

# Terms and Conditions for API Usage

The following terms stands as a binding legal agreement between you and Alice Blue Financial Services Pvt Ltd.

Alice Blue Financial Services Private Limited (herein referred as "Alice Blue") and its affiliates having its corporate office at 153/2, 3<sup>rd</sup> Floor MRB Arcade, Bagalur Main Road, Yelahanka, Bengaluru- 560063. We may refer to Alice Blue Financial Services Pvt Ltd as "We", "Our", or "Us".

Alice Blue is a member of NSE, BSE, MCX exchanges, and is registered with the Securities & Exchange Board of India (SEBI) as a stockbroker with the SEBI registration numbers as stated below:

- SEBI: INZ000156038
- NSE: 90112
- BSE: 6670
- MCX: 56710
- CDSL: DP-12085300

The "Client" is any individual or entity with an exchange approved UCC (Unique Client Code) account with Alice Blue, able to trade various securities through Alice Blue Financial Services Pvt Ltd (in compliance with different exchange and SEBI regulations).

"Alice Blue Financial Services Pvt Ltd Trading API" is a suite of APIs, developer services, and associated software offerings collectively referred to as "APIs". The APIs provide programmatic access (including, but not limited to: placing, modifying and canceling orders; accessing order etc.) to various exchanges via providing a platform for clients.

The terms described in this document, and any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as concerning the use of the APIs are collectively referred to as the "Terms".

This agreement is between "You" (accessor and consumer of the APIs) and "Alice Blue Financial Services Pvt Ltd", the stockbroker offering broking services via the APIs. You may be a Alice Blue Client yourself, or You may be an entity offering the APIs in turn to other Alice Blue Clients as end-users.

**Subsidiaries and Affiliates:** Alice Blue has subsidiaries and affiliates legal entities throughout India. These companies may provide the APIs to You on behalf of Alice Blue and the terms will also govern your relationship with these companies.

## 1) Account and registration

### a) Accepting the Terms



You may not use the APIs and may not accept the Terms if (a) You are not of legal age to form a binding contract with Alice Blue, or (b) You are a person barred from using or receiving the APIs under the applicable laws of India or other countries including the country in which You are resident or from which You use the APIs.

## **b) Entity Level Acceptance**

If You are using the APIs on behalf of an entity, You represent and warrant that You have authority to bind that entity to the Terms and by accepting the Terms, You are doing so on behalf of that entity (and all references to “you” in the Terms refer to that entity).

## **c) Registration**

In order to access certain APIs You may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information You give to Alice Blue will always be accurate and up to date and you’ll inform us promptly of any updates.

## **2) API usage**

The APIs are meant to be used for building innovative investment and trading platforms (“IBT” – Internet-Based Trading) with the greater goal of increasing capital market participation in India. This may be for personal use, where You, a Client, develops a private interface exclusively for customizing personal trading and investment experience, or this may be for building a trading platform which in term will be offered to the public, other Clients of Alice Blue. The development of trading platforms is bound by various norms and regulations stipulated by various exchanges and SEBI. You are responsible for ensuring You adhere to these platform guidelines and regulations, and seeking appropriate regulatory approvals if necessary. If You seek to obtain exchange approvals for your platform as Alice Blue’ in-house platform, Alice Blue will provide the necessary assistance.

### **a) Permitted access**

You will only access (or attempt to access) an API by the means described in the documentation of that API. Any circumvention of the methods described in the documentation may result in the termination of your access to the APIs.

### **b) API rate-limiting**

Alice Blue may set limits on your use of the APIs (for instance, limiting the number of requests sent to a particular API) manually or via automated checks to ensure the stability of the APIs.

If You need to use the APIs beyond the limits imposed by Alice Blue, You have to obtain express consent from Alice Blue by writing to the relevant department (Alice Blue may decline or accept such a request based on various factors).

### **c) Exclusivity**



The API Terms are non-exclusive. You acknowledge that Alice Blue may develop products or services that may be similar and may be in direct or indirect competition with any platform that is built using the APIs.

#### **d) Tracking and monitoring**

By using the APIs, You agree that Alice Blue may monitor, track, and record all interactions and requests happening via the API, your own and your end-users, to ensure stability, security, and reliability of the API.

#### **e) Automated trades**

The APIs are not meant for placing fully automated trades (without any manual intervention). If you wish to use the APIs for full automation, you should seek necessary approvals from the exchanges/regulators. Alice Blue can provide the necessary assistance in obtaining approvals.

### **3) Your end-users**

You may use the APIs to build platforms that You may, in turn, offer to other Clients of Alice Blue (after obtaining the required exchange approvals). Neither Alice Blue nor anyone affiliated with the APIs may be held responsible for the losses suffered by the Client or You, arising from technical malfunctions of your platform or the APIs. Your end-users, Alice Blue' Clients, are bound primarily by the terms and conditions they agreed to at the time of their account registration with Alice Blue, over and above the terms, they may have agreed to when starting to use your platforms.

#### **a) Ownership**

As the APIs are restricted to and only work with—the accounts of Alice Blue clients, all end users You offer your API-enabled platforms to, are Alice Blue' Clients. Any new user that You may refer to Alice Blue (who in turn opens account an account with Alice Blue on their own volition) for the purpose of offering your platform, is also Alice Blue' Client. While You may promote your services to such a Client, You may not claim any exclusivity to the Client or their data. Alice Blue may offer any service or offer to any of its existing clients, including Clients referred by you, at any time.

#### **b) User Privacy**

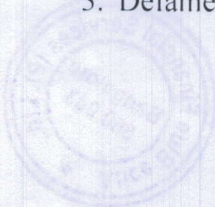
You will comply with all the applicable privacy laws and regulations, including those related to your end-users. You will adhere to Alice Blue privacy policy and provide a privacy policy for your end-user that is clear and accurate.

### **4) Prohibitions and confidentiality**

#### **a) API Prohibitions**

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense the APIs for use by a third party.
2. Perform an action with the intent of introducing to Alice Blue' products and services, any viruses, worms, defects, Trojan horses, malware, or any items of destructive nature.
3. Defame abuse, harass, stalk, or threaten others.



4. Interfere with or disrupt the APIs or the servers or networks providing the APIs
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Use the APIs to process or store any data that will, in turn, invade the privacy of the end-user.
8. Remove, obscure, or alter any Alice Blue terms of service or any links to or notices of those terms.

## **b) Confidentiality**

Your credentials (such as passwords, API keys and secrets, and Client IDs) are intended to be used only by you. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials.

Alice Blue communications to you may contain confidential information which includes any materials, discussions, and information that are marked confidential or that would typically be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Alice Blue' prior written consent.

Unless expressly permitted by Alice Blue or by the applicable laws, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs.

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies with the intent of redistributing.
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party.
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of the material.

## **5) Liability of the APIs**

### **a) Uptime**

The API response and account access times may vary due to a variety of factors, including, but not limited to, trading volumes, market conditions, system performance, technical and other factors. Market volatility, volume and system availability may delay account access and trade executions.

The uptime and availability of the APIs may be affected by technical or other factors within or outside of Alice Blue or unforeseen circumstances, including natural disasters.

### **b) No guarantees or warranties**

Alice Blue doesn't make any promises, commitments, guarantees about the APIs or related offerings. When permitted by law, Alice Blue will not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages.



To the extent permitted by law, Alice Blue excludes all warranties, guarantees, conditions, representations, and undertakings.

### **c) Limitation of Liability**

When permitted by law, Alice Blue will not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages.

## **6) Termination**

### **a) Termination**

This agreement is effective until terminated. User rights under this agreement will terminate automatically or otherwise cease to be effective without notice from Alice Blue if the User fails to comply with any terms and conditions under this agreement. Alice Blue may terminate this agreement if User is in default of any of the terms and conditions of this agreement and fails to correct such default within one (1) day after written notice thereof from Alice Blue. Upon termination, Alice Blue does not hold any liability or other obligation to you.

If you want to terminate the Terms, you must provide Alice Blue with prior written notice and upon termination, cease your use of the applicable APIs, use of Alice Blue brand and delete any cached or stored content that was permitted by the cache header.

### **b) Surviving provisions**

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.

## **7) Indemnification**

You agree to indemnify and hold Alice Blue, members, subsidiaries, affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees, against all liabilities, damages, losses, costs, fees (including legal fees) and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. Technical faults or the limitations of the APIs.
2. Your misuse or your end user's misuse of the APIs.
3. Your violation or your end user's breach of the Terms; or
4. Any content or data routed into or used with the APIs by you, those are acting on your behalf, or your end-users.

## **8) Governing law/forum**

This Agreement shall be governed and interpreted by the laws of the Union of India. Only courts in Bengaluru (Karnataka) shall have the jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.



THIS AGREEMENT REQUIRES ACCEPTANCE TO PROCEED TO UTILISATION OF THE APIs; THE ACCEPTANCE SO GIVEN CONCLUDES THE AGREEMENT AND THIS AGREEMENT DOES NOT REQUIRE A PHYSICAL/DIGITAL SIGNATURE. THIS AGREEMENT SHALL NOT BE INVALIDATED SOLELY ON THE GROUND THAT IT IS NOT PHYSICALLY SIGNED.

