

Terms and Conditions for Use of Dexif Security Broking Pvt Ltd

Dexif Security Broking Pvt Ltd (hereinafter referred to as “Dexif”, “We”, “Our”, “Us”) operates the website www.dexifbroking.com and www.bondbay.in (the "Platform"). Dexif is a company registered under the Companies Act, 2013 (CIN: U66120DL2024PTC425140) having SEBI Stock Broker Registration No. : INZ000320338 and BSE Member Code: 6901, with its Corporate office at 19A 104 WEWORK Berger Tower, Sector 16B, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh, India, 201301, India. By accessing and using the Platform, you agree to comply with the following terms and conditions (the “**Terms**”). Please read them carefully before using the Platform.

These Terms constitute a legal agreement between you and Dexif, and govern your use of our services. Your use of our Platform, along with its related services, tools, and features, is subject to the terms and conditions outlined in these Terms. By accessing or using the Platform, you are deemed to have accepted and agreed to abide by these Terms. If you do not accept or agree to these terms, including any policies or rules displayed on the Platform, you must refrain from using the Website/platform and avoid clicking the "Accept" button.

As long as you adhere to these Terms, we provide you with a personal, non-exclusive, non-transferable, and limited right to access and use the Website. If you disagree with these terms, your sole option is to discontinue use of the Website. Your compliance with these terms is a prerequisite for continued access to the Website, and any violation of these User Terms will automatically and immediately revoke your access rights without prior notice or further action.

1) Acceptance of Terms

These Terms govern your use of the Platform and the services provided therein. By accessing, browsing, or using the Platform, you acknowledge and agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using the Platform.

2) Definitions

1. "**Applicable Laws**" refers to the laws, regulations, and rules applicable to the Platform under the jurisdiction of India.
2. "**Platform**" refers to the website and associated services offered by Dexif Security Broking Pvt Ltd., including its services offered on/through www.bondbay.in
3. "**Services**" refers to the services offered through the Platform, including but not limited to securities broking, market analysis, financial product recommendations, and other financial services.
4. "**User**" refers to any individual or entity that accesses, uses, or interacts with the Platform.
5. "**Transaction Services**" refers to any service that enables the user to execute or facilitate trades in securities or other financial products via the Platform.
6. "**Intellectual Property**" refers to all intellectual property rights related to the Platform, including trademarks, copyrights, patents, logos, designs, and content.

3) Eligibility

To use the Platform, you must:

- 1) Be at least 18 years old (in case of individuals) and legally capable of entering into a binding contract under Indian law.
- 2) Have a valid Indian bank account
- 3) Have your KYC documents or other requirements as mentioned by SEBI or any other regulatory body from time to time.
- 4) Have valid authorization for accessing the Platform on behalf of an individual or an entity / non-individual.
- 5) Comply with all applicable laws, regulations, and guidelines set forth by regulatory authorities such as the Securities and Exchange Board of India (SEBI), Reserve Bank of India (RBI), Stock Exchanges, Clearing Corporations, and any other relevant authorities.

4) Registration and User Representation

- 1) To use the Platform, you must create necessary accounts based on your user type with accurate, up-to-date information. You agree to:
 - a) Provide accurate Know Your Customer (KYC) information and complete the registration process for yourself and end clients, including their KYC.
 - b) Accept the Terms as detailed herein.
 - c) Update your information promptly in case of any changes.
 - d) Maintain the confidentiality of your login credentials. This shall not be shared, transferred, or accessed by third parties.
 - e) Notify us immediately in case of any unauthorized use of your account.
 - f) Users are solely responsible for safeguarding login credentials and all activities under their accounts.
- 2) We reserve the right to suspend or terminate your account if you provide false or misleading information and in compliance with the applicable laws and any amendment thereto. Access may be revoked or accounts suspended for policy violations. The Company may withdraw or temporarily suspend any of the services without notice and without any obligation to provide the reason for the same at any time

5) User Responsibilities

1. You agree not to use the Platform for any illegal or unauthorized purpose, including but not limited to conducting fraudulent activities, spreading malware, or infringing intellectual property rights.
2. You must not
 - a. use any automated tools to extract or manipulate content from the Platform without prior permission.
 - b. Engage in fraud or any illegal activities related to bond transactions.
 - c. Use the Platform to transmit harmful or malicious software.

- d. Violate any applicable laws, including but not limited to the **Securities Contracts (Regulation) Act, 1956**, all applicable **SEBI regulations**, and the **Prevention of Money Laundering Act 2002**.
3. You are responsible for all activity occurring through your account, including actions taken by others who may use your account.

6) Third-Party Data and Services

1. The Platform may include information, services, or links to third-party websites or vendors. Dexif does not control or endorse these third-party services and is not responsible for their content, accuracy, or availability.
2. Dexif is not liable for any damage, loss, or issues resulting from your interaction with third-party services, including financial transactions, advice, or products.

7) Intellectual Property

1. All content, including text, images, logos, graphics, and software used on the Platform, is the property of Dexif or its licensors and is protected by intellectual property laws. You may not use, reproduce, or distribute this content for commercial purposes without prior written consent from Dexif.
2. Trademarks, logos, and service marks displayed on the Platform are owned by Dexif or third parties. You may not use these marks without proper authorization.

8) Use of Transaction Services

1. Before engaging in any transaction on the Platform, you should review the terms and conditions of the financial products or services you are transacting in. Dexif is not responsible for any investment decisions or transactions made by you.
2. Transactions conducted through the Platform which are facilitated by third-party service providers for their execution or settlement are not assured or guaranteed by Dexif for their services. Dexif is not responsible for the execution or settlement of these transactions. Any third party service provider's downtime, failure or deficiency shall not be Dexif's responsibility.
3. Dexif does not offer investment advice. All decisions made by you should be based on your independent research or advice from a licensed financial advisor.

9) Beta Services

From time to time, Dexif may offer certain services in a beta or trial phase. These services may contain bugs or errors, and Dexif does not provide support or warranties for their use. By choosing to use such beta services, you accept the associated risks related to transaction execution, settlement and data protection.

10) Privacy and Data Protection

Your use of the Platform is governed by Dexif's [Privacy Policy](#), which outlines how your personal and financial information is collected, used, and protected. You agree to the collection and use of your data as described in the Privacy Policy.

11) Termination and Suspension of Account

We may suspend or terminate your access to the Platform at our discretion, including if:

1. You violate any of these Terms.
2. We believe that Your continued access poses a risk to the Platform's security or integrity.
3. We believe that You intend to use the Platform for malicious or illicit activities or activities which are targeted at tarnishing Dexif's brand name, image or vision.
4. We believe that You do not hold necessary qualifications or eligibility to transact on the Platform, including by virtue of internal policies regarding customer acceptance and usage of Platform.

Upon termination, your access to certain features may be revoked, but any outstanding obligations (such as pending transactions or fees) will remain in effect. Such termination may be done by Dexif, without giving a notice.

12) Modifications to Terms

Dexif reserves the right to update or modify these Terms at any time. Any changes will be posted on this page, and you are responsible for reviewing them regularly. Continued use of the Platform after such modifications constitutes your acceptance of the updated Terms.

13) Entire Agreement

These Terms, together with the Privacy Policy and any other legal notices or agreements published by Dexif on the Platform, constitute the entire agreement between you and Dexif with respect to the use or access of the Platform.

14) Explicit Prohibitions

You may not:

1. Post or transmit unlawful, harmful, defamatory, or offensive content.
2. Use automated tools to scrape or extract data from the Platform, directly or indirectly, including through use of any bots.
3. Engage in activities that could harm the Platform, including uploading viruses or other malicious content.
4. Use the Platform as medium or mode for any unlawful activities, including the ones prohibited under applicable laws such as money laundering, terrorist financing, hacking, scam/phishing, etc.
5. Represent Yourself as a person associated with or connected with Platform in any capacity to cheat, defraud or scam any third party, including misrepresentation of facts about the Platform.

15) Transactions and Fees

- 1) Transaction Execution: All bond transactions executed on the Platform are subject to availability and market conditions. We do not guarantee execution of any transaction at a particular price or time.
- 2) Fees: Dexif may charge fees (or termed as any such other name(s)) for certain services, including transaction fees, platform fees and other similar nature charges.

The specific fees applicable will be disclosed to you before executing any transaction. Fees may be updated from time to time, and you will be notified of such changes.

- 3) **Payment Methods:** Payments for bond transactions must be made through authorized channels such as bank transfers or other payment systems approved by Dexif.

16) Contact Information

If you have any questions or concerns about these Terms or the services provided by Dexif Security Broking Pvt Ltd, please contact us at:

Dexif Security Broking Pvt Ltd
19A/104 WEWORK Berger Tower, Sector 16B NOIDA, Gautam Buddha Nagar, Noida,
Uttar Pradesh, India, 201301
Email: compliance@dexifbroking.com
Phone: 01204549507

17) Indemnification

You agree to defend, indemnify **Dexif Security Broking Pvt Ltd** (including our affiliates, officers, directors, agents, and employees) from and against all claims, causes of action, demands, recoveries, losses, damages, fines, penalties, liabilities, or other costs or expenses of any kind or nature (including without limitation reasonable legal and other fees and costs), incurred or suffered by us or likely to incur or suffer, in relation to any and/or all claims, actions, or demands arising from or related to your use of the Platform or related to your breach/alleged breach of these Terms of Use, Privacy Policy, violation of any law, or the rights of a third party.

You shall not sue or otherwise make or present any demand or claim, and irrevocably, unconditionally, and entirely release, waive, and forever discharge **Dexif Security Broking Pvt Ltd**, its officers, directors, employees, agents, licensees, affiliates, successors, and assigns, jointly and individually (hereinafter "Release"), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs, and expenses (including court costs and reasonable attorney fees) ("Losses"), whatsoever, in law or equity, whether known or unknown, which you ever had, now have, or in the future may have against the Release with respect to the Services.

18) Limitation of Liability

To the maximum extent permitted by law, **Dexif Security Broking Pvt Ltd**, its affiliates, and their respective officers, owners, directors, employees and agents, licensors, licensees, consultants, or contractors be liable to you or any third party for any special, incidental, indirect, consequential, or punitive damages or losses whatsoever, or damages for loss of data or profits, goodwill, and/or other intangible loss, whether foreseeable, resulting from:

1. The use of or the inability to use the Platform;
2. Errors, defects, omissions, delays in operation or transmission, or any other failure of performance of this Platform or any of the services availed;
3. Unauthorized access to or alteration of your transmissions or data;
4. Statements or conduct of any third party on the Platform;

5. Inaccuracies, incompleteness, errors appearing in the information, documents and materials shared on this Platform;
6. Any other matter incidental to the Platform.

Our liability in relation to any transaction on the Platform is limited to the amount paid for the transaction, excluding any indirect losses or damages.

Dexif provides its services on a best-effort basis and cannot be held responsible for the situations including but not limited to following:

1. Interruptions or errors in server operations related to stock exchanges/Clearing Corporations such as NSE/BSE/ICCL/NSCCL etc.
2. Website downtimes or service disruptions caused by server issues from third-party providers like Amazon AWS/Cloud etc.
3. Users not receiving OTPs or emails necessary to log in to the Dexif platform.
4. Failures in payment gateways managed by exchanges or their designated clearing corporations.
5. Losses or damages that are not directly caused by Dexif's negligence or actions.
6. Events beyond human control, such as natural disasters, wars, or acts of violence.
7. Inability to complete investments due to server outages or technical issues with exchanges or clearing corporations.
8. Failures in telecom systems, power outages, or other environmental factors affecting operations.
9. Any non-repayment or other failures by an NBFC to meet its financial obligations, regardless of the reason.
10. Errors, negligence, fraud, or misuse by exchanges, RTAs, service providers, employees, agents, or any third parties.
11. Mistakes in transferring incorrect securities caused by the clearing corporations.
12. Any indirect, incidental, or special damages, including loss of profits or opportunities.
13. Amendment in the existing laws/ introduction of a new law impacting the services, platform, rates of taxes, commission, fee, brokerage etc. by whatever name called

If you are discontented with the use of this Platform, or any of the information contained thereon, or refuse to abide by the terms and conditions stipulated; then the sole and exclusive remedy for you is to discontinue the use of this Platform.

Notwithstanding the above, if **Dexif Security Broking Pvt Ltd** is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of the Company shall be restricted to, in the aggregate, any service/commission fees earned by **Dexif Security Broking Pvt Ltd** in connection with the transaction(s)/services in relation to which liability has arisen, if applicable.

19) Additional Terms and Conditions

We reserve the right to make changes to the Platform, related policies, Terms of Use, Disclaimer, and Privacy Policy at any point in time as we may deem fit and proper, without prior notice/ intimation to the User. Your continued use of the Services constitutes acceptance of the changes and an agreement to be bound by these Terms, as amended. If you do not agree to the changes, you may please discontinue your use of the services and ancillary Services. We reserve the right to discontinue or suspend, temporarily or permanently, the access to this Platform, at any point of time without giving notice or reasons for the same.

We are under no obligation to monitor the communication transmitted using this Platform. However, we reserve the right to review information posted/selected/transmitted at our sole discretion.

20) Form of Communication

Documents sent by electronic means (e.g., by electronic e-mail, including any auto replies from the system), an electronic mail attachment, or in the form of an available download option from the Platform shall be deemed to have fulfilled any obligation (legal or otherwise) to deliver such document.

21) Force Majeure

1. Dexif shall not be liable if any transaction does not fructify or may not be completed or for any failure on our part to perform any of our obligations under these Terms or those applicable specifically to our facilities if such performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such a case, its obligations shall be suspended for so long as the Force Majeure event continues.
2. You also acknowledge and agree that We are not responsible for the availability of the Platform, nor are We liable for its performance. You explicitly agree that if You suffer any loss or damage on any products or Offerings on the Platform that You purchase from the Platform or by Force Majeure Event, We will not be liable for any such loss or damage. Further, any cancellations, refunds or redemptions, shall be determined as per the applicable policies.
3. A Force Majeure Event shall mean any event due to any cause is beyond our reasonable control, including without limitation, unavailability of any communication systems, breach or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, earthquakes, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system, computer data, computer network and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corruptive code or program, mechanical or technical errors/failure or power shut down, breach of security and encryption (provided it is beyond our reasonable commercial control), power or electricity failure or unavailability of adequate power or electricity, etc.

22) Severability

If any provision of this Document is found to be invalid or unenforceable, only that specific provision shall be inoperative, while the rest remains in effect. Additionally, any provisions that impose or contemplate continuing obligations shall survive the expiration or termination of the relationship between Dexif Security Broking Pvt Ltd and the User.

In the event any provision or part of this Document is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Document, will be s

23) Standard Disclaimer and Disclosure

Investing in bonds involves risk, including the risk of capital loss. You should carefully consider your investment objectives, risk tolerance, and seek independent advice if necessary. We do not provide personalized investment advice and encourage you to perform your own due diligence before making investment decisions.

"Investments in debt securities, municipal debt securities/ securitised debt instruments are subject to risks including delay and/ or default in payment. Read all the offer related documents carefully".

"Investments in securities market are subject to market risks, read all the related documents carefully before investing"

Dexif Security Broking Pvt Ltd makes every attempt to ensure the accuracy and reliability of the information provided on this Platform. However, the information is provided without warranty of any kind. We do not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on this Platform.

No warranties, promises, and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy, or otherwise of the information provided in this Platform nor to the suitability or otherwise of the information to your circumstances. The information, software, products, and services included in or available through the Platform may include inaccuracies or typographical errors.

We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. We do not guarantee that this Platform is free from computer viruses or anything else that has destructive properties.

You understand and acknowledge that there are inherent risks involved in sending/receiving the instructions/communications/documents to/from you via electronic means (e.g., E-mail, Messages, Fax, etc.), and you hereby agree and confirm that all such risks shall be fully borne by you.

You specifically agree that **Dexif Security Broking Pvt Ltd** 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, or any transactions entered using/through this Platform.

24) Refund and Cancellation Policy

All purchase orders placed by Clients on Platform are settled through the permissible routes or modes, including on the Indian Clearing Corporation Limited (ICCL), which is a Clearing Corporation of the Bombay Stock Exchange, RFQ platform, NSCCL, clearing corporation of NSE, with or without the use of payment gateway and payment aggregators.

Refund Policy:

For any trade, once a Client has transferred the funds to ICCL, NSCCL or to any designated bank account for transaction, and in case Platform is not able to transfer the security to end client through such designated route,, then ICCL, NSCCL, payment gateway, payment aggregator will refund the Client's funds back to the Client as per their stipulated timeline. In

case any Client faces any difficulty in getting their refund, the Client can write to us at - grievance@dexifbroking.com for their grievance with details of the case. Dexif will assist in such cases on best effort basis but do not guarantee or commit to successful release of refund to Client.

Cancellation Policy:

Any request for trade cancellation/ modification shall be considered by the Platform only when both the parties to the transaction agree on the same and make the appropriate requests via email before the cut-off time as stipulated by the Exchange. Participants are required to provide a valid reason for initiating the request.

(I) TRADE CANCELLATION:

The cancellation may be permitted for some of the instances like

1. Fat Finger error,
2. Issues in the traded price due to mismatches in cash flow,
3. Sell of ISIN/ Non-Delivery of ISIN from previous deal,
4. Shut Period
5. Short sell

(II) TRADE MODIFICATION:

The modifications shall be allowed only in specific parameters as decided by the Exchange from time to time. Presently, the modifications may be permitted in:

SN	Modifications Allowed In
1.	Change in Price (where negotiation has taken place on Yield)
2.	Change in Yield (where negotiation has taken place on Price)
3.	Change in Accrued Interest (with the maximum range of plus minus Rs. 100/- only)
4.	Change in Total Consideration (with the maximum range of plus minus Rs. 100/- only)
5.	Change in Custodian Code
6.	Change in Bank Account Details
7.	Change in Demat Details

(III) GENERAL RULE:

1. The client shall raise a formal written request for cancellation quoting rationale with appropriate evidence with the Platform.
2. The Platform will raise the request with Exchange and necessary action shall be done.
3. The Exchange reserves its right to accept such requests for Trade Cancellation/ Modifications and may or may not process the request. Dexif will not be held liable or responsible for any restrictions on modification.
4. Trade Cancellation/ Modification requests shall be considered for action only if the complete and correct request is received within the stipulated time frame. Hence, timelines for RFQ Deal Cancellation/Modification are as follows:

SN	Settlement Type	Time Window RFQ Deal Cancellation/Modification
1	T+0	Up to 5:15 pm on the settlement day
2	T+1	Up to 4:30 pm on the settlement day

5. Client hereby accepts that the below matrix of trade cancellations are instances approved for RFQ Trade Cancellation in a month/ quarter on RFQ Platform after the mail is received within cut off time as indicated above:

SN	Particulars	No. of Instances (in a month)	No. of Instances (in a quarter)
1	Where the 4th letter in a PAN No. is "P"	3	
2	For all other categories		3

6. In case of any higher number of instances as reported by a Participant/ UCC during a month/ quarter, the Participant/UCC will be disabled from the RFQ platform for a period of 15 calendar days.
7. After reading all the disclaimers before placing and confirming the purchase order, if the Client is not able to transfer the funds, then the same deal not only stands canceled, but the Client's PAN gets banned across all OBPP (Online Bonds Purchase Platform) and will not be able to transact for 15 calendar days from the date of dishonoring the trade.

25) Governing Law and Dispute Resolution

The Platform, Services, all your transactions through the Platform, and our relationship shall be governed by the laws of India.

Any dispute, controversy, or claim arising out of or in relation to this Agreement, including a breach or termination thereof, shall be settled by a sole arbitrator to be appointed mutually by **Dexif Security Broking Pvt. Ltd.** and You, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any amendment thereto. The place of arbitration shall be Mumbai, and the language of arbitration shall be English.

26) Contact Us

If you have any concerns, complaints, or grievances about the terms or other users or their manner of use of the platform, please feel free to contact the Grievance Officer at:

- 1) Email: grievance@dexifbroking.com
- 2) Phone no: 01204549507
- 3) Website: <https://www.dexifbroking.com/>
- 4) Address: 19A-104, Floor 19, Berger Tower, Sector 16B, Noida - 201301