

PRIVACY POLICY
(Only for Online Clients)

IDBICapital is dedicated to provide the Client the comfort and confidence so that we can serve your needs better. In that effort, we respect and protect the privacy of those who visit or use our Portal. These provisions apply to all existing customers and prospective customers. However in case of customers who are no more active/deactivated the provisions as applicable till the time they were active would be applicable. IDBICapital has taken all necessary measures to protect the confidentiality of the information and their transmission under the Portal and it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of IDBICapital.

The Client authorizes that information so furnished to IDBICapital by accessing the Portal, the same shall be used for, among other things, customer verification, provision of products and services, for personalization of products or services, marketing or promotion of financial services or related products or for creation of statistical information, statistical analysis or credit scoring, enforcement of your obligations, or that of our associates and affiliates, which will in turn help us provide you a better quality of service. However, you are free to volunteer any other information that you feel we should know, but the security and confidentiality as per this policy is guaranteed only to the information that we may directly ask from you.

The Portal may provide links to third party websites in the process of conducting the portal trading business. IDBICapital shall not be responsible for the information collected on such linked websites of third parties and for any actions arising thereof. It is the clients' sole responsibility to review the privacy policy of such third parties.

IDBICapital undertakes not to disclose the information provided by the Client to any person, unless acting under good faith that such action is necessary to:

- (1) enforce the terms and conditions; and/or
- (2) protect and defend our rights or property; and/or
- (3) conform to legal requirements or comply with legal process; and/or
- (4) act to protect the interest of our members or others.

The Clients agree that failure to comply with the disclosure norms while accessing/using the Portal facilities/activities shall be deemed a serious breach of these terms and conditions and shall entitle IDBICapital to terminate the online services without prejudice to any damages to which it may be entitled. The representations and/or authorization once given herewith by the Client shall be deemed to be of a continuing nature and shall bind the Client from date of execution of the Agreement pertaining to trading through the Portal till termination of the same. The Client herewith represents as follows:

- (1) The Client agrees that all transactions shall be entered into by the Parties as principal and IDBICapital shall have no fiduciary duty towards the Client whatsoever notwithstanding that there

may be an existing relationship between the Parties;

- (2) The Client shall comply with all necessary approvals for entering into portal trading transactions as may be required;
- (3) The Client shall take all necessary steps to authorize execution, delivery and performance pertaining to the transactions while ensuring that the same are not conflicting or violating any law or regulatory requirements as applicable;
- (4) The Client shall keep IDBICapital informed of any action, suit or proceeding at law before any court, tribunal, governmental body, agency or official or any arbitrator;
- (5) All information furnished by or on behalf of the Client to IDBICapital shall be as of date be true, accurate, complete and not misleading in any material respect. The Client shall be responsible for intimating any material change which might have a effect on any of the transactions;
- (6) The Client agrees not to use, transfer, distribute or dispose of any information contained in the Portal in any manner that could compromise or imperil the interest of IDBICapital or its associates or affiliates;
- (7) The Client agrees to protect the proprietary rights of IDBICapital during and after the terms of the Agreement and to comply with all reasonable written request or its supplier of content or otherwise to protect their and others' contractual, statutory and common law rights in the Portal;
- (8) The Client shall not copy, reproduce, distribute, modify, transmit, perform, decompile, disassemble, publish or create works from or in any way use the services in violation of terms and conditions;
- (9) The Client shall not rent, lease, sell, sublicense or lend any other person access to the Portal or services through the Portal;
- (10) The Client agrees not to indulge in fraudulent, abusive or illegal activity not limited to any activity designed or intended to fraudulently obtain access/use to the Portal;
- (11) The Client shall hold IDBICapital harmless for any and all claims, actual or perceived, caused directly or indirectly by regulatory restriction, exchange regulation, virus attacks, equipment failure, system failure, security failure, unauthorized access, suspension of trading, war, strike from executing any order, instruction and direction. Client shall not be compensated for lost opportunities viz. notional profits on orders, instructions, directions which could not be executed;

IDBICapitals' limitation of liability:

IDBICapital shall not be liable for any inaccuracy, error or delay in or omission of:

- (1) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non performance or interruption in any data, information or

message due to force majeure viz., flood, weather, earthquake or other acts of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, equipment or software malfunction or any other cause of action beyond the control of IDBICapital;

- (2) transmission or delivery of any such data or information or message as mentioned hereinabove;
- (3) the Client to notify IDBICapital in writing immediately of any loss, theft, unauthorized use, failure to receive message, failure to receive confirmation of execution or any other inaccurate information pertaining to balances, securities positions or transactions, failing which IDBICapital nor its officers, directors, employees, agents can or shall be responsible for any claims with respect to the same;
- (4) under no circumstances shall IDBICapital nor its employees, directors and third party agents involved in creating, producing, delivering or managing the services be liable for any direct, indirect, incidental, special or consequential damages or any damages whatsoever, including punitive or exemplary (including but not limited to damages arising out of virus attacks, personal injury, negligence, loss of profits, loss of data or business interruption, loss of privacy or any pecuniary loss or arising out of the inability to use the Portal or any links or arising from interruption, suspension or termination of services or failure to comply with any instructions for software installation whether based on contract, tort, strict liability or otherwise;

IDBICapital further undertakes:

- (1) IDBICapital shall transfer to and from the account of the Client on the basis of order, instruction, direction either standing or specific, only from a person on being duly authorized by the Client;
- (2) IDBICapital reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the portal services available through the portal by posting appropriate notice in advance on the portal;
- (3) All services shall be made available on best effort basis to the Client;
- (4) IDBICapital may introduce new services in relation to the portal from time to time;
- (5) IDBICapital may entertain change in user access on receipt of a written mandate in the format prescribed, if any, by IDBICapital from time to time;
- (6) The terms and conditions shall survive the termination of any transaction and any failure or delay in exercising any right, power or privilege in respect of the terms and conditions is not to be presumed as a waiver of any of right, power or privilege unless expressly stated so;
- (7) In the event of any provision or condition of the terms and conditions being held invalid or enforceable by reason

of any law, rule, administrative order or judicial decision by any court or regulatory or self regulatory agency or body shall be so only pertaining to that particular provision or conditions while the remaining provisions or conditions remain unaffected;

- (8) The facilities granted to the Client under the portal are not transferable under any circumstances;
- (9) IDBI capital may disclose Confidential Information as required to Comply with binding orders of government entities that have jurisdiction over it or as otherwise required by law, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy (except to the extent the Receiving Party's compliance with the foregoing would cause into violate a court order or other legal requirement), (ii) disclose only such information as is required by the government entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

Events of default and termination:

Following are the list of events that constitutes an event of default which may lead to termination of the portal service:

- (1) failure by Client to comply with the terms and conditions specified hereunder and if not remedied on reasonable notice of the same being given;
- (2) failure to make good the payments due arising out of the portal transactions;
- (3) on IDBICapital becoming aware of any incorrect or misleading information made by the Client;
- (4) on a resolution passed for winding up (other than pursuant to a consolidation, amalgamation or merger);
- (5) on being declared an insolvent;
- (6) on instituting a suit against the Client seeking insolvency or bankruptcy and which if not dismissed within 30 days of presentation or on judgement of insolvency or bankruptcy;
- (7) on being liable in the position of a secured party wherein all the assets of the Client are disposed of or not dismissed, discharged, stayed or restrained within 30 days thereafter;
- (8) on becoming subject to appointment of any administrator, provisional liquidator, conservator, receiver, trustee, custodian or others pertaining to all its assets;
- (9) on any action being taken in furtherance of any of the above mentioned acts.

In the alternative the Client may terminate the portal services by giving one months written notice and the same shall effect on IDBICapital communicating its consent in writing. Such termination shall be without prejudice to the execution of all outstanding transactions entered into between the parties and IDBICapital shall be entitled to receive all fees, other monies

becoming due on date of such termination. However, IDBICapital reserves its right to interrupt, suspend or terminate, at any time, without specifying any reason, the access of the Client to the portal services by serving the appropriate notice of the same on best effort basis without assigning any reason and without being liable for any loss/damages/cost of any nature whatsoever to the Client. The closure/ freezing of the accounts with IDBICapital shall be exercised only if there are no obligations pending to be met by the Client towards either IDBICapital and/or Affiliates.

The Client agrees that the proprietary and intellectual property

rights pertaining to the portal transaction are solely the property of IDBICapital and any infringements upon any copyright, trademark or other contractual, statutory or common law rights shall be taken up to the fullest extent of law including the seeking of criminal prosecution. The Client agrees and acknowledges that the software underlying the services as well as other internet related software which are required for accessing service are the legal property of the respective vendors. The permission given by IDBICapital to access the services shall not convey any patent, copyright and licence, proprietary or ownership rights or other intellectual property rights in the above software.