

Terms & Conditions - Market Pulse

These Terms and Conditions mandate the terms on which the users access and register on the mobile application 'Sniper' referred to as, "the Platform" owned and operated by Market Pulse Securities Private Limited (hereinafter referred to as "Market Pulse" or "Company" or "We" or "Us"), a Company incorporated under the Companies Act, 2013 having CIN: U67190MH2021PTC356067, and having its Registered Office at Office no. 9/10, 4th Floor, Agnelo House, C.T.S. No F/186, S.V. Road, Khar West, Mumbai – 400052. Market Pulse is a member of MCX (Registration No. 56945) and has Securities & Exchange Board of India ("SEBI") Registration Number INZ000300936.

These Terms and Conditions are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the intermediary's computer resource by any person.

In terms of Information Technology Act, 2000, this document is an electronic record, being generated by a computer system and it does not require any physical or digital signature. Your acceptance to the terms and conditions shall be considered as your consent to use of the Platform provided by Market Pulse in accordance with the terms and conditions laid down by Market Pulse.

Please read the Terms of Use and Privacy Policy carefully before registering on the Platform or accessing any material information through the Platform. The Company retains an unconditional right to modify or amend this Terms of Use without any requirement to notify You of the same. You can determine when this Terms of Use was last modified by referring to the "Last Updated" legend above. It shall be Your responsibility to check these Terms of Use periodically for changes. Your acceptance of the amended Terms of Use shall signify Your consent to the changes and the agreement to be legally bound by the same.

Interpretation

The words, "him", "his", "You", "Your", "Client", "User" and "Investor" refer to the person(s) who use and avail the Services and Products of Market Pulse Platform and shall include both singular and plural. The Services provided herein is only for Customers who are Indian citizens and tax resident of India.

These terms shall constitute a binding contract between Market Pulse and you when you download or use the services on the Platform or use its Services on any other platform managed by Market Pulse and shall be referred to herein as the "Agreement". Downloading and installing the App or using the services of the App shall be deemed to constitute sufficient proof that you have read, understood and accepted these terms.

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These Terms and Conditions contain important information regarding the Services that Market Pulse will provide to you and for your own protection you should read them carefully before accepting them. If you do not agree to these terms you must not proceed to use the App or use the Services provided on the Platform.

Eligibility to Use: By accepting the Terms and Conditions, You hereby represent that:

- You are of 18 (eighteen) years of age or older and You have the necessary authority to register/sign up on the Platform for the availing the Services on behalf of the minor;
- You are of legal age to form a binding contract, are not a person barred from receiving the Platform Services under the applicable laws and are competent to enter into a binding contract. The Company reserves the right to refuse access to the Platform to new Users and any such user who has been suspended, disqualified, debarred and/or removed by the Company for any regulatory and/or statutory authority reason whatsoever shall not be entitled to avail the Platform Services; and You agree to abide by the Terms of Use and Risk Disclosure documents and any other information provided by You on and through the Platform for the provision of the Platform Services;
- the money You invest is from Your bank account (primary holder's bank account in case of Investment Account held jointly), and the same is from legitimate sources and remitted through approved banking channels;
- 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 Platform;
- You shall be solely responsible for all the investment decisions executed by You on the Platform in Your portfolio and the Company shall nowhere be responsible for any loss or harm incurred by You due to the investment activities carried out in Your portfolio.

Use of the Platform

Subject to compliance with the Terms of Use, the Company hereby grants You a non-exclusive, limited privilege to access and use this Platform. You agree to use the Platform only: (a) for purposes that are permitted by the Terms of Use; and (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines.

You agree that You shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, alter, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through the Platform, except that You may download the Platform for Your own personal, internal use and non-commercial use. You agree that You will not use the Platform in any manner or engage in any activity that may damage, disable or impair or adversely affect the use of the Platform or interfere with any other users' use, legal rights, or enjoyment of the Platform. Further, You agree not to remove any text, copyright or other proprietary notices contained in the content downloaded from the Platform. Further, You undertake not to:

- defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

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- copy, republish, post, display, translate, transmit, reproduce or distribute any content on the Platform through any medium without obtaining the necessary authorization from the Company;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
- engage in any activity that interferes with or disrupts access to the Platform (or the servers and networks which are connected to the Platform);
- attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of the Company's server, or through the Platform, by hacking, password mining or any other illegitimate means;
- probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User, or visitor to, the Platform, to its source, or exploit the Platform or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Platform;
- disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
- collect or store data about other Users in connection with the prohibited conduct and activities;
- use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
- use the Platform or any material or content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- violate the Terms of Use contained herein or elsewhere; and
- reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- Shall not use Company's and/or its affiliates and group companies registration details, and/or any certificates and/or any general details thereby inducing public at large to conduct business, trading activities with You. Additionally, You shall ensure that You shall not undertake any selling/advisory activities, or carry out any transactions and/or mis-sell the products/services offered by the User in the secondary market under the name and title of the Company, its associates, affiliates and group companies.

General terms and conditions

Before availing of online trading services, the Client shall complete the registration process as may be prescribed from time to time. The Client shall follow the instruction given on the Platform for registering him/herself as a client.

The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the Platform of Market Pulse. The Client will not hold nor seek to hold Market Pulse or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost of damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the Platform, literature, brochure issued by Market Pulse or any other agency appointed/authorised by Market Pulse. The Client should seek independent professional advice regarding the suitability of any investment decisions. The Client also acknowledges that employees of Market Pulse are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Market Pulse or any of its employees.

Online account opening

Online account opening using AADHAAR is currently available only for residents of India opening accounts for an individual (HUFs, corporate bodies, NRIs, etc., not eligible).

When opening an account online using AADHAAR, data will be fetched from the KYC database and cannot be edited.

Security precaution and password

Market Pulse will provide the client with a username and an option to set the password which will enable him to avail of the facilities of Online Trading through the Market Pulse trading Platform, or in any such other manner as may be permitted by Market Pulse for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the Platform.

Our trading terminal system have a stringent Two-Factor authentication (2FA) secure system for every client to enter into their login ID using their Client ID and Password, along with a 4 digit PIN This 2FA mechanism is set in place as per SEBI & Exchange guidelines with respect to Internet Based Trading Rules.

Each Client's account on Sniper (or Market Pulse trading platform) Login has a 2FA system in place for a secure login experience. After a client enters his/her User ID, he/she is required to enter his/her (i) Password; and (ii) a 4 digit unique PIN set by the Client himself/herself. An option will be provided to the Client to create Password & PIN i.e. 2FA during account opening journey itself. This 2FA by each client, is unique to him/her, and is not known to anybody else apart from the client himself/herself. Passwords and 2FA credentials are privileged information, and must be kept in high secrecy by each client and not shared with anybody else.

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Any Password can be reset by the Client at any point of time, by selecting the 'Forgot Password' link under the login area. As soon as the Client selects 'Forgot Password' link, an OTP (One Time Password) shall be sent to the registered mobile number of the Client for authentication and upon entering OTP the option to reset the password will be provided to the Client.

The Client acknowledges that he is fully aware of and understands the risks associated with availing of online trading services through internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on Market Pulse's Online Trading System and unauthorisedly routing orders and transactions on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for keeping the Username and Password confidential and secure and for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through Market Pulse's Online Trading System on the Client's Username in any manner whatsoever.

Without prejudice to the provisions mentioned herein above, the Client shall immediately notify Market Pulse in writing with full details if: he discovers or suspects unauthorised access through his Username, Password or Account, he notices discrepancies that might be attributable to unauthorised access, he forgets his password or he discovers a security flaw in Market Pulse's Online Trading System.

Orders

All orders for purchase, sale or other dealings in securities and other instructions routed through the Market Pulse's Online Trading System via the Client's Username shall be deemed to have been given by the Client.

Market Pulse is currently providing trading facility to its Clients only through its Mobile application i.e. Sniper. In case of any system failure the Clients would be given an option to execute their trades by getting in touch with the Support Team. It may be noted that this facility will only be made available as a measure of contingency i.e. only in case of failure of Market Pulse systems. The client agrees to provide information relating to customer user identification number, and such other information as may be required while placing orders on the telephone to determine the identity of the client.

The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

Market Pulse may from time to time impose and vary limits on the orders which the Client can place through Market Pulse's online trading System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that Market Pulse may need to vary or reduce the limits or impose new limits urgently on the basis of the Market Pulse's risk perception and other factors considered relevant by Market Pulse, and Market Pulse may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that Market Pulse shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through Market Pulse's Online Trading System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that

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Market Pulse may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through Market Pulse.

Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on Market Pulse's Online Trading System, Market Pulse shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

The client agrees Market Pulse may impose scripwise surveillance or such other conditions as to scripwise limits, etc. The client also understands that Market Pulse may impose various surveillance which may differ from client to client on the basis of the Market Pulse's risk perception and other factors considered relevant by Market Pulse.

In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into Market Pulse's Online Trading System.

Trading, settlement and accounts

The client agrees that all orders placed through the trading Platform shall be forwarded by the system to the Exchange. All orders placed otherwise than through the trading Platform shall be forwarded by the system to Exchange terminals or any other order execution mechanism at the discretion of Market Pulse. In the event that the order is placed during the trading hours, it shall be routed to and executed on the market system.

Online confirmation will be sent to the client by notification on the Mobile App/ Whatsapp message/electronic mail after the execution of the order, trade and this shall be deemed to be valid delivery thereof by Market Pulse. It shall be the responsibility of the client to review immediately upon receipt, whether delivered to him by electronic mail or any other electronic means, all confirmations of order, transactions, or cancellations. It shall be the responsibility of the client to follow up with Market Pulse for all such confirmations that are not received by him within a stipulated time.

The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to Market Pulse's notice in writing by an electronic mail within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to Market Pulse in writing via electronic mail within twenty four hours from the time of receipt of the first notice. In all cases, Market Pulse shall have a right to accept or reject the client's objection.

There may be a delay in Market Pulse receiving the reports of transaction status, from the respective exchanges or other persons in respect of or in connection with which Market Pulse has entered into contracts or transactions on behalf of the clients. Accordingly, Market Pulse may forward to the client late reports in respect of such transactions that were previously unreported to him as expired, cancelled or executed. The client shall not hold Market Pulse responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any exchange.

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The client agrees that if, for any circumstance or for any reason, the markets close before the acceptance of the Order by the Exchange, the order may be rejected. The client agrees further, that Market Pulse may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be re-processed, in any event.

Market Pulse may, at its sole discretion, reject any order placed on the trading Platform or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip- specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.

The client agrees that, if the order is not accepted on the trading Platform for any reason, Market Pulse shall have the right to treat the order as having lapsed.

The client is aware that the electronic trading systems either at the Exchange or in the office of Market Pulse are vulnerable to temporary disruptions, breakdowns or failures. In the event of non- execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure / disruption / breakdown of system or link, Market Pulse shall be entitled to cancel relative request/(s) with the Client and shall not be liable to execute the desired transactions of the client's. In such an event, Market Pulse does not accept responsibility for any losses incurred / that may be incurred by the Client due to such eventualities which are beyond the control of Market Pulse.

Market Pulse may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.

The client agrees to abide with and be bound by all the rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by Market Pulse and the orders placed by him on the trading Platform or any other manner.

Market Pulse shall not be responsible for any order, that is made by the Client by mistake and every order that is entered by the Client through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from Market Pulse is received by the client. However, due to technical other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed, cancelled or modified unless and until Market Pulse has so confirmed in writing.

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The pending orders shall be governed as per the exchange systems, after the market is closed for the day.

Market Pulse shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, within 24 hours of the execution of the trade. The client agrees that Market Pulse will issue the contract note in digital form which shall be sent by way of electronic mail to the address provided by the client. Such a contract note, if issued in physical form shall be dispatched by Market Pulse by courier, at the correspondence address mentioned in the account opening form or at any other address expressly informed to Market Pulse by the client. Market Pulse 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 Market Pulse in writing. Client is aware that it is his 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 Market Pulse.

Market Pulse may allow/disallow client(s) from trading in any commodity, security or class of securities, or derivatives contracts and impose such conditions including commodity wise/scrip-wise conditional trading for trading as it may deem fit from time to time.

Margin

The Client agrees and undertakes to immediately deposit with Market Pulse such cash, securities or other acceptable security, which Market Pulse may require as margin. The Client agrees that Market Pulse shall be entitled to require the Client to deposit with Market Pulse a higher margin than that prescribed by the Exchange. Market Pulse shall also be entitled to require the Client to keep permanently with Market Pulse a margin of a value specified by Market Pulse so long as the Client desires to avail of the Online Trading Service of Market Pulse.

The Margin will not be interest bearing. Market Pulse shall have, at its sole discretion, the irrevocable right to set off a part or whole of the Margin i.e., by the way of appropriating 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.

The client agrees and authorises Market Pulse to determine the market value of securities placed as margin after applying a haircut that Market Pulse may deem appropriate. The client undertakes to monitor the market value of such securities on a continuous basis. The client further undertakes to replenish any shortfall in the value of the margin that consequents to a fall in the market value of such securities placed as margin immediately whether or not Market Pulse intimates such shortfall.

Market Pulse may at its sole discretion prescribe the payment of Margin in the form of cash instead of or in addition to margin in form of securities. The Client accepts to comply with the requirement of Market Pulse with regards to payment of Margin in the form of cash immediately. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate / close out all or any of the client's positions for non- payment of margins or other amount, outstanding debts, etc.,

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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.

The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.

The client is also aware that Market Pulse is required to deposit sufficient margin with the Exchange to enable all its eligible clients to trade subject to such limits as may be imposed by Market Pulse on the basis of Market Pulses' Risk perception and other factors considered relevant by Market Pulse. However, there may be circumstances when the deposits made by Market Pulse with the Exchange may not be sufficient in times of extreme volatility and trading terminals of Market Pulse may get temporarily suspended because of the cumulative effect of non-meeting of obligation by various clients as per this agreement. In these circumstances, no client shall have the right to claim any damages from Market Pulse for any loss that they might incur on account of such suspension of trading.

The Client agrees that any securities/cash placed by them as margin may in turn be placed as margin by Market Pulse with the Exchanges or banks or such other institutions as Market Pulse may deem fit. The Client authorises Market Pulse to do all such acts, deeds and things as may be necessary and expedient for placing such securities/cash with the Exchanges/Banks/Institutions as margin.

Any reference in these terms to sales or transfer of Securities by Market Pulse shall be deemed to include sale of the Securities which form part of the Margin maintained by the Client with Market Pulse. In exercise of Market Pulse's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the discretion of Market Pulse.

Maintenance of trading account

Money pay-in to Market Pulse - The Client agrees that all payments due to Market Pulse will be made within the specified time and in the event of any delay, Market Pulse may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to Market Pulse shall be from the primary account of the client and shall not be from any third party.

Money payout to Market Pulse - Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes Market Pulse to release all payments due to him from the trading account maintained with Market Pulse, against specific request in this behalf.

Market Pulse is entitled to consider any sum or money or security lying to the credit of the client as margin received.

Intellectual Property Rights

The Platform and all information, content, materials, products including, but not limited to text, content, photographs, graphics, texts, video and audio content and computer code

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("Content") on the Platform is owned and controlled by the Company and the design, structure, selection and feel and arrangement of the Content is protected by copyright, patent and trademark laws and other various intellectual property rights either in the favour of the Company, or third parties from whom the appropriate permissions have been taken under applicable laws. The trademarks, logos and service marks displayed on the Platform ("Marks") are the property of the Company or other respective third parties, as the case may be. You are not permitted to use the Marks without the express prior written consent of the Company or the third party that owns the Marks.

Further, You understand and accept that all information, except Your personal information and other data submitted by You for the purposes of transacting on the Platform, through the Platform shall be deemed the property of the Company, and the Company shall be free to use any ideas, concepts, know-how or techniques provided by You on the Platform, in any manner whatsoever. On initiating a contact or query through the Platform, You agree to be contacted by the Company or any other entities with whom the Company has entered into an arrangement for the provisions of Services to You.

Representations and warranties

The Client hereby warrants that he is capable of executing the present agreement and that the terms of the present are not in contravention of any rights of any party with whom such client has any agreements, at any time prior to the execution of this agreement.

He agrees to provide and continue to provide all details about themselves as may be required by Market Pulse, including but not restricted to PAN Number or Unique Identification Number (issued by UIDAI), and states all details and facts represented to Market Pulse are true.

The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc., which are susceptible to interruptions and dislocations; and the Online Trading Service of Market Pulse may at any time be unavailable without further notice. Market Pulse and the Exchange do not make any representation or warranty that the Online Trading Service of Market Pulse will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or Market Pulse on account of any suspension, interruption, non-availability or malfunctioning of the Online Trading System or Service of Market Pulse or the Exchange's service or systems for any reason whatsoever.

The Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond the Company's control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.

Market Pulse states that it has complied with and will continuously comply with all statutory and regulatory directions to offer the Internet Trading services through the Platform.

The Client warrants that all or any of the securities deposited by him with Market Pulse in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances.

The Client/s agree to indemnify and hold Market Pulse harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of user ID and password by the Client/s.

The Client hereby confirms and warrants that the Client authorises Market Pulse to take all such steps on the Client's behalf as may be required for provisions or to complete or settle any transactions entered into through or with Market Pulse or executed by Market Pulse on behalf of the Client. However, nothing herein shall oblige Market Pulse to take such steps.

Please note that not all the Platform Services are available in all geographical areas and depending on Your location, You may not be eligible to avail certain Platform Services. The Company and /or its group entities and affiliates reserve the absolute right to determine the availability and eligibility for any of the Platform Service offered on the Platform.

The Company is not responsible for the availability of content or other services on third party sites linked from the Platform and the Company urges You to read the terms of use of the respective third party sites, before accessing or registering with any of such third party sites. Further, the Company does not make any warranties and expressly disclaims all warranties express or implied, including without limitation, those of merchantability and fitness for a particular purpose, title or non-infringement with respect to any information or services or products that are available or advertised or sold through these third-party websites.

Further, The Client will not dispute or hold the Company responsible for:

- any act that is not an obligation of Company under the Terms of Use;
- any disclosures made by the Company or its group entities/affiliates to any statutory body under any law;
- squaring off the Client's trades/positions as per its Risk Policy for factors including but not limited to volatility, margin, outstanding debts, circuit limits (irrespective of margin availability), liquidity etc and the Client shall be solely liable for the consequences arising thereto.
- loss on account of auto square off of the Client's trades/positions by the Company after the cut off time.
- limits/restrictions placed on trading as per its Risk policy and/or Surveillance policy
- processing of instructions authenticated by the Client's login credentials, non-availability or non-accessibility of the Platform, telephone(s), or office(s) of Company and its group entities/affiliates in case of circumstances beyond their control.

Fees and brokerage

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The Client agrees to pay Market Pulse and authorises Market Pulse to debit from its Fund balance any brokerage, commission, fees, service tax and statutory/regulatory dues and transaction charges as agreed upon and due from time to time, as applied to such Client's account, transactions, and trading ledger by Market Pulse, for the services that the Client receives from Market Pulse.

All fees, brokerage, and charges on Market Pulse's platform are subject to change from time to time, subject to complying with rules prescribed by the Exchanges and SEBI, at Market Pulse's discretion, with due notification to the Client. Each time there is any change with respect to fees, charges, and brokerage, Market Pulse would notify all Clients by an email to their registered email ID and/or any other electronic means with all details, along with the date of such changes being effective.

An updated schedule of charges, brokerage, fees, towards applicable services provided by Market Pulse along with taxes and other mandatory transaction charges is made in the Account Opening form.

Miscellaneous

Market Pulse does not warrant that (i) the Platform or Platform Services will meet the Client's requirements or Your use of the Platform will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Platform will be effective, accurate or reliable; (iii) any errors or defects in the Platform will be corrected. No advice or information, whether oral or written, obtained by The Client from the Company and/or our group entities or affiliates shall create any warranty not expressly stated in the Terms of Use.. The service is provided in an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The client agrees that Market Pulse shall not be held responsible for delays in transmission of orders due to breakdown of the system or failure of communication facilities either due to the fault of the systems of Market Pulse or of the Exchanges or otherwise or for any other delay beyond the reasonable control of Market Pulse due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of Market Pulse.

All modifications to this Agreement shall be made solely at the discretion of Market Pulse and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the trading Platform or in any other manner.

Indemnity

The Client agrees to indemnify the Company and/ its group entities and affiliates, its directors and employees from any losses, damages, penalties, claims, costs and demands (including reasonable attorney fees and legal costs) arising out of the Client's breach or non-performance and/or non-observance of the duties and obligations, representations, warranties and covenants under the Terms of Use or due to the Client's acts or omissions. The Client further agree to hold the Company and/or its group entities and affiliates harmless against any claims made by any third party due to, or arising out of, or in connection with, the Client's use of the Platform, any misrepresentation with respect to the data or information provided by him/her, the Client's violation of the Terms of Use, or the Client's violation of any rights of another, including any intellectual property rights. In no event shall the Company and/ or its group entities and affiliates and their officers, partners,

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consultants, agents and employees, be liable to the Client or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with the Client's use of or access to the Platform or Content on the Platform. The limitations and exclusions in the Terms of Use apply to the maximum extent permitted by applicable laws.

The client is aware that authentication technologies and strict security measures are required for internet trading through an order routed system and undertake to ensure that the password of the client and /or their authorized representatives are not revealed to any third party. The client also agrees to indemnify Market Pulse from any loss, injury, claim or any action instituted against Market Pulse arising from the misuse of the password by any party.

In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, Market Pulse may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

Force majeure

The Company shall not be liable for failure or error of any transaction on the Platform or for any failure on part of the Company to perform any of its obligations under these Terms of Use if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations under these Terms of Use shall be suspended for so long as the Force Majeure event continues. The term "Force Majeure Event" means any event due to any cause beyond the reasonable control of the affected party, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

Severance

In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.

Refund & cancellation policy

We have developed our trading platform keeping the Client into focus and the trading platform is accessed through opening a Trading Account with us at the most pocket friendly cost. No refund of account opening charges shall be made once the Trading account is opened with us. Refund shall be provided only the under circumstance where the account opening charges are made more than once by the Client during account opening process for opening the Client's Trading Account. The Client may place a written refund request with the support team along with the payment details like the Bank Account Number,

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Transaction Number, etc. Once the Client's Trading account is opened any payments made thereafter will be credited towards your account and there shall be no refunds. To withdraw any amount from such account the Client may place withdrawal request through the Platform.

Note: The completion of the refund procedure is subject to agencies such as banks, payment gateways.

Violation of the Terms of Use

You agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company and/ or its group entities and affiliates, as the case may be, for which monetary damages would be inadequate, and You consent to the Company obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company may have at law or in equity. If the Company takes any legal action against You as a result of Your violation of these Terms of Use, they will be entitled to recover from You, and You agree to pay all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

Suspension and Termination:

The Terms of Use will continue to apply until terminated by either You or the Company as set forth below. If You object to the Terms of Use or are dissatisfied with the Platform, your only recourse is to (i) close Your Account on the Platform; and/or (ii) stop accessing the Platform. In case you violate these Terms of Use and/ or any applicable law, the Company may, at any time and in its sole discretion, terminate Your Account and/or prevent You from accessing the Platform and/or Platform Services. The Company may delist You or block Your future access to the Platform or suspend or terminate your Account if it believes, in its sole and absolute discretion that You have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Use will survive indefinitely unless and until the Company chooses to terminate them. If You or the Company terminate Your use of the Platform, the Company may delete any Content or other materials relating to You and the Company shall have no liability to You or any third party for doing so. However, Your transaction details may be preserved by the Company for purposes of tax or regulatory compliance. The Company, in consultation with its group, associates and subsidiary companies may modify these terms at any time.

You agree that Market Pulse, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Platform, at any time. Market Pulse may also in its sole discretion block, restrict, disable, suspend or terminate your access to the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform or any account you may have or portion thereof may be effected without prior notice, and you agree that Market Pulse will not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Market Pulse may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Platform. The User may terminate his/her account with Market Pulse by raising a termination request through the Platform. Such termination

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requests can only be initiated when (i) the portfolio value of the User is Zero, and (ii) there are no monies due to Market Pulse from the User.

Governing laws

The Terms of Use shall be governed and construed in accordance with the laws of India without reference to conflict of laws principles. All disputes arising in relation to shall be subject to the exclusive jurisdiction of court at Mumbai.

SEBI Caution

Investment in the securities market are subject to market risks, read all investments related documents carefully, before investing.

Investor Redressal Mechanism

Investor Satisfaction being of utmost importance, for which necessary mechanisms and systems are in place. In case of any dissatisfaction with the Platform Services, the Client shall first file a formal complaint with the customer service of the Company, as may be applicable, prior to pursuing any other recourse. All the investor grievances are monitored and redressed by the Compliance Officer of the Company who reports directly to the Board of Directors and this essentially takes care of the necessary escalation in case of any long pending and serious complaint, otherwise the same are taken care of by the Compliance Officer with the support of the Compliance team. The clients can email their grievances on the email id grievances@market-pulse.in which is displayed on the Platform and the same also mentioned on the contract notes and other correspondence if any sent to the client from time to time.

Notice

All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and / or at the ordinary business address of the party to this agreement such as -

- By hand
- Delivery by post
- By registered post
- Under certificate of posting
- By email or fax
- By affixing it on the door at the last known business or residential address.
- By oral communication to the party or on the last known telephone number or on the recording machine of such number.
- By advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- By notice posted on the notice board of the Exchange if no address is known. Any communication sent by Market Pulse to the Client shall be deemed to have been properly delivered or served, if such communication is returned on Market Pulse as

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unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address /residing address and / or at the ordinary business address of the party to this agreement.