**Altifi's Terms of Use**

## 1. Introduction

These Terms of use (the "Terms") lay out the terms and conditions governing your (the "Users", "you" or "your") access to and use of services/facilities provided vide this mobile /web portal (the "Platform" or "Altifi by Northern Arc") including any connected platforms owned, developed, managed or operated by Northern Arc Securities Private Limited ("We", "our", "us" or "Northern Arc Securities Private Limited Private Limited"), is a stockbroker registered with the Securities and Exchange Board of India ("SEBI") operating as an online bond platform provider. Altifi by Northern Arc is an online bond platform governed by SEBI regulations.

These Terms constitutes a legally binding agreement between the Users and Northern Arc Securities Private Limited Private Limited in respect of Altifi by Northern Arc. By accessing the Platform and using the services provided on the Platform (the "Services"), you acknowledge that you have read, understood, and agree to be bound by the Terms. These Terms are applicable to all Users of the Platform, irrespective of whether such User has signed up or created an account on the Platform.

## 2. Confidentiality of login credentials and User information

2.1. We believe that financial and personal information is critical to be safeguarded to prevent misuse. Hence, you would be responsible for keeping your login details, including your username, password, OTPs, and any other information used to access your account on the Platform ("Login Credentials"), secure and confidential. Please also ensure responsibility for keeping confidential any information used to access or avail Services without logging in, such as folio numbers, personal information, or other authentication details which others may use to access your account in an unauthorized manner.

2.2. You must take reasonable steps to prevent unauthorized access to your account and immediately notify Altifi by Northern Arc through the contact details provided in the Contact Us section of the Platform if you become aware of, or suspect, any unauthorized use, loss, theft, or compromise of your Login Credentials. Northern Arc Securities Private Limited Private Limited will not be liable in any manner for any losses caused to you due to any action undertaken by you which compromises your Login Credentials.

2.3. By providing your email address and mobile number, you consent to receive relevant notices, communications, alerts, and other information from Northern Arc Securities Private Limited Private Limited electronically through such email address or mobile number which will help you to be updated about your portfolio, market developments and regulatory information amongst others. Please ensure that your contact details remain accurate and up to date at all times as Northern Arc Securities Private Limited Private Limited shall not be liable for any

unauthorized use or access, unless it is proved that the unauthorized use or access occurred solely due to reasons directly attributable to Northern Arc Securities Private Limited Private Limited.

**3. Information**

3.1. You hereby confirm that the information submitted by you to complete your registration and login to the Platform are true to the best of your knowledge. Any false, inaccurate, misleading, or incomplete Information may result in the suspension, restriction, or termination of your access to the Services.

3.2. You agree that any information provided by you in connection with your registration, login, or use of the Platform and Services will be collected, used, stored, and processed by Northern Arc Securities Private Limited in accordance with its Privacy Policy available at https://altifi.ai/handlingPersonalInfo, as updated from time to time. Our Privacy Policy sets out details of the personal data collected by us, the purposes for which such personal data are collected, used, processed, stored and disclosed, and the rights available to you in relation to such personal data, including the mechanism for raising any grievances or complaints. You may exercise your rights in relation to your personal data in accordance with the processes and consent mechanisms specified in the Privacy Policy.

4. **Amendments**

These Terms are subject to change and may be amended, updated, or revised from time to time at the sole discretion of Northern Arc Securities Private Limited, to reflect company initiatives, changes in the law or technology or changes in our practices. The User acknowledges that they shall periodically review the Terms and that any updated versions of the Terms shall be effective immediately upon posting of the updated Terms on the Platform

**5. Declaration**

The User hereby acknowledges that the securities made available for sale herein involve various risks including market risk, liquidity risk, interest rate risk and credit risk (including loss of principal) that should be evaluated carefully, including the suitability of such investments to your risk profile before a decision is made to invest. Investors are advised to consult with their own legal, tax, financial and accounting advisors to the extent deemed necessary when making investment decisions.

Northern Arc Securities Private Limited may remove, disable, restrict access to, or take down any content, account, feature, or activity on the Platform if required to comply with applicable laws, regulatory requirements, court orders, governmental directions, or its internal requirements.

**6. Risk Disclosure**

Fixed returns do not constitute guaranteed or assured returns. Investments in corporate debt securities, municipal debt securities/securitised debt instruments are subject to credit risks,

market risks and default risks including delay and/or default in payment. Read all the offer related documents carefully.

Mutual Fund investments are subject to market risks, read all scheme related documents carefully. Mutual Funds are not Stock Exchange traded products and Altifi is only a distributor of the Mutual Funds. Any disputes with respect to the distribution of Mutual Funds cannot be made to Stock Exchange's investor redressal forum or its dispute resolution mechanism.

**7. Disclaimers**

The Platform and information are provided **"as is"** and **"as available"** without warranties of merchantability, fitness, non-infringement, uninterrupted access, or error-free operation, except to the extent such warranties cannot be excluded under law.

8. **Intellectual Property**

Users are not granted with any permission or license to use any of the content, trademarks, logos, and software on the Platform. Users receive a limited, non-exclusive, non-transferable license to access the Platform for personal, lawful use. Any reproduction, reverse engineering, scraping, or derivative works are prohibited without prior written consent of Northern Arc Securities Private Limited.

**9. Representations and Warranties by Resident Indian:**

By Using this Platform, you represent and warrant that:

a. You are a citizen of India or, in case of juridical persons, are formed under the applicable laws of India;
b. You are 18 years of age or older and that your use of the Platform will not violate any applicable law or regulation;
c. During registration as a User on the Platform, you have provided information, which is true, accurate, current, complete and updated about yourself; and
d. Investments made by you are from your verified bank account(s) (primary holder's bank account where such account is a joint account), from legitimate sources.
e. There are no action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against me during the last three years as regarding dealing in the securities market.
f. I/We hereby authorise Northern Arc Securities Private Limited to access, download & verify, and update my KYC details if required from/with the Central KYC Registry, KRAs or Digilocker as prescribed by regulators.
g. I/We declare that I/we am/are a person resident in India in terms of the Foreign Exchange Management Act, 1999 and regulations and rules thereunder.
h. I/We understand that the purchase of any securities from Northern Arc Securities Private Limited facilitated through https://altifi.ai is on an 'as is' basis and I/we confirm that I/we have not received any investment, legal or

tax advice or opinion from Northern Arc Securities Private Limited in respect thereof.

i. I/We confirm that I/we have not received from Northern Arc Securities Private Limited any data or information regarding the securities or the issuer of the securities which is not in the public domain; or any recommendations or representations regarding the nature or suitability of the securities for investment by me/us including credit risk, interest rate risk and liquidity risk that may be associated with the securities.
j. I/We acknowledge that Northern Arc Securities Private Limited has strongly urged me/us to consult my/our own counsel, accountant or investment advisor as to legal, tax, investment risk and related matters including credit risk, interest rate risk and liquidity risk that may be associated with the securities concerning the purchase of securities from Northern Arc Securities Private Limited.

I/We will not trade in any listed or proposed to be listed securities of a company to which I/we am/are an 'insider' in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2016, that is, any person

(a) in possession of or having access to any unpublished price sensitive information; or

(b) who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or, business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

10. **Representations and Warranties by Non- Resident Indians (NRI) and Overseas Citizens of India (OCI):**
    - 10.1. You are a non-resident Indian or overseas citizens of India.
    - 10.2. You are 18 years of age or older and that your use of the Platform will not violate any applicable law or regulation;
    - 10.3. During registration as a User on the Platform, you have provided information, which is true, accurate, current, complete and updated about yourself; and
    - 10.4. Investments made by you are from your verified bank account(s) (primary holder's bank account where such account is a joint account), from legitimate sources.
    - 10.5. There are no action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against me during the last three years as regarding dealing in the securities market.
    - 10.6. I/We hereby authorise Northern Arc Securities Private Limited to access, download & verify, and update my KYC details if required from/with the Central KYC Registry, KRAs or Digilocker as prescribed by Indian regulators or seek KYC details pertaining to the country of residence.
    - 10.7. I/We understand that the purchase of any securities from Northern Arc Securities Private Limited facilitated through https://altifi.ai is on an 'as is' basis and I/we confirm that I/we have not received any investment, legal or tax advice or opinion from Northern Arc Securities Private Limited in respect thereof.
    - 10.8. I/We confirm that I/we have not received from Northern Arc Securities Private Limited any data or information regarding the securities or the issuer of the securities which is not in the public domain; or any recommendations or representations regarding the nature or suitability of the securities for investment by me/us including credit risk, interest rate risk and liquidity risk that may be associated with the securities.
    - 10.9. I/We acknowledge that Northern Arc Securities Private Limited has strongly urged me/us to consult my/our own counsel, accountant or investment advisor as to legal, tax, investment risk and related matters including credit risk, interest rate risk and liquidity risk that may be associated with the securities concerning the purchase of securities from Northern Arc Securities Private Limited.

I/We will not trade in any listed or proposed to be listed securities of a company to which I/we am/are an 'insider' in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2016, that is, any person

(a) in possession of or having access to any unpublished price sensitive information; or

(b) who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by

reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or, business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

11. **FEMA Restrictions:**
    If you are a Non-Resident Indian (NRI) or an Overseas Citizen of India (OCI), you may invest only in those debt securities that are permitted for investment by NRIs and OCIs under the Foreign Exchange Management (Debt Instruments) Regulations, 2019, as amended, modified, supplemented, or replaced from time to time.
12. **Finality of transactions:**

The User agrees that once a trade has been placed and executed through the Platform, it cannot be cancelled, reversed, or modified. Any redemption, sale, transfer, withdrawal, or exit from such trade shall be governed by the terms of the relevant debt/investment product, market conditions, and applicable laws and regulations.

13. **Indemnity**

    You agree to indemnify and hold harmless Northern Arc Securities Private Limited and (as applicable) its subsidiaries, affiliates, third parties and partners/vendors of their respective shareholders, officers, directors, agents, and employees, from any losses, liabilities, damages, costs and expenses, claims or demand, or actions including reasonable attorneys' fees asserted against or incurred by Northern Arc Securities Private Limited, made by any third party arising from

    - your breach or non-performance of any term, covenants, conditions or other provisions of these Terms;
    - any failure to comply with applicable legislation, statutes, ordinances or regulations;
    - fraudulent, improper, incorrect, wrongful or negligent act or omission by the User, or the use and misuse of the Platform; and/or
    - wilful misconduct of the User.

14. **Limitation of Liability**

Northern Arc Securities Private Limited and its affiliates, directors, employees, and agents expressly disclaim any and all liability for any direct or indirect losses, damages, or expenses of any kind arising out of or relating to the use of this Terms, including but not limited to, any losses related to the accuracy, completeness, timeliness, or reliability of such information.

Northern Arc Securities Private Limited, acting solely as an Online Bond Platform Provider, facilitates access to Altifi and does not handle or hold client funds. All trades executed on the Platform are settled through the NSE Clearing Limited (NCL) and/or ICCL and payments are processed by RBI-regulated payment aggregators. Northern Arc Securities Private Limited shall not be liable for any losses, delays, or failures arising from settlement, fund transfer, or systems of NCL/ICCL, the payment aggregator, or other regulated intermediaries.

15. **Breach of Policies**

In the event an investor or seller is found to have violated these Terms, the Platform policies, or applicable SEBI regulations governing Online Bond Platform Providers, Northern Arc Securities Private Limited may, without prejudice to its regulatory obligations, suspend or restrict access to the Platform, reject or cancel transactions, and report such breach to the appropriate authority as may be required under law. Any such action shall be taken in a fair and transparent manner and shall not affect the rights of investors or sellers arising from trades already executed and settled in accordance with the OBPP framework and applicable regulations.

**16. Severability**

If any clause of these Terms is deemed invalid, void or for any reason unenforceable, such clause will be severable and will not affect the validity and enforceability of the remaining clauses of these Terms.

**17. Governing Law and Jurisdiction**

These Terms are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to these Terms, shall be subject to the exclusive jurisdiction of the courts at Mumbai.

**18. Grievance Redressal**

Northern Arc Securities Private Limited maintains a grievance redressal mechanism to address User complaints in a fair, transparent, and timely manner. Details of the grievance process, including the contact details of the designated Grievance Officer and the manner of submitting a grievance, are available at https://altifi.ai/assets/docs/Grievance-Redressal.pdf

Northern Arc Securities Private Limited shall review and address grievances in accordance with applicable laws, regulations, and internal policies. The timelines for acknowledgement and resolution of grievances shall be consistent with the requirements prescribed under applicable law and SEBI's Investor Charter, as may be amended from time to time.