

## **TERMS OF SERVICE**

### **Details of the SEBI registered intermediary**

Name: YES Securities (India) Limited

SEBI Registration No.: INH000002376 (Research Analyst) and INZ000185632 (Stock Broker) Registered address: 2nd Floor, North Side, YES BANK House, Off Western Express Highway, Santacruz East, Mumbai - 400055. Maharashtra, India.

Correspondence address: YES Securities

(India) Ltd. AFL House, 4th Floor, Lok Bharti Complex, Marol Maroshi Road, Andheri East, Mumbai 400059

Email address: [customer.service@ysil.in](mailto:customer.service@ysil.in)

Phone no.: 91-22-68841888

Website: <https://yesinvest.in>

## **TERMS OF SERVICE**

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By availing this service, you agree to comply with these terms including but not limited to SEBI (Research Analysts) Regulations, 2014, SEBI (Stock Brokers) Regulations, 1992, exchange guidelines, and all applicable laws in India. These terms of services ("Terms") are the basis on which we, the abovementioned SEBI registered intermediary (referred to in these Terms as "we", "us", and "our") offer the services described further in these Terms to the user or subscriber of these services ("you"). These Terms explain the particulars of our service in respect of the abovementioned PRS that these Terms relate to ("concerned PRS"). These Terms are to be read in conjunction with the other policies published on our website, including the privacy policy, the terms of use of the website, among others, which are deemed to be included herein by reference. By visiting, inquiring, accessing, availing or subscribing to our services, you will have considered to have read, understood and accepted these Terms. Please read these Terms carefully

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You understand and accept that investments in securities are subject to market risk, and you may lose some or all of your invested capital. You are solely responsible for all trading and investment decisions taken by you, whether such decisions are based upon the recommendations provided by us in our research recommendations backed by YSIL research report. You understand that the PRS recommended to you which is backed by YSIL research reports are our merely recommendation and the same is in compliance with applicable laws and regulations issued by the Securities and Exchange Board of India (SEBI). You understand that our services are exclusively our obligations and not, in any manner, of a third-party including, without limitation, a technology platform, a stock broker or a distributor platform, notwithstanding that the PRS recommended by us which is backed by YSIL Research reports and/or the research reports published by us are distributed over or through such third-party infrastructure and may be subject to the terms and conditions stipulated by such third parties.

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Please note that the frequency, scope, and delivery of research content are at our sole discretion and may be adjusted based on prevailing market conditions or changes to subscription plan.

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By subscribing to our services, you acknowledge that the recommendations you are entitled for in respect of the concerned PRS is strictly as per the frequency mentioned in your subscription plan. When we send you a research recommendation backed by YSIL research report, you may choose to accept or not to accept such recommendations therein

Our research recommendation backed by YSIL research report are general informational insights only and does not constitute a personal recommendation and does not consider the particular investment objectives, financial situations, or needs of individual investors. Before acting on any recommendation, you should consider whether it is suitable for your circumstances and we strongly recommend that you evaluate suitability yourself and, if necessary, consult an independent, qualified financial advisor prior to making any investment decision. You understand that as an investor, you are responsible for your investment decisions and to verify the information used to arrive at such a

decision. You understand your investment decision is based on your personal investment needs and risk tolerance; the research recommendations backed by YSIL research report or research analysis published by us may be amongst many other things that you should consider while making an investment decision. You acknowledge that you will exercise your own independent judgment in using any of the information and reports provided in our research recommendations backed by YSIL research report and that you will conduct your own research into the suitability of your investments. You acknowledge that you will exercise your own independent judgment in subscribing to our services and making investment decisions based on the information published in our research recommendations backed by YSIL research report. You are responsible for determining whether any recommendation aligns with your circumstances.

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## **ABOUT PRS**

PRS is a collection of listed securities in a particular combination based on a particular theme. A PRS is itself not a tradeable security; it refers only to a particular combination of the constituent Securities. The name of a PRS is merely indicative of the philosophy that is desired to be achieved by the concerned PRS and is not restrictive of the type or nature of securities that the concerned PRS may represent at present or in the future. The allocation of securities comprising a PRS may change from time to time, keeping in view market conditions and other factors.

A PRS recommended which is backed by YSIL research report is merely our research recommendation. You may choose to act or not act on our recommendation, as you may decide in your independent judgement. Any subsequent recommendation/ rebalancing of a PRS suggested in our research recommendations backed by YSIL research report does not consider any earlier deviations made by you and you are required to independently evaluate and apply such recommendation/ rebalancing. Rebalancing means the process of realigning the weightings of the securities in a PRS/ portfolio of assets. Such rebalancing is recommended to you on a periodic basis. You are advised to read the factsheet, research recommendations backed by YSIL research report and other information concerning such PRS before making an investment decision.

Upon the purchase of a PRS, the securities constituting the concerned PRS shall be credited to your demat account maintained with your stockbroker. While these securities are freely transferable by you and may you transact in these securities as per your independent judgment and investment objective, it is advisable to transact in these securities through the StarFolio Platform.

## **OPERATIONAL GUIDELINES**

We operate in various other capacities and have established robust internal policies and control procedures to govern the delivery of our services and ensure compliance with applicable regulations. These policies are designed to avoid conflicts of interest, safeguard the integrity of our research, and promote objective, unbiased analysis.

We maintain appropriate mechanisms to ensure the independence of our research activities from our other business operations, including the implementation of a “Chinese Wall” policy, which separates research activities from all unrelated business functions. All such measures are adopted in strict adherence to applicable laws, including relevant SEBI Regulations. We operate in accordance with the following Code of Conduct:

- Honesty and Good Faith – We shall act honestly, transparently, and in good faith in all our dealings.
- Diligence – We shall exercise due skill, care, and diligence to ensure that all research recommendations, backed by YSIL research reports, are prepared following thorough and well-documented analysis.
- Conflict of Interest – We shall identify, address, and appropriately disclose any conflicts of interest that could potentially affect the impartiality of our research analysis or research recommendations backed by YSIL research reports.
- Prohibition on Insider Trading & Front Running – Neither we nor our employees shall engage in insider trading, front running, or any activity involving the misuse of non-public information related to our own research recommendations backed by YSIL research reports.
- Confidentiality – We and our employees shall maintain strict confidentiality of all research material until it is made public.
- Professional Standards – We and our employees shall uphold the highest professional standards in research analysis and ensure all recommendations backed by YSIL research reports are prepared with thoroughness, accuracy, and integrity.
- Compliance – We shall fully comply with all applicable regulatory requirements governing our business activities.
- Senior Management Responsibility – Senior management shall bear primary responsibility for ensuring adherence to proper procedures and maintaining high standards of conduct

## **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, We and our affiliates expressly disclaim all and any liability resulting from your decision to use the Starfolio Platform. We shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation loss of profits, revenue, business opportunities, goodwill, or data, arising from or in connection with the provision, use, or reliance upon any research commendation, report, analysis, or recommendation, whether in contract, tort (including negligence), strict liability, or otherwise.

PRS is backed by YSIL's research recommendations which is provided solely for informational purposes and do not constitute financial, investment, legal, or other professional advice. We make no warranty, express or implied, as to the accuracy, completeness, reliability, or fitness for any particular purpose of the information provided. You acknowledge that all decisions and actions taken based on such information are at your sole risk.

You shall indemnify, defend, and hold harmless the YES Securities (India) Limited, its affiliates, its officers, employees, agents, contractors, and affiliates from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable legal fees and expenses) arising out of or in connection with: (a) your use, misuse, or reliance upon any research commendation; (b) any breach of these terms or applicable law or (c) any third-party claim resulting from actions, omissions, or representations made by you based on the research commendation (d) any such other damages or claims.

We shall not incur any liability by reason of any loss which you may suffer by reason of any depletion in the value of the PRS and their constituent securities. Notwithstanding any provision to the contrary, in respect of claims arising due to any deficiency or delay in performing our obligations, your exclusive remedy and our entire liability shall be limited to the correction of such deficiency or delay on a going-forward basis.

## **GRIEVANCE REDRESSAL**

We are committed to resolve the grievances within the timelines specified by the Securities and Exchange Board of India. We are authenticated with SEBI Complaints Redress System (SCORES). In case of any grievance or complaint, you may write to us at [customer.service@ysil.in](mailto:customer.service@ysil.in) or contact us at 02268841888.

In case you are not satisfied with the response, or your grievance is still unresolved, you may register your complaints with SCORES 2.0.

To file a complaint on SCORES, visit the SCORES portal on <https://scores.sebi.gov.in/scores-home> and register yourself by providing the mandatory details (your name, PAN, address,

mobile number and email address). On successfully submitting your complaint, a system-generated unique registration number will be displayed on the screen, which you should note for future correspondence. An email acknowledging the complaint with complaint registration number will also be sent to your email address.

The benefits of filing complaints through SCORES are (a) it facilitates lodging your complaint online with SEBI and enables you to subsequently view its status, (b) effective communication, (c) speedy redressal of the grievances, (d) you can access your complaint status from anywhere, at any time by logging in the SCORES website. For more details, you may read the FAQ provided by SEBI at <https://scores.sebi.gov.in/faqs> to understand the complete procedure of filing a complaint online, the benefits of filing complaints through SCORES, the type of complaints considered and not considered by SEBI, the grievance handling procedure etc.

## REFUND & CANCELLATION POLICY

Once your subscription plan is activated and you have been granted access to services, you shall be eligible for refund in the following cases: upon the content.

- Duplicate payment made for the same subscription.
  1. Technical failure solely attributable to us that prevents access to the service or research recommendation. In such cases, the refund shall be made on a **pro-rata basis**, calculated for the unused portion of the subscription period as of the date the issue is confirmed.
  2. In the event of pre-mature cancellation of services either by you or us, the client is eligible for a refund of the proportionate fee for the unexpired period of the subscription.
  3. In compliance with SEBI's requirement, if our SEBI registration is suspended for more than 60 days or has been permanently cancelled.
  4. You shall be eligible for the refund of 100% of the fees along with the applicable taxes if the said refund request is raised within 30 days of subscription plan.
  5. You shall be eligible for the refund of 90% of the fees along with the applicable taxes will be refunded if the refund request is raised after 30 days of the subscription plan.
- You are required to initiate the following steps for refund:
  1. You must submit a written refund request via email at [customer.service@ysil.in](mailto:customer.service@ysil.in). The request must include the subscription details, payment proof, and reason for the refund.
  2. We shall verify the refund request and may contact you for additional information (if applicable)
  3. We shall take best efforts to process the refunds within 07 (seven) business days after verification and approval. In case we incur any delay, we shall proactively inform you.

4. The refund shall be credited to your original source account.
5. No refunds shall be processed out for PRSes subscribed under promotional offers or discounts of any nature.

#### **MISCELLANEOUS**

- Each of you and us (each, a “party” and jointly, “the parties”) agree as under:
  1. That the provisions of these Terms are a binding contract and the unconditional acceptance by one party of these Terms is the inducement for the other party to accept these Terms.
  2. We retain all rights, title and interest in our intellectual properties. Names, logos and intellectual property assets of third parties are their respective properties.
  3. Each party represents and warrants to the other (a) that such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of incorporation or organization, (b) that the execution and performance of this Terms of Service will not conflict with or violate any provision of any law having applicability to such party, and (c) that this Terms of Service, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.
  4. No party shall be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, pandemics, epidemics, insurrection, war, riot, or failure of communication or power supply or some issue/ failure at the stock exchange, etc. In the event of equipment breakdowns beyond our control, we shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.
  5. The rights or remedies conferred on a party under these Terms may be enforced only by such party, and by no person other than such party.
  6. If, for any reason, a court of competent jurisdiction finds any provision of these Terms, or any portion thereof to be unenforceable, then (a) the remainder of these Terms shall continue in full force and effect, and (b) the impugned provision will be modified to the least extent possible so as to render it enforceable. The invalidity or unenforceability of any provisions of these Terms in any jurisdiction shall not affect the validity, legality or enforceability of this Terms of Service in any other jurisdiction.
  7. In addition to these Terms, our services are governed by the privacy policy, disclaimers, the terms of use of the website as published from time to time, the terms issued by us on our website specified in these Terms, and to qualifications published in our research recommendations backed by YSIL research reports. In case of a conflict between the provisions of these Terms and any other document, a harmonious interpretation of the conflicting provisions shall be made, failing which the provisions of these Terms shall prevail.

8. All disputes arising between the parties shall be resolved in the spirit of mutual cooperation and in good faith. A dispute which persists for 30 (thirty) days may be referred to arbitration by a written notice from one party to the other. The arbitration shall be conducted as per the provisions of the applicable law. If no such provision exists, then the arbitration shall be conducted by a panel of three (03) arbitrators. Each Party shall appoint one arbitrator and both the arbitrators shall jointly appoint the third arbitrator. If the parties are unable to decide on an arbitrator within thirty (30) days of the submission of the written notice specified in the foregoing clause, then any of the Parties may apply to the Hon'ble Bombay High Court under section 11 of the Arbitration and Conciliation Act, 1996 (as amended and then in force) for such appointment. The arbitration shall be governed by and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended and then in force). The arbitration proceedings shall be conducted in English and the place and seat of arbitration shall be at Mumbai. The arbitral award shall be final and binding upon both the Parties.
9. These Terms are governed by the laws of India and the laws in force in the State of Maharashtra. The courts and tribunals at Mumbai, India have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms.

## **ACKNOWLEDGEMENT**

By subscribing to these services or using the platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, including any policies referenced herein. You further agree that we may from time to time, amend, modify, or update these Terms, and such changes shall become effective upon communication or publication. You agree to be solely responsible for keeping themselves updated on any such changes and your continued use of this service after such changes shall constitute your deemed acknowledgement and acceptance of the revised Terms.