DOS & DON'TS AND TERMS & CONDITIONS

Applicable to client availing the AxisDirect Internet trading facility.

1. INTERNET TRADING FACILITY:

   a. Axis Securities Limited (The Stock Broker) is facilitating the Client by offering a facility of internet/online trading and Client wishes to avail the facility of internet/online trading through or such other related services that Stock Broker may wish to offer immediately or in the near future.

   b. The Stock Broker agrees to provide the Stock Broker's Internet service to the Client, and the Client agrees to avail of the Stock Broker's Internet service, on and subject to this terms and conditions and as supplemented by any additional annexure or procedures as may be mutually agreed from time to time, the Exchange Provisions and the terms and conditions.

   c. The Stock Broker may from time to time provide additional value added features on the Stock Broker's Website as the Stock Broker may deem fit and proper. Any such services provided by the Stock Broker are provided without any liability to the Stock Broker's and may be used by the Client's on their own risk and consequence.

   d. The Stock Broker acknowledges and permits the Client to access the Internet Trading after completing the necessary formalities.

2. SALE AND PURCHASE TRANSACTIONS:

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

   b. The Client is aware that the Stock Broker has provided on the Website a facility for reconfirmation of orders, which are larger than that specified by the Stock Broker's risk management, by the Stock Broker and is also aware that the Stock Broker has the discretion to reject the execution of such orders based on his risk perception.

   c. 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 the Stock Broker's Internet trading system, the Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay due to any link/system failure at the client/stock broker/exchange end or otherwise.

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d. 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 the Stock Broker's Internet trading system.

e. The Stock Broker may set such parameters or checks in the system, which may result in the Stock Broker's Website, or System rejecting the orders of the Client. Such rejection is not/would not be an indication of Client's creditworthiness but is a risk management measure undertaken by the Stock Broker. However the Stock Broker shall not be liable for any direct or indirect loss or damages caused to the Client by such rejection.

f. The sale order for delivery placed by the Client through the Website of the Stock Broker shall be routed through the terminal of the Stock Broker upon the Client making available / delivering to the Stock Broker in advance the dematerialised securities that are to be sold by the Client on the Stock Exchange through the terminal of the Stock Broker.

g. Upon the Stock Broker receiving the securities from the Client, the sale order placed through the Internet by the Client shall be passed through the terminal of the Stock Broker and the said order shall be executed as a trade in accordance with the byelaws, rules and regulations of the stock exchange.

h. In case of a shortfall on account of variation in price at the time of buy order entry and the trade execution, the same shall be debited and recovered from the Client before the securities are transferred to his Securities Account.

i. The Stock Broker/Exchange reserves the right to cancel any order put by the Client through the Stock Broker / without giving any reasons thereof to the Client from time to time. In the event of such cancellation, Stock Broker shall be entitled to cancel relative contract(s) with the Client.

3. **USER NAME AND PASSWORD:**

a. The Client will be entitled to a Username and Password, which will enable him/her to access the Stock Broker's Internet trading system for availing of the internet trading facility.

b. The Client agrees and undertakes to pay such fees, if any, as may be charged by the Stock Broker for using the Internet Trading Facility.

c. The Client is aware that the Stock Broker's Internet trading system itself generates the initial password and that the Stock Broker is not aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Stock Broker.

d. 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 persons whosoever through the Stock Broker's Internet trading system using the Client's Username and/or password whether or not such person was authorized to do so.

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e. The Client shall immediately inform the Stock Broker of any unauthorized use of the Client's Username or Password with full details of such unauthorized use including the date of such unauthorized use, the manner of such unauthorised use, the transaction effected pursuant to such unauthorised use etc.

f. The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his/her Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's Internet trading system and unauthorised routing of orders on behalf of the Client through the system. The Client agrees that he/she shall be fully liable and responsible for any and all unauthorised use and misuse of his/her Password and/or Username and also for any and all acts done by any person through the Stock Broker's Internet trading system on the Client's Username in any manner whatsoever.

g. The Client shall log off from the Stock Broker's Website / Internet trading system at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the service shall borne solely by the Client.

h. The Client shall immediately notify the Stock Broker in writing full details if:

I) he/she discovers or suspects unauthorized access through his Username, Password or account

ii) he/she notices discrepancies that might be attributable to unauthorized access,

iii) he/she forgets his password or

iv) he/she discovers a security flaw on the Website or Stock Broker's Internet trading system.

In any of the above events specified above, the Client shall immediately change his password. However, if the Client is unable to change his password by reason of his having forgotten his password or his password having been unauthorised changed by some other person or for any other reason, then the Client shall immediately request the Stock Broker in writing or by email to discontinue his/her old password; and thereupon the Stock Broker shall cause the Stock Broker's Internet trading system to discontinue the use of the Client's old password and the Stock Broker's Internet trading system shall generate a new password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual that may be suffered by the Client on account of the misuse of the Password.

i. The Client is aware that authentication technologies and strict security measures are required for the Facility through order routed system and undertakes to ensure that the password of the Client and/or his/her authorized representative are not revealed to any third party including employees of Stock Broker and if Client does share his password with anybody Client would so at his own risk and cost.

j. The Client is aware and agrees that the orders, instructions and other communications given or made over / through the Stock Broker's Internet trading system, the Website may be recorded by the Stock Broker. The Client agrees and authorizes such recording, retention, monitoring and use of all orders, instructions and communications given or made by the clients through any means by the Stock Broker, its employees, affiliates and agents. The Client further agrees and acknowledges that such records shall be admissible as evidence and shall be final and binding evidence in respect of the same. The Stock Broker shall be free to store such records for such period as it may deem fit and may overwrite, erase or destroy such records as and when the Stock Broker may deem fit.

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k. The use and storage of any information including, without limitation, the Password, profile, portfolio information, transaction activity, account balances and any other information or orders on the Client's personal computer shall be at the Client's sole risk and the Client is solely responsible for the security of such information.

l. The Client acknowledges and agrees to adhere to the following norms in respect of the Username and Password

I) The Client shall mandatorily change the Password after logging onto the Stock Broker's Internet trading system, or the Stock Broker's Website for the first time.

ii) The Stock Broker's Internet trading system, or the Stock Broker's Website shall not allow the Client to have the changed password same as the previous password or as notified by Stock Broker's from time to time.

iii) The Stock Broker's Internet trading system, or the Stock Broker's Website shall prompt the Client to change the password every 14 (Fourteen) days or at such other frequency as stipulated by applicable SEBI Regulations/Rules/Circulars or Guidelines.

iv) In case the Client enters his password incorrectly continuously for three times, the Client access to the Stock Broker's Internet trading system, or the Stock Broker's Website may get disabled and the Client will be required to contact the Stock Broker for issuance of a fresh password.

v) Norms relating to Customer's Username and the Password management are also subject to changes in the Stock Broker's internal policies.

m. The Client undertakes to ensure that the Client remains the only user of the Username and Password and acknowledges and authorizes the Stock Broker to presume that any and all orders or instructions entered or communicated using such Username and Password are the Client's own orders and / or instructions. The Client shall be fully responsible and liable for and will duly pay / reimburse the Stock Broker on demand, all dues, costs, charges, expenses and damages if any incurred by the Stock Broker as a consequence of the access and / or use of the Client's Account, the Stock Broker's Internet trading system or the Stock Broker's Website by any third party with the Client's details.

n. All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock Broker's Internet trading system via the Client's Username shall be deemed to have been given by the Client.

o. 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.

4. DISCLAIMERS:

a. The Client acknowledges and declares that the Client has for his/its own convenience and after being duly aware and having assessed all ancillary risks involved, requested and authorized the Stock Broker to rely upon and act on such instructions. The Client further declares and confirms that he/it is fully aware of and understands the risks associated with availing of Services for routing orders over the Stock Broker's Website/System, e-mail or facsimile transmissions including the risk of misuse and unauthorised use of his/its Client ID and/or Username and the Password by a third party and the risk of a person hacking into the Client's Account on the Stock Broker's Website/System.

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The Client agrees that he/it shall be fully liable and responsible for any and all unauthorised use and misuse of his/its Username/Client user identification number and the password and also for any and all acts done by any person through the Stock Broker's Internet trading system on the customer's user identification number in any manner whatsoever. The Client is aware that the Stock Broker is agreeable to offer the Facility of transmitting the orders and instructions over the Stock Broker's Website/System only if the Stock Broker is not required to bear and only if the Client agrees to bear, the risk responsibility and liability of such misuse or unauthorised use;

b. The Client acknowledges that trading over internet may be susceptible to internet-related problems like unauthorized usage and hacking and it is solely the Client's responsibility to keep his/its virtual identity confidential;

c. The Client is aware that he/it has the option of not availing such Facility/Service. However being fully aware of all risks, the Client desires the convenience of such Facility of transmitting orders and instructions over the Stock Broker's Website/System or facsimile and has therefore opted for such Facility of his/its own free choice and is willing and agreeable to bear all associated risks, responsibility and liability;

d. The Client specifically acknowledges and confirms that :

I) sending information by e-mail is not a secure means of sending information and can be intercepted and tampered with;

ii) the Client is aware of the nature of, internet / intranet services. E-mail transmissions may not be received properly and may be read or be known to any unauthorized persons; and

iii) any request to the Stock Broker to accept and act on email instructions is for the Client's convenience and benefits only.

In all such events the Client agrees to assume and bear all the risks involved in respect of such errors and misunderstandings and the Stock Broker shall not be held liable or responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, costs or expense and liability there from, in any manner whatsoever.

5. **DISCONTINUATION OF SERVICE**

a. The Client understands and agrees that the Stock Broker may discontinue the Internet Trading Facility in part or in its entirely and change the terms of this Facility at any time and from time to time, without prior notice.

b. The termination of this facility shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

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