

## TERMS OF SERVICE & REFUND POLICY

### OVERVIEW

This website is operated by **ITI Securities Broking Ltd.** Throughout the site, the terms “we”, “us” and “our” refer to **ITI Securities Broking Ltd.** **ITI Securities Broking Ltd.** is Trading Member of Bombay Stock Exchange (“BSE”) in Cash and Derivatives segments and National Stock Exchange (“NSE”, together “Exchanges”) in Cash, Derivatives and Currency Derivatives segments and registered with the Securities & Exchange Board of India ("SEBI") having Registration Number INZ000005835. ITI Securities Broking Ltd., is also a Depository Participant with CDSL having SEBI Registration no: IN-DP-70-2015., offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

The websites [www.itisbl.com](http://www.itisbl.com), [www.ititrade.itior.com](http://www.ititrade.itior.com), [www.addfund.itior.com](http://www.addfund.itior.com) and the mobile applications named “ITITrade” (Website and App collectively referred to as the “Platform”) is owned, operated and maintained by **ITI Securities Broking Ltd.**, a Company incorporated under the Companies Act 1956 with CIN U74120MH1994PLC077946, having its registered office at ITI House, 36, Dr. R.K. Shirodkar Marg, Parel, Mumbai-400 012.

By visiting our site and / or availing our services, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

### SECTION 1 - ONLINE TRANSACTION

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not Ltd. to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reverse engineer, reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **SECTION 5 - PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **SECTION 6 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 7 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites 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 third-party materials or websites, or for any other materials, products, or services of third-parties.

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 websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 8 - PERSONAL INFORMATION**

Your submission of personal information through our site is governed by our Privacy Policy.

## **SECTION 9 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product & Services. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 10 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other

type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation.

In no case shall **ITI Securities Broking Ltd.**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not Ltd. to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

## **SECTION 12 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless **ITI Securities Broking Ltd.** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 13 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and

proposals, whether oral or written, between you and us (including, but not Ltd. to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **SECTION 14 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India and jurisdiction of **Mumbai, Maharashtra**

#### **SECTION 15 - CHANGES TO TERMS OF SERVICE**

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### **SECTION 16 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at **compliance@itiorg.com**

*This Terms and Conditions is an electronic record in terms of Information Technology Act, 2000 and its subsequent amendments. This Agreement is system generated and does not require a physical or digital signature.*

#### **REFUND POLICY**

The refund & cancellation policy for all payments made or fees / amount paid towards account opening or availing of any other services from ITI Securities Broking Ltd. shall be as follows:

- a. The fees / amount paid towards account opening charges, if any, for enabling trading and/or demat account is non-refundable.. This fee / amount is used towards initiation of an account by a client and there are various charges involved even if the account is not completely opened and activated as well.
- b. In case ITI Securities Broking Ltd. fails to open/activate an account within 10 days of submission of all the necessary supporting documentation and authorisations by the Client, such Clients may request a full refund of all the charges paid towards account opening.
- c. Any claim for refund of the amount or fee paid for subscribing to value added services offered by third parties through our Website or App, if any, will be governed by respective third party's Refund Policy and is out of the purview of ITI Securities Broking Ltd.

- d. For any amount required to be refunded due to wrongly charged payment / duplicate payment / excess brokerage than agreed plan/ extra payments; clients are requested to create a ticket at [customercare@itiorg.com](mailto:customercare@itiorg.com). Upon being so intimated, ITI Securities Broking Ltd. shall initiate the necessary procedure to refund amounts.

Clients understand that completion of all refund procedures initiated by ITI Securities Broking Ltd. is subject to Rules, Regulations and Bye-Laws of Stock Exchanges ,CDSL and SEBI, fulfilment by the relevant third party agencies including but not limited to banks and payment gateways. All refund requests will be considered by ITI Securities Broking Ltd. on a case to case basis.

We reserve the right, at our sole discretion, to update, change or replace any part of Refund Policy without notice.