

## TERMS OF USAGE

**The usage of this Network platform by a user / client shall mean that he / she agrees with the following terms:**

### **General**

This page contains important information regarding the terms and conditions which apply to your trading/ advisory/ demat/ PMS / mutual fund/ any other account with an entity of the SPARK Group. SPARK PWM Private Limited (hereinafter referred to as "SPARK PWM PWM") is a Trading Member of NSE and BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No. INZ000285135 for Cash/Derivatives segments of NSE & BSE. SPARK PWM is also registered with SEBI as a Portfolio Manager vide Registration No. INP200007274 and an AMFI Registered Mutual Fund Distributor vide ARN No. ARN86685 and as a Depository Participant services using CDSL as the Depository having SEBI Registration No. IN-DP-757-2023. Access to your account and the usage of your account is subject to your compliance with all the terms and conditions set forth herein, read along with all documents, including but not limited to; applications forms and undertakings, signed by you during account opening. Please read this page carefully and retain it for future reference.

### **Orders**

All orders for purchase, sale or other dealings in securities and other instructions routed through the SPARK PWM's Online Trading System via the client's Username shall be deemed to have been given by the client. SPARK PWM may from time to time impose and vary limits on the orders which the client can place through SPARK PWM PWM'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 SPARK PWM may need to vary or reduce the limits or impose new limits urgently on the basis of the SPARK PWM's risk perception and other factors considered relevant by SPARK PWM, and SPARK PWM may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that SPARK PWM shall not be held responsible for such variation, reduction or imposition or the client's inability to route any order through SPARK PWM's Online Trading System on account of any such variation, reduction or imposition of limits. The client understands and agrees that SPARK PWM 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 SPARK PWM.

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 SPARK PWM's Online Trading System, SPARK PWM shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

### **Online account opening**

Online account opening using KRA / Digi locker 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 PAN, data will be fetched from the KYC database and cannot be edited. Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.

### **Trading, settlement and accounts**

The client agrees that all orders placed through the Network platform shall be forwarded by the system to the Exchange. 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 SPARK PWM 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.

SPARK PWM may, at its sole discretion, reject any order placed on the Network 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. All pending orders shall be governed as per the exchange systems, after the market is closed for the day.

The client is aware that the electronic trading systems either at the Exchange or in the office of SPARK PWM offices 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, SPARK PWM 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 event, SPARK PWM 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 SPARK PWM.

SPARK PWM 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.

### **Margin**

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

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 consequents to a fall in the market value of such securities placed as margin immediately whether or not SPARK PWM intimates such shortfall.

### **License and Site Access**

SPARK PWM grants you a limited license to access and make personal use of the Network platform. This license does not include any downloading or copying of any kind of information for the benefit of another individual, vendor or any other third party; caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in SPARK PWM's sole discretion) an unreasonable or disproportionately large load on SPARK PWM's infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by SPARK PWM to prevent or restrict access to the Site. Any unauthorized use by you shall terminate the permission or license granted to you by SPARK PWM.

By using the Network platform you agree :

- (i) not use this Network platform or its contents for any commercial purpose;
- (ii) not to make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand;
- (iii) not to access, monitor or copy any content or information from this Network platform using any automated means or any manual process for any purpose without our express written permission;
- (iv) not to take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (v) not to gain unauthorized access to other computer systems.

## **Information Sharing and Confidentiality**

In consideration of your usage of this Network platform, you represent that you are legally authorised to form a binding contract and are not a person barred from receiving services under the laws as applicable in India. You also agree to provide true, accurate, current and complete information about yourself as prompted by our registration forms or any information provided by you by other means of communication. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of our products (or any portion thereof). You undertake to indemnify and keep indemnified SPARK PWM for any loss, claim, damage, costs (including legal and professional costs) relating to any abuse or violation including those aforesaid.

## **Intellectual Property Rights**

This Network platform and all information and materials contained therein belongs to SPARK PWM, its affiliates and third parties. We retain all the intellectual property rights to our Network platform. Nothing in this Network platform is to construe that a license or a right to use has been granted to you to use our intellectual property rights. You are strictly prohibited from using ours, our affiliates, or any third party displayed intellectual property rights without prior written permission. You or any third party accessing the Network platform are strictly prohibited to modify, reproduce, store, transmit, copy, distribute, create a derivative work or in any other way to use the intellectual property rights for commercial or public purposes or otherwise without seeking prior written permission from SPARK PWM.

## **Trademarks and Copyright**

The content and information contained within our Network platform or delivered to you in connection with your use of our Network platform is the property of SPARK PWM and any other third party (where applicable). The trademark, trade names and logos (the "Trade Marks") that are used and displayed on our Network platform include registered and unregistered Trade Marks of us and other third parties. Nothing on our Network platform should be construed as granting any license or right to use any Trade Marks displayed on our Network platform. We retain all proprietary rights on our Network platform. Users are prohibited from using the same without written permission of SPARK PWM or such other parties. The materials on this Network platform are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without the prior written consent of SPARK PWM.

## **Limitation of Liability**

You expressly understand and agree that SPARK PWM and its subsidiaries, affiliates, officers, directors, employees, agents and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if SPARK PWM has been advised of the possibility of such damages), resulting from usage of the site, content or any related services. If, despite the limitation above, SPARK PWM or its affiliates are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of SPARK PWM and/or Its Affiliates will in no event exceed, in the aggregate, the greater of the service fees you paid to SPARK PWM in connection with such transaction(s) on this Site. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

## **Governing Law and Jurisdiction**

These Terms shall be construed in accord with the applicable laws of India. The Courts at Chennai shall have exclusive jurisdiction in any proceedings arising out of these Terms.

In the event of any dispute or difference either in interpretation or otherwise, of any terms of these Terms of Use, the same shall be referred to an independent arbitrator who will be appointed by SPARK PWM and such Arbitrator's decision shall be final and binding on you. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended time to time. The arbitration shall be conducted in English language and shall be held in Chennai.

#### **E-mail/ SMS and Voice Communications:**

All clients who register on our site agree, acknowledge and accept as per the terms and conditions and that even if they are registered under NDNC, DND (Do Not Disturb), by accepting the terms, you authorize SPARK PWM, to call and assist you and/or SMS/E-Mail you by virtue of you having voluntarily registered on our Network platforms.

#### **Declined Transactions**

We do not store any information related to your Net banking. In case we do not receive an authorization from the respective bank or the transaction gets interrupted due to any reason, the transaction will be treated as failed and no order will be processed for that transaction.

In this case, if any amount has been deducted from your account, the same will be credited back. The liability for use of net banking fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

#### **Force majeure**

SPARK PWM shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

#### **Security**

We have in place appropriate technical and security measures to prevent unauthorized or unlawful access to or accidental loss of or destruction or damage to your information. When we collect data through our product, we collect your personal details on a secured server. The payment details are entered on the Payment Gateway's or Bank's page on a secured SSL. The data is transferred between Bank and gateways in an encrypted manner.

SPARK PWM utilizes various information security measures, secured data transmission and other security techniques to protect your personal data. However, please keep in mind that transmitting information via the internet is never completely secure and thus any information submitted may be intercepted, collected, used or disclosed by others. As per our stringent security procedures we disclose your personal information to you only after validating your proof of identity. You are responsible for protecting against unauthorized access to your password and to your computer. We are not responsible for the security or confidentiality of communications you send to us through the internet over email messages.

#### **Password Protection**

SPARK PWM will provide the client with a username and a trading password which will enable him to avail of the facilities of Online Trading through our Network platform, over the telephone or in any such other manner as may be permitted for availing of the services. SPARK PWM may also provide the client with the username and password for accessing its back-office for various reports, etc. All terms regarding the use, reset and modification of such password shall be governed by information on the Network platform. You are required to keep your password secure. If so provided in the interface of the network platform you can also change your password on the Network platform at any time.

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 SPARK PWM PWM's Online Trading System and unauthorisedly routing orders on behalf of the client through the System. The client agrees that he shall be fully liable and responsible 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 SPARK PWM PWM'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 SPARK PWM 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 SPARK PWM PWM's Online Trading System.

### **Session Control**

SPARK PWM may put in an internal session manager that will ensure that if you are not around your browser for more than 30 minutes it asks for a login once you are back.

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

The system 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 Website. In the event of a possible attack, it will terminate that session, log the attack details and also alert the administrator.

### **Modification**

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

### **Refund**

Spark PWM shall not be liable in any manner for any claims arising from freezing the account due to non-compliance or suspected non-compliance with the provisions of the Prevention of Money Laundering Act (PMLA) or any other applicable laws currently in force. Spark PWM is a SEBI-registered Stock Broker and Depository Participant. The concept of refunds does not apply. However, clients may take back their unutilised money subject to meeting all the obligations in relation to the trades executed by the client or liabilities arising out of such transactions, at any time by submitting a withdrawal request.