

Terms & Conditions

The following terms and conditions (“Terms”) contain important information pertaining to your trading and demat accounts with S A Artha Securities Private Limited (hereinafter collectively referred to as “INVES 21”, “our” or “us”). The Terms govern the relationship between us and you, the user (“You” or “Client”). Trading in the segment opted for (Cash or Derivative) of the NSE is enabled through S A Artha Securities Private Limited, a trading member of the National Stock Exchange (“NSE”) registered with the Securities & Exchange Board of India (“SEBI”) having Registration Number INZ000316838. S A Artha Securities Private Limited is a registered entity with SEBI for Research Analyst in terms of SEBI (Research Analyst) Regulations, 2014, with registration number INH000016667. S A Artha Securities Private Limited is also a Mutual Fund Distributor with ARN No: 279815.

These Terms shall govern the relationship between INVES 21 and its clients (hereinafter “Client”, “you”, or “your”). Access to and usage of your account and the Platform is subject to your compliance with the Terms set forth herein, read with the Policies and Procedures, and any other documents as may be applicable. This includes but is not limited to the various application forms and undertakings signed by you at the time of opening your account(s). Please note that the information contained herein is subject to change without notice. Please read this page carefully and retain it for future reference. You agree to any and all changes to the Terms without specific communication from INVES 21 by Your continuing usage of the Platform and/or continuing to hold an account with INVES 21.

Disclaimer

The client acknowledges that market-based investments are subject to market risks. Please read all the relevant documents carefully.

The Client acknowledges and agrees that all investment and/or trading decisions are based on the Client's own investment objectives and evaluation of prevailing financial circumstances. This extends to all decisions made by the Client on the basis of any information that may be available on the Platform. The Client understands that INVES 21 facilitates participation in financial markets by providing access to its clients to participate in the financial markets and that INVES 21 does not seek to influence or otherwise affect the decision-making process of its clients in any way whatsoever.

The client understands that any information published on the INVES 21 website or any of its platforms is purely for information purposes only. The Client shall not hold nor seek to hold INVES 21 or any of its officers, directors, employees, agents, and subsidiaries (if any) liable for any trading losses or damages incurred as a consequence of relying upon any information, opinions, advice or any other material whatsoever on the Platform or in any brochures, promotional material or any other literature promulgated by INVES 21.

The Client shall seek independent advice from professionals on the suitability of any investment decisions. The client acknowledges that any advice of this nature inadvertently given by any employee or representative of INVES 21 shall strictly be construed as being in their personal capacity, and INVES 21 disclaims any liabilities arising thereto.

The Client acknowledges that any information that has to be uploaded as per regulators' requirements needs to be done periodically. INVES 21 reserves the right to take necessary follow-through actions upon any failure to disclose information.

INVES 21 reserves the right to update information periodically on its website or to withdraw any information being published on its website.

Opening of Online Account

Opening an online account through the INVES 21 Platform is subject to completion of the registration form, submission of all mandatory documents, valid PAN and its verification, and KYC Registration Agency verification. Opening an online account using an Aadhaar Card is available only for resident Indian individuals (HUFs, Corporate bodies, NRIs, etc, shall not be eligible). While using Aadhaar to open an account, the data will be fetched from the database and cannot be edited.

Only KRA-verified clients' accounts would be activated, and the accounts can be operated using the INVES 21 Platform user ID and password. The client can avail of full operational service only when the client completes the KYC and provides the complete information in accordance with KYC guidelines issued by SEBI, Stock Broker, Depository, Clearing Corporation, KRA, RTAs, AMCs, or any regulatory / government agencies or authorities from time to time. Your personal information may be used by us or transferred or disclosed to and / or by third parties like SEBI/NSE/NSDL/AMC's/RTA's, statutory bodies or agencies, relevant banks or third-party service providers & partners wherever necessary to enable us to provide service to you.

Restrictions

While accessing the Company's Server in any location, the client must comply with the law, and if any law restricts you from using the server, you must comply with those legal restrictions or, if applicable, stop accessing the Server. The information you provide must always be true, accurate, and complete. You are restricted and may further be restricted from accessing certain areas of the INVES 21 Platform at any time, in absolute discretion. Any user ID and password used in the platform must be confidential and must maintain confidentiality as well. You are further restricted from all of the following:

- Publishing any INVES21 Platform materials in any other media.
- Transmitting material that encourages conduct that constitutes a criminal offense, results in civil liability, or otherwise breaches any relevant laws, regulations, or code of practice.
- Selling, sub-licensing, and/or otherwise commercializing any INVES 21 Platform material.
- Publicly performing and/or showing any INVES 21 Platform's material without the Company's prior written consent.
- Interfering or disrupting networks or websites connected to the INVES 21 Platform/website.
- Using the INVES 21 Platform in any way that is or may be damaging to the INVES 21 Platform.
- Using the INVES 21 Platform in any way that impacts other Users to access the INVES 21 Platform.
- Using the INVES 21 Platform in any way contrary to applicable laws and regulations or in any way that may cause harm to the INVES 21 Platform, Us, or to any other person or business entity.
- Engaging in any data mining, data harvesting, data extracting, or any other similar activity in relation to the INVES 21 Platform.
- Collecting or storing any personally identifiable information from the website/product or services from other users of the website/product or services without their express permission.
- Using the INVES 21 Platform to engage in any advertising or marketing.

Account Security and Password

The client will create a username and password for online trading when opening an account online with INVES 21. The client is responsible for keeping the username and password confidential.

The Client acknowledges that he/she is fully aware and understands the risk associated with availing of online trading services through the internet, including unauthorized use of username or password by a third party, risk of hacking into the client account on the INVES 21 online trading system, and unauthorized routing orders on behalf of the client. The client agrees that he/she is fully liable and responsible for the above acts.

The client shall immediately inform INVES 21 in writing about the unauthorized access through his username or password, the date of such unauthorized use, the manner in which it was unauthorisedly used; the transaction effected pursuant to such unauthorized use, etc., in INVES 21 Online Trading System.

Orders

The client shall acknowledge that all orders and instructions placed via Client ID through the INVES 21 Platform shall be deemed to have been made by the client, and those orders are considered valid orders. The Client is responsible for any wrong orders, and INVES 21 shall not bear any responsibility. The client must provide the client ID and any other information that is required to determine the identity of the client while placing orders through telephone.

The client understands that INVES 21 does not have control over the execution of any orders that have already been sent to the exchange during trading hours. While placing a market order, the client understands that the price received shall be the price at which the order is executed by exchange, and such price may be different

from the prevailing price the security was traded when the order was entered on the Platform. INVES 21 shall not be liable for any delay in the execution of any order or for any losses on account of such delay.

The client understands that a request for cancellation or modification of any orders is done before it is executed, and INVES 21 cannot guarantee the request of the client. Market orders are usually executed immediately. The client shall not presume an order to have been executed, cancelled, or modified until confirmation from INVES 21 is received.

INVES 21 may, from time to time, impose or vary limitations on the orders or instructions the client may place on the platform. Such limitations include but are not merely restricted to exposure limits, turnover limits, limits on the number, value, and/or types of securities for which orders may be placed, scrips in respect of which orders can be placed, etc. The Client understands that INVES 21 reserves the right to make changes as per the RMS Policy and is unable to inform the Client of such; the Client agrees that INVES 21 will not be liable to the Client for any losses resulting from such changes. The client understands and agrees that INVES 21 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 any securities on the platform.

The client agrees that INVES 21 reserves the right to reject any order on the platform for reasons like non-availability of funds in your trading account, non-availability of securities in your Demat account, insufficient margin amount, suspension of specific script trading activity by us or the exchange and applicability of circuit breakup to a script for which order has been placed. The client further agrees that INVES 21 may reject orders that are being rejected by the exchange and the order remains declined. Pending orders shall be handled as per exchange systems and norms after the market closes for the day.

Margin

The client must deposit with INVES 21 such cash, securities, or any acceptable securities as margin, and the deposited margin must be higher than prescribed by the Exchange. INVES 21, from time to time, may also prescribe clients to provide further margin as and when required to trade in F&O. The client acknowledges that the margin shall not be interest-bearing. The client must monitor the market value of such securities placed as margin, and the client must immediately replenish any shortfall in margin due to a fall in market value, whether or not INVES 21 will inform the client of such shortfall.

The client agrees that INVES 21 has the right to liquidate or close out any or all client's positions for non-payment of margins or outstanding debts, and in the process of doing so, it shall be adjusted against the Client's liabilities and obligations. Any losses and financial charges in the process of doing so shall be charged and borne by the client. In the exercise of INVES 21's right to sell securities, the client agrees that the choice of specific securities to be sold shall be solely at the discretion of INVES 21. The client agrees to abide by the exposure limit set from time to time by INVES21.

The client agrees and authorizes that any securities or cash placed as margin with INVES 21 is, in turn, placed as margin with the Exchanges, banks, clearing corporations, and other intuitions margin. INVES 21 is required to deposit a sufficient margin with exchange to enable all its clients to trade. However, there may be times when, due to extreme volatility, the deposit may not be sufficient to cover the positions of all the clients. INVEST 21's trading terminal may be temporarily suspended due to a shortfall of margin obligations by various clients. The client has no rights to claim any damage from INVES 21 for any loss that occurred due to the suspension of trading.

Trading and Settlement

The client agrees that all orders placed through the online trading system during market hours shall be forwarded to the exchange. INVES 21 shall send electronic contract notes as per the terms of SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, via email provided by the client within 24 hours of the trade as a confirmation of execution of orders at the exchange. The client shall write an email to INVES 21 within 24 hours of any erroneous reports, statements, or contract notes of any executed trade, execution price, or quantity of scrips, and in all cases, INVES 21 shall have the right to reject the client's obligations.

The client agrees and shall not hold INVES 21 responsible for any loss due to the delay in forwarding the transaction status report or statements or any error in reports or statements computed or received from any exchange as there may be a delay from the exchange side. The client also agrees that INVES 21 will not be

responsible if the client does not receive trade confirmation due to non-communication pertaining to the trade confirmation due to a change in the communication address or contact details of the client that was not intimated to INVES 21 in writing.

The client is aware and acknowledges that the electronic trading system at the exchange and INVES21 are vulnerable to temporary disruption, breakdown, or failure, and in such event, INVES 21 may cancel any or all of the client's orders or transactions on the platform. INVES 21 shall not bear responsibility for any loss incurred by the client if INVES 21 is unable to cancel orders and the client is unable to place an order on the platform.

The client agrees that INVES 21 may impose script-wise surveillance, client-wise surveillance, script-wise limits, conditional trading, or such other conditions as may be required for the purpose of risk management. This includes but is not limited to allowing/disallowing clients from trading in any securities or class of securities, derivatives contracts, leveraged trades, etc.

All transactions pertaining to the orders placed and settlement of such transactions shall be in accordance with the guidelines and provisions laid down by SEBI and relevant Exchanges. Client agrees to abide and be bound by all the relevant guidelines and provisions in force governing INVEST 21's Platform and the Client' usage thereof.

Maintenance of trading account

The client agrees that INVES 21 may refuse to carry out any transactions or close out any positions due to delay in payments or any payment due, and any loss that occurs shall be borne solely by the client. All payments made to INVES 21 shall be made from the client's account registered with INVES 21. Notwithstanding anything contained in any other agreement or arrangement between the Client and INVES 21(if any), the Client hereby authorizes INVES 21 to release all payments due to the Client from the trading account maintained on the Platform against a specific request made by the Client to this effect.

The client agrees to deliver all the securities that are sold to INVES21 as early as possible, and the client will be responsible for any loss that occurs to INVES 21 in the event of a default in the delivery of securities by INVES 21 to Exchange, which in turn are attributable to any delays in delivery of the securities by the client to INVES 21. Losses for the purposes of this clause shall include, but are not restricted to, auction debits and penalty charges incurred by INVES 21 as a result of the non-delivery of securities on the Exchange on the settlement date. INVES 21 is entitled to directly credit the demat account of the Client or maintain the trading account of the Client on the Platform on a running account basis.

No securities belonging to any third parties shall be sold or otherwise transacted upon by the Client through their trading account on the Platform. The Client shall bear sole responsibility for any violations of this clause, including penal action by the SEBI or the Exchanges. In the event the Client places an order on the Platform for securities in the no-delivery period, such securities shall be credited to the Client account only at the designated time for settlement of trades as per the schedule notified by the Exchange.

In the event that any sums of money are due from the Client to INVES 21, the Client authorizes INVES 21 to withhold the credit of any securities to the Client account until the relevant sums of money are provided by the Client to INVES 21 in order to fulfil their obligations under these Terms. INVES 21 is entitled to consider any cash or security available with it that is lying to the credit of the Client as margin received from the Client.

Mutual Fund Distribution

INVES 21 is a distributor of Mutual Funds products. Mutual fund investments are subject to market risks, and all disputes with respect to the distribution activity would not have access to the Exchange investor redressal forum or Arbitration mechanism. The client must read all scheme-related documents carefully before investing. The past performance of the schemes is neither an indicator nor a guarantee of future performance.

No transaction fees are charged to clients by INVES 21 on Mutual Fund investments. The client agrees to make all payments from their own Bank Account. Any investment made through any 3rd party bank account is liable to be rejected by AMC/ INVES 21. In the case of NRI or overseas citizens of India, the funds should be remitted through approved bank channels, which are permitted under the law. All mutual funds transactions are subject to the respective AMC's Terms & Conditions.

Fees and Brokerage

All brokerage, transaction charges, commissions, and fees listed on INVES 21's platform are subject to change from time to time as prescribed by the Exchange and SEBI. The client agrees to pay INVES 21 all brokerages, transaction charges, commissions, fees, GST, and other taxes informed to the client by INVES 21 from time to time in writing. INVES 21 shall deduct such fees or levies from the client's accounts for the service received by the client. Brokerage, fees, and commissions levied by INVES 21 shall not exceed SEBI's prescribed limits. INVES 21 shall inform Clients of any changes through email and/or SMS.

Investor redressal Mechanism

Client grievances will be dealt with as per the rules, regulations, and circulars of SEBI, exchanges, and depositories on a time-to-time basis. The client can email their grievances to the mail ID displayed on the INVES 21 website, and the Compliance Officer will redress all the emails. The status of the complaints is reviewed by the senior management and the compliance officer and reports to the Board of Directors in case of long pending and serious complaints.

Initial Public Offer and Application/Bidding for Initial Public Offer

The client acknowledges that all applications and bidding for IPO shall be made through ASBA. The client must read all terms/conditions laid down by SEBI from time to time while applying IPO through ASBA. The client agrees that under the ASBA route, the client will be able to bid through the Fixed Price mechanism or book-building process and bid for an amount as applicable from time to time. The client can revise or withdraw the bid during the bidding process. Only Retail individuals can withdraw the bid, whereas QIBs and non-institutional investors are not eligible to withdraw their bid at any time.

The client understands that the amount will be deducted from the bank only at the time of allotment. Until then, the amount will remain blocked, and the blocked amount will not be available for use. The blocked amount will be released only when the bid is unsuccessful. The client must read the red herring prospectus of the company having IPO and fully understand the risk involved.

Intellectual Property

INVES 21 owns all the intellectual property rights and materials contained in INVES 21 platform. The Client agrees not to remove, obscure, or alter the INVES 21 Platform's or any third party's copyright, patents, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the app/website / Service. Except as expressly authorized by INVES 21 Platform, the client agrees not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the materials. The INVES 21 Platform reserves all rights not expressly granted under these Terms.

Refund Policy

The client agrees that the fees paid toward the account opening are nonrefundable. If INVES 21 fails to open an account in 10 days/the client has been charged multiple times/the account has not been activated after paying the account opening fee; in such cases, the client may place a full refund request along with the payment details. Transaction fee charges would not be refunded/ reversed under any circumstances for any refund/ reversal /chargeback and any other reasons. Transaction fees charged would be borne by the cardholder for any payment. All refund requests will be considered by INVES 21 on a case-to-case basis.

Indemnification

The Client agrees to indemnify and not hold INVES 21, its officers, directors, and employees harmless for any losses or damage that may arise due to a breach by the Client of any laws, rules, or regulations pertaining to transactions on the Platform, breach by the client of any clauses contained in these Terms, client misuse of services/app/website, and any act, neglect, misconduct or fraud by the client.

The Client agrees to indemnify and not hold INVES 21, its officers, directors, and employees harmless for any losses that may be suffered by it, its customers, or third parties as a consequence of any claim or action that may

be initiated by third party as a result of improper use of user ID or password by the client, due to failure or delay in debit from bank account for transferring funds and in case of bank delays or any technical issue at INVES 21's end that may lead to the delay in any orders and any change in NAV at which the order is placed.

The Client agrees to indemnify INVES 21 for any shortfall that may arise in the event of death, insolvency, or liquidation of the Client, or incapable of receiving, paying for, delivering, or transferring securities which Client has ordered to be transacted upon through the Platform, INVES 21 shall close out the transactions on behalf of client. The client and its legal representative shall be liable for any loss.

INVES 21 will notify the client of any claim, action, or proceedings brought by the third party, and the client agrees to cooperate with INVES 21 with the company's defense and settlement of these claims.

Termination & Suspension

INVES 21 has the right to suspend/terminate the service offered to the client if there is a breach of applicable law and the Terms, which will prevent the client from utilizing certain/all/any features available on the platform. Upon suspension/termination for any reason, the client must immediately stop using the INVES 21 Platform. The client agrees to clear all the debit balances for the closure of the account, and non-payment of the debit balance to INVES 21 is subject to the legal recovery process.

INVES 21 will not be liable to the client or any third party for any claims or damages arising out of the suspension/termination of services. The client understands that INVES 21 is subject to operate under various guidelines from regulators or government agencies. Hence, the deletion of personal information and data provided to INVES 21 might not be necessary for the terminated/suspended account.

Severability

If any provision of these terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein. INVES 21 reserves the right to choose the clients, and any misbehavior of clients w.r.t the staff of INVES 21 is subject to review for holding the accounts.

Variation of Terms

INVES 21 has the right to revise the terms as and when required, and the client agrees to review these terms on a regular basis. The revised terms will become effective and accepted by the client after 24 hours of initial posting and shall apply immediately on a forward basis. If the client does not agree with the change, the client can immediately stop using INVES 21 platform and service.

Issuance of Notice/Corresponding letters/Show Cause Notice

The client agrees that all notices, correspondence, or communications issued under these terms are served at the last known email address/ residential address/ ordinary place of business. The mode of communication includes delivery by hand/ registered or unregistered post/ email or fax/ affixing on the door at the last business or residential address/ under certificate of posting/ oral communication to the party or on the last known telephone number or on the recording machine of such number/ 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/ notice posted on the notice board of INVES 21 if no address is known. If the communication is returned to INVES 21 as unclaimed/refused/undelivered, the same will be sent by any one of the modes illustrated above.

Representations and Warranties

The client represents and warrants to INVES 21 that the Client is capable of entering into / 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.

The client represents and warrants to INVES 21 that all the details provided by the client to INVES 21 are true and that the client owns all the securities/cash deposits with INVES 21 for margin requirements and is free of any encumbrances.

The client represents and warrants to INVES 21 that the client is aware of the various risks associated with online trading via the Internet on the Platform. The client agrees not to pursue any claims against the Exchange or INVES 21 on account of any suspension, interruption, non-availability, or malfunctioning of the online trading system of the Exchange or of INVES 21's platform.

INVES 21 represents and warrants to the client that it has complied with and shall comply with all statutory and regulatory directions in order to offer internet trading services on the Platform in the cash and derivative segment of the Exchange

Force Majeure

The Client agrees that INVES 21 shall not be liable for any failure to perform any of its obligations or service standards etc., if the performance is prevented, hindered, or delayed by a Force Majeure Event, which includes any event due to any cause beyond the reasonable control including, without limitation, unavailability of any communication system including internet, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, pandemic, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.

Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the Arbitration and Conciliation Act 1996 or similar laws of India, which are not in conflict with each other. Such shall be subjected to the exclusive jurisdiction of the competent courts of Mumbai, India.

Contact Us

Please reach out to compliance@inves21.com if you have any questions or concerns regarding the Terms.