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### **Payments through other electronic modes for value added services.**

You agree, understand and confirm that the credit card/debit card/wallets details provided by you towards subscription fees for availing of any of our Product services will be correct and accurate and you shall not use the credit card/debit card which is not lawfully owned by you, i.e. in a transaction, you must use your own card/account. You further agree and undertake to provide the correct and valid credit card details when making payment on our Product.

We do not store any information related to your Credit card/ Debit card or Net banking. In case we do not receive an authorization from the respective bank or the transaction gets interrupted due to any reason, the transaction will be treated as failed and no order will be processed for that transaction.

In this case, if any amount has been deducted from your account, the same will be credited back. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

### **Fraudulent /Declined Transactions**

Our payment partner's (being the Payment Gateways and facilitators and Banks) and our fraud detection team constantly monitor your account in order to avoid fraudulent accounts and transactions. We reserve the right to initiate legal proceedings against such persons for fraudulent use of our Product and any other unlawful acts or omissions in breach of these terms and conditions. In the event of detection of any fraudulent or declined transaction, prior to initiation of legal actions, we reserve the right to immediately delete such user account(s) and dishonor all past and pending orders without any liability. For the purpose of this clause, we shall owe no liability for any refunds.

## You Agree and Confirm

- That you shall use the services provided by us, for lawful purposes only and shall comply with all applicable laws and regulations while using the Product and transacting on the Product.
- You shall provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found to be false (wholly or partly), we have the right and the sole discretion to reject the registration and debar you from using the services of our Product and / or other affiliated products without prior intimation whatsoever.
- That you shall access the services available on this Product and transact at your sole risk and shall use your best and prudent judgment before entering into any transaction through this Product.

## You agree and confirm that you shall not use our Product for any of the following purposes:

- Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- Gaining unauthorized access to other computer systems.
- Using, displaying, mirroring or framing the product/ website, or any individual element within the product/website or services, Astha Trade's name, any Astha Trade trademark, logo , product logo, product trademark or other proprietary information, or the layout and design of any page or form contained on a page, without Astha Trade's express written consent.
- Interfering with any other person's use or enjoyment of the product/website.
- Breaching any applicable laws, rules or regulations.
- Interfering or disrupting networks or web sites connected to the product/website.
- Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the copyright owner.
- Collecting or storing any personally identifiable information from the website / product or services from other users of the website / product or services without their express permission.
- Impersonating or misrepresenting your affiliation with any person or entity.
- Violating any applicable law or regulation.
- Encouraging or enabling any other individual to do any of the foregoing.

## Session Control

Also there is an internal session manager that ensures that even if you are not around your browser for more than 20 minutes it asks for a login once you are back to ensure that no one else can twiddle around in your transactions

## Internet Scanners and Intrusion Detection System

The system maintains a database of attack signatures which is continuously updated and against which it will scan all incoming traffic to detect any malicious activity or hacking attempts into the site. In the event of a possible attack, it will terminate that session, log the attack details and also alert the administrator.

## Cookies and Third Party Advertising

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## Governing Law and Jurisdiction

These Terms shall be construed in accord with the applicable laws of India. The Courts at Bhopal shall have exclusive jurisdiction in any proceedings arising out of these Terms.

In the event of any dispute or difference either in interpretation or otherwise, of any terms of these Terms of Use, the same shall be referred to an independent arbitrator who will be appointed by Astha Credit & Securities Private Limited and such Arbitrator's decision shall be final and binding on you. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended time to time. The arbitration shall be conducted in English language and shall be held in Bhopal.

## Reviews, Feedback, Submissions

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- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many products, we use "cookies," and we obtain certain types of information when your Web browser accesses our product or advertisements and other content served by or on behalf of Astha Credit & Securities Private Limited on other products.



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All customers who register on our site agree, acknowledge and accept as per the terms and conditions and that even if they are registered under NDNC, DND (Do Not Disturb), by accepting the terms, you authorize Astha Trade, to call and assist you and/or SMS/E-Mail the customers by virtue of them having voluntarily registered in [www.asthatrade.com](http://www.asthatrade.com). (Electronic and sms communications) Astha Trade, will not be responsible for any NDNC (National Do Not Call) Registry regulation that will come into play.

## Terms and Conditions for Aadhar Updation

- I hereby authorize Astha Credit & Securities Private Limited (Astha Trade) to use my Aadhaar Number and fetch data from UIDAI for verification and update Aadhaar Number for all my Investment / Trading / demat account with Astha Trade.
- I authorize Astha Trade to link my Aadhaar number to my Trading / demat account, Biometric and/or One Time Pin (OTP) data (and/or any similar authentication mechanism) for Aadhaar based authentication for the purposes of availing of the services from Astha Trade.
- I understand that Astha Trade shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication and defrayal if any.
- I understand that Astha Trade will use Demographic Authentication service provided by UIDAI in authenticating the customer where Astha Trade doesn't take physical copy of the Aadhaar letter.
- I hereby give my consent to Astha Trade for sharing our Aadhaar number mapped to my accounts with government agencies/ Stock Exchanges/ Depositories/ Clearing Corporation/ Registrars & Transfer Agents and with the Holding/Group companies of Astha Trade after authentication.

## Security

We have in place appropriate technical and security measures to prevent unauthorized or unlawful access to or accidental loss of or destruction or damage to your information. When we collect data through our product, we collect your personal details on a secured server. The payment details are entered on the Payment Gateway's or Bank's page on a secured SSL. The data is transferred between Bank and gateways in an encrypted manner.

Astha Credit & Securities Private Limited utilizes various information security measures, secured data transmission and other security techniques to protect your personal data. However, please keep in mind that transmitting information via the internet is never completely secure and thus any information submitted may be intercepted, collected, used or disclosed by others. As per our stringent security

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We are not responsible for the security or confidentiality of communications you send to us through the internet over email messages. – Sunder to confirm on the securities features which are mentioned in the terms and conditions are in place at Astha Credit & Securities Private Limited

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