, unless otherwise determined by the arbitral award.

- (b) Subject to sub-clause (a) above, any legal action or proceeding concerning the validity, interpretation and enforcement of the Terms, matters arising out of or related to the Terms or its making, performance or breach, or related matters will be brought exclusively in the courts of Mumbai. This Terms shall be governed by the laws of India.

25. Feedback

Any feedback provided by the User with respect to the Application shall be deemed to be non-confidential and may be used on an unrestricted basis to improve the quality of Services offered by the Company. Further, the User represent and warrant that (i) the feedback does not contain confidential or proprietary information of the User or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; and (iii) the User is not entitled to any compensation or reimbursement of any kind from the Company for the feedback under any circumstances.

26. Customer Service

We attempt to make all best endeavours to provide our Users with a content, satisfying and enjoyable experience. In the unlikely event that You face any issues or wish to give any feedback, please contact us at +91 7400401010.

You acknowledge and agree to the Terms and understand that they shall apply to Your use of the Website/Application and Services. The Company has given You a reasonable opportunity to review these Terms and after reviewing and understanding the Terms, You have agreed to the same.

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