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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.

About Fraudulent /Declined Transactions

Our payment partner's (being the Payment Gateways and facilitators and Banks) and our fraud detection team constantly monitors 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, **ESPS Capital Ltd.**'s name, any ESPS Capital Ltd. 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 ESPS Capital Ltd.'s express 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.

Cookies and Third Party Advertising

This website uses Google Ad Words remarketing service to advertise on Google and other third party websites, to previous visitors of our site, who have done any activity on our site, like search for an Insurance Policy. This could be in the form of an advertisement in the Google search result page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to the **ESPS Capital Ltd.** insurance website. Please note that any data collected will be used in accordance with our own privacy policy and Google's privacy policy. You can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to, you can opt out of other third party Ad Networks by visiting Network Advertising Initiative opt-out page.

Governing Law and Jurisdiction

These Terms shall be construed in accord with the applicable laws of India. The Courts at Mumbai 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 **ESPS Capital 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 Mumbai.

Restrictions

You are expressly and emphatically restricted from all of the following:

- publishing any Website material in any media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is, or may be, damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- using this Website to engage in any advertising or marketing;

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.

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a) Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to _____ ("Grievance Officer") at Grievance@espscapital.com

b) Mediation: In case of a dispute between the parties, efforts shall be made by them to amicably resolve the matter amongst themselves, to the mutual satisfaction of both Parties. If the parties are not able to reach to an amicable resolution at the expiry of 6 weeks of the inception of such dispute being communicated by one party to other, the dispute shall be recourse to a resolution by arbitration.

c) Arbitration: In case of failure to achieve an amicably resolve a dispute by the way of mediation detailed above, the said dispute shall be resolved by a sole arbitrator which shall be appointed by ESPS. The Arbitration award by such sole arbitrator shall be valid and binding on both Parties. The sole arbitrator to bear the cost of such proceedings, direct either Party to bear the entire cost of the proceedings, at his discretion; In the absence of any such direction, both the parties shall be liable to bear their own cost of proceeding. The language of such arbitration shall be English, and the place of such Arbitration shall be DELHI.

This agreement and any other matter pertaining to ESPS shall be governed by the provisions, statutes and laws of India and shall fall under the exclusive jurisdiction of the courts of DELHI.

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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. **ESPS Capital Ltd.** has the right to share limited details regarding the subscriber with each other as per the requirement.

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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 **ESPS Capital Ltd.**, to call and assist you and/or SMS/E-Mail the customers by virtue of them having voluntarily registered in www.espscapital.com. (Electronic and sms communications) **ESPS Capital Ltd.**, 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 ESPS Capital Ltd. to use my Aadhaar Number and fetch data from UIDAI for verification and update Aadhaar Number for all my Investment / Trading / demat account with ESPS Capital Ltd.

I authorize ESPS Capital Ltd. 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 ESPS Capital Ltd.

I understand that ESPS Capital Ltd. 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 ESPS Capital Ltd. will use Demographic Authentication service provided by UIDAI in authenticating the customer where ESPS Capital Ltd. doesn't take physical copy of the Aadhaar letter.

I hereby give my consent to ESPS Capital Ltd. 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 ESPS Capital Ltd. 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.

ESPS Capital 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. – Separate to confirm on the securities features which are mentioned in the terms and conditions are in place at ESPS Capital Ltd.

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Use of the ESPS Capital Ltd. logo is not permitted on another entity's product or

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Survival of Terms After Agreement Ends

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Reach us

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