



TERMS AND CONDITIONS

This section contains the Terms of Use of this Web site. By accessing this website and any of its pages, you are agreeing to these Terms.

Information Sharing and Confidentiality

In consideration of your use of our Product, you represent that you are of legal age 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 Product's registration form 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 Product (or any portion thereof). You undertake to indemnify and keep indemnified KSN Credence Commodities Trading Pvt. Ltd. for any loss, claim, damage, costs (including legal and professional costs) relating to any abuse or violation including those aforesaid.

"Your Information" is defined as any information you provide to us in the registration process, in the feedback area or through any email feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Product/Website, you are responsible for maintaining the confidentiality of Your Login ID and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your Login ID or Password. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. You undertake to indemnify and keep indemnified KSN Credence Commodities Trading Pvt. Ltd. for any loss, claim, damage, costs (including legal and professional costs) relating to your responsibility or liability or failure including those aforesaid. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

Payments through other electronic modes for value added services. You agree, understand and confirm that the credit card/debit card/wallets details provided by you towards subscription fees for availing of any of our Product services will be correct and accurate and you shall not use the credit card/debit card which is not lawfully owned by you, i.e. in a transaction, you must use your own card/account. You further agree and undertake to provide the correct and valid credit card details when making payment on our Product.

We do not store any information related to your Credit card/ Debit card or 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 a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

Fraudulent /Declined Transactions

Our payment partner's (being the Payment Gateways and facilitators and Banks) and our fraud detection team constantly monitor your account in order to avoid fraudulent accounts and transactions. We reserve the right to initiate legal proceedings against such persons for fraudulent use of our Product and any other unlawful acts or omissions in breach of these terms and conditions. In the event of detection of any fraudulent or declined transaction, prior to initiation of legal actions, we reserve the right to immediately delete such user account(s) and dishonor all past and pending orders without any liability. For the purpose of this clause, we shall owe no liability for any refunds.

You Agree and Confirm

- That you shall use the services provided by us, for lawful purposes only and shall comply with all applicable laws and regulations while using the Product and transacting on the Product.
- You shall provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found to be false (wholly or partly), we have the right and the sole discretion to reject the registration and debar you from using the services of our Product and / or other affiliated products without prior intimation whatsoever.
- That you shall access the services available on this Product and transact at your sole risk and shall use your best and prudent judgment before entering into any transaction through this Product.

You agree and confirm that you shall not use our Product for any of the following purposes:

- Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
 - Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
 - Gaining unauthorized access to other computer systems.
 - Using, displaying, mirroring or framing the product/ website, or any individual element within the product/website or services, KSN Fast Trade name, any KSNCTPL trademark, logo, product logo, product trademark or other proprietary information, or the layout and design of any page or form contained on a page, without KSNCTPL written consent.
-
- Interfering with any other person's use or enjoyment of the product/website.
 - Breaching any applicable laws, rules or regulations.
 - Interfering or disrupting networks or web sites connected to the product/website.
 - Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the copyright owner.
 - 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.
 - Impersonating or misrepresenting your affiliation with any person or entity.
 - Violating any applicable law or regulation.
 - Encouraging or enabling any other individual to do any of the foregoing.

Session Control

Also there is an internal session manager that ensures that even if you are not around your browser for more than 20 minutes it asks for a login once you are back to ensure that no one else can twiddle around in your transactions

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

Governing Law and Jurisdiction

These Terms shall be construed in accord with the applicable laws of India. The Courts at Lucknow 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 KSN Credence Commodities Trading Pvt. Ltd. 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 Lucknow.

Reviews, Feedback, Submissions

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered on or by our Product, submitted or offered in connection with your use of this Product (collectively, the "Comments") shall be and remain our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus,

we own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments of use of comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to our Product shall not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and shall not cause injury to any person or entity. You further agree that no Comments submitted by you to our Product will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, bugs, worms, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

We reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to our Product. You grant us the right to use the name that you submit in connection with any Comments. You undertake not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments that you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We and our affiliates take no responsibility and assume no liability for

any Comments submitted by you or any third party.

License and Site Access

KSN Credence Commodities Trading Pvt. Ltd. grants you a limited license to access and make personal use of the Site and the Service. 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 KSN Credence Commodities Trading Pvt.Ltd. sole discretion) an unreasonable or disproportionately large load on KSN Credence Commodities Trading Pvt.Ltd. infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by KSN Credence Commodities Trading Pvt.Ltd. to prevent or restrict access to the Site. Any unauthorized use by you shall terminate the permission or license granted to you by KSN Credence Commodities Trading Pvt.Ltd. By using the Site you agree not to: (i) use this Site or its contents for any commercial purpose; (ii) make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand; (iii) access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (iv) violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site; (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) deep-link to any portion of this Site (including, without limitation, the purchase path for any service) for any purpose without our express written permission; or (vii) "frame", "mirror" or otherwise incorporate any part of this Site into any other website without our prior written authorization.

Submitted Content

KSN Credence Commodities Trading Pvt. Ltd. does not claim ownership of any materials you make available through the Site. At KSN Credence Commodities Trading Pvt.Ltd. sole discretion, such materials may be included in the Service in whole or in part or in a modified form. With respect to such materials you submit or make available for inclusion on the Site, you grant KSN Credence

Commodities Trading Pvt. Ltd. a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials (as well as use the name that you submit in connection with such submitted content). You hereby represent, warrant and covenant that any materials you provide do not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified in this Section. We take no responsibility and assume no liability for any submitted content posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the Site. If you do

not agree to these terms and conditions, please do not provide us with any submitted content. You agree that you are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this Site: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Site.

Disclaimer of Liability and Warranty

The Content, Products, and Services Published on this site may include inaccuracies or errors, including Pricing errors. We do not guarantee the accuracy of , and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services we expressly reserves the right to correct any pricing errors on the site and/or on pending reservations made under an incorrect price. KSN Credence Commodities Trading Pvt. Ltd. makes no representation about the suitability of the information, Software, products, and services contained on this site for any purpose, and the inclusion or offering of any products or services on this site does not constitute any endorsement or recommendation of such products or services. All such information, software, products, and services are provided "AS IS" without warranty of any kind. KSN Credence Commodities Trading Pvt. Ltd. disclaims all warranties and conditions that this site, its services or any email sent from KSN Credence Commodities Trading Pvt. Ltd., its affiliates, and/or their respective or associated service providers are free of viruses or other harmful components. KSN Credence Commodities Trading Pvt. Ltd. hereby disclaims

all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and no infringement. KSN Credence Commodities Trading Pvt. Ltd. and its affiliates have no liability and will make no refund in the event of any delay, cancellation, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense omissions delays or acts of any government or authority. In no event shall KSN Credence Commodities Trading Pvt. Ltd. and/or its affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this site or with the delay or inability to access, display or use this site (including, but not limited to, your reliance upon opinions appearing on this site; any computer viruses, information, software, linked sites, products, and services obtained through this site; or otherwise arising out of the access to, display of or use of this site) whether based on a theory of

negligence, contract, tort, strict liability, or otherwise, and even if KSN Credence Commodities Trading Pvt. Ltd. and/or its affiliates their respective service providers have been advised of the possibility of such damages.

Limitation of Liability

You expressly understand and agree that KSN Credence Commodities Trading Pvt. Ltd. and its subsidiaries, affiliates, officers, employees, agents, partners 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 KSN Credence Commodities Trading Pvt. Ltd. has been advised of the possibility of such damages), resulting from use of the site, content or any related services. If, despite the limitation above, KSN Credence Commodities Trading Pvt. Ltd. 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 KSN Credence Commodities Trading Pvt. Ltd. and/or Its Affiliates will in no event exceed, in the aggregate, the greater of the service fees you paid to KSN Credence Commodities Trading Pvt. Ltd. in connection with such transaction(s) on this Site. The limitation of liability reflects the allocation of risk between the parties. 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. The limitations of liability provided in these terms inure to the benefit of KSN Credence Commodities Trading Pvt. Ltd. , Its affiliates, and/or their respective service providers.

Information we collect and that you provide

Our analytic tools may also capture anonymous information such as your demographic and geographic information, with a view to assist us in improving customer experience. We use this information to evaluate traffic patterns on our site, so that we can make it more useful to our visitors. The information we learn from you helps us personalize and continually improve your experience at our Product. We do not voluntarily make this information available to third parties, nor do we use it for any other purpose, except as set out herein. Set out below are the types of information we gather:

- **Information You Give Us:** We receive and store any information you enter on our Product or give us in any other way, including but not limited to Name, profile picture, email id, telephone number, mobile number, course details, grade etc. You can choose not to provide certain information, but in such event you may not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our product, and communicating with you. Customer needs to fill all the mandatory information for placing an order with us. We may,

as required or permitted by law or in the course of performing our regulatory responsibilities, provide personally identifiable information, such as your name and address, or any other information that you provide, without your permission to persons or organizations that request this information. KSN Credence Commodities Trading Pvt. Ltd. has the right to share limited details regarding the subscriber with each other as per the requirement.

- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many products, we use "cookies," and we obtain certain types of information when your Web browser accesses our product or advertisements and other content served by or on behalf of KSN Credence Commodities Trading Pvt. Ltd. on other products.

E-mail/ SMS and Voice Communications:

All customers 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 KSN Fast Trade, to call and assist you and/or SMS/E-Mail the customers by virtue of them having voluntarily registered in www.ksncredence.com. (Electronic and sms communications) KSN Fast Trade, will not be responsible for any NDNC (National Do Not Call) Registry regulation that will come into play.

Terms and Conditions for Aadhar Updation

- I hereby authorize KSN Credence Commodities Trading Pvt. Ltd. (KSN Fast Trade) to use my Aadhaar Number and fetch data from UIDAI for verification and update Aadhaar Number for all my Investment / Trading / demat account with KSNCTPL.
- I authorize KSN Fast Trade to link my Aadhaar number to my Trading / demat account, Biometric and/or One Time Pin (OTP) data (and/or any similar authentication mechanism) for Aadhaar based authentication for the purposes of availing of the services from KSN Fast Trade.
- I understand that KSN Fast Trade shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication and defrayal if any.
- I understand that KSN Fast Trade will use Demographic Authentication service provided by UIDAI in authenticating the customer where KSNFast Trade doesn't take physical copy of the Aadhaar letter.
- I hereby give my consent to KSNCTPL for sharing our Aadhaar number mapped to my accounts with government agencies/ Stock Exchanges/ Depositories/ Clearing Corporation/ Registrars & Transfer Agents and with the Holding/Group companies of KSN Fast Trade after authentication

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.

KSN Credence Commodities Trading Pvt. Ltd. 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. – Sunder to confirm on the securities features which are mentioned in the terms and conditions are in place at KSN Credence Commodities Trading Pvt. Ltd.

Logos

Use of the KSN Credence Commodities Trading Pvt. Ltd. logo is not permitted on another entity's product or printed materials.

Survival of Terms After Agreement Ends

Notwithstanding any other provisions of this TnC, or any general legal principles to the contrary, any provision of this TnC that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TnC.

Terms and Conditions, Notices, and Revisions

If you choose to visit this site, your visit and any dispute over privacy is subject to this Notice and our Terms and Conditions, including limitations on damages, resolution of disputes, and application of the laws of India.

If you have any concern about privacy at our Product, please contact us with a thorough description, and we will try to resolve it. Our business changes constantly, and our Privacy Policy and the Terms of Use will also change; but you should check our web site frequently to see recent changes. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account.

Our Trademarks and Copyright

The content and information contained within our website or delivered to you in connection with your use of our website is the property of KSNCTPL and any other third party (where applicable). The trademark, trade names and logos (the "TradeMarks") that are used and displayed on our website include registered and unregistered TradeMarks of us and other third parties. Nothing on our website should be construed as granting any license or right to use any Trade Marks displayed on our website. We retain all proprietary rights on our website. Users are prohibited from using the same without written permission of KSNCTPL of such or such other parties. The materials on this website 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 KSNCTPL.

Reach us

If you have any questions or comments regarding this privacy policy, please contact us via email at info@ksncredence.com

Downloading

We do not represent or warrant that the Site 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 computer system. 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 Site.

Modification

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

Password Protection

We give you a unique client ID and password. When you place an order we ask you for the transaction password which authenticates your identity from our highly secured database. This would mean we force you to change your password from time to time, for ensuring high security for all your transactions. You can also change your password online at any time. In addition, you can use the Log Off button located throughout the site to securely exit your account without closing your browser.

IMPORTANT: By accessing this Web Site and any of its pages you are agreeing to the terms set out above.