

## **Terms and Condition for Facility of voluntary freezing/ blocking the online access of the trading account**

The Terms and Conditions (“**Terms of Use**”) are in relation to Voluntary Freezing/ Blocking of the online access of the Trading Accounts by Clients (“**Facility**”). This Facility can be availed by client at its discretion, and offering the Facility will be at the option of Kotak Securities Limited (“**KSL**”) and shall be done on best effort basis without any obligation/liability. KSL has issued policy in this regard and the same is available on KSL website [www.kotaksecurities.com](http://www.kotaksecurities.com). This policy lays down the process and mode(s) through which the client can place the request to freeze / block and unfreeze / unblock the online access of the trading account along with the timelines that are to be followed.

### **Terms and Conditions:**

#### **1. FREEZING/ BLOCKING SERVICE:**

- a) Once client request (“**Request**”) for voluntary freezing/ blocking the online access of his trading account the said Request shall be processed by KSL on best effort basis. Upon receipt of such Request:-
  - i. Clients pending orders shall be cancelled in system within best possible time.
  - ii. Client’s trading account shall be disallowed for further online trading and client will not be able to login to the trading platforms.
  - iii. Voluntary freezing/ blocking Request shall not affect Clients active Mutual Fund and Equity Systematic Investment Plan (SIP) which shall remain active.
  - iv. There shall be no restrictions on the Risk Management activities of KSL.
  - v. Communication will be sent to Client on their registered mobile number and e-mail ID, stating that the online access to the trading account has been frozen/blocked and all the pending orders in the client’s trading account, if any, have been cancelled along with the process of re-enablement for getting the online access to the trading account.
  - vi. Details of open positions would also be communicated to the client along with contract expiry information within one hour from the freezing/blocking of the trading account.
  - vii. The Client shall be wholly responsible for all his/her decisions made on this Trading Platform.
- b) KSL shall maintain the appropriate records/logs including, but not limited to, request received to freeze/block and/or unfreeze the online access of trading account, confirmation given for freezing/blocking/unfreezing of the online access of the trading account and cancellation of pending orders, if any, sent to the clients.
- c) KSL shall reserves the right to change the method, mode of requesting for freezing / re-enablement at any point of time within as it deems fit and expedient.
- d) The client agrees and confirms that KSL reserves the right to carry out additional due diligence, if any, at the time of re-enablement as may be determined by KSL at its sole discretion.
- e) The client is aware, agrees and confirms that the disablement of the online trading access also curtails the online access to the demat account as well as any online view access to the account. The client is further aware, agrees and confirms that the client will not be able to place any Mutual Fund purchase/redemption order through the online login due to the disablement of the online trading access.

f) The client agrees and instructs KSL to continue the Mutual Fund and Equity Systematic Investment Plan (SIP) orders and shall not hold KSL liable for any losses on account of the same.

g) The client is aware, agrees and confirms that any open positions that are not squared off by the client through the offline mode or where KSL cannot square off such open positions for any reason whatsoever, that such open positions will naturally expire on the expiry date of the respective contract or may devolve into physical delivery. The client agrees and confirms to be liable for any and all losses that may arise due to the same.

## **2. EXCLUSION OF WARRANTIES**

In no event shall KSL be held liable for any damages or claims whatsoever in connection with any inaccuracy, error, failure, omission, delay or otherwise. Nothing in these Terms shall exclude or limit Client's warranty or liability for losses caused or occasioned due to such request or time taken in implementation of such request or for anything done or omitted to be done or done before/during/after any stipulated time and Client shall continue to be liable for the liabilities which arise in the trading /demat account. KSL shall provide its services on best effort basis and does not provide any warranty, express or implied, for the accuracy or completeness of the Trading Platform or the Services, timelines within which this request will be implemented and expressly disclaims any liability for any errors or omissions. The use of the Trading Platform and the Services is at Client's own risk and consequence.

## **3. INDEMNIFICATION**

The Client agrees to indemnify and keep KSL and its affiliates/associates indemnified against all costs, expenses, damages, losses and liabilities incurred or suffered by such party related to the Request or Service provided hereunder or any unauthorized use of the Trading Platform or Service. Client hereby agrees to indemnify and keep KSL indemnified for all acts done in good faith pursuant to clients Request and or for things beyond control of KSL or for any delay or lapses as the case may be.

## **4. LIABILITY**

KSL shall not be liable for any loss or liability to the Client caused by any unauthorized use of the Client's Account or delay in processing request or anything incidental or ancillary thereof. The Client, in this respect, shall indemnify, defend and hold harmless KSL and its affiliates, officers, directors, employees, representatives, shareholders, contractors, Clients and agents etc. against any and all losses, liabilities, claims, damages, demands, costs and expenses arising out of or in connection with any claim, suit, action, or other proceeding brought against the Company to the extent of such losses being based on or arising out of or in connection with such unauthorized or fraudulent use of the Client's Account.

## **5. GRIEVANCE REDRESSAL MECHANISM:**

In case you require any clarification or have any query/concern, kindly write to us at [Service.securities@kotak.com](mailto:Service.securities@kotak.com). For grievances write to [KS.escalation@kotak.com](mailto:KS.escalation@kotak.com) and follow below Grievances Escalation matrix.

I/ Client hereby declares, agrees, understands, acknowledges and confirms the above Terms and Conditions and the Policy displayed on the website of the company, which are applicable when I make Request for voluntary freezing/ blocking the online access of my/his trading account in any form or mode as the case may be including on call/ What's App message, /digitally / physically.