Terms and Conditions

Equity

Proficient Equities Pvt. Ltd.(PEPL) maintains & owns, www.proficientgroup.in (hereinafter referred to as the "Website") and has the license to use or otherwise has the right to use, free of any pending or threatened liens, all content, graphics, HTML and CGI or other scripts displayed and used on the Website.

THE USE OF THE WEBSITE BY THE CUSTOMER SHALL MEAN THAT HE/SHE AGREES WITH THE FOLLOWING TERMS OF USE.

- 1. PEPL has launched and established an online trading service on the Website (hereinafter referred to as the "Service"). PEPL has exclusive and sole discretion to select the Customers who would be entitled to use access and benefit out of the Service. PEPL also reserves the absolute right and discretion to decide on the criteria for selecting the Customers to participate in the Service offered hereunder.
- The offering of the Service is subject to the requisite permissions, approvals, licenses and any other clearance from the appropriate regulatory authority viz., Securities and Exchange Board of India (SEBI), National Stock Exchange of India Limited (NSE), The Stock Exchange, Mumbai (BSE) and any other relevant authority that may be the regulatory authority of the Service.
- 3. The Service offered by PEPL envisages a Customer opening a Trading account, Demat Account and any other account.
- 4. This Service on the Website does not constitute an offer to sell or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This Service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to provide such information, otherwise the same shall not be considered an information. The distribution of this Service or content in other jurisdictions may be restricted by law and the persons who access the Service should inform themselves about, and observe any such restrictions.
- 5. By accessing and surfing this Website, the Customer agrees to be bound by the foregoing limitations. No information, market analysis, research report, etc. on the Website is to be construed as a representation with respect to shares, securities or other investment regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing the Website.
- 6. This Service is provided on an "As Is" basis. PEPL and its Affiliates disclaim any warranty of any kind, imputed by the laws of any jurisdiction, whether express or implied, as to any matter whatsoever relating to the Service, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non infringement. PEPL and the Service and the Offer are subject to the jurisdiction only in the courts at Kolkata.
- 7. Use of the Service is at any persons, including a Customer's own risk. The data and information provided on the Website is not advice, professional or otherwise, and should not be relied upon as such. Neither the information, nor any opinion contained in this Website constitutes a solicitation or offer by PEPL to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. PEPL or their employees have or may have an outstanding buy or sell position or holding in the securities, options on securities or other related investments of issuers and companies mentioned herein. The investments discussed or recommended in the market analysis, research reports, etc. may not be suitable for all investors. Investors must make their own investment decisions based on their specific investment objectives and financial position and using such independent advisors as they believe necessary. Information herein is believed to be reliable but PEPL does not warrant its completeness or accuracy. The content of the articles and the interpretation of data are solely the personal views of the contributors and do not in any way reflect the views of PEPL. Users are advised to peruse the articles and other data in the Website only as information and to rely on their own judgment when making investment decisions.
- 8. Neither PEPL nor its Affiliates shall be precluded from making any contract or entering into any arrangement or transaction with the companies mentioned herein or with itself in the ordinary course of business or from undertaking any banking, financial or agency services for the companies or for itself or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or debentures or debenture stocks or any other securities whatsoever of the companies or in which the companies may be interested, either with or without a commission, or other remuneration or otherwise, at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the companies or being concerned or interested in any such contract or arrangement or transaction which any other company or person would be entitled to enter into with the companies and they shall not be in anyway liable to account either to the companies or any person visiting or accessing the Website including a Customer of the Service for any profits made by them thereby or in connection therewith a and the PEPL or its owner or Affiliate shall also be allowed to retain for their or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to them.

- 9. PEPL along with its directors, employees, associates or other representatives and its Affiliates along with its directors, employees, associates or other representatives shall not be liable for damages or injury arising out of or in connection with the use of the Website or its non-use including non-availability, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business; under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Website, site-related services, or any products or services and claims of third parties damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of information, whether resulting, in whole or in part, from or relating to any of the services offered or displayed by PEPL on the Website.
- 10. PEPL makes no guarantees or representations as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy, subject matter, quality or timeliness of any electronic content on the Website. PEPL shall not be responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The links being provided to the Customer are only for convenience, and the inclusion of any link does not imply endorsement by PEPL of the site, or its content or the sponsoring organisation. By providing access to other websites, PEPL is not recommending the purchase or sale of the securities issued by it nor is it an endorsement of services provided by its sponsoring organisation.
- 11. The maximum liability of PEPL and its Affiliates to the Customer shall be subject to the amount of fees paid by the Customer for the services that he/she may have availed of through the Website or in pursuance of the Offer or the Service.
- 12. PEPL shall not be liable for any misrepresentation, falsification, and deception or for any lack of availability of services through the Website, even if the same are advertised for on the Website.
- 13. No judgment or warranty or representation is made with respect to the accuracy, timeliness, or suitability of the content of other services or sites to which these screens link, and PEPL shall not be responsible therefore.
- 14. PEPL shall not be liable if the Customer downloads any information or software from this Website. Further, PEPL or its Affiliates shall not be liable if the Customer makes a copy, modifies, uploads, downloads, transmits, (re) publishes it or removes or obscures any intellectual property, including trademarks, copyright or other notices or legends contained in any such information or otherwise distributes any service or content from this Website. PEPL shall not bear the responsibility if the Customer modifies or uses the content or services he/she gets from this Website for any purpose other than those permitted, and in doing so violates the intellectual property including trademarks, copyright and other proprietary rights of PEPL.

Commodity

Proficient Commodities Pvt. Ltd.. (PCPL) maintains <u>www.proficientgroup.in</u> (hereinafter referred to as the "Website") and owns, has the license to use or otherwise has the right to use, free of any pending or threatened liens, all content, graphics, HTML and CGI or other scripts displayed and used on the Website.

THE USE OF THE WEBSITE BY THE CUSTOMER SHALL MEAN THAT HE/SHE AGREES WITH THE FOLLOWING TERMS OF USE.

- PCPL has launched and established an online trading service on the Website (hereinafter referred to as the "Service"). PCPL has exclusive and sole discretion to select the Customers who would be entitled to use, access and benefit out of the Service. PCPL also reserves the absolute right and discretion to decide on the criteria for selecting the Customers to participate in the Service offered hereunder.
- The offering of the Service is subject to the requisite permissions, approvals, licenses and any other clearance from the appropriate regulatory authorities viz. National Commodities Derivatives Exchange of India (NCDEX) and Multi Commodities Exchange of India (MCX) and any other relevant authority that may be the regulatory authority of the Service.
- 3. The Service offered by PCPL envisages a Customer opening a Trading account Account and any other account.
- 4. This Service on the Website does not constitute an offer to sell or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This Service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to provide such information, otherwise the same shall not be considered an information. The distribution of this Service or content in other jurisdictions may be restricted by law and the persons who access the Service should inform themselves about, and observe, any such restrictions.
- 5. By accessing and surfing this Website, the Customer agrees to be bound by the foregoing limitations.No information, market analysis, research report, etc. on the Website is to be construed as a representation with respect to the commodities or other investment regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing the Website.
- 6. This Service is provided on an "As Is" basis. PCPL and its Affiliates disclaim any warranty of any kind, imputed by the laws of any jurisdiction, whether express or implied, as to any matter whatsoever relating to the Service, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non infringement. PCPL and the Service and the Offer are subject to the jurisdiction only of the courts at Kolkata.
- 7. Use of the Service is at any persons, including a Customer's own risk. The data and information provided on the Website is not advice, professional or otherwise, and should not be relied upon as such. Neither the information, nor any opinion contained in this Website constitutes a solicitation or offer by PCPL to buy or sell any of the commodities, futures, options or provide any investment advice or service. PCPL or their employees have or may have an outstanding buy or sell position or holding in the commodities , options on commodities or other related investments of issuers and companies mentioned herein. The investments discussed or recommended in the market analysis, research reports, etc. may not be suitable for all investors. Investors must make their own investment decisions based on their specific investment objectives and financial position and using such independent advisors as they believe necessary. Information herein is believed to be reliable but PCPL does not warrant its completeness or accuracy. The content of the articles and the interpretation of data are solely the personal views of the contributors and do not in any way reflect the views of PCPL. Users are advised to peruse the articles and other data in the Website only as information and to rely on theirown judgment when making investment decisions.
- 8. PCPL along with its directors, employees, associates or other representatives and its Affiliates along with its directors, employees, associates or other representatives shall not be liable for damages or injury arising out of or in connection with the use of the Website or its non-use including non-availability, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business; under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Website, site-related services, or any products or services and claims of third parties damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information, whether resulting, in whole or in part, from or relating to any of the services offered or displayed by PCPL on the Website.
- 9. PCPL makes no guarantees or representations as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy, subject matter, quality or timeliness of any electronic content on the Website. PCPL shall not be responsible for

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- 10. PCPL shall not be liable for any misrepresentation, falsification, and deception or for any lack of availability of services through the Website, even if the same are advertised for on the Website.
- 11. No judgment or warranty or representation is made with respect to the accuracy, timeliness, or suitability of the content of other services or sites to which these screens link, and PCPL shall not be responsible therefore.
- 12. PCPL shall not be liable if the Customer downloads any information or software from this Website. Further, PCPL or its Affiliates shall not be liable if the Customer makes a copy, modifies, uploads, downloads, transmits, (re) publishes it or removes or obscures any intellectual property, including trademarks, copyright or other notices or legends contained in any such information or otherwise distributes any service or content from this Website. PCPL shall not bear the responsibility if the Customer modifies or uses the content or services he/she gets from this Website for any purpose other than those permitted, and in doing so violates the intellectual property including trademarks, copyright and other proprietary rights of PCPL.
- 13. The maximum liability of PEPL and its Affiliates to the Customer shall be subject to the amount of fees paid by the Customer for the services that he/she may have availed of through the Website or in pursuance of the Offer or the Service.