

TERMS AND CONDITIONS

This page contains important information regarding the terms and conditions which apply to your trading and demat account with Istaa Finserv Pvt. Ltd. (hereinafter referred to as ISTAA). ISTAA is a Trading Member of NSE and BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No. INZ000220334 for Cash/Derivatives segments of NSE & BSE. Istaa Finserv Pvt. Ltd. is also a Depository Participant using CDSL as the Depository having SEBI Registration no.: IN-DP-355-2018. Access to your account and the usage of your account is subject to your compliance with all the terms and conditions set forth herein, read along with all documents, including but not limited to; applications forms and undertakings, signed by you during account opening. Please read this page carefully and retain it for future reference.

Please note that the information contained herein is subject to change without notice.

General Terms and Conditions

Before availing of trading services, the Client shall complete the registration process as may be prescribed from time to time. The Client shall follow the instruction given in the website for registering himself as a client.

The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the web site of ISTAA. The Client will not hold nor seek to hold ISTAA or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost of damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the web site, literature, brochure issued by ISTAA or any other agency appointed/authorised by ISTAA. The Client should seek independent professional advice regarding the suitability of any investment decisions. The Client also acknowledges that employees of ISTAA are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from ISTAA or any of its employees.

Online Payment by Client

Istaa has availed services of payment gateways, banks and other approved service providers for receiving funds from its registered clients through online payment. The link for making such online payment is available in client's own back office login, mobile trading application as well as on the company website www.istaafinserv.com

The client making payment to ISTAA through any of such service provider agrees to the following terms and conditions:

- The client is making payment from his/her/its own bank account which is preregistered with ISTAA as part of his/her/its KYC.
- The client is making payment out of his/her/its own funds.
- The client is aware of the provisions of Prevention of Money Laundering Act and declares that he/she/it is not violating any provisions while making such online payment.

Security Precaution & Password

ISTAA will provide the client with a username and a trading password which will enable him to avail of the facilities of Online Trading through the ISTAA website, over the telephone or in any such other manner as may be permitted by ISTAA for availing of the services. ISTAA may also provide the client with the username and password for accessing its back-office for various reports, etc. All terms regarding the use, reset and modification of such password shall be governed by information on the website

Our trading terminal system have a stringent Two-Factor authentication (2FA) secure system for every client to enter into their login ID using their Client ID and Password, along with a 6 digit PIN OR Authentication via apps such as Google Authenticator set by the Client himself/herself. This 2FA mechanism is set in place as per SEBI & Exchange guidelines with respect to Internet Based Trading Rules.

Any Password can be reset by you at any point of time, by selecting the 'Forgot Password' link under the login area. As soon as you select the 'Forgot Password' link, a reset link is sent to your registered email ID, where the same process of setting a unique password is followed.

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 person whosoever through ISTAA's Online Trading System using the Client's Username and/or Password whether or not such person was authorized to do so.

The Client acknowledges that he is fully aware of and understands the risks associated with availing of online trading services through internet including the risk of misuse and unauthorized use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on ISTAA's Online Trading System and unauthorized routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his Password and/or Username and also for any and all acts done by any person through ISTAA's Online Trading System on the Client's Username in any manner whatsoever.

Without prejudice to the provisions mentioned herein above, the Client shall immediately notify ISTAA in writing with full details if: he discovers or suspects unauthorized access through his Username, Password or Account, he notices discrepancies that might be attributable to unauthorized access, he forgets his password or he discovers a security flaw in ISTAA's Online Trading System.

Maintenance of trading account

Money pay-in to ISTAA - The Client agrees that all payments due to ISTAA will be made within the specified time and in the event of any delay, ISTAA may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to ISTAA shall be from the account of the client and shall not to be from any third party.

Money payout to ISTAA - Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes ISTAA to release all payments due to him from the trading account maintain with ISTAA, against specific request in this behalf.

Securities pay-in to ISTAA - All delivery to be effected to ISTAA for a trade, must be made within 24 hours from the execution of the sale order or one day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of a default in completing the delivery on the exchange by ISTAA as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/ penalty charges, if any incurred as a result of non-delivery of securities on the settlement date on the exchange. No third party shares will be sold through ISTAA or third party payment should be made to ISTAA and client will be solely responsible for any violation. If the client has sold any securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.

Securities pay-out by ISTAA - ISTAA may directly credit the demat account of the client with the depository participant or maintain the securities account with ISTAA on a running account basis.

Provided that if the order placed by the client through the website or otherwise is for securities which are in the no-delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of

trades, as per the schedule of the Exchange. However, if any sum due from the client, ISTAA may withhold the credit of securities to the demat account of the client. However, the client authorizes ISTAA to withhold the securities to meet liabilities of client to ISTAA under this agreement.

ISTAA is entitled to consider any sum or money or security lying to the credit of the client as margin received.

Orders

All orders for purchase, sale or other dealings in securities and other instructions routed through the ISTAA's Online Trading System via the Client's Username shall be deemed to have been given by the Client.

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

The client agrees to provide information relating to customer user identification number, and such other information as may be required while placing orders on the telephone to determine the identity of the client.

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.

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 ISTAA's Online Trading System, ISTAA shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

The client agrees ISTAA may impose scripwise surveillance or such other conditions as to scripwise limits, etc. The client also understands that ISTAA may impose various surveillances which may differ from client to client on the basis of the ISTAA's risk perception and other factors considered relevant by ISTAA.

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 ISTAA's Online Trading System.

Trading, Settlement & Accounts

The client agrees that all orders placed through the website or trading terminal or mobile application shall be forwarded by the system to the Exchange. All orders placed otherwise than through the website shall be forwarded by the system to Exchange terminals or any other order execution mechanism at the discretion of ISTAA. In the event that the order is placed during the trading hours, it shall be routed to and executed on the market system.

Online confirmation will be sent to the client by electronic mail or SMS after the execution of the order, trade and this shall be deemed to be valid delivery thereof by ISTAA. It shall be the responsibility of the client to review immediately upon receipt, whether delivered to him by electronic mail or any other electronic means all confirmations of order,

transactions, or cancellations. It shall be the responsibility of the client to follow up with ISTAA for all such confirmations that are not received by him within a stipulated time.

Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to ISTAA's notice in writing by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to ISTAA in writing via electronic mail or fax within twenty four hours from the time of receipt of the first notice. In all cases, ISTAA shall have a right to accept or reject the client's objection.

The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from ISTAA is received by the client. However, due to technical other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until ISTAA has so confirmed in writing.

The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to ISTAA's notice in writing by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to ISTAA in writing via electronic mail or fax within twenty four hours from the time of receipt of the first notice. In all cases, ISTAA shall have a right to accept or reject the client's objection.

The pending orders shall be governed as per the exchange systems, after the market is closed for the day.

There may be a delay in ISTAA receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which ISTAA has entered into contracts or transactions on behalf of the clients. Accordingly ISTAA may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold ISTAA responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any exchange.

ISTAA shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, within 24 hours of the execution of the trade. Such a contract note, if issued in physical form shall be dispatched by ISTAA by courier, at the address mentioned in this agreement or at any other address expressly informed to ISTAA by the client. The client agrees that ISTAA to issue the contract note in digital form which shall be sent by way of electronic mail to the address provided by the client. ISTAA shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to ISTAA in writing. Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account

Online Account Opening

Online account opening using AADHAAR is currently available only for residents of India opening accounts for an individual (HUFs, corporate bodies, NRIs, etc., not eligible).

When opening an account online using AADHAAR, data will be fetched from the KYC database and cannot be edited.

Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.

Representations & Warranties

The Client hereby warrants that he is capable of executing the present agreement and that the terms of the present are not in contravention of any rights of any party with whom such client has any agreements, at any time prior to the execution of this agreement.

He agrees to provide and continue to provide all details about themselves as may be required by ISTAA, including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) , and states all details and facts represented to ISTAA are true.

The Client is aware and acknowledges 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 Online Trading Service of ISTAA may at any time be unavailable without further notice. ISTAA and the Exchange do not make any representation or warranty that the Online Trading Service of ISTAA will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or ISTAA on account of any suspension, interruption, non-availability or malfunctioning of the Online Trading System or Service of ISTAA or the Exchange's service or systems for any reason whatsoever.

ISTAA states that it has complied with and will continuously comply and if not propose to comply with all statutory and regulatory directions to offer the Internet Trading services through the website ISTAAsec.in and for dealing in cash and derivatives segment of the exchange.

The Client warrants that all or any of the securities deposited by him with ISTAA in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances.

The Client/s agree to indemnify and hold ISTAA harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of user ID and password by the Client/s.

The Client hereby confirms and warrants that the Client authorises ISTAA to take all such steps on the Client's behalf as may be required for provisions or to complete or settle any transactions entered into through or with ISTAA or executed by ISTAA on behalf of the Client. However, nothing herein shall oblige ISTAA to take such steps.

Fees & Brokerage

The Client agrees to pay ISTAA any brokerage, commission, fees, service tax and other taxes and transaction charges as agreed upon and due from time to time, as applied to such Client's account, transactions, and trading ledger by ISTAA, for the services that the Client receives from ISTAA.

All fees, brokerage, and charges on ISTAA's platform are subject to change from time to time, subject to complying with rules prescribed by the Exchanges and SEBI, at ISTAA's discretion, with due notification to the Client. Each time there is any change with respect to fees, charges, and brokerage, ISTAA would notify all Clients by an email and/or SMS to their registered email ID and contact number with all details, along with the date of such changes being effective.

Investment or any other advice

The Client agrees that none of the services available on the website shall amount to investment advice on the part of ISTAA.

Istaa Finserv Private Limited

(Formerly known as Yogen Babu Securities Private Limited)
CIN: U66120MH2000PTC124971



The Client agrees that in the event of ISTAA or any employee or official of ISTAA, providing any information, recommendation or advice to the client, the client may act upon the same at the sole risk and cost of the client, and ISTAA shall not be liable or responsible for the same

ISTAA, and its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

Miscellaneous

ISTAA does not warrant that the service will be uninterrupted or error-free. The service is provided in an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The client agrees that ISTAA 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 ISTAA or of the Exchanges or otherwise or for any other delay beyond the reasonable control of ISTAA due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of ISTAA.

All modification to this Agreement shall be made solely at the discretion of ISTAA and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the website or in any other manner.