



## Welcome to Kalpalabdhi Financials Private Limited!

This Agreement (the “Terms”) outlines the rules governing our relationship with you. We kindly ask you to review them thoroughly. If you do not accept the Legal Agreement detailed below, you are advised not to use our Services. Your continued use of the Services and Platform (as defined herein) will be considered as your acknowledgment and acceptance of these Terms.

Thank You for using our products and services (“Services”). The Services are provided by Kalpalabdhi Financials Private Limited (hereinafter known as KLFS). The terms "we", "us", "our" refers to KLFS. Kalpalabdhi Financials Private Limited is a Stock Broker and a Depository Participant registered with Securities and Exchange Board of India Limited (SEBI) having registration number INZ000171733 (Stock Broker) and IN – DP-526-2020 (DP).

### Terms and Conditions of Use

This section contains the Terms of Use of KLFS which means Website **and/or Web Trading Platform and/or Computer Application** and/or Mobile Application (on Android and IOS) collectively they are referred to as “Platform” for brevity. By accessing this Platform and any of its pages, you are agreeing to and understand that the information and material contained in this Platform constitutes your consent to the terms and conditions mentioned below. You also agree that KLFS can modify or alter the terms and conditions of the use of this service without any liability. By use of the Platform, you agree and acknowledge that you are 18 years and above.

KLFS is a Securities (Various Asset Classes) Trading, News aggregation-dissemination and content creation-distribution platform. We may provide Personalised Notes as per user/client’s stock preferences wherein; KLFS on occasion may provide information through our Services by using other Third-Party Websites, the links for which may or may not be available. We do not have control on these websites and/or information provided and KLFS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party site. The third-party websites are not under our control and we have not reviewed, nor approved them and we are not responsible for the content or omissions of any third-party websites or any links contained in a third-party website. KLFS also permits users/experts/third party publishers to upload, share and distribute content created by them. By using our Services, you expressly acknowledge and agree that KLFS shall not be responsible for any damages of any kind, claims, or other Liability arising from or related to your use of any third-party websites/data/information/opinions. To the extent that the Platform or any links provided therein directs you to a Third-Party Website, you agree and acknowledge that KLFS is merely acting as an intermediary. KLFS also provides certain content which has been created by KLFS itself and only to that extent it is not acting in the capacity as an intermediary.

### E-mail/SMS/Notification – Messages

Messages/communications sent to and from between KLFS and Users/Clients over the Internet cannot be guaranteed to be completely secure. KLFS is not responsible in any manner whatsoever for any damages incurred by users/Clients on account of errors/delays/lost data packets/slow data connectivity. KLFS is not responsible in any way for direct, indirect, special or consequential damages arising out of the use of this Platform.

As a condition of your use of the Platform, you will not use it for any purpose that is unlawful or prohibited or in violation of the terms and conditions as mentioned here in or prohibited by any



domestic laws, statutes, ordinances and regulations. Your use of the Platform is your sole responsibility.

You shall not, display, upload, modify, publish, transmit, update or share any information including any messages/communication on the Platform, that -

1. Belongs to another person and to which you do not have any right;
2. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner;
3. Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming" or unsolicited commercial advertisement;
4. Harms minors in any way;
5. Infringes any patent, trademark, copyright, design or other proprietary rights;
6. Violates any law for the time being in force;
7. Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
8. Impersonate another person;
9. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
10. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

#### **Transmission over the Internet and Delay in Services:**

Due to the nature of the Internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. We shall not be liable for any loss or liability resulting, directly or indirectly, from delays, malfunctions or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. We shall have no responsibility to provide you access to the Platform while interruption of the Platform is due to any such cause continues. We are also not liable for delayed trading of Stocks/Commodities not under its control that may affect the accuracy or timeliness of messages and transactions you send and receive.

#### **Downloading of the Platform:**

We do not represent or warrant that the Platform will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your device. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Platform.

#### **Modification**

KLFS reserves the right to delete, modify, change or discontinue any or all of the information on the Platform without giving notice to any user, individual, group of individuals, institutions and any such governing bodies.



### **Password Protection and Trading Account:**

KLFS gives you a unique user name and passwords for Browsing, Trading and Transaction purposes. You are free to change the password as and when you want from within the system provided in the Platform. In order to use full functionality of the Platform the user must register with KLFS as a client after completing due registration formalities which are enumerated on the KLFS website but which can also be done even through the Platform. Once a trading account is opened after following due procedure, the user/client can operate all the functionality of the Platform.

### **Internet Scanners and Intrusion Detection System**

KLFS maintains a database of attack signatures which is continuously updated and against which it will scan all incoming traffic to detect any malicious activity or hacking attempts into the site. In the event of a cyber-attack/possibility of attack, it may terminate session/all sessions of the client(s) and log the attack details and take appropriate actions. Such cyber intrusions are external factors beyond the control of KLFS and KLFS owns no responsibility to users/clients on account of lost access or losses that may arise due to such an eventuality.

### **About our Services**

When a service requires or includes downloadable software/mobile application, this software may update automatically on your device once a new version or feature is available. Some services may let you adjust your automatic update settings. Our Platform may not support all the devices (mobile/laptop/tab/desktop), due to technological factors of the application/operating system/third party software's or any other factor. Your device may not be supportive or earlier tested with our platform, you should not assume that our platform will work/support your device.

Subject to your compliance with terms and conditions of the agreement, KLFS gives you a personal, limited, non-assignable and non-exclusive license to use the Platform. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Platform as provided by KLFS, in the manner permitted by these terms. You shall not copy, modify, distribute, sell, or lease any part of our Platform or included software, nor may you reverse engineer or attempt to extract the source code of that Platform, unless laws prohibit those restrictions or you have our written permission.

### **Account Opening Instruction**

By opening account via online EKYC mode. I understand, acknowledge, agree and accept that the account is a normal individual account.

All Credit received will be automatically credited in my demat account

1. All the pledge instruction will be accepted in my demat account without any further instruction from my end.
2. Running A/C authorization consent is provided along with the Online Account Opening option.
3. Account statement will be sent to my registered email address.
4. Non-PEP Account: I am not linked/exposed to any political party/person.
5. Electronic Transaction-cum Holding statement will be sent on my registered email id.
6. Registered email id will be shared with RTA for communication and records.
7. I have / will read R.D.D & other risk related documents on the KLFS / Exchange websites.
8. Annual Report will be received on mail from RTA
9. Interest/Dividend will be transferred directly to client's registered bank account.
10. Demat Instruction Slip will be issued on request made by client.



11. BSDA facility will be given on request made by client provided the client is eligible for the same.

If any exception is required to the above conditions, I will open the account via physical mode or submit a modification form.

**Modifying and Terminating our Services**

We are constantly changing and improving our Platform. We may add or remove functionalities or features, and we may suspend or stop a Platform altogether.