

Terms and conditions

“Pentad” referred as Pentad Securities Private Limited, with office at 33/2361 B4, 3rd Floor, Jacob’s Building, Geethanjali Junction, Vyttila, Kochi 682019.

Pentad is a member of NSE, BSE, and MCX exchanges and CDSL Depository and is registered with the Securities & Exchange Board of India (SEBI) as a stock broker with the registration numbers as stated below:

- I. SEBI Regn.No - INZ000168432
- II. CDSL Regn.No - IN-DP-378-2018

The “Client” is any individual or entity with an exchange approved UCC (Unique Client Code) account with Pentad, able to trade various securities through Pentad (in compliance with various exchange and SEBI regulations).

“PEN API Link” 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 cancelling orders; managing funds and portfolios; accessing order and account related information etc.) to various exchanges via Pentad using a Client account.

The terms described in this document, and any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines 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 “Pentad”, the stock broker offering broking services via the APIs. You may be a Pentad Client yourself, or You may be an entity offering the APIs in turn to other Pentad Clients as end users.

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 Pentad, 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 Pentad 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 customising personal trading and investment experience, or this may be for building a trading platform. 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 Pentad's in-house platform, Pentad 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. Please note that live market data obtained via PEN API Link cannot be displayed to the public at large. Any such redistribution, if found, may result in the termination of your access to PEN API Link.

b) API rate-limiting

Pentad 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 Pentad, You have to obtain express consent from Pentad by writing to the relevant department (Pentad may decline or accept such a request based on various factors).

c) Exclusivity

The API Terms are non-exclusive. You acknowledge that Pentad 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 Pentad may monitor, track, and record all interactions and requests happening via the API, your own and your end users, for the purpose of ensuring stability, security, and reliability of the API.

e) Automated trades

The APIs are not meant for placing fully automating trades (without manual intervention). If you wish to use the APIs for full automation, you should seek necessary approvals from the exchange. Pentad can provide the necessary assistance in obtaining approvals.

3) Your end users

You may use the APIs to build platforms which You may in turn offer to other Clients of Pentad (after obtaining the required exchange approvals). Neither Pentad or 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, Pentad's Clients, are bound primarily by the terms and conditions they agreed to at the time of their account registration with Pentad, 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 Pentad clients, all end users You offer your API-enabled platforms to, are Pentad's Clients. Any new user that You may refer to Pentad (who in turn opens an account with Pentad on their own volition) for the purpose of offering your platform, is also Pentad's Client. While You may promote your services to such a Client, You may not claim any exclusivity to the Client or their data. Pentad may offer any service or offering 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 Pentad's 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): - Sublicense the APIs for use by a third party. - Perform an action with the intent of introducing to Pentad's products and services, any viruses, worms, defects, Trojan horses, malware, or any items of destructive nature. - Defame, abuse, harass, stalk, or threaten others. - Interfere with or disrupt the APIs or the servers or networks providing the APIs - Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements. - 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 - Use the APIs to process or store any data that will in turn invade the privacy of the end user. - Remove, obscure, or alter any Pentad 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.

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

Unless expressly permitted by Pentad 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.

- Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies with the intent of redistributing.
- Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party.
- Misrepresent the source or ownership; or

- 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 material.

5) Costs and revenue

a) Costs

Pentad may charge You for using the APIs, or parts of it selectively. These charges may be fixed or variable, and are at the sole discretion of Pentad. Pentad may also propose additional charges to You, (based on your usage of the APIs and on a case-by-case basis) for the continued use of the APIs. You may write to the relevant department to discuss a pricing suitable for You (Pentad may decline or accept such a request based on various factors).

b) Non-refundable charges

Any charges once paid (one-off or on-going) for the use of APIs or any of its subsets are non-refundable.

c) Sharing of revenue

Pentad may share revenue with You (bound by the terms set forward by various exchanges and SEBI) for referring clients to Pentad via the API, or for offering other services. You may write to the relevant department to discuss a revenue sharing model You desire (Pentad may decline or accept such a request based on various factors).

6) 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 Pentad's control, or unforeseen circumstances including natural disasters.

b) No guarantees or warranties

Pentad does not make any promises, commitments, guarantees about the APIs or related offerings. When permitted by law, Pentad, 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, Pentad excludes all warranties, guarantees, conditions, representations, and undertakings.

c) Limitation of Liability

When permitted by law, Pentad will not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages. In all cases, Pentad will not be held liable for expense, loss or damage that is not reasonably foreseeable.

7) 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 Pentad if the user fails to comply with any terms and conditions under this agreement. Pentad 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 ten (10) days after written notice thereof from Pentad. Upon termination, Pentad does not hold any liability or other obligation to you.

If you want to terminate the Terms, you must provide Pentad with prior written notice and upon termination, cease your use of the applicable APIs, use of Pentad 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.

8) Indemnification

You agree to indemnify and hold Pentad and their parent companies, 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:

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

9) Governing law/forum

This Agreement shall be governed and interpreted by the laws of the Union of India. Only courts in Ernakulam (Kerala) 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.