

Growsin - Terms & Conditions

Legally Binding Agreement & Regulatory Disclosures

1. Introduction, Applicability, and Binding Nature of these Terms

1.1 These Terms and Conditions ("Terms") constitute a legally binding agreement between Mr. **Murali krishna Sivala**, an individual duly registered with the Securities and Exchange Board of India ("SEBI") as a Registered Investment Adviser under the SEBI (Investment Advisers) Regulations, 2013, and as a Registered Research Analyst (**Registration No. INH00023667**) under the SEBI (Research Analysts) Regulations, 2014, operating under and providing services through the brand name "Growsin" (hereinafter referred to as "Growsin," "we," "us," or "our"), and you, being any person who chooses to access, browse, subscribe to, interact with, or otherwise make use of our website, digital platforms, advisory services, research publications, reports, newsletters, communications, software tools, or any related deliverables (collectively referred to as the "Services").

1.2 By accessing or using the Services in any manner, including, without limitation, visiting our website, reading or relying upon our reports, receiving our advice, subscribing to our communications, or otherwise engaging with us in any form, you ("Client," "you," or "your") expressly acknowledge and agree that you have read, understood, and accepted these Terms, and that these Terms shall govern the relationship between you and us, superseding any prior understandings, representations, or agreements, whether oral or written, relating to the subject matter herein.

1.3 You further acknowledge and agree that:

- (a) you are competent to enter into a legally binding contract under the Indian Contract Act, 1872, meaning you are of sound mind, not disqualified by law, and at least eighteen (18) years of age;
- (b) you are the ultimate beneficial owner of the funds or assets in respect of which you may seek our Services, and you are in compliance with all applicable Indian laws, including but not limited to the Foreign Exchange Management Act, 1999 ("FEMA"), the Prevention of Money Laundering Act, 2002 ("PMLA"), and the rules, regulations, and notifications framed thereunder;
- (c) your use of the Services is in full compliance with the laws, rules, and regulations applicable to you, whether under Indian law or under any local laws of the jurisdiction in which you reside, to the extent applicable; and
- (d) you understand and agree that our Services are designed and intended to be provided in accordance with Indian law and SEBI regulations, and that your access to or use of the Services from outside India shall be at your sole responsibility and risk, and subject always to the overriding application of Indian law.

1.4 You expressly agree and acknowledge that:

- (a) your use of the Services, whether free or paid, constitutes conclusive evidence of your consent to be legally bound by these Terms;

- (b) if you do not agree with these Terms in their entirety, you must refrain from accessing, using, or relying upon any of the Services;
- (c) Growsin's role is limited to providing investment advisory services and/or research analysis, as permitted under its SEBI registrations, and nothing in these Terms or the Services shall be construed as conferring upon you any rights, licenses, or entitlements beyond those expressly set forth herein;
- (d) the Services are general in nature and are not tailored financial instruments or guaranteed-return products, and you shall at all times remain responsible for your own investment decisions, execution of trades, and compliance with legal and tax obligations; and
- (e) these Terms shall be read together with our disclosure documents, fee schedules, privacy policies, disclaimers, and the SEBI-mandated Investor Charter, all of which shall be deemed to form an integral part of this binding agreement.

1.5 You acknowledge that SEBI, as the primary securities market regulator in India, retains the right to inspect, audit, or supervise our operations, and you agree that your use of the Services shall be subject to such regulatory oversight. You further acknowledge that in the event of any regulatory inquiry, investigation, or proceeding, we may be required to disclose your information to SEBI, RBI, FIU-IND, or other competent authorities, without prior notice to you, and you expressly consent to such disclosure.

1.6 These Terms shall come into effect and be deemed accepted by you immediately upon the earliest of (i) your first use or continued use of our Services, (ii) your electronic or physical acceptance of these Terms, or (iii) your subscription to or engagement with any of our deliverables. By doing so, you irrevocably agree to be bound by these Terms for the duration of your engagement with us, and further agree that these Terms shall survive and remain enforceable to the fullest extent permitted by law, even after termination of the Services, insofar as obligations of confidentiality, liability, indemnity, intellectual property, dispute resolution, and other provisions by their nature are intended to survive.

2. Definitions & Interpretation

2.1 In these Terms, unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them below. Words importing the singular include the plural and vice versa; words importing any gender include all genders; and references to persons include natural persons, companies, partnerships, associations, trusts, and any other legal or juristic entity.

"Agreement" or "Terms" means this Terms of Service, including all annexures, schedules, disclosures, policies, fee structures, amendments, modifications, and notices issued by us from time to time, which collectively govern the relationship between you and us.

"Applicable Law" means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, circulars, directions, directives, orders, judgments, decrees, injunctions, arbitral awards, treaties, or other restrictions or requirements having the force of law, as applicable in India (including SEBI regulations) or in the jurisdiction in which you reside, to the extent relevant.

"Client" or "You" means any individual, firm, company, trust, partnership, body corporate, association of persons, or any other entity (including their authorized representatives, heirs, executors, administrators, successors, and permitted assigns) who engages, accesses, subscribes to, or otherwise avails of the Services offered under the brand name "Growsin."

"Confidential Information" means any non-public, proprietary, or sensitive information, whether oral, written, electronic, or otherwise, disclosed by you to us or by us to you, including but not limited to personal identity details, financial records, investment preferences, business strategies, research models, methodologies, risk assessments, trade secrets, intellectual property, and such other information that by its nature or circumstances of disclosure ought reasonably to be treated as confidential, but excluding information that (a) is or becomes publicly available other than through a breach of these Terms, (b) is lawfully received from a third party without restriction, or (c) is required to be disclosed under Applicable Law.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, which prevents or materially delays the performance of obligations under these Terms, including but not limited to acts of God, natural disasters, epidemics or pandemics, strikes, lockouts, industrial disputes, cyber-attacks, system or communication breakdowns, terrorism, war, government actions, embargoes, changes in law, exchange or market suspensions, or any regulatory or judicial orders.

"Intellectual Property Rights" or "IPR" means all rights in or to patents, trademarks, service marks, trade names, logos, domain names, copyrights, moral rights, design rights, trade secrets, methodologies, databases, know-how, inventions, discoveries, and any other intellectual property or proprietary rights, whether registered or unregistered, subsisting anywhere in the world.

"Investor Charter" means the Investor Charter for Investment Advisers and Research Analysts as mandated and notified by SEBI from time to time, which forms an integral part of these Terms and is deemed incorporated herein by reference.

"Regulations" means, without limitation, the SEBI (Investment Advisers) Regulations, 2013, the SEBI (Research Analysts) Regulations, 2014, the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Indian Contract Act, 1872, the Information Technology Act, 2000, the Arbitration and Conciliation Act, 1996, and all other circulars, directions, and amendments as may be applicable.

"Services" means investment advisory services, research analysis, investment education, financial planning, portfolio risk evaluation, investor awareness initiatives, and all related deliverables provided under the brand name "Growsin," whether in physical, electronic, or digital form, and whether free or paid.

"Website" or "Platform" means the official website, mobile applications, digital interfaces, and any online tools operated and controlled by us for the purpose of delivering the Services.

2.2 Rules of Interpretation: Unless the context otherwise requires:

- (a) Headings are for convenience only and shall not affect the construction or interpretation of these Terms.
- (b) References to statutes/regulations shall be deemed to include any amendments, re-enactments, or replacements thereof from time to time.

(c) The terms "include," "including," and "such as" shall be construed as illustrative and shall not be deemed to be exhaustive or limiting.

(d) In case of conflict between these Terms and any statutory/regulatory requirement, the latter shall prevail to the extent of inconsistency, without affecting the validity of the remaining provisions.

(e) Any reference to a document or agreement includes that document or agreement as amended, supplemented, restated, or replaced from time to time.

3. Regulatory Status & Scope of Services

3.1 Regulatory Registrations

We are duly registered with the Securities and Exchange Board of India ("SEBI") as:

(a) a Registered Investment Adviser (RIA) under the SEBI (Investment Advisers) Regulations, 2013 (as amended from time to time), and

(b) a Registered Research Analyst (RA) under the SEBI (Research Analysts) Regulations, 2014 (as amended from time to time), bearing Registration No. INH000023667

Our registration details are publicly available on the official SEBI website (www.sebi.gov.in), and clients are encouraged to verify the same.

Registration with SEBI does not in any manner imply endorsement, approval, or recommendation of our Services by SEBI.

3.2 Nature & Scope of Services

The Services provided under the brand name "Growsin" are limited strictly to:

(a) Investment Advisory Services: providing non-binding recommendations, risk profiling, goal-based planning, and asset allocation advice in accordance with the SEBI (Investment Advisers) Regulations, 2013; and

(b) Research Analyst Services: preparing, publishing, or distributing research reports, market commentaries, model portfolios, and investment recommendations in accordance with the SEBI (Research Analysts) Regulations, 2014.

For avoidance of doubt:

(i) We do not undertake portfolio management, fund management, stockbroking, merchant banking, investment banking, underwriting, or any activity requiring a separate SEBI license.

(ii) We do not hold client funds or securities in any capacity.

(iii) We do not execute, place, or facilitate buy/sell trades in securities on behalf of any client.

(iv) We do not offer guaranteed returns, assured profit products, or any schemes prohibited by SEBI or other regulators.

(v) We do not provide tax filing, legal compliance, or accounting services, unless separately agreed and permitted under law.

3.3 Risk Disclosures

Investment in securities markets is subject to market risks, including possible loss of principal.

Past performance of any security, sector, or market recommendation is not indicative of future performance.

Any projections, opinions, or forward-looking statements are purely illustrative and should not be construed as guarantees.

The Client must carefully assess their risk appetite, financial situation, and investment horizon before acting on any advice or research provided.

3.4 Client's Sole Responsibility

The Client acknowledges and agrees that:

- (a) Execution of any trade or transaction in securities rests solely with the Client through their registered stockbroker or intermediary.
- (b) Compliance with applicable tax laws (including but not limited to income tax, capital gains tax, GST, and TDS) and related regulatory filings remains entirely the Client's obligation.
- (c) The Client is responsible for making independent inquiries, verifying suitability, and consulting their own professional advisers (including tax, legal, or accounting experts) prior to acting on our advice or research.

3.5 Regulatory Oversight

We are subject to continuous monitoring, inspection, and audit by SEBI and other competent authorities.

Any grievance relating to our Services may be escalated to SEBI through the SEBI Complaints Redress System (SCORES) at www.scores.gov.in

, in addition to our internal grievance redressal mechanism.

4. Client Representations, Warranties & Responsibilities

4.1 General Representations

By accessing or using the Services, you ("Client") represent, warrant, and undertake that:

- (a) You are of legal age (18 years or older) and competent to contract within the meaning of the Indian Contract Act, 1872, and are not barred from receiving the Services under the laws of India or any other applicable jurisdiction.
- (b) You are the lawful and beneficial owner of the funds and assets in respect of which advisory or research Services are sought, and such funds/assets are not derived from any illegal or unlawful activity.
- (c) You are compliant with all Applicable Laws, including but not limited to the Foreign Exchange Management Act, 1999 ("FEMA"), the Prevention of Money Laundering Act, 2002 ("PMLA"), the SEBI (KYC Registration Agency) Regulations, 2011, and the rules and guidelines thereunder.
- (d) All information, documents, declarations, and records furnished to us (including but not limited to KYC details, risk profiling questionnaire, financial information, investment objectives, and personal declarations) are true, accurate, complete, and not misleading in any respect.
- (e) You shall promptly notify us in writing of any material change in your circumstances, including but not limited to changes in financial condition, investment objectives, risk appetite, contact details, or regulatory status, so that your profile and advice may be duly updated.
- (f) You shall not misuse, resell, redistribute, or exploit the Services for any unlawful, fraudulent, speculative, or unauthorized purpose, including insider trading, market manipulation, or activities prohibited under the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, or any other Applicable Law.

4.2 Acknowledgement of Risks

- (a) You acknowledge that investments in securities markets are inherently risky and may result in partial or total loss of capital.
- (b) You accept full responsibility for independent evaluation of risks and for consequences of decisions taken based on our advisory or research Services.
- (c) You confirm that you have read and understood the Risk Disclosure Documents, Investor Charter, and Disclosures provided in compliance with SEBI regulations.

4.3 Responsibilities of the Client

Without limiting the generality of the foregoing, you agree and undertake to:

- (a) Cooperate fully with us in completing KYC, risk assessment, and suitability processes as mandated under the SEBI (Investment Advisers) Regulations, 2013 and SEBI (Research Analysts) Regulations, 2014.
- (b) Provide complete, current, and accurate information at all times, including supporting documents as may be required under law.
- (c) Maintain confidentiality of your login credentials, passwords, and access to our platforms, and immediately notify us of any unauthorized access or breach.
- (d) Execute all transactions through duly registered SEBI intermediaries such as stockbrokers, depositories, or custodians, and not seek or expect us to carry out any execution, custody, or fund-handling functions.
- (e) Comply with all tax obligations, filing requirements, and regulatory disclosures applicable to your investments, without seeking to hold us liable for the same.

4.4 Indemnity

You agree to indemnify, defend, and hold harmless Growsin, its proprietor, affiliates, employees, representatives, and agents from and against any and all losses, liabilities, claims, damages, costs, expenses (including reasonable legal fees), penalties, or proceedings arising out of or in connection with:

- (a) any misrepresentation, omission, or false declaration made by you;
- (b) your failure to disclose material information or update changes in your profile;
- (c) your violation of these Terms or of any Applicable Law; or
- (d) any unauthorized, fraudulent, or unlawful use of the Services by you or on your behalf.

5. Fees, Billing & Taxes

5.1 Fee Structure & Regulatory Compliance

Fees for our Services are charged strictly in accordance with the SEBI (Investment Advisers) Regulations, 2013 and the SEBI (Research Analysts) Regulations, 2014, including all circulars, guidelines, and amendments issued from time to time.

The applicable fee model, quantum, and payment schedule shall be disclosed to you upfront in writing (through a fee agreement, invoice, or disclosure document) prior to commencement of Services.

We do not, under any circumstances, charge performance-based fees, profit-sharing fees, or any consideration that is expressly prohibited under SEBI regulations.

5.2 Payment Terms

Fees are payable in advance, unless otherwise specifically permitted under Applicable Law or mutually agreed in writing.

All payments must be made through banking channels (such as NEFT/RTGS/UPI/cheque/DD) into the designated account communicated by us. Cash payments are strictly prohibited.

You must ensure accuracy of payment details. We shall not be responsible for delays, failures, or losses due to incorrect payment instructions, bank errors, or third-party payment gateway issues.

5.3 Taxes & Levies

All applicable taxes, duties, cess, or statutory levies (including but not limited to Goods and Services Tax (GST)) shall be charged over and above the fees and shall be borne solely by you.

You shall be responsible for complying with any tax deduction at source (TDS) obligations under the Income Tax Act, 1961, and providing appropriate certificates to us within prescribed timelines.

We shall issue valid tax invoices compliant with GST and other applicable laws for every fee charged.

5.4 Consequences of Non-Payment

In the event of non-payment or delayed payment of fees, we reserve the right to:

- (a) suspend, withhold, or discontinue the Services without prior notice;
- (b) charge interest/late fees as permitted by Applicable Law; and
- (c) initiate legal proceedings or recovery actions, without prejudice to other remedies available under law.

6. Conflicts of Interest & Disclosures

6.1 Regulatory Compliance

We adhere strictly to the SEBI (Investment Advisers) Regulations, 2013, the SEBI (Research Analysts) Regulations, 2014, and all relevant circulars, guidelines, and amendments, in relation to conflict of interest management and disclosure obligations.

Our policies and internal controls are designed to ensure that the interests of Clients always take precedence over our own or any third party's interests.

6.2 Personal Holdings & Trading

We may, from time to time, hold, purchase, sell, or otherwise deal in securities, derivatives, or investment products which are also the subject of our research reports or advisory recommendations.

In such cases, we shall make full and fair disclosure of such interests in accordance with SEBI regulations, including the timing of such transactions, before or at the time of communication of advice or research.

We shall not engage in front-running, insider trading, or any activity prohibited under the SEBI (Prohibition of Insider Trading) Regulations, 2015.

6.3 No Commission or Inducement Policy

We do not, directly or indirectly, receive or accept any commission, referral fee, incentive, soft-dollar benefit, or inducement from intermediaries, product manufacturers, or any third party in consideration of recommending specific securities or investment products, except:

- (a) where expressly permitted under Applicable Law; and
- (b) where full written disclosure has been provided to the Client in advance.

Our fee-based model is designed to ensure complete transparency and independence of advice.

6.4 Third-Party Relationships

In the event we have any material relationship (financial, business, or otherwise) with a company, issuer, intermediary, or product provider covered under our Services, the same shall be disclosed in the relevant report, communication, or agreement.

If we receive any material non-public information in the course of business, we undertake not to use or disclose such information for personal gain or to the detriment of Clients, except as required by law.

6.5 Client Duty to Disclose Conflicts

Clients must disclose any potential or actual conflict of interest at the time of availing the Services, including but not limited to:

- (a) positions held in securities for which advice is sought;
- (b) relationships with listed companies, promoters, or intermediaries; and
- (c) any legal or regulatory proceedings that may impact suitability of advice.

6.6 Ongoing Monitoring

Conflicts of interest are monitored on a continuing basis, and disclosures shall be updated as and when required by Applicable Law or material changes occur.

Clients are encouraged to seek clarifications on disclosures prior to acting on any advice or research.

7. Intellectual Property Rights

7.1 Ownership of Intellectual Property

All content, reports, models, tools, templates, methodologies, software, designs, graphics, trade names, brand assets, and any other materials, whether in written, digital, visual, or oral form, provided or made available under the brand name "Growsin", are and shall remain the exclusive intellectual property of **Mr. MURALI KRISHNA SIVVALA**, SEBI Registered Investment Adviser and Research Analyst, operating as Growsin.

All rights, title, and interest in and to such intellectual property are reserved and protected under the Copyright Act, 1957, the Trademarks Act, 1999, the Information Technology Act, 2000, and other applicable laws.

7.2 Permitted Use

You are granted a limited, non-transferable, non-sublicensable, revocable license to access and use the materials provided through the Services solely for your own personal investment and educational purposes.

Such license does not transfer to you any ownership rights or intellectual property rights in the materials.

7.3 Prohibited Uses

You shall not, without our prior written consent:

- (a) reproduce, duplicate, modify, adapt, republish, display, post, upload, transmit, or otherwise distribute any material from Growsin, in whole or in part, for commercial, business, or non-personal use;
- (b) sell, license, rent, lease, sublicense, or otherwise exploit our intellectual property for profit or gain;
- (c) reverse engineer, decompile, or disassemble any proprietary models, software, or tools made available through the Services;
- (d) remove, obscure, or alter any copyright, trademark, confidentiality, or proprietary notices on our materials.

7.4 Trademarks and Brand Use

"Growsin" and its associated logos, brand marks, and designs are proprietary trademarks and/or service marks.

You may not use our trade name, logo, or brand identity for any purpose (including press releases, marketing, or endorsements) without our prior written authorization.

7.5 Third-Party Intellectual Property

Some content, data, or tools provided through the Services may be sourced from third parties (e.g., stock exchange feeds, APIs, data vendors). Such intellectual property belongs to the respective owners and is used by us under license or permitted use.

You agree to comply with all restrictions and terms imposed by such third-party owners.

7.6 Reservation of Rights & Remedies

Any unauthorized use, reproduction, or redistribution of our intellectual property shall constitute a material breach of these Terms and may result in:

- (a) immediate suspension or termination of Services;
- (b) civil and/or criminal proceedings under Applicable Law; and
- (c) claims for damages, injunctive relief, and/or statutory penalties.

We expressly reserve all rights not expressly granted herein.

8. Disclaimers & Limitation of Liability

8.1 General Disclaimers

The Services, including but not limited to advisory recommendations, research reports, financial planning, and educational material, are prepared on the basis of information furnished by you and/or obtained from publicly available sources believed to be reliable. However, we do not warrant, guarantee, or represent that such information is true, complete, accurate, up-to-date, or error-free.

Our advice, reports, or commentary are illustrative and informational in nature and do not constitute an offer to buy, sell, or otherwise deal in any securities, financial instruments, or investment products.

Investment in securities markets is subject to market risks, including fluctuations in prices, interest rates, exchange rates, regulatory changes, systemic risks, and force majeure events. Past performance is not indicative of future performance.

8.2 Reliance on Data & Third Parties

We rely upon third-party data vendors, market feeds, APIs, stock exchanges, and other external sources. We make no warranty or representation as to the timeliness, accuracy, continuity, or completeness of such third-party data.

We shall not be responsible or liable for any losses caused directly or indirectly due to:

- (a) errors, delays, interruptions, or failures in data feeds, market systems, or electronic communications;
- (b) malfunction, downtime, or unavailability of platforms, websites, or applications; or
- (c) reliance placed by you on any external sources, intermediaries, or execution platforms.

8.3 No Fiduciary or Execution Responsibility

Our role is limited to providing investment advice and/or research analysis under SEBI regulations. We are not responsible for executing trades, filing tax returns, or ensuring compliance with your regulatory or statutory obligations.

You remain solely responsible for all investment decisions, execution of transactions, and compliance with tax, accounting, and legal requirements.

8.4 Limitation of Liability

To the maximum extent permitted by Applicable Law, our aggregate liability, whether in contract, tort (including negligence), strict liability, or otherwise, for any and all claims arising out of or in connection with the Services, shall not exceed the total fees paid by you to us in the twelve (12) months immediately preceding the cause of action.

We shall not, under any circumstances, be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to loss of profits, investment losses, opportunity costs, data loss, or reputational harm, even if we were advised of the possibility of such damages.

8.5 Exclusions from Liability

Without prejudice to the generality of the foregoing, we expressly disclaim liability for any loss, damage, or expense arising out of or in connection with:

- (a) reliance on incorrect, incomplete, or outdated information provided by you;
- (b) fluctuations in the value of securities, market volatility, or economic downturns;
- (c) actions or omissions of brokers, custodians, depositories, mutual funds, or other third-party intermediaries;
- (d) cyber-attacks, hacking, malware, denial-of-service, or other security breaches beyond our reasonable control; and
- (e) regulatory actions, restrictions, or changes in law impacting securities markets or investment products.

8.6 Survival of Disclaimers

The disclaimers and limitations of liability set out herein shall survive termination or cessation of the Services and shall apply to the fullest extent permitted under Applicable Law.

9. Indemnity

9.1 General Indemnity

You agree to fully indemnify, defend, and hold harmless **Mr. MURALI KRISHNA SIVVALA**, operating under the brand name "Growsin," together with his heirs, successors, representatives, employees, affiliates, agents, contractors, and service providers (collectively, the "Indemnified Parties"), from and against any and all claims, actions, demands, suits, proceedings, investigations, liabilities, losses, damages, penalties, fines, costs, charges, and expenses (including but not limited to reasonable attorneys' fees and litigation costs) which may be incurred, suffered, or sustained, whether directly or indirectly, as a result of, arising from, or in connection with:

- (a) any breach, default, or non-compliance by you of these Terms, any supplemental agreements, or any Applicable Law;
- (b) any act, omission, misrepresentation, inaccuracy, or false declaration made by you in the course of availing the Services;
- (c) misuse, unauthorised use, or unlawful exploitation of the Services, our intellectual property, or any confidential information;
- (d) violation or infringement of any third-party rights, including but not limited to intellectual property rights, data protection rights, or contractual rights;
- (e) use of the Services for purposes that are fraudulent, speculative, illegal, or prohibited under SEBI or any other Applicable Law;
- (f) your failure to provide accurate, complete, and timely information (including KYC, financial, and personal details) required for advisory or research purposes; and
- (g) any claim, inquiry, penalty, or proceeding initiated by SEBI, RBI, FIU-IND, tax authorities, exchanges, or any other regulatory authority, to the extent attributable to your acts, omissions, or misrepresentations.

9.2 Third-Party Claims

The indemnity shall extend to any claims brought by third parties, including but not limited to brokers, intermediaries, regulators, investors, or government agencies, arising out of your acts, omissions, or use of the Services.

9.3 Survival

This indemnity shall survive termination, suspension, or cessation of the Services and shall remain enforceable against you for all claims arising during or after the term of engagement, to the fullest extent permitted under Applicable Law.

9.4 Right to Control Defence

We shall have the right, but not the obligation, to assume control of the defence of any claim subject to indemnification hereunder, in which case you agree to cooperate fully and promptly in such defence, including furnishing all relevant documents, testimony, and access as may be required.

9.5 Cumulative Remedies

The rights and remedies provided under this Indemnity are in addition to, and not in limitation of, any other rights, remedies, or recourse available under law, equity, or contract.

10. Confidentiality & Data Protection

10.1 Confidentiality of Information

We recognise and respect the importance of maintaining the confidentiality of all information provided by you in the course of availing our Services.

All personal, financial, transactional, or proprietary information ("Confidential Information") disclosed by you shall be kept strictly confidential and shall not be disclosed, shared, sold, or used for any purpose other than the provision of Services, except as permitted under these Terms or required under Applicable Law.

We shall take all reasonable steps to ensure that Confidential Information is handled securely and protected against unauthorised access, disclosure, alteration, or destruction.

10.2 Regulatory Disclosures

Confidentiality obligations shall not apply to disclosures required to be made under Applicable Law, including but not limited to:

- (a) the Securities and Exchange Board of India (SEBI) and its authorised officers;
- (b) the Financial Intelligence Unit - India (FIU-IND) in compliance with obligations under the Prevention of Money Laundering Act, 2002;
- (c) the Reserve Bank of India (RBI) or any other statutory or regulatory authority;
- (d) any competent court, tribunal, or judicial authority; or
- (e) governmental, taxation, or enforcement agencies lawfully entitled to seek such information.

You expressly consent to such disclosures and agree that we shall not be held liable for any consequences arising out of such lawful disclosures.

10.3 Data Protection & IT Act Compliance

We process and store information in accordance with the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and other Applicable Laws.

We adopt industry-standard security practices, administrative safeguards, and technical measures designed to protect Confidential Information against unauthorised access, misuse, or breach.

10.4 Use of Electronic Systems

You acknowledge that communication, storage, and transmission of data over the Internet and electronic systems are inherently insecure and subject to risks of interception, hacking, malware, or unauthorised access.

We disclaim liability for any loss, damage, or expense suffered by you due to cyber incidents, system failures, denial-of-service attacks, or breaches beyond our reasonable control, despite adoption of industry-standard protections.

10.5 Data Retention

We may retain Confidential Information for as long as necessary to comply with Applicable Law, regulatory obligations, tax requirements, or for legitimate business purposes, after which such information shall be securely archived or destroyed.

Upon termination of Services, we shall not be obliged to return data or records already submitted to SEBI, regulators, or stored as part of compliance obligations.

10.6 Client Consent

By using our Services, you expressly consent to:

- (a) the collection, processing, storage, and use of your Confidential Information for the purposes of providing Services;
- (b) cross-border storage or transmission of data, if required, subject to Applicable Law; and
- (c) our reliance on third-party service providers (such as IT vendors, cloud service providers, data processors, or payment gateways) who may process your data on our behalf, subject to confidentiality obligations.

10.7 Survival

The obligations relating to Confidentiality and Data Protection under this Section shall survive termination, suspension, or discontinuation of the Services and remain enforceable to the fullest extent permitted by law.

11. Third-Party Data & Platforms

11.1 Use of External Sources

Our Services may, from time to time, rely upon, integrate with, or display information sourced from third-party data vendors, stock exchanges, depositories, credit rating agencies, market feeds, application programming interfaces (APIs), software platforms, financial news providers, payment gateways, or other external systems (collectively, "Third-Party Systems").

Such Third-Party Systems are not owned, controlled, or operated by us, and we make no representations or warranties regarding their accuracy, reliability, continuity, timeliness, or availability.

11.2 No Endorsement

References, links, or access to Third-Party Systems shall not be construed as an endorsement, sponsorship, recommendation, guarantee, or validation by us of such systems, their operators, or their data.

Any reliance by you on such systems or their information shall be at your sole discretion and risk.

11.3 Disclaimer of Liability

We expressly disclaim liability for any direct, indirect, incidental, consequential, or special loss or damage suffered by you arising out of or in connection with:

- (a) errors, inaccuracies, delays, or omissions in Third-Party Systems;
- (b) downtime, interruptions, cyber incidents, or unavailability of Third-Party Systems;
- (c) discontinuation, suspension, or withdrawal of Third-Party Systems by their providers; or
- (d) reliance placed by you on data, information, or services obtained from such Third-Party Systems.

11.4 Client Responsibility

You acknowledge and agree that:

- (a) use of Third-Party Systems may be subject to separate terms, conditions, and privacy policies imposed by the respective providers, and you shall comply with the same;
- (b) you are solely responsible for verifying the accuracy, completeness, and reliability of any data obtained from such Third-Party Systems before acting upon it; and
- (c) we shall not be liable for your inability to access, use, or rely upon any Third-Party Systems.

11.5 Force Majeure in Relation to Third-Party Systems

Any failure, disruption, or non-availability of Services caused wholly or partly due to failure or breakdown of Third-Party Systems shall be treated as a Force Majeure Event under these Terms, and we shall not be held liable for the same.

12. Force Majeure

12.1 Definition of Force Majeure

For the purposes of these Terms, a "Force Majeure Event" means any event or circumstance, or combination of events or circumstances, that is beyond our reasonable control, which prevents or materially delays our ability to perform our obligations under these Terms, including but not limited to:

acts of God, natural disasters, earthquakes, floods, cyclones, storms, or fires;
epidemics, pandemics, public health emergencies, or government-imposed lockdowns;
strikes, lockouts, labour disputes, or industrial actions;
wars, armed conflicts, civil commotions, riots, or acts of terrorism;
cyber-attacks, hacking, malware, denial-of-service attacks, or other malicious technological events;
system breakdowns, power outages, or failures of telecommunications or Internet infrastructure;
regulatory actions, changes in law, suspension of securities markets, exchange or depository shutdowns, trading halts, or orders by competent authorities.

12.2 Exemption from Liability

We shall not be held responsible, liable, or deemed in breach of these Terms for any failure, delay, or non-performance of our obligations that is directly or indirectly caused by, or arising from, a Force Majeure Event.

12.3 Notification & Mitigation

If a Force Majeure Event occurs, we shall use commercially reasonable efforts to notify you of the occurrence of such event and its expected impact on our performance.

We shall make reasonable efforts to mitigate the impact of such Force Majeure Event, but shall not be obligated to perform obligations that are rendered impossible, illegal, or impracticable by such event.

12.4 Suspension of Obligations

During the continuation of a Force Majeure Event, our obligations under these Terms shall be deemed suspended to the extent and for the duration that performance is prevented or delayed by such event.

12.5 Termination for Prolonged Force Majeure

If a Force Majeure Event continues for a period exceeding thirty (30) consecutive days, either party may terminate the Services by providing written notice, without liability to the other party, save for obligations that expressly survive termination.

12.6 Survival

The provisions of this Force Majeure clause shall survive termination of the Services to the extent necessary to absolve us from liability arising out of such events.

13. Regulatory Cooperation

13.1 Regulatory Oversight

You expressly acknowledge that we are subject to continuous regulation, supervision, and inspection by the Securities and Exchange Board of India (SEBI), and may also be required to cooperate with other statutory authorities such as the Reserve Bank of India (RBI), the Financial Intelligence Unit - India (FIU-IND), stock exchanges, depositories, income tax authorities, or any other competent authority under Applicable Law.

13.2 Disclosure of Information

You agree and consent that we may, without prior notice to you, disclose, share, or submit any information, document, report, or record relating to you, your transactions, or your engagement with us, to SEBI or any other competent authority, in the event such disclosure is:

- (a) required under Applicable Law;
- (b) mandated pursuant to an order, notice, summons, or directive from a statutory, regulatory, or judicial authority;
- (c) necessary in connection with a regulatory inspection, investigation, enforcement action, or audit; or
- (d) required to be filed as part of statutory reporting obligations under SEBI regulations, PMLA, FEMA, or taxation laws.

13.3 Client Obligations

You agree to fully cooperate with us in providing any additional information, records, declarations, or documents that may be reasonably required in order to comply with our obligations to SEBI or any other authority.

You further agree not to obstruct, delay, or interfere with any regulatory inspection, inquiry, or request for information.

13.4 No Liability for Regulatory Disclosures

You acknowledge and agree that we shall not be liable to you for any consequences, losses, or damages arising out of or in connection with disclosures made in good faith to regulators, authorities, or courts, as required under Applicable Law.

Any such disclosure shall not constitute a breach of confidentiality or data protection obligations under these Terms.

13.5 Survival

The obligations under this Section shall survive termination of the Services and remain enforceable for as long as may be required under Applicable Law.

14. Termination & Survival

14.1 Termination by Either Party

Either party may terminate the Services at any time by providing written notice in accordance with the notice period specified in the Client Agreement or as otherwise mutually agreed.

Termination shall not absolve you from payment obligations in respect of fees that are already due or accrued up to the date of termination.

14.2 Termination by Us (For Cause)

We reserve the right, in our sole discretion, to suspend or terminate the Services, in whole or in part, immediately and without prior notice, if:

- (a) you commit a breach of these Terms, the Client Agreement, or any Applicable Law;
- (b) you default in making payment of fees or statutory dues;
- (c) you misuse, abuse, or attempt to misuse the Services, including for fraudulent or illegal purposes;
- (d) you fail to provide accurate, complete, or updated information required for risk profiling, KYC, or compliance purposes;
- (e) we reasonably believe that continuing to provide Services may expose us to reputational, regulatory, or legal risk.

14.3 Termination by Operation of Law

The Services shall automatically terminate, without need for notice, if:

- (a) you are declared insolvent, bankrupt, or enter into liquidation proceedings; or
- (b) continuation of Services becomes unlawful, impossible, or impracticable due to a change in Applicable Law, SEBI directive, or regulatory prohibition.

14.4 Consequences of Termination

Upon termination:

- (a) all rights granted to you under these Terms shall immediately cease;
- (b) any fees due or payable shall become immediately due and payable;
- (c) we shall not be obliged to refund any fees except as mandated by law; and
- (d) we may retain such records and information relating to you as may be required under SEBI regulations, PMLA, tax laws, or other Applicable Law.

14.5 Suspension of Services

In addition to termination rights, we may temporarily suspend access to the Services, in whole or in part, for purposes including but not limited to:

- (a) maintenance, upgrades, or technical reasons;
- (b) regulatory inspections, directions, or investigations; or
- (c) suspected misuse, breach, or non-compliance pending investigation.

14.6 Survival of Provisions

The termination or expiry of Services shall not affect rights or obligations that:

- (a) have accrued prior to such termination; or
- (b) by their nature are intended to survive.

Without limitation, the following provisions shall survive termination: Representations & Warranties, Risk Disclaimers, Confidentiality & Data Protection, Intellectual Property Rights, Limitation of Liability, Indemnity, Third-Party Data & Platforms, Regulatory Cooperation, Governing Law, Dispute Resolution, Notices, and Survival.

15. Investor Charter & Grievance Redressal

15.1 Investor Charter

In accordance with SEBI circulars (SEBI/HO/IMD/IMD-I/DOF1/P/CIR/2021/620 and SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2021/619, both dated November 17, 2021), every SEBI Registered Investment Adviser (RIA) and Research Analyst (RA) is required to prominently display the Investor Charter on their website and share it with clients.

The Investor Charter sets out the rights and responsibilities of investors, the obligations of advisers/analysts, timelines for grievance redressal, and disclosures required under SEBI regulations.

Our Investor Charter is available on our website at www.growsin.com, and it is hereby incorporated into and forms an integral part of these Terms.

15.2 Grievance Redressal Mechanism

We are committed to resolving all investor/client grievances in a transparent, timely, and effective manner.

Complaints, queries, or grievances may be escalated as follows:

- (a) Level 1 - Internal Redressal: You may first contact our Compliance Officer:

Name: Murali krishna sivvala

Email: compliance@growsin.com

Phone: 8500660421

Address: Door No. 14-1-3/5, 2nd Floor, Donkada Colony, Aganam, Gajuwaka Mandal, Visakhapatnam District, VISAKHAPATNAM, ANDHRA PRADESH, 530046

- (b) Level 2 - SEBI SCORES: If you are not satisfied with our response or do not receive a response within the prescribed time, you may escalate the complaint to SEBI through the SEBI Complaints Redress System (SCORES) portal at <https://scores.gov.in>

15.3 Acknowledgment & Resolution Timelines

All complaints shall be acknowledged by us within two (2) working days of receipt.

A final response and resolution shall be provided within thirty (30) days of receipt of the complaint.

If additional time is required due to complexity of the matter or external dependencies, you will be informed of the reasons for delay and expected resolution timeline.

15.4 Escalation to Arbitration

If the complaint remains unresolved after exhausting the above process, you may pursue remedies available under law, including recourse to arbitration in accordance with Section 16 (Governing Law, Dispute Resolution & Jurisdiction) of these Terms.

15.5 Regulatory Cooperation

You acknowledge that all grievances and their redressal status may be subject to SEBI's supervision and periodic reporting requirements.

We shall cooperate fully with SEBI and other regulators in providing data, records, and explanations in connection with any complaint filed by you.

16. Governing Law, Arbitration & Jurisdiction

16.1 Governing Law

These Terms, together with all agreements, disclosures, and policies forming part of the Services, shall be governed by and construed strictly in accordance with the laws of India, without regard to conflict of law provisions.

All obligations, rights, and remedies of the parties shall be subject to Applicable Law, including but not limited to the Securities and Exchange Board of India Act, 1992, the Arbitration and Conciliation Act, 1996, the Indian Contract Act, 1872, and other laws, rules, and regulations as amended from time to time.

16.2 Dispute Resolution - Amicable Settlement

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the Services, the parties shall first attempt in good faith to resolve the dispute through amicable consultation and negotiation within a period of fifteen (15) days from the date one party notifies the other in writing of such dispute.

16.3 Arbitration

If the dispute is not resolved amicably within the period specified above, the same shall be referred to and finally resolved by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments thereto.

The arbitration shall be conducted as follows:

(a) The tribunal shall consist of a sole arbitrator mutually appointed by both parties. In the event the parties fail to agree upon the arbitrator within fifteen (15) days, the arbitrator shall be appointed in accordance with the rules of the Arbitration and Conciliation Act, 1996.

----The seat and venue of arbitration shall be **VISAKHAPATNAM**

(b) The arbitration proceedings shall be conducted in the English language.

(c) The arbitral award shall be final, conclusive, and binding on the parties, and may be enforced in any court of competent jurisdiction in India.

16.4 Jurisdiction of Courts

Subject to the provisions of arbitration above, the courts at VISAKHAPATNAM shall have exclusive jurisdiction over any proceedings arising out of or relating to these Terms.

You expressly waive any right to object to such jurisdiction on grounds of forum non conveniens or otherwise.

16.5 Interim Relief

Notwithstanding anything contained herein, either party may approach the competent courts at visakhapatnam for interim or injunctive relief in aid of arbitration, pending constitution of the arbitral tribunal or during arbitral proceedings.

16.6 Survival

This Section shall survive termination, suspension, or expiry of the Services and remain enforceable until all disputes are fully and finally resolved.

17. Miscellaneous

17.1 Entire Agreement

These Terms, together with the SEBI-mandated disclosures, the Investor Charter, the Client Agreement, fee schedules, policies, and any other documents expressly incorporated herein by reference, constitute the entire agreement between you and us with respect to the Services.

They supersede all prior or contemporaneous understandings, communications, representations, or agreements, whether written or oral, relating to the subject matter.

17.2 Amendments & Notice

We reserve the right, at our sole discretion, to amend, modify, or update these Terms at any time.

Any such amendments shall be effective immediately upon being posted on our official website or platform, unless otherwise stated.

Continued use of the Services after such amendments shall constitute your deemed acceptance of the revised Terms.

It is your responsibility to periodically review these Terms for updates.

17.3 Notices

All communications, notices, or legal process required under these Terms shall be deemed valid if:

- (a) delivered personally;
- (b) sent by registered post or courier service to the registered address; or
- (c) sent by electronic mail to the email address provided by either party.

Electronic communications from us to you shall be deemed sufficient and valid notice, unless Applicable Law requires otherwise.

17.4 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitral tribunal of competent jurisdiction, such provision shall be deemed severed and the remaining provisions shall continue in full

force and effect.

17.5 Waiver

No failure, delay, or omission by us to enforce or exercise any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of such right preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

17.6 Assignment

You shall not assign, transfer, delegate, or otherwise dispose of your rights or obligations under these Terms without our prior written consent.

We may assign, transfer, or novate our rights and obligations under these Terms, in whole or in part, to any successor, affiliate, or legal entity established for continuation of Services, without requiring your prior consent.

17.7 Survival

Without prejudice to any other provisions intended to survive, the following Sections shall expressly survive termination, suspension, or expiry of the Services: Client Representations, Risk Disclaimers, Confidentiality & Data Protection, Intellectual Property Rights, Limitation of Liability, Indemnity, Third-Party Data & Platforms, Regulatory Cooperation, Termination & Survival, Governing Law & Dispute Resolution, Notices, and Miscellaneous.

17.8 Interpretation Priority

In the event of any conflict between these Terms and any other document (including disclosures or policies), these Terms shall prevail to the extent of such inconsistency, unless otherwise expressly required by SEBI regulations or Applicable Law.

18. Contact Information

For any queries, clarifications, grievances, or official communications relating to the Services, you may contact us at the details provided below:

Growsin

(Operated by: Mr. MURALI KRISHNA SIVVALA)

SEBI Registered Investment Adviser AND SEBI Registered Research Analyst (RA) Reg. No.: INH000023667

Compliance Officer:Mr. MURALI KRISHNA SIVVAL

Email: compliance@growsin.com

Phone: [8500660241](tel:8500660241)

Registered Office Address: Door No. 14-1-3/5, 2nd Floor, Donkada Colony, Aganam, Gajuwaka Mandal, Visakhapatnam District., VISAKHAPATNAM,ANDHRA PRADESH, 530046

Official Website: www.growsin.com