

## Terms of Use

You can access “**Historical data web application portal**” (herein after referred to as “**Data Portal/Portal**”), subject to the terms and conditions of use, as changed / updated from time to time entirely at the discretion of NSE Data & Analytics Ltd. (“**NSE Data**” which term shall include its successors, assigns, subsidiaries, group companies and affiliates) as set out below (“**Terms of Use**”).

When we talk about “**we**,” “**our**,” or “**us**” in this Policy (“Policy” shall mean and include the “Terms of Use,” “Privacy Policy,” “Disclaimer” “Intellectual Property” policy of this Portal), we are referring to NSE Data along with its affiliates and group companies and this Portal.

When we talk about “**you**” “**your**” “**User**” we are referring to the entities/individuals who have subscribed to the Data from NSE Data upon payment of applicable fees and are accessing/visiting/using the Portal to receive/retrieve the Data solely for the purposes as expressly permitted by NSE Data .

When we talk about “**Data**” we are referring to the market data and information (including any figures, statistics, numbers) in relation to any securities and/or derivatives contracts (including price, identifiers, volume, trade related data) as well as any company. This includes, without limitation, on line streaming data, real time data, snapshot data, delayed data, end of day data, historical data and corporate data that may be provided to you and NSE Data’s other authorized Data subscribers.

By visiting this Portal, you represent and warrant to NSE Data that you have the right, authority and capacity to use the Portal and you agree to abide by this Policy including the Terms of Use.

You hereby acknowledge, agree and undertake to abide by the following:

1. The Portal is owned, managed and operated by NSE Data.
2. You also represent and warrant to us that you will use the Portal in a manner consistent with any and all applicable laws and regulations.
3. By using this Portal, you agree to follow and be bound by all terms and conditions concerning your use of the Portal.
4. You agree, acknowledge and represent that you have executed any/all necessary Data subscription/licensing agreements/contracts with NSE Data and paid the applicable fees/consideration to NSE Data for receiving/retrieving the Data from this Portal.
5. You shall use the Platform solely for receiving/retrieving the Data for the purposes as permitted by NSE Data.
6. You agree, acknowledge and represent that you will not use the Data for any external purposes and you will not sell/license/reproduce/distribute or otherwise provide the Data to any third party except with the prior written consent of NSE Data.
7. You agree, acknowledge and represent that you will not use the Data for any gaming activities or on any gaming platforms/portals and/or otherwise use the Data for any illegal/immoral purposes.
8. NSE Data shall have the right to use the information submitted by you with respect to registration/creation of log in/providing access to the Portal for making available the Data to you for the purposes as permitted by NSE Data.
9. By using our Portal and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy.
10. NSE Data may terminate User’s access to the Portal or any part thereof at any time and for any reason without any notice.
11. NSE Data may change or discontinue any aspect of the Portal at any time, including, its content or features. NSE Data reserves the right to change the Terms of Use applicable for the use of the Portal. Such changes shall be effective immediately upon notice, which shall be placed on the Portal.
12. All contents on the Portal are the exclusive property of NSE Data except the third party content (if any).
13. The software, Data, text, images, graphics, video and audio used on the Portal belong to or are licensed to NSE Data. NSE Data’s content, Data and/or information on the Portal shall not be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form or in any manner

without prior written permission from NSE Data. All rights not expressly granted herein are reserved. Unauthorised use of the materials appearing on the Portal may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. You are granted a non-exclusive, non-transferable, limited right to access the Portal for the permitted purposes.

14. NSE Data does not make any warranties, express or implied, with respect to any service, information, Data, software, system, functionality, statements or products made available on the Portal.
15. NSE Data does not warrant that the Portal will operate error-free or that the Portal and its servers are free of computer viruses or other harmful mechanisms. NSE Data to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the fitness for particular purpose and non-infringement. NSE Data makes no warranties about the accuracy, reliability, completeness, or timeliness of the content, services, software, text, graphics, and links.
16. NSE Data shall not be liable for any damage to User's computer system or loss of data that result from the download of any content, materials, and information from the Portal or use of any software, systems, functionality, or other services on the Portal. Further, under no circumstances, NSE Data shall be liable for any unlawful act of the User or its affiliates, relatives, employees, agents including misuse of any data, unfair trade practices, fraud, cyber squatting, hacking and other cyber crimes. In no event shall NSE Data be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Portal, or any information provided thereon, or any claim attributable to errors, omissions or other inaccuracies in the Portal.
17. You agree and undertake not to send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of the Portal, or other User's ability to use the Portal.
18. You agree and undertake not to conduct any systematic or automated data collection activities (including scraping, data mining, data extraction and data harvesting) on or in relation to our Portal without our express written consent.
19. You agree and undertake not to use our Portal to transmitting or sending unsolicited commercial communications.
20. You agree and undertake not to use our Portal for any purposes related to marketing without our express written consent.
21. User agrees to indemnify and hold NSE Data, its subsidiaries, affiliates, officers and employees, harmless of, from and against any losses, claims, actions, demands, proceedings or damages, including reasonable attorney's fees arising out of your unauthorized use of the Data or conduct on the Portal including breach of the terms of this Policy or any other act on your part which causes any loss to us.
22. If the Portal provides links to web portals and access to content, products and services from third parties, including Users, advertisers, affiliates and sponsors of the Portal, you agree that NSE Data is not responsible for the availability of, and content provided on, third party web portals or third party content. The User is requested to peruse the policies posted by such third party web portals regarding privacy and other topics before use. NSE Data is not responsible for third party content accessible through the Portal, including opinions, advice, statements and advertisements, and User shall bear all risks associated with the use of such content. NSE Data is not responsible for any loss or damage of any sort which User may incur from dealing with any third party.
23. By using any third party content, User may leave the Portal and be directed to an external site, or to a site maintained by an entity other than NSE Data. If you decide to visit any such third party site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or any other destructive elements. NSE Data makes no warranty or representation regarding, and does not endorse, any linked web portals or the information appearing thereon or any of the products or services described thereon. Links do not imply that NSE Data or the Portal sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of NSE Data or any of its affiliates or subsidiaries. You hereby expressly acknowledge and agree that the linked websites are not under the control of NSE Data and NSE Data is not responsible for the contents of any linked sites or any link contained in a linked site, or any changes or updates to such sites. NSE Data is not responsible for webcasting or any other form of

transmission received from any linked Portal. NSE Data is providing these links to you only as a convenience, and the inclusion of any link shall not be construed to imply endorsement by NSE Data in any manner of the Portal.

24. Upon approval by NSE Data and registration on the Portal, You may receive a password and account designation. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Portal. Each registration is for a single individual/entity (entity includes the entity's employees only and for such entity there will be a single User name and password) User only. To access these services, you will be asked to enter your User name and password. Therefore, we do not permit any of the following:-
  1. Any other person/entity using your User name and password.
  2. Any part of the Portal being cached in proxy servers and accessed by individuals who have not registered with Portal as Users.
  3. In case of individual Users, access through a single User Name and Password being made available to multiple Users on a network.
25. If we reasonably believe that a User Name and Password are being used / misused in any manner as clarified above, we reserve the right to cancel access rights immediately without notice, and block access to all Users from that IP address.
26. You specifically agree that NSE Data shall not be responsible for unauthorized access to or alteration of your transmissions or Data, any material or data sent or received or not sent or received through the Portal.
27. Specific Prohibited Uses:

The Portal may be used only for lawful and permitted purposes by the Users for non-commercial purposes only. NSE Data specifically prohibits any other use of the Portal, and all Users agree not to do any of the following:

1. Post or submit to the Portal any incomplete, false or inaccurate biographical information or information which is not your own;
2. Send unsolicited mail or e-mail, making unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the Portal;
3. Take any action that imposes an unreasonable or disproportionately large load on the Portal's infrastructure;
4. Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Portal;
5. Aggregate, copy or duplicate in any manner any of the Data, content or information available from the Portal; or
6. The Users agree not to use / insert any of the User's URL, weblink, e mail address and Portal while accessing any material on the Portal.

On non-conformance by Users of any of the aforesaid terms, NSE Data may in its sole discretion, restrict or terminate the offending User's ability to access the Portal and determine whether to take any other actions including whether to remove or request the removal of the User's content. NSE Data shall have no liability or responsibility whatsoever to Users for performance or non-performance of such activities.

28. NSE Data reserves the right in its sole discretion to investigate and take legal action against anyone who engages in any illegal or prohibited conduct or otherwise violates the Policy, including without limitation, removing the User content from the Portal and/or terminating the offending User's ability to access the Portal and/or use services therein. NSE Data may take any other action with respect to User content or User actions that it deems necessary or appropriate in its sole discretion if it believes it may create liability for NSE Data or may cause NSE Data to lose (in whole or in part) the services of its ISPs or other suppliers.

29. The User undertakes to immediately inform NSE Data of any unauthorised usage and/or access of the Portal.
30. NSE Data recognizes the receipt, transmission or distribution of spam emails (unsolicited bulk emails) as a major concern and has taken reasonable measures to minimize the transmission and effect of spam emails in its computing environment. All emails received by NSE Data, are subject to spam check. Any email identified as spam will be rejected with sufficient information to the sender for taking necessary action. With this measure, along with other technical spam reduction measures, NSE Data hopes to minimize the effect of spam emails. NSE Data reserves the right to reject and/or report any suspicious spam emails, to the authorities concerned, for necessary action, from time to time.
31. No failure or delay by NSE Data in exercising any right, power or privilege under the Terms of Use will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under the Terms of Use.
32. The Portal is controlled, operated and administered by NSE Data from its offices within India. NSE Data makes no representation that materials on this Portal are accurate, appropriate or available for use at any other location(s) outside India. Any access to this Portal from territories where their contents are illegal is prohibited. You may not use the Portal or export the materials in violation of any applicable export laws and regulations. If you access this Portal from a location outside India, you are responsible for compliance with all local laws.
33. The provisions regarding disclaimer of warranty, accuracy of Data, information, software, database, other system or functionality of Portal and indemnification shall survive such termination. NSE Data may monitor User's access to the Portal.
34. You represent to NSE Data that you have all permissions, approvals, licenses etc in place with respect to the information uploaded/submitted by you or by any of your representatives/agents/affiliates entities on this Portal and you understand and agree that you shall at all times be solely responsible and liable to keep all applicable permissions, approvals, licenses etc valid and subsisting as may be required under the applicable laws.
35. The Policy shall be governed by the Laws of India. The Courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under the Terms of Use.