1. Definitions and Interpretation

"Agreement" means this Terms & Conditions and Consent Framework read with all Annexures, the Rights and Obligations documents, Risk Disclosure Document, Policy and Procedures document, Tariff Sheet, and any product-specific agreement executed electronically.

"Applicable Law" means the SEBI Act, 1992, Securities Contracts (Regulation) Act, 1956, Depositories Act, 1996, applicable SEBI Regulations and Master Circulars (including the SEBI Master Circular for Stock Brokers, SEBI (Depositories and Participants) Regulations, 2018, SEBI (Research Analysts) Regulations, 2014), NSE/BSE/CDSL bye-laws, rules and circulars, the Digital Personal Data Protection Act, 2023 ("DPDPA") and rules thereunder, the SEBI Cybersecurity and Cyber Resilience Framework ("CSCRF"), the Information Technology Act, 2000, and all other applicable law as amended from time to time.

"Electronic KYC" or "e-KYC" means Aadhaar-based or other officially valid document-based digital identity verification undertaken in accordance with SEBI's KYC norms and the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005.

"Personal Data" has the meaning assigned under the DPDPA and includes KYC data, financial data, transaction data and any other data that identifies the Client.

2. Applicability and Scope of Services

This Agreement applies to the following services, each of which the Client may avail depending on the account type selected during onboarding: (i) Stock Broking services in the Cash/Equity, Futures & Options, Currency Derivatives and Commodity Derivatives segments (as applicable) of NSE and/or BSE; (ii) Depository Participant services through CDSL, including opening and maintenance of a Beneficial Owner (BO) demat account; (iii) Research Analyst services, where the Client separately opts in to receive research reports/recommendations from CFL as a SEBI-registered Research Analyst. Each of the above is governed additionally by segment-specific regulatory documents which form part of this Agreement by reference.

3. KYC, Client Due Diligence and e-KYC Consent

1. The Client agrees to complete Know Your Customer (KYC) formalities including submission of Officially Valid Documents (OVDs), In-Person Verification (IPV) through video-based or other SEBI-permitted digital IPV mode, and periodic KYC updation/re-KYC as mandated by SEBI's KYC Master Circular and the KYC Registration Agency (KRA) framework.

2. Where the Client opts for Aadhaar-based e-KYC/e-Sign, the Client separately and specifically consents to CFL (and its KYC/e-sign service providers) accessing, retrieving, and processing the Client's Aadhaar/demographic data solely for identity verification and digital signing purposes, strictly in accordance with the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and UIDAI regulations. This consent is independent of, and in addition to, the Aadhaar consent captured natively within the e-KYC/e-Sign utility itself.

3. The Client confirms that all information and documents provided are true, accurate and complete, and undertakes to promptly intimate CFL of any change. CFL reserves the right to reject, suspend or terminate the account on discovery of false, incomplete or fraudulent KYC information, and to report suspicious transactions/persons to FIU-IND and other authorities as required under the PMLA framework.

4. Documents Deemed Read and Accepted (Incorporated by Reference)

The following statutory and standard documents, prescribed in the exchange/depository-mandated formats, are displayed to the Client on the Platform prior to acceptance and, upon the Client ticking/accepting this Agreement, are deemed to have been read, understood and accepted in full and unaltered form (these documents cannot be modified by CFL or the Client): Rights and Obligations of Stock Brokers, Sub-Brokers/Authorised Persons and Clients (as prescribed by SEBI/Exchanges); Rights and Obligations of Beneficial Owner and Depository Participant (as prescribed by SEBI/CDSL); Combined Risk Disclosure Document (Equity, F&O, Currency and Commodity Derivatives, as applicable); Guidance Note / Do's and Don'ts for trading on the Exchange(s); Policy and Procedures document (including policy on treatment of inactive accounts, limitation of liability, penalty/delayed payment charges, RMS and square-off policy); Tariff Sheet / Schedule of Charges; Research Analyst Terms of Service and Conflict-of-Interest Disclosure (where the Client opts for RA services).

5. General Terms – Stock Broking Services

1. CFL will act as the Client's stock broker strictly on the basis of instructions received through the Platform, registered mobile number/email, or other authenticated channel, and is not obliged to act on instructions received through unverified or third-party channels.

2. The Client is solely responsible for the confidentiality of login credentials, OTPs and trading PINs, and for all instructions transmitted using the same. CFL shall not be liable for losses arising from unauthorised access attributable to the Client's failure to safeguard credentials, subject to CFL's own obligations under applicable cybersecurity circulars.

3. Margin, exposure, RMS limits and square-off rules shall be governed by CFL's Risk Management Policy as amended from time to time and displayed on CFL's website, which the Client agrees to periodically review.

4. Contract notes, margin statements, and periodic statements of account/settlement of funds and securities shall be issued in the manner and within the timelines prescribed under SEBI/Exchange circulars, through the electronic mode consented.

6. Depository Participant (CDSL) Specific Terms

1. The BO Account shall be governed by the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018, and CDSL Bye-Laws and Business Rules, in addition to the Rights and Obligations document referenced.

2. Any Power of Attorney (POA) or Demat Debit and Pledge Instruction (DDPI) in favour of CFL is entirely optional, is not a pre-condition for account opening or for availing broking/DP services, and shall be executed only through the separate, standalone consent mechanism described – it shall never be inferred from acceptance of this Agreement.

3. The Client may transact without a POA/DDPI, including through the Exchange-approved electronic Delivery Instruction Slip (e-DIS)/T-PIN mechanism, and CFL shall not condition service quality or account activation on execution of a POA/DDPI.

7. Research Analyst Services (Where Opted)

1. Where the Client opts to receive research reports/recommendations, such services are provided by CFL in its capacity as a SEBI-registered Research Analyst and are subject to the SEBI (Research Analysts) Regulations, 2014, including disclosure of conflicts of interest, basis of recommendations, and risk that recommendations may not always be profitable.

2. Research services are independent of, and shall not be construed as inducement for, the Client's trading/broking relationship with CFL, and the Client may opt out of research communications at any time without affecting other services.

8. Risk Disclosure Acknowledgment

The Client acknowledges having read and understood the Combined Risk Disclosure Document referenced and confirms awareness that trading in securities, and particularly in derivatives, carries a high degree of risk of loss, that past performance is not indicative of future results, and that the Client is availing services after independent assessment of suitability, without any assurance of returns from CFL.

9. DPDPA 2023 – Notice and Consent for Processing Personal Data

1. CFL, as Data Fiduciary, collects and processes the Client's Personal Data (including KYC identifiers, financial and transaction data, contact details, and device/log data) for the specified purposes of: account opening and KYC/CDD compliance; providing broking, DP and research services; regulatory reporting to SEBI, Exchanges, Depositories, KRA, CKYCR, FIU-IND and other statutory/regulatory authorities; risk management and fraud prevention; and communicating service, transaction and regulatory information to the Client.

2. The Client, as Data Principal, consents to such processing for the above specified purposes and acknowledges the following rights under the DPDPA: the right to access a summary of Personal Data processed and processing activities undertaken; the right to correction, completion, and updation of Personal Data; the right to erasure of Personal Data (subject to CFL's statutory retention obligations under SEBI/PMLA/Companies Act, which shall override erasure where retention is legally mandated); the right to grievance redressal through CFL's designated Grievance/Data Protection contact; and the right to nominate another individual to exercise these rights in the event of the Client's death or incapacity.

3. CFL shall retain Personal Data only for so long as necessary for the specified purposes or as mandated under Applicable Law (including the minimum retention periods prescribed under SEBI circulars and PMLA Rules), and shall implement reasonable security safeguards, including those required under the CSCRF, to prevent Personal Data breach.

4. Personal Data may be shared with (i) SEBI, Exchanges, Depositories, KRA/CKYCR, FIU-IND, and other regulators/statutory authorities as mandated by law; (ii) CFL's group entities, empanelled KYC/e-sign/payment/technology service providers acting as Data Processors under written data-processing terms; and (iii) any successor entity in case of merger, restructuring or assignment, subject in each case to Applicable Law. CFL does not sell Personal Data to third parties for marketing purposes.

5. Where the Client is a minor or where consent is being provided by a guardian/lawful representative on behalf of the Client, the Client/representative confirms that such consent is being validly given in accordance with the DPDPA and applicable guardianship law.

10. Cybersecurity, CSCRF and Digital/Electronic Channel Consent

1. CFL maintains a cybersecurity and cyber resilience framework in line with SEBI's CSCRF, including access controls, encryption in transit and at rest, incident response and business continuity arrangements, and periodic VAPT/audit as mandated for the Client's registration category.

2. The Client consents to onboarding, authentication (including OTP, biometric/Aadhaar-based e-KYC, and e-Sign) and ongoing transactions being conducted through CFL's digital Platform and acknowledges the inherent risks of electronic/digital channels (e.g., network failure, phishing, malware) and agrees to follow CFL's published cybersecurity advisories and "do's and don'ts" for safe digital trading.

3. The Client agrees that CFL may capture device identifiers, IP address, geolocation (where enabled), session logs and biometric/OTP authentication logs solely for identity verification, fraud detection, and cybersecurity incident investigation, in accordance with CSCRF & DPDPA.

4. In the event of a Personal Data breach or cybersecurity incident affecting the Client's data, CFL shall notify the Client and the relevant regulatory authorities in the manner and within the timelines prescribed under the DPDPA, CSCRF and applicable SEBI circulars.

11. Electronic Communication and Document Delivery Consent

1. The Client consents to receive contract notes, margin statements, account statements, corporate action notices, regulatory disclosures, and other communications from CFL in electronic form, at the registered email address/mobile number/Platform notification, in lieu of physical delivery, as permitted under SEBI/Exchange circulars on electronic contract notes and communications.

2. The Client may additionally consent, separately and optionally, to receive service and promotional communications over SMS/WhatsApp/other instant messaging channels, and may withdraw such optional consent at any time without affecting mandatory regulatory communications.

12. Nomination

The Client is required to either provide nomination details for the trading and demat account(s), or explicitly opt out of nomination through a signed/digitally executed declaration, in accordance with SEBI's nomination requirements. Nomination for the trading account and the demat account may be recorded independently as required by the respective Exchange/Depository formats.

13. Grievance Redressal

The Client may raise grievances through CFL's designated investor grievance email/helpline, escalate to the Exchange/Depository investor grievance mechanism, and thereafter to SEBI SCORES and the SEBI-notified Online Dispute Resolution (ODR) Portal, in accordance with the applicable investor grievance and ODR circulars, details of which are published on CFL's website and the Platform.

14. General Provisions

1. Amendment: CFL may amend this Agreement and the documents referenced herein to align with changes in Applicable Law, and shall notify the Client of material changes through the registered email/Platform; continued use of services after such notice constitutes acceptance.

2. Force Majeure: CFL shall not be liable for delay or failure in performance caused by circumstances beyond its reasonable control, including regulatory action, exchange/depository system failure, or events affecting the broader market infrastructure.

3. Governing Law and Jurisdiction: This Agreement shall be governed by the laws of India, and disputes shall be subject to arbitration/jurisdiction as specified in the Rights and Obligations documents, without prejudice to the Client's right to approach SEBI SCORES/ODR.

4. Severability: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

I confirm that I have read, understood and voluntarily agree to the Terms & Conditions, Rights and Obligations documents, Risk Disclosure Document, Policy and Procedures, Tariff Sheet, DPDPA data processing notice, and CSCRF/digital channel disclosures of Centrum Finverse Limited, as displayed to me on this Platform, and I consent to onboarding and availing services through this digital journey using the authentication method(s) provided (OTP / Aadhaar e-KYC / e-Sign).