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**Terms And Conditions Agreement**

This Terms And Conditions Agreement ("Agreement") is between you and EcoEx. The Services being provided herein relates to certain electronic services and information ("Service") to which you will have electronic access depending upon your user/membership category through EcoEx market.

To use a Service you may need to register and create an account with a username and a password. You may need to provide us with certain personal and other information. EcoEx may verify the information, if required, before your account can be used.

You agree to provide truthful and complete information when you register for the Service and to keep that information updated. You must take due care to protect your username and password against misuse by others and promptly notify EcoEx about any misuse. You are personally responsible for any use of the Service.

You may terminate your registration if you no longer wish to use the Service. After termination, you will no longer have access to the Service. EcoEx may terminate your registration or restrict your access to certain parts of the Service if EcoEx reasonably believes that you have breached the Agreement or any other Terms and Conditions applicable for the Service.

If you are EcoEx registered client, this Agreement is in addition to, and does not nullify/ supersede, any other agreement or undertaking, including the Membership Agreement(s)/Undertaking and any annexure and supplements thereto between you and EcoEx governing the conduct of your relationship with EcoEx. The terms and conditions contained herein are in addition to and are to be read in conjunction with the General Terms & Conditions of EcoEx and any annexure and supplements thereto.

By using or accessing the Service and Site you agree to the terms and conditions contained herein under and also agree and accept to abide by the General Terms & Conditions of EcoEx along with its amendment from time to time and the Special Terms and Conditions subject to which any particular commodity has been offered for trading including any circulars, notifications, instructions or guidelines issued by EcoEx from time to time.

Your use and/or access of the Service and Site, indicate that you agree to be bound by all of the terms of this Agreement and you shall be deemed to have read, understood and accepted the terms and Conditions of Agreement. In case you do not agree to the Terms and Conditions of this Agreement, you have no right to access the Site and avail Service.

The terms and conditions contained herein may be amended, altered, supplemented, revoked, rescinded or replaced by EcoEx, whether in full or in part, from time to time as may be notified on the Site or in such other manner as EcoEx may deem fit.

You acknowledge that the information on this Site does not constitute an offer to sell or a solicitation of an offer to buy plastic credit certificate that may be referenced in the Site. If you wish to learn more about information contained on the Site, you may contact a representative of EcoEx.

Guests: Users in this category will be provided with limited samples of Services offered on the Site but need not register to obtain such limited access to the Site. For purposes of this Agreement, access by a Guest to the Site is at the sole discretion of EcoEx, from time to time, which may or may not permit a Guest to access the Site.

Registered Clients: This category of user will be provided with electronic access to the various Services provided by EcoEx on the Site. The clients registered with EcoEx (Registered Client) may have certain time limitation with respect to the use of these Services and to continue the use of Service, such Registered Client may be required to complete/fulfil the prescribed procedures in case they wish to remain a client of EcoEx. Registration by submitting a physical/ online application form and other documentary proof, as deemed fit by EcoEx Market may be required for this user category.

A.SERVICES PROVIDED  
1. EcoEx shall provide you with electronic access, through your computer or other electronic device including Mobile Phones (collectively "Electronic Device"), to the Services, including but not limited to the provision of information with respect to plastic credit certificates ("Information") through the Site by means of an order matching system or multiple bidding system which includes inter alia all activities pertaining to order management such as accepting and capturing of an order/bid, validation, order/bid modification or cancellation, order/bid confirmation and other related activities ("System"), value added services including but not limited to market watch, research reports, stock statements and transaction summaries, through the services of an unaffiliated Internet service provider (the "Provider") by you and the ability to communicate electronically with EcoEx ("E-mail"), depending upon the category of User you are. EcoEx may at its sole and absolute discretion, cancel or change any or all the Services or registration instructions in any manner whatsoever at any time or introduce additional Services from time to time, upon printed or electronic notice. Your continued use of the Services following such changes or introduction of new Services will constitute your acceptance, ratification and confirmation of such changes. You agree not to attempt to connect to the Site, to use the Services or to view any of the Information if you do not agree to the terms of this Agreement.

2. EcoEx reserves the right to charge a Registered Client a separate service fee for using the Services to effect transactions above a certain stipulated number/threshold.

B. ELECTRONIC RECORDING

1. You acknowledge and consent to the taping or any form of electronic recording, retention, monitoring and use by EcoEx (and its employees, representatives, affiliates and agents) of all communication, electronic or otherwise, between you and EcoEx or its representatives or agents and information, and of data that you input during your use of the Services, including without limitation, all bids/orders placed by you to purchase or sell a commodity, all activities related thereto and all selections and uses of calculators and other tools included therein.
2. You further agree that such recordings and EcoEx 's records of any bids/orders, instructions and communications given or made by you or EcoEx by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If EcoEx so chooses to record the bids/orders, instructions and communications, it shall be free to store the same for such period as it may deem fit and EcoEx may overwrite, erase or destroy such records at such intervals as it may deem fit.

C. ELECTRONIC COMMUNICATION

1. Subject to this Clause C, the Services permit you to communicate electronically with EcoEx. Provided that, you shall not use email for the transmission of bids/orders to purchase or sell a commodity or to transfer funds, or to transmit any personal credit information (including credit card numbers), to give notice of a change of address, or to give EcoEx any time-sensitive instructions. You hereby agree and acknowledge that, EcoEx in no event shall be liable or responsible in any manner in the event such e-mail has been received by EcoEx for any default/reason whatsoever. In addition, if you are a EcoEx client who has registered on the Site, you agree not to use e-mail to give EcoEx any instruction affecting your account(s) or any linked accounts, including, but not limited to, placing orders to purchase or sell a commodity or to transfer funds. EcoEx shall not be liable for any actions taken or any omissions to act as a result of any e-mail message you send to EcoEx.
2. Registered Clients shall provide EcoEx with their e-mail address as part of the registration process. EcoEx may, as part of the trade fulfillment/completion cycle, communicate with you on your registered E-mail. You shall forthwith intimate EcoEx of any change in your E-mail address. All E-mails sent to you by EcoEx on the E-mail address available with EcoEx at the time it its dispatch shall be considered as effective communication. EcoEx shall not be liable for any actions or for any omissions to act on your part as a result of any e-mail message EcoEx sends to you.

D. PROPERTY RIGHTS IN INFORMATION AND SERVICES; SUITABILITY AND COMPLIANCE WITH LAW

1. The Services and any Information provided through the Services are being provided by EcoEx only for your personal, non-commercial use and display. You may download the Information to the Electronic Device and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein.
2. The Services and the Information are the property of EcoEx or its licensors and are protected by applicable copyright, patent, trademark or other intellectual property law. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services provided in any manner (including electronic, print or other media now known or hereafter developed) without the written consent of EcoEx. You also agree not to use the Information or Services for any unlawful purpose, and you shall comply with any request of EcoEx or any of the third party providers to protect their respective rights in the Information and Services. Further, upon the discontinuation of the Services by you, you shall forthwith, upon the request of EcoEx return all documents/ Information pertaining to the Services or EcoEx provided to you and shall destroy all copies thereof with you.
3. EcoEx is not providing investment or disinvestment advice through the Site and does not represent or recommend that any such commodities are suitable for you. In addition, you agree to make your own independent evaluation of the investment merits and suitability for you of any such commodities based on your specific objectives and financial position and using such independent advisors as you may believe necessary. The Information shall not be deemed to be a solicitation of a transaction by EcoEx or any third party provider acting on behalf of EcoEx. The Information contained on the Site reflects the present situation and does not in any way reflect the views of EcoEx or its affiliates. The accuracy, completeness or timeliness of such Information cannot be guaranteed and is subject to change without notice. Further, the price for any commodity contained in any section of the Site may differ from the price for that commodity contained on any other section of the Site. You also acknowledge that neither the Services nor any of the Information will be used by you as tax or legal advice. The Information is provided on the Site on a no- liability, no-guarantee and no-obligation basis.
4. With respect to a EcoEx registered client on the Site, unless we otherwise notify you in writing, any Information provided through the Services shall not be deemed to supersede or replace official statements of transactions, money or positions required to be transmitted by EcoEx to you.
5. In the event you use the Services or the links included on the Site to gain access to a third party web sites or other world wide web site or Internet location or source of information of any company, organization or person other than EcoEx, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of EcoEx and agree that EcoEx shall not be responsible for any information or other links found at any such world wide web site or the third party web-site or Internet location or source of information, or for your use of such information. EcoEx provides such links only as a convenience to you, and has not tested any software or verified any information found at such sites. The fact that EcoEx has provided a link to another site does not signify an endorsement of the site or its contents by EcoEx. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before making any use of the Services or of such another site.
6. Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the Republic of India or other countries), or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.
7. The Services are not registered under any laws of any foreign jurisdiction and is only to be availed by a Guest or Registered Client, as the case may be, in a jurisdiction where it may be lawful to offer and avail such Services.

E. WARRANTIES AND LIMITATION OF LIABILITY REGARDING THE SERVICES

1. The accuracy, completeness, sequence or timeliness of the information cannot be guaranteed. EcoEx and its affiliates, their financial advisors, agents and licensors shall not have any responsibility or liability for direct, indirect, consequential, special, or other damages you may incur for any reliance by you on information or for the reliability, accuracy, completeness, sequence or timeliness thereof for any delays, interruption or errors in the transmission or delivery of any part of the information or services, or for any unauthorized use by you of e-mail.
2. You understand that any bid/order price quotes provided/available as part of the services may be delayed on account of certain technical reasons beyond the control of EcoEx and may not reflect the prices at which the quoted commodity may be bought or sold. You should not make any decisions to buy or sell commodity based on such quotations or on any other information accessed on or through the Site. You understand that EcoEx does not guarantee that it will continue to make the Information and/or Services available to you, whether by the same methods currently used or otherwise. You agree not to hold EcoEx liable for any damages arising from a discontinuation or modification of all or part of the Services or Information.
3. EcoEx shall ensure that bid/order acceptance or rejection by the System is communicated to the Registered Client within a reasonable period of time. EcoEx shall send electronically including without limitation, trade confirmations, notifications of trade failures for the execution of the Registered Client's order/trade. Such confirmation shall be made available to the Registered Client by way of web postings accessible to the client after login or through an e-mail address provided by such client. The Registered Client agrees that the information sent by EcoEx by web posting/e-mail is deemed to be a valid delivery of such information by it.
4. All trades/ orders routed through the Site/System shall be deemed to be unsolicited trades.
5. EcoEx may set such parameters or checks in the System that may result in the Site or System rejecting the orders of a Registered Client. Such rejection is not/would not be an indication of such client's creditworthiness but is a risk management measure undertaken by EcoEx. However EcoEx shall not be liable for any direct or indirect loss or damages caused to such client by such rejection.
6. Except as expressly set forth in this agreement, EcoEx and its affiliates, agents and licensors hereby expressly disclaim all express and implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services. EcoEx does not warranty, guaranty, or make any representations or warranties whatsoever, express or implied, or assume any liability to you regarding (i) the use or the results of the use of the Services, including without limitation any financial results based on use of the Services or Information or any delay or loss of use of the services, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the Site, Services, and Information.
7. In addition to and without limiting the foregoing, EcoEx shall not be liable for any harm caused by the transmission, through the Services or Information, of an Electronic Device virus, or other Electronic Device code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Services or any of your software, hardware, data or property.
8. In addition to and without limiting the foregoing, EcoEx makes no representation and assumes no liability regarding the quality, safety, accuracy, or suitability of any information or software found on any other site not under EcoEx control.
9. EcoEx and its affiliates, their respective financial advisors, agents and licensors shall not be liable for any losses or damages incurred by you related in any way to your use of the services and information.
10. Except as otherwise provided by law, EcoEx shall have no liability for losses caused by the negligence, actions or failure to act of the provider or any third party provider acting on EcoEx behalf.
11. To the extent permitted by law, neither EcoEx nor the third party provider acting on EcoEx behalf shall be liable to you for any indirect, special, incidental or consequential damages (regardless of whether such damages are reasonably foreseeable), or for any loss, costs, expenses including without limitation reasonable legal fees, arising from a failure, interruption, error, omission or delay in the performance of their obligations or in the transmission of information that results from a cause over which EcoEx or any other such entity does not have control, including but not limited to
    1. failure of electronic or mechanical equipment/any failure in the links/system failure/faults in the telecommunication network or internet or network failure or software/hardware errors at your end or at the end of EcoEx or
    2. theft or
    3. destruction or
    4. unauthorized access, alteration or use of information or
    5. incomplete/incorrect data or Information provided to EcoEx over the Site/system and/or any error in the execution of any request due to such incomplete/incorrect data,
    6. strikes, failures of common carrier or utility systems, severe weather, fire, floods or other causes commonly known as "acts of god" or force majeure events.

F. YOUR REPRESENTATIONS AND WARRANTIES

1. You hereby represent and warrant that you are of the age of majority and are legally capable of entering and executing this Agreement.
2. You hereby further represent and warrant that, in conjunction with your on-line trading account and any other account(s) that you maintain with EcoEx at any time, that you will utilize said account(s) solely for lawful purposes and will remain aware of, and fully comply with, all applicable laws, rules and/or regulations governing the use of said account(s) including, but not limited to, laws, rules and/or regulations relating to information technology, taxation and reporting or filing requirements.
3. You agree that EcoEx cannot advise or counsel you as to the existence or applicability of any particular law, rule and/or regulation and that you are solely responsible for remaining aware of, and complying with, all such laws, rules and/or regulations. If you are a Registered Client you hereby represent and warrant that all the information provided by you during the registration process is accurate and complete. In case where the client is a non-resident Indian, you additionally agree to abide by the Foreign Exchange Management Act, 1999 and rules and regulations issued and amendments carried out thereunder from time to time and other applicable laws and any law, regulation or rule in your jurisdiction, including but not limited to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.
4. You acknowledge that you are fully aware of and understand the risks associated with availing of Services for routing orders over the Site/System including the risk of misuse and unauthorised use of your Username and Password by a third party and the risk of a person hacking into your account on the Site/System. You agree that you shall be fully liable and responsible for any and all unauthorised use and misuse of any of your Username and Password and also for any and all acts done by any person through the System on your User Identification in any manner whatsoever, including but not limited to a third party placing a request or order on your behalf over the Site/System. You are aware that EcoEx is agreeable to offer the Services over the Site/System only if EcoEx is not required to bear and only if you agree to bear, the risk responsibility and liability of such misuse or unauthorised use.
5. You agree that you shall immediately notify EcoEx in writing with full details if:  
   i. you discover or suspect unauthorized access through your Username and Password or account,

ii. you notice discrepancies that might be attributable to unauthorized access, iii. you forget your Password,or  
iv. you discover a security flaw in the Site or System.

1. You shall immediately log off from the Site and System at any time that you finish accessing it.
2. You hereby agree that you may not be allowed to do transactions through the System with respect to certain Commodities/segments as may be notified by EcoEx from time to time.
3. You further agree that you may not be allowed to transact through the System with respect to certain commodities or bids/orders/requests below and above certain amounts, or for any other reasons as may be notified by EcoEx from time to time.
4. You further agree that you will not initiate, promote or participate in any unfair, unlawful or manipulative market practices.
5. The use and storage of any information including, without limitation, the Username and Password, profile,portfolio information, transaction activity, account transactions and any other information on your personal Electronic Device is at your own risk and you shall take sole responsibility for the security of such information.  
   11. You are aware that you have the option of not availing of the Services. However being fully aware of all risks, you desire the convenience of such Services, including but not limited to transmitting bids/orders and instructions over the Site/System and have therefore opted for such Services of your own free choice and are willing and agreeable to bear all associated risks, responsibility and liability.

G. RISK DISCLOSURE

1. You confirm that you understand the risk disclosures associated with an electronic market place, and have read and understood all additional disclosures made by EcoEx from time to time, that contain important information on trading and dealing with EcoEx and are aware of the contents contained therein.
2. The risks involved in trading in various instruments on EcoEx, and as set out in detail in the above risk disclosure formulated by EcoEx inter alia include, risk of high and low volatility, risk reducing orders, risk of new announcements, risk of rumours, systems risks and system/network congestion.
3. You confirm that you are aware of all the rights available to you under the extant laws, rules, regulations and General Terms and Conditions of EcoEx and of all your obligations thereunder and hereunder.
4. If you have any concerns with respect to the above you may contact our office.
5. You must know and appreciate that commodities traded on EcoEx, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on EcoEx and suffer adverse consequences or loss, you shall be solely responsible for the same and EcoEx or its affiliates or any of its employees/ directors/ officers/ advisors/ representatives shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made.
6. You shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on the an electronic trading platform.
7. In the light of the risks involved in and the other significant aspects of trading, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.
8. In light of the foregoing, you declare that:
   1. You shall be wholly responsible for all your trading decisions and trades;
   2. You have read and understood the risks involved in trading on EcoEx market;
   3. The failure to understand the risk involved shall not render a contract as void or voidable and you shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which you choose to trade;
   4. all monies, fees, charges or other property which may be required to open and/or to maintain your account shall be held subject to a general lien for the discharge of your obligations to EcoEx;
   5. you are liable to pay applicable initial margins/security deposits, withholding margins/security deposits, special margins/security deposits or such other margins/security deposits as are considered necessary by EcoEx or as per the Terms and Conditions applicable for any particular trade.
   6. payment of margins/security deposits by you does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins/security deposits, you may, on the closing of your trade, be obliged to pay (or entitled to receive) such further sums as EcoEx may require;

H. CONFIDENTIALITY  
1. EcoEx shall use reasonable precautions to maintain the confidentiality of the information you have provided to EcoEx and information you have created, inputted or developed in connection with your use of the Services, but because such information can be accessed through the internet, you hereby acknowledge and agree that there can be no assurance that the information, any Information provided to you through the Services, the orders placed by you to purchase or sell a commodity or to transfer funds or any communication through email will remain secure. In addition, EcoEx may disclose such information to its employees, representatives, officers, agents, advisors and affiliates, as well as a governmental or regulatory entity or recognized stock exchanges, the service providers or any other third party agent or service provider -

1. for any purpose related to the conduct of EcoEx 's business or to the offering, providing or maintaining of the Services,
2. to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agency or regulatory body or recognized stock exchanges or official requesting such information, or
3. for any other legitimate business purpose.

I. GOVERNING LAW

1. Any transaction contained herein under or anything related thereto shall be governed by and construed in accordance with the laws of the Republic of India without giving effect to principles of conflicts of law.

J. DISPUTE RESOLUTION  
1. You agree to the dispute resolution process as applicable for any particular trade or transaction subject to which any commodity has been offered for trading. In absence of any such terms and conditions or absence of dispute resolution clause therein, you agree to resolve the dispute as per the dispute resolution process put in place by EcoEx in its General Terms and Conditions.

K. JURISDICTION

1. EcoEx and you declare and agree that the transactions executed on the EcoEx are subject to Terms and Conditions applicable to any particular trade or subject to which any commodity has been offered for trading and in absence or non-existence of the same, in accordance with the General Terms and Conditions and Circulars issued by EcoEx thereunder and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified in such applicable terms and conditions for the purpose of giving effect to the provisions contained herein under.
2. This Agreement shall at all times take effect as having been made, entered into and to be performed in the city of Delhi and the parties shall be deemed to have submitted to the exclusive jurisdiction of the competent courts/appropriate forums of/at Delhi with respect to all disputes between you and EcoEx which does arise or form part of the Terms and Conditions subject to which any commodity has been offered for trading. However, in matters or disputes arising out of any particular trade conducted in accordance with the terms and conditions specified for that trade, such dispute shall be resolved as per the dispute resolution process as put in place in those terms and conditions and the jurisdiction of the courts shall be the proper civil courts having jurisdiction to entertain such disputes.

L. TERMINATION  
1. Either you or EcoEx may terminate this Agreement and your access to the Services at any time by giving 30 days notice. EcoEx may discontinue or change the Information or the Services, or their availability to you, at any time. Any violation or breach by you of any of the terms of this Agreement will be cause for EcoEx to terminate your access to the Services without notice. Paragraphs D, H, I, J, K and O shall survive termination of this Agreement.

M. ASSIGNMENT  
1. Resale and/or any commercial redistribution of the Services or Information, is not permitted. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of EcoEx. EcoEx may assign this Agreement or any of its rights or obligations under this Agreement to the extent permitted by the laws to a company affiliated with, or a successor to or assignee of, EcoEx, or to any other third party.

N. MISCELLANEOUS

1. Save as set out in the preamble to this Agreement, this Agreement represents the complete and exclusive statement of the agreement and understanding between you and EcoEx regarding your rights to access and use the Services and Information on the Site, and supersedes all prior and contemporaneous agreements and representations regarding such subject matter. Except as herein provided, no waiver, modification or amendment of any provision of this Agreement shall be effective against EcoEx unless the same is in writing and signed by an authorized official of EcoEx. EcoEx may modify these terms and conditions at any time upon written notice or by posting the modified terms and conditions in the Site. You agree that if you use the Services after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, Services and Information. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.
2. Failure by EcoEx to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure by EcoEx to exercise any power or right given to EcoEx in this Agreement, or a continued course of such conduct on EcoEx part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to EcoEx in this Agreement are cumulative and not exclusive of any other rights or remedies which EcoEx otherwise has at law or equity.

O. INDEMNIFICATION  
1. You hereby indemnify and hold harmless EcoEx (and its directors, officers, employees, control persons, vendors, licensors, agents, affiliates, representatives, advisors), the Provider and any third party provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement or your use of the Services or Information

i. in violation of this Agreement,

1. in violation of any rights of EcoEx, the Provider and any third party Information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or
2. in violation of any applicable law, rule or regulation, or
3. your failure to maintain the security of your Username and Password as applicable in accordance with this Agreement. This indemnification shall be binding upon you and your executors, heirs, successors and assigns.