

# Terms and Conditions:

These Terms and Conditions ("Terms") govern the access and usage of services provided to the Client (as defined below) Vineet Ashwinkumar Chawla RA, "RA", "We", "Our", "Us", and "I", as the context may require), including content, updates and other services provided by Vineet Ashwinikumar Chawla.

We/I are/am a registered research analyst bearing registration number INH000008190 registered with the Securities and Exchange Board of India ("SEBI") under the SEBI (Research Analyst) Regulations, 2014, as may be amended from time to time ("RA Regulations").

## 1. Definitions

For the purpose of these Terms, the following words and phrases shall have the meaning assigned to them as set out below unless the context indicates otherwise.

1.1 "Business Days" means any day in which banks are open for business in Maharashtra, India.

1.2 "Service(s)" means the services provided by the RA which include provision of research content, research data, model portfolios, and research reports, prepared in compliance with the applicable provisions of the RA Regulations and circulars/guidance issued thereunder, for which Clients are paying a fee to the RA.

1.3 "Client" shall mean any person who avails Services as per the terms contained herein. The term Client shall also include any person who is authorized to avail of the Services on behalf of the Client with either full rights or limited rights.

1.4 "Digital Medium" means and includes mobile applications, web applications and various other online applications including any third-party platforms engaged by the RA for providing the Services.

## 2. Eligibility

Use of the Services shall be available only to persons who can enter into legally binding contracts under Indian Contract Act, 1872, where applicable. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents, etc. shall not be eligible to use the Services.

The Client represents and warrants that he/she is at least 18 years old and all information submitted is true, accurate and complete while registering with the RA to avail the Services. If the Client is a minor i.e. under the age of 18 years, he/she/it shall not register as a Client with the RA to avail the Services.

### 3. Registration

In order to avail the Services, the Client must be registered with the RA. By registering with the RA, Client agrees to provide true, accurate, current and complete information as required by the RA, failing which the RA may at any time cancel the Client's registration and terminate the Client's right to use or access the Website/Digital Medium and/or Services. The Client agrees to keep such information up to date at all times.

### 4. Availing the research services

By accepting delivery of the Services, the Client confirms that he/she/it has elected to subscribe to the research service of the RA at his/her/its sole discretion. The RA confirms that research services shall be rendered in accordance with the applicable provisions of the RA Regulations.

### 5. Obligations on the RA and the Client

The RA and the Client shall be bound by the SEBI Act, 1992 and all the applicable rules and regulations of SEBI, including the RA Regulations and relevant notifications of Government, as may be in force, from time to time. Further, the RA and the Client are bound by the terms contained herein.

### 6. Client Information and KYC

The Client shall furnish all such details in full as may be required by the RA in a standard form with supporting details, if required, as may be made mandatory by BSE Ltd. (SEBI Recognised Administrative and Supervisory Body)/ SEBI, from time to time. The RA will follow applicable KYC procedures and may inter alia check the KYC records of the Client with the KYC Registration Agency, as may be specified by SEBI from time to time. The client consents to give permission to the RA for submitting and fetching his/her KYC records.

### 7. Standard Terms of Service

The Client declares the following:

“I / We have read and understood the terms and conditions applicable to a research analyst as defined under regulation 2(u) of the SEBI (Research Analyst) Regulations, 2014, including the fee structure.

I/We are subscribing to the research services for our own benefit and consumption, and any reliance placed on the research report provided by the research analyst shall be as per our own judgment and assessment of the conclusions contained in the research report.

I/We understand that–

1. Any investment(s) made based on the recommendations in the research report are subject to market risk.

2. Recommendations in the research report do not provide any assurance of returns.
3. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report.” The Client agrees to go through the terms (including the Do(s) and Don’t(s)) as specified in the investor charter for research analysts as contained in the SEBI Master Circular for Research Analysts (bearing no.SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2024/49 dated May 21, 2024), or as may be specified by SEBI from time to time.

The RA declares that:

1. It is duly registered with SEBI as an RA pursuant to the SEBI (Research Analysts) Regulations, 2014 and its registration details are: Registration number: INH000008190
2. It has registration and qualifications required to render the services contemplated under the RA Regulations, and the same are valid and subsisting;
3. Research analyst services provided by it do not conflict with or violate any provision of law, rule or regulation, contract, or other instrument to which it is a party or to which any of its property is or may be subject;
4. The maximum fee that may be charged by RA is INR 1,51,000 per annum per family of client. The prescribed maximum fee will be subject to revision, based on announcements/communications from BSE Ltd. (SEBI Recognised Administrative and Supervisory Body) or SEBI;
5. The recommendations provided by RA do not provide any assurance of returns.

In the event the RA is an individual, the RA additionally declares that:

- It is not engaged in any additional professional or business activities, on a wholetime basis or in an executive capacity, which interfere with/influence or have the potential to interfere with/influence the independence of research report and/or recommendations contained therein.

8. Consideration and mode of payment The Client shall duly pay to the RA, the agreed fees for the services that the RA renders to the Client and statutory charges, as applicable. Such fees and statutory charges shall be payable through the authorized, traceable and transparent manner and mode(s)/mechanism(s) provided by the RA and not via Cash.

The RA reserves the right to change the fee policy & payment terms applicable to such paid services. Changes to the fee policy & payment terms will be posted on the Website and/or Digital Medium and/or emailed to the Client’s registered email ID and such changes shall become effective immediately after they are posted on the Website and/or Digital Medium and/or sent to the Client’s email ID registered with the RA. If agreed by the Client, the RA can charge the Client advance fees. However, such advance fees shall be collected only for the

period allowed as per the prevailing regulations. . The RA can charge a maximum of INR 1,51,000 per annum per family in relation to clients who are individuals and Hindu Undivided Family (HUF). The prescribed maximum fee will be subject to Revision, based on announcements from BSE Ltd. (SEBI Recognised Administrative and Supervisory Body) or SEBI. The prescribed maximum fee does not include statutory charges. The regulatorily prescribed fee limit chargeable by research analysts shall only apply to individual and HUF clients. These shall not be applicable in case of non-individual clients and accredited investors and in such cases, the limits and modes of fees payable to the research analyst shall be governed through bilaterally negotiated contractual terms.

For fee collection, the RA has not opted for the Centralized Fee Collection Mechanism (CeFCoM), a designated platform/portal administered by a recognized Administration and Supervisory Body (BSE Ltd.). Adoption of CeFCoM is optional in nature, and the RA may choose to opt for this mechanism for fee collection at its discretion, based on applicable regulatory requirements from time to time.

The CeFCoM is a transparent payment mechanism, which is being implemented in a phased manner depending on whether a research analyst has / does not have an end-to-end digital process for client on-boarding, delivery of services to clients, payments of fees and other related processes. CeFCoM intends to inter alia provide the following advantages:

- Provides an additional recognition to a research analyst of being a registered intermediary;
- Multiple modes for collection of fees from clients;
- Intimation to a research analyst regarding when a client payment falls due;
- Facility to schedule payment of fees as per convenience of the research analyst and its clients;
- Master data of clients and their fee payment status; and
- Facility to track payment of fees by a client.

## 9. Risk Factors

Investment in the securities market is subject to market risks. Read all the related documents carefully before investing. Registration granted by SEBI or membership of BSE Ltd. and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.

## 10. Conflict of Interest

The RA shall adhere to the applicable regulations/ circulars/ directions specified by SEBI/BSE Ltd. from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. For such disclosures, refer here.

## 11. Access

The RA will endeavor to ensure that access to and availability of the Services remains uninterrupted and error free. However, access to the Website and/or Digital Medium from where Clients might be availing the Services may occasionally be suspended or restricted to allow for repairs, maintenance, or for the introduction of new facilities and Services and in such cases the RA shall not be liable for any disruption of any Services.

## 12. Provision of the Services

The RA shall not be liable for the Client acting on any recommendation which is set out as part of its Services, other than as expressly provided in any deliverable. The RA does not engage in services such as profit sharing or representation that its Services guarantee a minimum return. Investments in securities markets are subject to risks and each Client shall assess its own risk appetite and profile prior to relying on the Services of the RA for making investment decisions. The RA does not include within the ambit of the Services execution of any trades, investment decisions and/or buy-sell orders for the Client. The terms and conditions and the consent thereon are for the research services provided by the RA and RA cannot execute/ carry out any trade (purchase/ sell transaction) on behalf of the client. Thus, the Client is advised not to permit RA to execute any trade on the Client's behalf. The RA shall render the Services on a best effort basis.

## 13. Investment Disclosures

The Services as provided by the RA shall not be construed to be solicitation of an investment. The decisions of the Client with respect to their investments shall be done basis their risk appetite and risk tolerance levels and the Services shall be utilized as one of the variables to make investment decisions. It is abundantly clarified by the RA that past returns are not indicative of guaranteed future returns and the Services rendered always remain subject to market risk. The information as provided on the Website and/or Digital Medium, which includes index value, return numbers and rationale are for informational and illustration purposes only and are only provided by RA when the client requests for the same. These metrics shall not be relied upon by the Client in any form or manner and should not be considered as advertisement or solicitation. Any graphical representations, including charts, performance numbers etc. are calculated vide standard methodology and do not include the impact of transaction fee and other related costs, unless specifically mentioned.

The data used by the RA in the methodologies for calculations as stated above are obtained from third-party providers and such data is not authenticated, validated nor audited by the RA and the RA shall not be liable for any deficiencies with respect to such data and the Services provided basis the same.

## 14. Security

Subject to the provisions stated herein and as specified by the RA from time to time, the Client will not hold the RA liable in case of any improper/fraudulent/unauthorized/duplicate/erroneous use of the Client's mobile and/or the web-based access. The RA will also not be liable for any consequences connected with the use/ misuse of the Client's mobile/ email account by any third party. If any third parties gain access to the Services, the Client will be responsible and shall indemnify the RA against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise. The Client shall be fully and solely liable for: (a) any unauthorized use of his mobile/ email account; and/or (b) all authorized transactions on his mobile/email account.

#### 15. Use the Services at Your Own Risk

The RA reserves the right to refuse any Service to anyone for any reason at any time. The Client understands that the Client's content and data may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. The Client agrees not to reproduce, duplicate, copy, distribute, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the Website and/or Digital Medium through which the Service is provided, without prior express written permission from the RA.

#### 16. Trademarks

The RA name, logo, the names of individual Service(s) and their logos are trademarks of the RA. The Client agrees not to display or use, in any manner, the RA trademarks, without the RA's prior permission.

#### 17. Disclaimer of Warranties

The Client expressly understands and agrees that the use of the Services is at their sole risk. The Services are provided on an as-is-and-as-available basis. The RA expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The RA makes no warranty that the Services will be uninterrupted, timely, secure, or error free. Use of any material downloaded or obtained through the use of the Services shall be at the Client's own discretion and risk and they will be solely responsible for any damage to their computer system, mobile telephone, wireless device or data that results from the use of the Services or the download of any such material. The RA, its employees or representatives shall not create any warranty not expressly stated in the terms.

#### 18. Suspension and Termination

The Terms shall remain in force till terminated. If the Client is on an auto-renew plan, the terms and conditions of the arrangement and the Client's consent thereon will remain in force until the subscription is cancelled by the Client or the RA in accordance with these terms. This arrangement may be terminated by either Party by giving a 30 days prior written

notice. In the event that the Client breaches these Terms or in the event that any other Client or a third party reports violation of any of its rights as a result of the Client's use of the Services, the RA reserves the right, to suspend or terminate such Client's access to the Service with or without notice, and to exercise any other remedy available under the law.

The RA shall have the right to indefinitely suspend or block access to the Client's account on the Website and/or Digital Medium and/or any other platform used by the Client to consume services offered by the RA and refuse to provide the Client access to the Website and/or Digital

Medium if:

- the Client engages in or is suspected of engaging in any illegal, fraudulent or abusive activity; or
- the Client provides any information that is untrue, inaccurate, not current or incomplete in any respect or the RA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms.
- the Client is engaged in spreading mis-information, market rumors, unauthorized distribution of research/other services of RAs or any other such similar misconducts.
- the Client breaches any material term of this document
- the Client is admitted into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or commits any act of bankruptcy or if a receiver is appointed in respect of any assets of the Client.

If the Research Analyst ceases to hold statutory licenses and/or registrations required to provide services as contemplated under this arrangement then the Client shall have the ability to terminate this arrangement without any further consequences. If the Government or any regulatory body has taken any action on the Research Analyst then the Client shall have the right to immediately terminate this arrangement. The arrangement will be terminated automatically upon the death of the Client.

Any Fees that have accrued in the manner set out in this arrangement up to the date of the termination shall be paid by the Client to the Research Analyst within 30 (Thirty) business days from the date of termination of this arrangement. In case of suspension of certificate of registration of the RA for more than 60 (sixty) days or cancellation of the RA registration, the RA shall refund the fees, on a pro rata basis, for the period from the effective date of cancellation/ suspension to end of the subscription period.

## 19. Pausing of Services by the Client

The Client may, if they so desire, choose to pause the receipt of the Services. In such a case, while the Services will continue to be rendered to the Client until the end of the period for

which the fee has been paid ("Payment Period"), the payment will not be auto-debited at the end of the Payment Period, and the Services will be paused to be provided.

## 20. Indemnity

The Client shall keep the RA indemnified from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses,) or any other loss that may occur, arising from or relating to any claim, suit or proceeding brought against the RA by another Client/third party for reasons including, but not limited to (i) a breach, non-performance, non-compliance or inadequate performance by the Client of any of the terms, conditions, representations, obligations or warranties made by him/her/it; (ii) any acts, errors, misrepresentations, willful misconduct or negligence of the Client, or his employees, subcontractors and agents in performance of their obligations under these Terms.

## 21. Disclosure of Information

The RA may access, preserve and disclose any of Client's information if required to do so by law, or if the RA believes in good faith that it is reasonably necessary to: (i) respond to claims asserted against the RA or to comply with the legal process, (ii) for fraud prevention, risk assessment, investigation, Client support, product development and debugging purposes, or (iii) protect the rights, property or safety of the RA, its Clients or members of the public.

The RA may further engage agents and / or third-party vendors/partners for carrying out the acts (to the extent permissible under applicable law) in relation to rendering its Services. The Client consents to the sharing of their information with such authorized agents and/or third party vendors/partners engaged by the RA from time to time.

## 22. Limitation of Liability

The Client acknowledges and agrees that, to the maximum extent permitted by law, the entire risk arising out of the Client's access to and use of the Website and/or Digital Medium and/or Services, remains with the Client. The RA shall not be liable with respect to providing or delivering the Services for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, loss of monies pursuant to any of the Services, computer damage or system failure or the cost of substitute services, or in connection with these terms, as a result of the Client's use of the Website and/or Digital Medium and/or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not the RA has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

The liability of the RA towards the Client shall be limited to the fees as received by the RA for rendering Services to the Client, for a period of 6 preceding months from the date on which



the claim in relation to actions of proven fraud, gross negligence, willful default in connection with discharge of duties of the RA.

### 23. Grievance Redressal and Dispute Resolution

In the event of any grievance arising out of or relating to the Terms or Services (including (i) non-receipt of research report or (ii) missing pages or inability to download the entire report) the Client may reach out to Vineet Chawla at Vineetchawla01@hotmail.com and the RA shall be responsible to resolve the grievance in a transparent and timely manner but not later than a period of 21 calendar days from the date of communication of such a grievance or such time period as may be prescribed by SEBI from time to time.

If the grievance is not redressed satisfactorily, the Client may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal in accordance with the process laid out therein. Alternatively, the Client can initiate dispute resolution through the Online Dispute Resolution portal, a dispute resolution mechanism that includes mediation and/or conciliation and/or arbitration, in accordance with the procedure specified by SEBI.

### 24. General Terms

- The RA reserves the right to amend these Terms contained herein by posting the revised terms on the Website and/or Digital Medium and/or by way of email, by giving a notice of 15 days.
- The RA may change or discontinue, temporarily or permanently, any feature or component of the Services at any time without prior notice to the Client. The RA shall not be liable to the Client or to any third party for any modification, suspension or discontinuance of any feature or component of the Services. The RA reserves the right to determine at its own discretion, the timing and content of software updates, which may be automatically downloaded and installed by an application without any prior notice to the Client.
- The Client hereby accepts that he may, from time to time, receive from the RA or its affiliates or partners, communications such as service announcements, advertisements or administrative communications.
- All information provided by the Client to the RA shall be accurate, current and complete. Client shall be solely responsible for the accuracy and correctness of all information provided by him. The RA shall not be liable for any loss or costs incurred by any party due to any incorrect or mistaken information provided by the Client.
- Any link on the Website to a third-party site is not an endorsement of that website. The use or browsing by a Client of any other website shall be subject to the terms and conditions in

each such website.

- The RA shall not be liable for any unauthorised access to the Client's data or any unauthorized transmissions sent through the Services.
- The Client shall not (whether online or otherwise) describe itself as an agent or representative of the RA or make any representations to any other Client or any third party or give any warranties which may require the Company to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any other Client or any third party.
- The RA shall not be liable for any breach of these general Terms due to any force-majeure event such as act of god, fire, lightning, explosion, flood, inclement weather conditions, power failures, epidemic, pandemic, failure in any communication systems, equipment breakdown, strikes, lock-out or any other cause beyond the control of the RA.
- The Client agrees and confirms that the RA may engage agents and/or third-party vendors/partners for carrying out the acts mentioned in or in relation to rendering its Services. The Client consents to sharing of his/its account related information to such authorized agents / third party vendors/partners engaged by the RA.
- Please refer further disclosures on the website

25 These terms and conditions, and consent thereon are for the research services provided by the Research Analyst (RA) and RA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the Client. Thus, the Client(s) are advised not to permit RA to execute any trade on their behalf.

26 The fee charged by RA to the Client will be subject to the maximum amount prescribed by SEBI/ Research Analyst Administration and Supervisory Body (RAASB) from time to time (applicable only for Individual and HUF Clients). Note:

The current fee limit is Rs 1,51,000/- per annum per family of Client for all research services of the RA. The fee limit does not include statutory charges. The fee limits do not apply to a non-individual client / accredited investor.

27 Fees to RA may be paid by the Client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the Client can make payments through Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited (i.e. currently recognized RAASB).

28 The RA is required to abide by the applicable regulations/ circulars/ directions specified by SEBI and RAASB from time to time in relation to disclosure and mitigation of any actual or

potential conflict of interest. The RA will endeavor to promptly inform the Client of any conflict of interest that may affect the Services being rendered to the Client.

29 Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the Client by the RA.

30 The RA cannot guarantee returns, profits, accuracy, or risk-free investments from the use of the RA's research services. All opinions, projections, estimates of the RA are based on the analysis of available data under certain assumptions as of the date of preparation/publication of research report.

31 Any investment made based on recommendations in research reports are subject to market risks, and recommendations do not provide any assurance of returns. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report. Any reliance placed on the research report provided by the RA shall be as per the Client's own judgement and assessment of the conclusions contained in the research report.

32 The SEBI registration, Enlistment with RAASB, and NISM certification do not guarantee the performance of the RA or assure any returns to the Client.

33 Clients are required to keep contact details, including email id and mobile number/s updated with the RA at all times.

34. The RA shall never ask for the Client's login credentials and OTPs for the Client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including RA.

35 Grievance Redressal Process,

For any grievances,

- Step 1: The client should first contact the RA using the details on its website
- Step 2: If the resolution is unsatisfactory, the client can also lodge grievances through SEBI's SCORES platform at [www.scores.sebi.gov.in](http://www.scores.sebi.gov.in)
- Step 3: The client may also consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

36. The Client confirms that he/she is a Resident as per applicable Indian laws.

37. RA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is one year. In case of pre-mature termination of the RA services by either the client or the RA, the client shall be entitled to seek refund of

proportionate fees only for an unexpired period. It is clarified that fees paid for RA services already provided shall not be refunded.

38. Extent of use of Artificial Intelligence ("AI") tools The RA does not use AI tools.

License Holder Details:

License Holder Name: Vineet Ashwinikumar Chawla

SEBI Registration No.: INH000008190 registered as a Research Analyst

Registered Address: 25 Red Cross Road, Opposite South Indian Bank, Sadar, Nagpur, 440001

BSE Registration No.: 5433

Support Telephone: 9021335051

Support Email: support@tradeideas.in

Compliance Officer: Vineet Ashwinikumar Chawla