

## **TERMS OF USE**

You, can access the **FixedIn Platform** (herein after referred to as "**Site/Platform**"), subject to the terms and conditions of use, as changed / updated from time to time entirely at the discretion of **NSE Data & Analytics Ltd (NSE Data)** as set out below ("**Terms of Use**"). This Agreement is for an indefinite term and you understand and agree that you are bound by such terms at all times.

Unless not defined in our Terms of Use, capitalized terms will have the same meaning as ascribed to them in our User Terms of Service.

When we talk about "**we**," "**our**," or "**us**" in this policy, we are referring to the FixedIn Platform and NSE Data & Analytics Ltd (NSE Data) along with its affiliates and group companies.

NSE Data is a wholly owned subsidiary of National Stock Exchange of India Limited (NSE). NSE Data owns and operates the FixedIn Platform wherein the Data is currently available for usage by the Users in accordance with the terms and conditions as mentioned herein. NSE Indices Limited (NSE Indices) is also wholly owned subsidiary of National Stock Exchange of India Limited (NSE). NSE Indices compiles, calculates, maintains and own rights in and to the all indices (Data/Indices) available on the said Platform and has authorized NSE Data to make available the Data to the Users on the terms and conditions stipulated by NSE Data from time to time.

When we talk about the "**Services/Data Services/Data/Indices**" in this Agreement, we are referring to any/all Index/Indices available on the Platform.

When we talk about "**you**," "**your**" "**User**" "**Customer**" we are referring to the users accessing/visiting the Platform and/or viewing the Data on the FixedIn Platform.

1. The Platform is owned, managed and operated by NSE Data.
2. You must be 18 years of age or older to visit or use the Platform in any manner. In the event that you are below 18 yrs. of age, you are visiting the Platform at your own risk and you alone shall be liable for your actions. By visiting this Platform or accepting these Terms of Use, you represent and warrant to us that you are 18 years of age or older, and that you have the right, authority and capacity to use the Platform and agree to and abide by these Terms of Use. You also represent and warrant to us that you will use the Platform in a manner consistent with any and all applicable laws and regulations.
3. By using the Platform, you agree to follow and be bound by all terms and conditions concerning your use of the Platform. Certain areas of the Platform may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Platform, the latter shall have precedence with respect to your use of that area of the Platform.
4. Our Platform may use cookies. By using our Platform and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy.
5. NSE DATA may terminate User's access to the Platform or any part thereof at any time and for any reason without any notice. The provisions regarding disclaimer of warranty, accuracy of information, software, database other system or functionality of the Platform and indemnification shall survive such termination. NSE DATA may monitor User's access to the Platform.
6. NSE DATA may change or discontinue any aspect of the Platform at any time, including, its content or features. NSE DATA reserves the right to change the Terms of Use applicable to use of the Platform. Such changes shall be effective immediately upon notice, which shall be placed on the Platform.
- 7.1 **INTELLECTUAL PROPERTY RIGHTS:** All contents on the Platform are the exclusive property of NSE DATA except the third party content. The software, text, images, graphics, video and audio used on the Platform belong to or are licensed to NSE DATA or its and affiliates. No material from the Platform may be copied, modified,

reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from NSE DATA. All rights not expressly granted herein are reserved. Unauthorised use of the materials appearing on the Platform may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. You are granted a non-exclusive, non-transferable, limited right to access the Platform and avail the Data Services provided on the said Platform.

7.2 The Data and its related trademarks and logos are the sole and exclusive property of NSE Data and/or its affiliates or group companies. The Users shall agree that the Indices, trademarks and logos shall not be used in connection with any product or service by the user in any manner that is likely to cause confusion amongst third Parties or other users, or in any manner that disparages or discredits NSE Data and/or its affiliates or group companies.

8.1 **USAGE OF DATA:** You agree and acknowledge that the Data is available on the Platform for your viewing purpose only. You shall not use the Data for any purpose except as provided herein.

8.2 You shall pay NSE Data the applicable charges (" Fees") as may be notified by NSE Data from time to time with respect to the Data accessed by the User under the said Platform. NSE Data may also mandate the User to execute additional appropriate documents if required for the subscription of the Data.

8.3 You shall not publish, reproduce and/or redistribute the Data or any component thereof in any manner without the prior written consent from us and further agree not to commercially exploit the Data in any manner except upon a prior written consent from us.

8.4 You acknowledge that Data available on the Platform is the intellectual property of NSE Data and its affiliates and you shall not be entitled either by yourself or through any third party to exercise any judgment or require any changes with respect to any Index and/or its method of composing, calculating or determining any Index/Data.

8.5 You shall not by yourself create/issue /introduce/License and/or allow any third party to create/issue/ introduce any Indices/ product linked to the Data available on the Platform without our prior written consent.

8.6 You may not send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of the Platform, or other user's ability to use the Platform.

8.7 You may not conduct any systematic or automated data collection activities (including scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

8.8 You may not use our Platform to transmit or send unsolicited commercial communications.

8.9 You may not use our Platform for any purposes related to marketing without our express written consent.

8.10 User agrees to indemnify and hold NSE DATA and its affiliates, officers and employees, harmless from any claim, demand or damage, including reasonable attorney's fees, asserted by any third party due to or arising out of your use of the Data or conduct on the Platform.

9.1 **DISCLAIMER:** Neither NSE DATA nor its affiliates, directors, managers, officers, employees or agents, guarantee the sequence, accuracy or completeness of the Data. NSE DATA and its affiliates, directors, managers, officers, employees and agents shall not be liable in any way to you or to any other persons, for any delays, inaccuracies, errors in or omissions from the Data, or in the transmission thereof, or any non-performance or interruption of service or for any damages, consequential or otherwise, arising there from or occasioned thereby, except where these results from negligence or willful default or misconduct on his, its or their part.

9.2 Neither NSE DATA nor its affiliates and/or group companies make any warranties, express or implied, with respect to any DATA Service, information, data, software, system, functionality, statements or products made available on the Platform. The information contained in the Platform has been obtained from sources believed to be reliable. The Platform, and all content, materials, information, software and services provided on the Platform, are provided on an "as is" and "as available" basis.

- 9.3 *Neither NSE Data nor any of its affiliates make any warranty, express or implied, as to the results to be obtained by the User from the use of the Index/Indices available on the Platform or any data included therein. Neither NSE Data nor any of its affiliates makes any express or implied warranties, and expressly disclaim all warranties of merchantability or fitness for a particular purpose or use with respect to the Index or any data included on the Platform. Without limiting any of the foregoing, NSE Data and its affiliates expressly disclaim any and all liability for any damages or losses arising out of or related to the Indices/Data including any and all direct, special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages”.*
- 9.4 NSE Data does not warrant that the Platform will operate error-free or that the Platform and its servers are free of computer viruses or other harmful mechanisms. If your use of the Platform or content therein results in the need for servicing or replacing equipment or data, NSE DATA is not responsible for any such costs. Platform and content are provided on an "as is" basis without any warranties of any kind. NSE DATA to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the fitness for particular purpose and non-infringement. NSE DATA makes no warranties about the accuracy, reliability, completeness, or timeliness of the content, Data Services, software, text, graphics, and links.
- 9.5 By using any third party content, User may leave the Platform and be directed to an external website, or to a website maintained by an entity other than NSE DATA. If you decide to visit any such Platform, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or any other destructive elements. NSE DATA makes no warranty or representation regarding, and does not endorse, any linked web Platforms or the information appearing thereon or any of the products or services described thereon. Links do not imply that NSE DATA or the Platform sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked Platform is authorized to use any trademark, trade name, logo or copyright symbol of NSE DATA or any of its affiliates. You hereby expressly acknowledge and agree that the linked Platforms are not under the control of NSE DATA and NSE DATA is not responsible for the contents of any linked Platform or any link contained in a linked Platform, or any changes or updates to such Platforms. NSE DATA is not responsible for webcasting or any other form of transmission received from any linked Platform. NSE DATA is providing these links to you only as a convenience, and the inclusion of any link shall not be construed to imply endorsement by NSE DATA in any manner of the website.
- 9.6 NSE DATA shall not be liable for any damage to User's computer system or loss of data that result from the usage of the Platform or on the Data Services available under the Platform. Under no circumstances will NSE DATA be liable in any way for any content, including, but not limited to, inaccurate, false, incomplete, threatening, defamatory, obscene, offensive, illegal content, infringement of other's rights including intellectual property rights, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted or uploaded. Further, under no circumstances, NSE DATA shall be liable for any unlawful act of the User or its affiliates, relatives, employees, agents including misuse of any data, unfair trade practices, fraud, cyber squatting, hacking and other cyber crimes. In no event shall NSE DATA be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use Platform, or any information provided thereon, or any claim attributable to errors, omissions or other inaccuracies in the Platform.
- 9.7 If the Platform provides links to web Platforms and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Platform, you agree that NSE DATA is not responsible for the availability of, and content provided on, third party web Platforms or content. The User is requested to peruse the policies posted by other web Platforms regarding privacy and other topics before use. NSE DATA is not responsible for third party content accessible through the Platform, including opinions, advice, statements and advertisements, and User shall bear all risks associated with the use of such content. NSE DATA is not responsible for any loss or damage of any sort which User may incur from dealing with any third party.

- 10.1 **PRIVACY POLICY:** The User's right to privacy is of paramount importance to NSE DATA. Any information provided by the User will not be shared with any third party, except in the manner provided under these Terms of Use and for the intended purpose for which such information is provided by the User, in which case User's consent is implied. NSE DATA reserves the right to use the information to provide the User a more personalized online experience.
- 10.2 For availing the services under the Platform, registration by the User is required for which you may provide NSE DATA with personal information, such as your name, address or e-mail id etc to provide the you with login details to access the Data Services available on the Platform. You will receive a password and account designation upon completing the registration on the Platform. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Platform. Each registration is for a single individual user only. To access these services, you will be asked to enter your individual User Name and Password. Therefore, we do not permit any of the following:-
- a. Any other person sharing your User Name and Password.
  - b. Any part of the Platform being cached in proxy servers and accessed by individuals who have not registered with Platform as users.
  - c. Access through a single User Name and Password being made available to multiple users on a network.
- 10.3 If we reasonably believe that a User Name and Password are being used / misused in any manner as clarified above, we reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address.
- 10.4 You specifically agree that NSE DATA shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received through the Platform.
- 10.5 The User hereby specifically agrees to comply with the requirements of the Information Technology Act, 2000 as also rules, regulations, guidelines, bye laws and notifications made thereunder, while on the Platform. The user also undertakes that the content provided by him/her is not defamatory, obscene, threatening, abusive or hateful. The User shall alone be responsible for all his acts, deeds and things and that he alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.
- 10.6 NSE DATA may, if you so choose send direct mailers to you at the address given by you. You have the option to 'opt-out' of this direct mailer by way of links provided at the bottom of each mailer. NSE DATA respects your privacy and in the event that you choose to not receive such mailers, NSE DATA will take all steps to remove you from the list.
- 10.7 NSE DATA recognizes the receipt, transmission or distribution of spam emails (unsolicited bulk emails) as a major concern and has taken reasonable measures to minimize the transmission and effect of spam emails in its computing environment. All emails received by NSE DATA, are subject to spam check. Any email identified as spam will be rejected with sufficient information to the Sender for taking necessary action. With this measure, along with other technical spam reduction measures, NSE DATA hopes to minimize the effect of spam emails. NSE DATA reserves the right to reject and/or report any suspicious spam emails, to the authorities concerned, for necessary action, from time to time
- 10.8 NSE DATA reserves the right to disclosure any personal information about you and your use of the Platform including its contents, without your prior permission if NSE DATA has a good faith belief that such action is necessary to :
- conform to legal requirements or comply with legal process;
  - protect and defend the rights or property of NSE DATA or its affiliated companies;
  - enforce the Terms of Use mentioned herein; or

**11 SPECIFIC PROHIBITED USES:** The Platform may be used only for lawful purposes by individuals for personal, non-commercial use only. NSE DATA specifically prohibits any other use of the Platform, and all Users agree not to do any of the following:

- 11.1 Post or submit to the Platform any incomplete, false or inaccurate biographical information or information which is not your own;
- 11.2 Send unsolicited mail or e-mail, making unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the Platform;
- 11.3 Delete or revise any material posted by any other person or entity;
- 11.4 Take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure;
- 11.5 Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Platform;
- 11.6 Aggregate, copy or duplicate in any manner any of the content or information available from the Platform; or
- 11.7 The Users agree not to use / insert any of the User's URL, weblink, e mail address and website while accessing any material on the Platform.

On non-conformance by users of any of the aforesaid terms, NSE DATA may in its sole discretion, restrict or terminate the offending User's ability to access the Platform and determine whether to take any other actions whether to remove or request the removal of the User's content. NSE DATA shall have no liability or responsibility whatsoever to Users for performance or nonperformance of such activities.

- 12 NSE DATA reserves the right in its sole discretion to investigate and take legal action against anyone who engages in any illegal or prohibited conduct or otherwise violates these Terms of Use, including without limitation, removing the User content from the Platform and/or terminating the offending User's ability to access the Platform and/or use services therein. NSE DATA may take any other action with respect to User content or User actions that it deems necessary or appropriate in its sole discretion if it believes it may create liability for NSE DATA or may cause NSE DATA to lose (in whole or in part) the services of its ISPs or other suppliers.
- 13 No failure or delay by NSE DATA in exercising any right, power or privilege under the Terms of Use will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under the Terms of Use.
- 14 The Platform is controlled, operated and administered by NSE DATA from its offices within India. NSE DATA makes no representation that Materials on this Platform are appropriate or available for use at any other location(s) outside India. Any access to this Platform from territories where their contents are illegal is prohibited. You may not use the Platform or export the materials in violation of any applicable export laws and regulations. If you access this Platform from a location outside India, you are responsible for compliance with all local laws.
- 15 The Terms of Use shall be governed by the Laws of India. The Courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under the Terms of Use.