

## DISCLAIMERS AND LIMITATION OF LIABILITY

(to be read along with the Terms of Use published on the website)

- (a) You expressly understand that FnO India, through the Trading Platform, merely facilitates transactions of buying and selling securities between users like You and other persons trading in the market. Accordingly, the agreement between You and the other person trading in the market in respect of the securities is bilateral and governed by the terms agreed between You and such other person(s) trading in the market.
- (b) You expressly understand and agree that FnO, its affiliates and subsidiaries, and their respective officers, directors, agents, co-branders or other partners, and employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of property, profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from:
- Transacting or communicating on or off the Trading Platform with third persons, including without limitation in respect of securities;
  - Any disruptions or suspensions
  - Any action taken by stock exchange pertaining to trade and delivery
  - the use or the inability to use the Platforms;
  - unauthorized access to or alteration of your transmissions or data;
  - statements or conduct of any third party on the Platforms;
  - any other matter relating to the Platforms.
- (c) Subject to applicable law, your sole and exclusive remedy for any dispute regarding the Platforms, with us or any of the other users of the Platforms shall be termination of your relationship with us. In no event shall We be liable to You in any form or manner, except to the extent as may be specified under applicable laws and regulations. In any event, our entire liability to you whether direct or indirect, will not exceed the brokerage paid or such amount as may be prescribed under applicable law, whichever is lower.
- (d) You agree to purchase securities at your own risk. FnO disclaims any liability arising from the purchase of the securities by you or for any obligations of other users of the Trading Platform to You, any acts or omissions of a third party or user of the Trading Platform with whom you choose to deal with. It will be your sole responsibility to take proper precaution/ professional advice before agreeing to trade in securities. You agree that the FnO will not be responsible or liable for any securities purchased or sold by you from or through the Trading Platform.
- (e) YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORMS IS ENTIRELY AT YOUR OWN RISK AND THE PLATFORM'S SERVICES AND BROKING SERVICES OFFERED BY FNO INDIA ARE OFFERED ON TERMS AND CONDITIONS EXPRESSLY AGREED BY YOU HEREIN, WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER FROM FNO. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

- (f) FnO makes no warranties or representations about the accuracy or completeness of the Platform's content and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platforms, (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption in or cessation of transmission to or from the Platforms, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platforms by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Platforms.
- (g) We are not responsible for and do not endorse or accept any responsibility for the availability, contents, services or use of any third-party site, any platform accessed from a third-party site or any changes or updates to such sites. Any linked sites are only for your convenience and therefore you access them at your own risk. You acknowledge that you bear all risks associated with access to and use of content provided on a third-party site and agree that we are not responsible for any loss or damage you may incur from dealing with such a third-party site.
- (h) You understand that any marketing or promotion or description of any security on the Trading Platform is only representative and that actual terms shall be entered into between you and the third party in your own judgment and at your own risk, in such manner as may be prescribed under applicable law.
- (i) You are aware and acknowledge 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 Trading Platform of FnO India may at any time be unavailable without further notice. FnO India and the exchanges do not make any representation or warranty that the Trading Platform of FnO India will be available to You at all times without any interruption. You agree that You shall not have any claim against the exchange or FnO India on account of any suspension, interruption, non-availability or malfunctioning of the Trading Platform or service of FnO India or the exchange's service or systems for any reason whatsoever.
- (j) You agree that none of the services available on the Trading Platform shall amount to investment advice on the part of FnO India.
- (k) You agree that in the event of FnO India or any employee or official of FnO India, providing any information, recommendation or advice to You, You may act upon the same at Your sole risk and cost and FnO India shall not be liable or responsible for the same.
- (l) FnO India, and its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions undertaken by You.
- (m) You agree that FnO India 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 FnO India or of the exchanges or otherwise or for any other delay beyond the

reasonable control of FnO India due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of FnO India.

- (n) Nothing contained in the Terms of Use shall prejudice the terms and conditions specified in any document provided to You as part of the account opening kit in accordance with the requirements of applicable law.
- (o) The document containing policies and procedures regarding dealing with clients, published on the website, shall be deemed to be incorporated herein by reference.