

Terms and conditions

Ajmera x-change

This page contains important information regarding the terms and conditions which apply to your trading and demat account with Ajmera Associates Limited. (hereinafter referred to as AAL). AAL, being a Trading Member of NSE and BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No. INZ000177531 for Cash/Derivatives/Currency Derivatives segments of NSE & BSE. Commodity trading on your account will be enabled through Ajmera Associates Limited, a member of MCX (Registration No. 10665) and having SEBI Registration Number INZ000177531. The Depository services for your account will be enabled through Ajmera Associates Limited, a Depository Participant using CDSL as the Depository having SEBI Registration no.: IN-DPCDSL-210-2003. 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.

The website is owned, operated and maintained by Ajmera Associates Limited (hereinafter referred to as "AAL"), a Company incorporated under the Companies Act, 2013 having CIN: U67120MH2001PLC134203, and having its Registered Office at 63/67, Ajmera House, Pathakwadi, Off K. H. Ajmera Chowk, Mumbai, 400002

Please note that the information contained herein is subject to change without notice.

General terms and conditions

Before availing of online trading services, the Client shall complete the registration process as may be prescribed from time to time. The Client shall follow the instruction given in the website for registering himself as a client.

The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the web site of AAL. The Client will not hold nor seek to hold AAL or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost of damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the web site, literature, brochure issued by AAL or any other agency appointed/authorised by AAL. The Client should seek independent professional advice regarding the suitability of any investment decisions. The Client also acknowledges that employees of AAL are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from AAL or any of its employees.

Security precaution and password

AAL will provide the client with a username and a trading password which will enable him to avail of the facilities of Online Trading through the AAL website, over the telephone or in any such other manner as may be permitted by AAL for availing of the services. AAL 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 website.

Our trading terminal system have a stringent Two-Factor authentication (2FA) secure system for every client to enter into their login ID using their Client ID and Password, along with a 6 digit PIN OR Authentication via apps such as Google Authenticator set by the Client himself/herself. This 2FA mechanism is set in place as per SEBI & Exchange guidelines with respect to Internet Based Trading Rules.

As per instructions from SEBI & the Depositories, we are also required to obtain the above stated Two-Factor Authentication (2FA) for all such sell transactions where shares are debited from the demat account using the Online DIS route. Therefore, the same PIN set by You for Your App/trading terminal login, will be required to be inputted by You each time during a debit/sell transaction from your holdings from Your demat account via Kite. This will be required only if You are using the Online DIS route and not if you have submitted the physical Power of Attorney, that can be found here.

Any Password can be reset by the You at any point of time, by selecting the 'Forgot Password' link under the login area. As soon as You select the 'Forgot Password' link, a reset link is sent to Your registered email ID, where the same process of setting a unique password is followed.

The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through AAL Online Trading System using the Client's Username and/or Password whether or not such person was authorised to do so.

The Client shall immediately inform AAL of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

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 AAL'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 AAL'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 AAL 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 AAL's Online Trading System.

Orders

All orders for purchase, sale or other dealings in securities and other instructions routed through the AAL's Online Trading System via the Client's Username shall be deemed to have been given by the Client.

The client agrees to provide information relating to customer user identification number, and such other information as may be required while placing orders on the telephone to determine the identity of the client.

The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

AAL may from time to time impose and vary limits on the orders which the Client can place through AAL'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 AAL may need to vary or reduce the limits or impose new limits urgently on the basis of the AAL's risk perception and other factors considered relevant by AAL, and AAL may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that AAL shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through AAL's Online Trading System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that AAL 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 AAL.

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

The client agrees AAL may impose scrip wise surveillance or such other conditions as to scrip wise limits, etc. The client also understands that AAL may impose various surveillances which may differ from client to client on the basis of the AAL's risk perception and other factors considered relevant by AAL.

In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into AAL's Online Trading System.

Online account opening

Online account opening using AADHAAR 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 AADHAAR, 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 website shall be forwarded by the system to the Exchange. All orders placed otherwise than through the website shall be forwarded by the system to Exchange terminals or any other order execution mechanism at the discretion of AAL. In the event that the order is placed during the trading hours, it shall be routed to and executed on the market system.

Online confirmation will be sent to the client by electronic mail or SMS after the execution of the order, trade and this shall be deemed to be valid delivery thereof by AAL. It shall be the responsibility of the client to review immediately upon receipt, whether delivered to him by electronic mail or any other electronic means all confirmations of order, transactions, or cancellations. It shall be the responsibility of the client to follow up with AAL for all such confirmations that are not received by him within a stipulated time.

The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to AAL's notice in writing by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to AAL in writing via electronic mail or fax within twenty-four hours from the time of receipt of the first notice. In all cases, AAL shall have a right to accept or reject the client's objection.

There may be a delay in AAL receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which AAL has entered into contracts or transactions on behalf of the clients. Accordingly, AAL may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold AAL responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any 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 AAL 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.

AAL may, at its sole discretion, reject any order placed on the website 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.

The client agrees that, if the order is not accepted on the website for any reason, AAL shall have the right to treat the order as having lapsed.

The client is aware that the electronic trading systems either at the Exchange or in the office of AAL 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, AAL 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, AAL 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 AAL.

AAL may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.

The client agrees to abide with and be bound by all the rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by AAL and the orders placed by him on the website or any other manner.

AAL 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. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from AAL is received by the client. However, due to technical other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until AAL has so confirmed in writing.

The pending orders shall be governed as per the exchange systems, after the market is closed for the day.

AAL shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, within 24 hours of the execution of the trade. Such a contract note, if issued in physical form shall be dispatched by AAL by courier, at the address mentioned in this agreement or at any other address expressly informed to AAL by the client. The client agrees that AAL to issue the contract note in digital form which shall be sent by way of electronic mail to the address provided by the client. AAL shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to AAL in writing. Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All such confirmations and statements shall be deemed to have been accepted as correct if the client does not object in writing to any of the contents of such trade confirmation/intimation within 24 hours to AAL.

AAL may allow/disallow client from trading in any security or class of securities, or derivatives contracts and impose such conditions including scrip-wise conditional trading for trading as it may deem fit from time to time.

Margin

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

Maintenance of trading account

Money pay-in to AAL - The Client agrees that all payments due to AAL will be made within the specified time and in the event of any delay, AAL may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to AAL shall be from the account of the client and shall not to be from any third party.

Money payout to AAL - Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes AAL to release all payments due to him from the trading account maintain with AAL, against specific request in this behalf.

Securities pay-in to AAL - All delivery to be effected to AAL for a trade, must be made within 24 hours from the execution of the sale order or one day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of a default

in completing the delivery on the exchange by AAL as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/ penalty charges, if any incurred as a result of non-delivery of securities on the settlement date on the exchange. No third party shares will be sold through AAL or third party payment should be made to AAL and client will be solely responsible for any violation. If the client has sold any securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.

Securities pay-out by AAL - AAL may directly credit the demat account of the client with the depository participant or maintain the securities account with AAL on a running account basis.

Provided that if the order placed by the client through the website or otherwise is for securities which are in the no-delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum due from the client, AAL may withhold the credit of securities to the demat account of the client. However, the client authorizes AAL to withhold the securities to meet liabilities of client to AAL under this agreement.

AAL is entitled to consider any sum or money or security lying to the credit of the client as margin received.

Representations and warranties

The Client hereby warrants that he is capable of executing the present agreement and that the terms of the present are not in contravention of any rights of any party with whom such client has any agreements, at any time prior to the execution of this agreement.

He agrees to provide and continue to provide all details about themselves as may be required by AAL, including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) , and states all details and facts represented to AAL are true.

The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc., which are susceptible to interruptions and dislocations; and the Online Trading Service of AAL may at any time be unavailable without further notice. AAL and the Exchange do not make any representation or warranty that the Online Trading Service of AAL will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or AAL on account of any suspension, interruption, non-availability or malfunctioning of the Online Trading System or Service of AAL or the Exchange's service or systems for any reason whatsoever.

AAL states that it has complied with and will continuously comply and if not proposes

to comply with all statutory and regulatory directions to offer the Internet Trading services through the website AAL.com and for dealing in cash and derivatives segment of the exchange.

The Client warrants that all or any of the securities deposited by him with AAL in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances.

The Client/s agree to indemnify and hold AAL harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of user ID and password by the Client/s.

The Client hereby confirms and warrants that the Client authorises AAL to take all such steps on the Client's behalf as may be required for provisions or to complete or settle any transactions entered into through or with AAL or executed by AAL on behalf of the Client. However, nothing herein shall oblige AAL to take such steps.

Fees and brokerage

The Client agrees to pay AAL any brokerage, commission, fees, service tax and other taxes and transaction charges as agreed upon and due from time to time, as applied to such Client's account, transactions, and trading ledger by AAL, for the services that the Client receives from AAL.

All fees, brokerage, and charges on AAL's platform are subject to change from time to time, subject to complying with rules prescribed by the Exchanges and SEBI, at AAL's discretion, with due notification to the Client. Each time there is any change with respect to fees, charges, and brokerage, AAL would notify all Clients by an email and/or SMS to their registered email ID and contact number with all details, along with the date of such changes being effective.

An updated schedule of charges, brokerage, fees, towards applicable services provided by AAL along with taxes and other mandatory transaction charges is made available here.

Investment or any other advice

The Client agrees that none of the services available on the website shall amount to investment advice on the part of AAL.

The Client agrees that in the event of AAL or any employee or official of AAL, providing any information, recommendation or advice to the client, the client may act upon the same at the sole risk and cost of the client, and AAL shall not be liable or responsible for the same.

AAL, and its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

Miscellaneous

AAL does not warrant that the service will be uninterrupted or error-free. The service is provided in an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The client agrees that AAL shall not be held responsible for delays in transmission of orders due to breakdown of the system or failure of communication facilities either due to the fault of the systems of AAL or of the Exchanges or otherwise or for any other delay beyond the reasonable control of AAL due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of AAL.

All modification to this Agreement shall be made solely at the discretion of AAL and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the website or in any other manner.

Indemnity

In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, AAL may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

The client is aware that authentication technologies and strict securities measures are required for internet trading through order routed system and undertake to ensure that the password of the client and /or their authorized representatives are not revealed to any third party. The client also agrees to indemnify AAL from any loss, injury, claim or any action instituted against AAL arising from the misuse of the password by any party.

Force majeure

AAL 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.

Severance

In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any law for the time

being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.

Investor Redressal Mechanism

Investor Satisfaction being of utmost importance, for which necessary mechanism and systems are in place. All the investor grievances are monitored and redressed by the Compliance Officer of the Company who reports directly to the Board of Directors and this essentially takes care of the necessary escalation in case of any long pending and serious complaint, otherwise the same are taken care of by the Compliance Officer with the support of the Compliance team. The clients can email their grievances on the email id investorcomplaints@ajmera.co.in which is displayed on our website and the same also mentioned on the contract notes and other correspondence if any sent to the client from time to time. All the mails received are duly monitored and redressed by the Compliance Officer. The register of grievances is centrally maintained for better control and monitoring, Thus the grievances received in writing, mail, verbally, etc. are centrally monitored and redressed and recorded with all the necessary steps taken for redressal of the same. Proper analysis is undertaken to analyse the nature of complaints received, pattern of complaints and concentration if any at a particular location, so that every effort is taken to remove the root cause of grievance by the client. Periodic visits and inspections are undertaken for the branches and authorised partners to get the feedback of clients on the issues. Depending on the feedback received necessary corrective steps are introduced into the system. For ensuring that the funds received from the particular clients are properly accounted for, no cheques and cash are collected, at various locations or at the Head Office where centralized accounting is maintained, by which it is ensured that the funds are credited to the account of the correct client and also from the particular accounts mentioned in the client account master in the Back office software maintained centrally. No other separate software is maintained for maintaining client account details. Thus every attempt is made to redress the grievance/problems of the clients and introduce systematic changes into the processes so that such instances are avoided.

Notice

All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and / or at the ordinary business address of the party to this agreement such as -

- By hand
- Delivery by post
- By registered post
- Under certificate of posting
- By email
- By affixing it on the door at the last known business or residential address.
- By oral communication to the party or on the last known telephone number or on the recording machine of such number.

- By advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- By notice posted on the notice board of the Exchange if no address is known. Any communication sent by AAL to the Client shall be deemed to have been properly delivered or served, if such communication is returned on AAL as unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address /residing address and / or at the ordinary business address of the party to this agreement.