

## **TERMS & CONDITIONS**

1. Customer hereby expressly confirms and agrees that Kotak Securities limited (“KSL”) will not be held liable or responsible for any restriction or rejection or failure if the services provided to the Customer in accordance with the specifications under the Agreement for the following occurrences:
2. Any act or omission attributable to KSL including any rejection, downtime, malfunction, fraud or negligence at the instance of (i) FinTech Products and Solutions (India) Private Limited and (ii) FinSec AA Solutions Private Limited (“**Account Aggregator**”);
  - a) Account Aggregator’s non-compliance with the ReBIT Specifications or Master Directions or other instructions;
  - b) Delay, non-acceptance, revocation or pausing of consents by Customer or Account Aggregator necessary for the Financial Information to be fetched;
  - c) Caused by any factor or event which is outside the reasonable control of KSL;
  - d) Any act/event/occurrence that has resulted from any action or inaction attributable to KSL and /or its Customer/s (including a distributed denial of service attacks attributable to KSL or the Customer);
  - e) Force Majeure Events;
  - f) Change in Applicable Laws which may have an impact on the provision of Services;
  - g) Scheduled Downtime and Unscheduled Downtime at the Account Aggregator’s end
3. Customer hereby agrees to authorize KSL to fetch its bank account statement for the last 6 months under the Account Aggregator framework which includes fetching, storing and using the bank account statement for segment activation / other purposes related to the trading and demat account with KSL and to furnish the said statement to the Regulator and any third parties for any purpose...
4. The Customer further provides express consent to share its phone no, name & PAN from Customer’s KYC information available with KSL.
5. Customer hereby agrees that KSL shall not be held liable for any loss, consequential or otherwise, that may arise to Customer as a result of the incorrect information/data shared by the Customer / Aggregator or as fetched by the Aggregator from any other platform/Financial Information Provider. Customer further agrees that KSL shall not be held liable for any loss, consequential or otherwise, that may arise due to any rejection, downtime, malfunction at the KSL.
6. KSL will need to fetch/store/use the same for Segment Activation and for other purposes relating to the accounts held with KSL.

7. Customer undertakes and agrees that KSL shall obtain from the Customer or request the Customer, to provide the consent required for accessing the Financial Information for regulatory requirements.
8. Customer agrees that KSL shall have rights to store the data of the Customer as per the regulatory requirements or as per the internal policies of KSL, for regulatory requirements & KSL might have to furnish such data to Regulators during inspections/audits.
9. Customer agrees that KSL shall not be held liable for the information/data of Customer received from third parties. Customer shall not hold KSL responsible or liable for, any actions, claims, demands, and losses damages, costs, charges and expenses etc. in this regard.
10. Customer agrees to indemnify the KSL and keep them safe and harmless always, against any and all proven, actual and direct claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by KSL, its directors, and officers due to the Customer or the Account Aggregator violating any of the Applicable Laws.
11. Customer agrees to indemnify KSL, its directors and officers for any liability arising out of a security breach, fraud, gross negligence, any misuse, unauthorised use or incorrect dissemination of Financial Information or wilful default at the instance of Customer and / or Account Aggregator.
12. Customer agrees and understands that Customer is fully aware of the risks associated in sharing the financial information with KSL and Customer shall be fully liable and responsible for any and all acts done in any manner whatsoever.
13. Customer further agrees and understands the security concerns of the financial information shared with KSL and Customer shall not in any way hold KSL responsible for its unauthorized use.
14. Customer agrees and understands that KSL and/or its agents shall not be liable and/or responsible for any loss or liability caused or incurred directly or indirectly due to any act or omission of the Customer/Aggregator or any lost opportunity, actual or perceived, caused directly or indirectly by government restriction, Exchange or market rulings or regulation, force majeure event, suspension of trading, power failure, computer system failure, communication failure, security failure on the Internet, equipment or software malfunction, hacking, unauthorized access, or any problem, technological or otherwise or any other conditions beyond KSL's control.
15. Customer further agrees and understands that KSL may share Customer's information and data that is retrieved through the Aggregator platform with any third parties, various partners, group entities, vendors, agencies, affiliates, agents, regulators etc., for which the Customer provides express consent to KSL to share its account related information to any

such parties for various Regulatory and other purposes and the Customer shall not hold KSL liable for the same in any manner whatsoever.