

## **Terms and Conditions – Trading and Demat Account**

These terms and conditions (“Terms”) contain important information pertaining to your trading and demat account with Bajaj Financial Securities Limited also known as Bajaj Broking (hereinafter referred to as “Bajaj Broking”, “we” “our” or “us”).

The website and the mobile applications named “www.bajajbroking.in” and “Bajaj Broking” (collectively referred to as “Apps”. The Website and Apps are collectively referred to as “Platform”). The Terms govern the relationship between us and you, the user (hereinafter referred to as “you” “your” or “Client”).

The terms and conditions contained herein may be amended, altered, supplemented, revoked, rescinded or replaced by Bajaj Broking, whether in full or in part, from time to time as may be notified on the Site or in such other manner as Bajaj Broking may deem fit. You agree to any and all changes to these Terms without specific communication from Bajaj Broking, by your continuing usage of the Platform and/or continuing to hold an account with Bajaj Broking.

You acknowledge that the information on this Site does not constitute an offer to sell or a solicitation of an offer to buy any security that may be referenced in the Site. If you wish to learn more about information contained on the Site, you may contact a representative of Bajaj Broking.

In consideration of mutual understanding, the parties hereto have agreed to the following Terms:

1. Client represents and warrants to Bajaj Broking the following:
  - a. It is capable of being a valid counterparty to these Terms, including but not limited to being of 18 years, and not barred by any law from accessing the Platform or any services offered by Bajaj Broking, and that these Terms are not in contravention to the rights of any party with whom such Client has any agreements, at any time prior to agreeing to these Terms and while continuing to using the Platform and availing Bajaj Broking services.
  - b. It shall always provide Bajaj Broking with valid and updated personal/corporate details about themselves, that Bajaj Broking may require, including documentary proof thereof. Such details include but are not restricted to PAN Number and Unique Client Code issued by the Exchanges. The Client warrants to Bajaj Broking that all such details represented to Bajaj Broking are factually true.
  - c. All securities deposited by the Client with Bajaj Broking, whether in respect of margin requirements or otherwise, are owned by the Client, and the title thereof is clear and free of encumbrances.
  - d. The Client has made efforts to make themselves aware of the various risks associated with executing transactions on the various Exchanges, and in particular, the risks involved in trading including internet trading via the internet on the Platform. The Client agrees not to pursue any claims against the Exchanges or Bajaj Broking on account of any suspension, interruption, non-availability or malfunctioning of the online trading system of the Exchange, or of Bajaj Broking’s Platform, for any reasons whatsoever.
  - e. The Client shall always ensure the security and confidentiality of their account password and 2FA credentials and shall undertake not to reveal these details to any unauthorised persons or third parties.
  - f. The Client shall bear full responsibility for all orders entered onto the Platform through their account.
  - g. If the Client is a non-resident Indian, the Client additionally agrees to abide by the Foreign Exchange Management Act, 1999 and rules and regulations issued and amendments carried out thereunder from time to time and other applicable laws and any law, regulation or rule in your jurisdiction, including but not limited to tax, foreign

exchange and capital control and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.

- h. There are no ongoing proceedings, investigations, or debarment orders by SEBI, any stock exchanges, or any statutory/regulatory authorities that could adversely affect the continuation of this agreement.
2. The Client understands and agrees that the online account opening procedure is applicable only to a single account holder and Bajaj Broking shall not accept any third-party payments. Bajaj Broking reserves the right to reject any application if it is found that the Client is barred from trading or any investigation from SEBI or any other regulatory authorities is pending against the said client. Furthermore, Bajaj Broking does not guarantee that the account opening form submitted by the Client shall be duly accepted as Bajaj Broking reserves its right to reject account opening application of the Client without assigning any reason.
3. The Client understands and agrees that all investment and/or trading decisions are based on Client's own investment objectives and requirements. This extends to all decisions made by the Client on the basis of any information that may be available on the Platform. The Client shall not hold nor seek to hold Bajaj Broking or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates or business associates 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 published by Bajaj Broking or any of its affiliates or partners.
4. All orders for purchase, sale or other dealings in securities and other instructions routed through the Bajaj Broking platform via the Client's username/Id shall be deemed to have been given by the Client. The Client acknowledges and understands that any sharing of username/Id or password for access to the Platform is strictly prohibited and any loss or damage suffered as result of such sharing shall solely be of the Client and Bajaj Broking shall not be responsible and/or liable in any manner whatsoever. Further, Bajaj Broking shall in no way be responsible for any orders entered by the Client by mistake on the Platform. Every order entered by the Client through their Client username/IDs shall be deemed to be a valid order, for which the Client shall bear full responsibility.
5. The Client understands and acknowledges it shall exercise its own independent investment decision and/or seek advice from professionals on the suitability of any its investment decisions. The Client acknowledges that employees and representatives of Bajaj Broking are not authorised to give any such advice, and that the Client shall not solicit or rely upon any such advice from Bajaj Broking or any of its employees or representatives. and Bajaj Broking disclaims any liabilities arising thereto.
6. The Client can place orders through telephone by confirming their credentials allotted to him. The Client shall ensure proper safeguard of the user credentials allotted to him and keep his personal details confidential. The Client shall immediately notify Bajaj Broking in writing, delivered via email, if the Client becomes aware of any loss, theft or unauthorised use of the Client account credential or any failure by the Client to receive an accurate written confirmation of the execution of an order including the contract note for the same; or any receipt by the Client of confirmation of an order and / or execution which the Client did not place, or any inaccurate information in the Client's account balances, securities positions, or transactions history. In case where the Client notifies such loss, theft or unauthorised use of the Client's credentials, to the Bajaj Broking and Bajaj Broking shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the Client user Id and personal details. When any of the above circumstances occur, neither Bajaj Broking nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

7. Further the Client acknowledges and understands that in compliance with the regulatory requirement, Bajaj Broking tape records the conversations between the Client and Bajaj Broking, either personally or over the telephone, and the Client in this regard, hereby specifically permits Bajaj Broking to do so. Such recordings may be relied upon by the Bajaj Broking as and when required to resolve disputes in connection with the trading transactions
8. Bajaj Broking shall not be responsible for the non-receipt of communication pertaining to trade confirmation due to any changes in the correspondence address or contact details of the Client that was not intimated to Bajaj Broking in writing. It is the Client's responsibility to review all trade confirmations, contract notes, invoices and statements of account immediately upon receipt. The correctness of all such communication shall be deemed to be accepted if the Client does not object to Bajaj Broking in writing within 24 hours of receipt of such communication.
9. The Platform may contain links or direct Users to various third-party platforms. If the User uses or clicks on any of these links, the User may be directed/redirected to such external platforms. If the Client decides to visit any such external link, the Client does so at their own risk, responsibility and liability. Bajaj Broking does not endorse any platform linked to it or the information appearing therein or any of the products or services described therein on the Platform. Any display of third-party goods/services offered through the Platform does not in any way imply, suggest, or constitute any reputation, sponsorship, endorsement or approval by Bajaj Broking of any such third parties. The Client agrees that Bajaj Broking is in no way responsible for the timeliness, accuracy or completeness of information that they may obtain from these third parties and which may be posted/published on the third-party platforms, and as may be amended from time to time. The Client agrees and understands that when using the Platform, they will be exposed to User content from a variety of sources and by different Users, and that Bajaj Broking is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content.
10. Bajaj Broking shall not be responsible for any delays or defaults in the performance of its obligations due to any contingencies beyond its control. Such contingencies include but are not limited to losses caused directly or indirectly by exchange or market rulings, suspension of trading, fires, floods, civil commotions or riots, earthquakes, cyclones, tsunamis, wars, strikes, pandemics or health calamities, any terrorist actions, system failures, breakdown in internet links and any regulatory actions by the government.
11. The accuracy, completeness, sequence or timeliness of the information cannot be guaranteed. Bajaj Broking and its affiliates, their financial advisors, agents and licensors shall not have any responsibility or liability for direct, indirect, consequential, special, or other damages you may incur for any reliance by you on information or for the reliability, accuracy, completeness, sequence or timeliness thereof for any delays, interruption or errors in the transmission or delivery of any part of the information or services.
12. The Client further agrees and confirms that the Client is aware of the nomenclatures, terminologies used in the securities market and/or by Bajaj Broking. In case there are any nomenclatures or terminologies that the Client is not aware of, the Client undertakes to seek clarification from Bajaj Broking immediately upon becoming aware of any such nomenclature or terminologies.
13. Bajaj Broking does not warrant that the services provided on the Platform will be uninterrupted or error-free. All services on Bajaj Broking's Platform are provided to the Client on 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.
14. The Client hereby authorizes Bajaj Broking, its affiliates and representatives to contact them via phone calls and SMS, with respect of services and/or in relation/incidental thereto, notwithstanding the Client's registration under DND.
15. The Client acknowledges that online trading over the internet involves several uncertainties and complexities with respect to hardware, software, computer systems, communication lines,

peripherals, etc., all of which are susceptible to interruptions and dislocations, and which may result in the Platform being unavailable without prior notice. Neither Bajaj Broking nor the Exchange make any representations or warranties to the Client that trading facilities on the Platform shall be available to the Client at all times without any interruptions. Clients agree that they shall not pursue any claims against Bajaj Broking or the Exchange on account of any suspensions, interruptions, malfunctioning or non-availability of the services offered on the Platform or any part thereof, for any reason whatsoever.

16. The Client acknowledges that failure by Bajaj Broking to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure by Bajaj Broking to exercise any power or right given to Bajaj Broking in this Agreement, or a continued course of such conduct on Bajaj Broking part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to Bajaj Broking in this Agreement are cumulative and not exclusive of any other rights or remedies which Bajaj Broking otherwise has at law or equity.
17. The Client confirm and understands that upon the occurrence of any liability, the Client shall be immediately responsible for such liability, regardless of whether Bajaj Broking has provided prior notification. The absence of any notification from Bajaj Broking shall not be construed as a waiver of Bajaj Broking's rights or the Client's obligations under this Agreement. The Client shall be obligated to discharge all liabilities as and when they arise."
18. The Client shall be liable to immediately and without any demur remit any amount outstanding under or arising in connection with this agreement, including, without limitation, any amount erroneously, mistakenly, or wrongfully paid to the Client, whether due to clerical error, system error, human error, or otherwise. Any such amount shall constitute a debt due and payable to Bajaj Broking forthwith upon demand. Bajaj Broking shall be entitled to recover such amounts, together with any applicable interest, costs, and expenses, without prejudice to any other rights or remedies available under SEBI regulations or any other applicable laws, rules, or regulations
19. You hereby indemnify and hold harmless Bajaj Broking (and its directors, officers, employees, control persons, vendors, licensors and agents) any third party provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this terms and conditions and violation of applicable law, rules and regulations.

### Consent Form

1. I confirm that I am only an Indian Resident, a citizen of India and my country of birth is India and I am not US person/Resident of Canada/ resident of countries falling under Financial Action Task Force (FATF).
2. I am not a Politically Exposed Person (PEP) /Relative of PEP.
3. I wish to avail MTF and understood the [MTF Terms & Conditions](#).
4. I confirm having read and understood the contents of the 'Rights and Obligations' document(s) and '[Risk Disclosure Document](#)'.
5. I authorize BFSL to fetch my data from KRA/CKYCR/ e-KYC/NSDL e-Gov for trading & Demat account activation.
6. I authorize you to maintain running account of funds.
7. I acknowledge that BFSL is involved in proprietary trading on NSE and BSE.
8. I hereby consent to the following: -
  1. Receive Standard account opening documents in electronic form.
  2. Receive credits into my/our account.
  3. Receive electronic transaction cum holding statement at email id.
  4. Share the Email id with the RTA.
  5. SMS alert facility
  6. Receive Electronic Contract Notes & Statement of Account at my email id.
  7. Receive dividend/interest directly into my bank account through ECS/NACH
  8. Receive annual reports and statement of account at my email id
  9. Accept all the pledge instructions in my/our account without any other further instruction from my/our end.
  10. Pay margins as soon as margin calls are made by BFSL. I have read and understood T & C, Policies and procedure and other documents as displayed on BFSL website.
  11. I hereby confirm and acknowledge that a subset of my Data may be shared with other Bajaj Group Entities solely for the limited purpose of customer due diligence. This includes the review and sharing of Data with other Bajaj Group Entities for the prevention, early detection, and timely reporting of fraud incidents as required by applicable laws.
  12. I hereby give my consent to Bajaj Financial Securities Limited that data given herewith is to open my both demat and trading account

If you do not wish to provide consent to any of the options listed in the Consent Form, we kindly request that you proceed with the offline application form.