

## TERMS AND CONDITIONS FOR API ACCESS of Mirae Asset Capital Markets (India) Private Limited

**Commented [1]:** mask mcp instead of apis in the doc everywhere

I/We wish to avail of the ..... Interface (MCP Tool) access by whatever name called from Sharehan Limited ("MASK") pertaining to availing the facility of MASK that assists in enabling clients to integrate any MCP/AI based Tools of their choice and requirement with the MASK trading platform whether via masks APP/website or any other platform of online trading . This includes the assistance to integrate my access to MASK platform with any other third party platform/tool etc for customizing my personal trading and investment requirements/ experience with my own absolute discretion and free will having no liability whatsoever attached to MASK. I hereby fully understand and agree to be bound by and abide by the following understanding and Terms and Conditions:

1. I/We shall be required to provide information/details/documents/records (physical or electronic) relating to any such actions of mine including but not limited to trading or incidental thereof within the prescribed time to Mirae Asset Capital Markets (India) Private Limited.
2. I/We am/are aware of the risks associated with the market and the financial instruments being traded on stock exchanges. I am responsible for complying with laws, rules, regulations, notifications, etc. issued by regulatory authorities as may be applicable from time to time. I shall place reliance on and /or use the said MCP/AI Tools at my own risk and consequences. I declare that all my trading decisions taken on the basis of such tools are my own responsibility.
3. The aide provided by Mirae Asset Capital Markets (India) Private Limited under this facility is meant only to be used for customising/enhancing my own personal trading and investment experience/requirements. Development of trading platforms are bound by various norms and regulations stipulated by SEBI and Exchanges. I may be required to discontinue my usage of the MACM interface if so required by Mirae Asset Capital Markets (India) Private Limited / regulators, without any reason assigned therefor.
4. I/We will only access (or attempt to access) any such tools by the means described in the documentation of such tools readwith MACM instructions on their platform/app or as instructed by Mirae Asset Capital Markets (India) Private Limited at any time. Any circumvention of the instructions may result in the termination of your ability to integrate such tools with your accesses as a client of MACM , forthwith.
5. I/We am/are aware that authentication technologies and strict security measures are required for routing orders through any such facility and undertake to ensure that the my password as a client and/or hi representative are not revealed to any third party. In any event any leakage of any of my passwords/data leading to any consequences are solely my responsibility and I hereby confirm I understand that MACM is in no way related or connected to such issues of data leakage/hacking/breach etc.
6. Mirae Asset Capital Markets (India) Private Limited may set limit on my use of the said facility (for instance, limiting the number of requests sent to a particular AI tool etc) manually or via automated checks. Further I understand that all my trading related activities continue to be governed by the terms

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and conditions accepted by me at time of opening my dmat/trading account with MACM and the RMS policy of MACM will at all times continue to be applicable to all my trades. The Threshold Order Per Second (TOPS) not exceeding 10 orders per second in accordance with regulatory requirement will be applied to all my orders irrespective of which mode /platform is used.

7. If client is sending more than 10 order per second, these orders might get rejected depending upon company policy and procedures. If client is intended to send more than 10 orders per second, then they need to approach exchanges / regulators to get their strategies approved. Once approved the exchange will issue Algo ID which the client need to submit to Mirae Asset Capital Markets (India) Private Limited.

8. I am aware that if I am using AI tool, I will need to be sure that such modes are allowed by SEBI and exchanges / regulators. I understand that the AI tool needs to be integrated with the interface of the trading member, and any disputes that arise between myself and the AI tool provider will not be the obligation of the trading member in any way whatsoever.

9. I/We am aware that Any Market Orders placed using such facility will get rejected.

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10. The AI based tools are non-exclusive.

11. By using the AI/MCP Tools, I agree that Mirae Asset Capital Markets (India) Private Limited may monitor, track, and record all interactions and requests happening via said route.

12. I/We declare that I am the end user of the data so received from Mirae Asset Capital Markets (India) Private Limited through connectivity to any such MCP/AI tools with Mirae Asset Capital Markets (India) Private Limited's software.

13. I/We shall not provide access of Data through the All/MCP Tools or access of the tool itself to any other person and /or share such Data / access with any other person. I understand that I am being permitted access to this facility solely for my trading convenience and use and enabling or facilitating use by any other person, without prior written consent from Mirae Asset Capital Markets (India) Private Limited, shall be treated as 'unauthorized transmission' and I shall be liable to necessary action, including payment of damages to Mirae Asset Capital Markets (India) Private Limited, as may arise.

14. I/We am aware that Algorithmic trading i.e. generation of orders using automated execution logic is governed by Algorithmic trading guidelines/circulars issued by SEBI and Exchanges and requires prior registration of the exchanges. I shall ensure that new algorithms and changes to existing approved algorithms are not used through the API/ALGO PROVIDER facility without prior approval of concerned stock exchanges.

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15. Mirae Asset Capital Markets (India) Private Limited its affiliates/parent company the directors, managers, officers, vendors, employees or agents of Mirae Asset Capital Markets (India) Private Limited or the Exchange shall not be liable or responsible for non-execution of the orders of the client placed using the such above mentioned tools integration facility due to any link/system failure at the client/ Broker/exchange(s) end. Any technical glitch that arises/occurs at the end of any such AI Tool provider shall be solely my responsibility and MACM shall not in any manner be either responsible to report to me or anyone such technical glitches nor will MACM be responsible directly or indirectly for any losses/liabilities/issues arising from any technical or other glitch at the AI Service provider end or at my end.

16. The AI response and account access times may vary/be unpredictable or erroneous 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 technical delay, account access and trade executions etc.
17. The uptime and availability of such facility may be affected by technical or other factors within or outside of Mirae Asset Capital Markets (India) Private Limited's control, or unforeseen circumstances or natural disasters. Mirae Asset Capital Markets (India) Private Limited 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, Mirae Asset Capital Markets (India) Private Limited excludes all warranties and guarantees.
18. I/We undertake responsibility for any losses, costs or liabilities required to be incurred by Mirae Asset Capital Markets (India) Private Limited on account of my misuse of the said AI/MCP based tools or any violation of the Terms and Conditions contained herein or any content / data routed into or used by me.
19. I/We acknowledge that all orders placed by me through the said facility would be validated by the risk management system of Mirae Asset Capital Markets (India) Private Limited. Mirae Asset Capital Markets (India) Private Limited has the right to accept or reject any order placed by the client at its sole discretion. Commented [8]: risk management system?!
20. I/We undertake to ensure that the AI/MCP tools are not used for any manipulative or unfair trading practices or for the intent of making gains / avoiding losses by practices that result in market abuse or which cause detriment to the interest of other investors in the market. I undertake to trade honestly without disrupting the integrity of the market.
21. I/We shall not use of such facility to engage in any form of market misconduct including insider trading and market manipulation or conduct that is otherwise in breach of applicable laws, rules and regulation.
22. In particular, Mirae Asset Capital Markets (India) Private Limited shall not be liable for any non-performance including but not limited to delays, interruptions, inaccuracies, errors or omissions in transmission through the API, arising due to any kind of event, including but not limited to technical glitches, power failures, mechanical / electrical / telephone / other transmission break-downs, network downtimes, malfunction of any computer and/ or data transmission or receiving apparatus and/ or auxiliary equipment, and Force Majeure events (which means and includes wars, insurrections, revolution, fires, floods, epidemic/pandemics, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and any concerned State Government and such other acts or events beyond the control of Mirae Asset Capital Markets (India) Private Limited within or outside India).
23. The client shall be solely responsible for all acts or omissions of any person using such facility mentioned hereinabove and shall be bound to accept and settle all transactions executed through the facility provided by Mirae Asset Capital Markets (India) Private Limited notwithstanding that such order(s) may have been submitted erroneously or by an unauthorized user, or that its data is inaccurate or incomplete when

submitted, or the client subsequently determines for whatever reason that the order should not have been submitted. MACM decision on this is final and non-challangable.

24. Mirae Asset Capital Markets (India) Private Limited may, at its discretion, terminate, suspend, discontinue, halt or interrupt, wholly or partially, temporarily or permanently, the provision of this facility, envisaged under these terms and conditions, without any intimation to me or my prior consent and without assigning any reasons therefor and I may have to revert to the traditional means of order placement or other Internet Based Trading avenues offered by Mirae Asset Capital Markets (India) Private Limited.

25. Mirae Asset Capital Markets (India) Private Limited shall have the right to withdraw the facility in case of:-

- a. Breach of the limits imposed by the broker or any regulatory authority.
- b. On account of any misuse of the said facility by the client or on instructions from SEBI/Exchanges.
- c. Any other reason, at the discretion of the broker
- d. Mirae Asset Capital Markets (India) Private Limited shall not be liable to give reasonable notice to the client in such instances.

26. In case I want to deactivate this facility, I can ..... I understand that on account of time interval between my instruction to stop this facility and actual stoppage of this facility, there may be some pending transactions entered by me and I agree to be bound by and honour all obligations arising out of the continuation to this such actions/trades pending. I shall ensure that this facility/aide provided by Mirae Asset Capital Markets (India) Private Limited is used only to execute my trades/ help me with my requirements and shall not be used for transactions on behalf of any other person / entity. I understand that any trades done without compliance to all applicable regulations shall render the trading member blameless with respect to any issues that arise out of the trades executed by clients such as me. Further the static IP provided by the trading member shall be used by me only for myself and my family (family as defined in SEBI circular SEBI/HO/MIRSD/MIRSD-PoD1/P/CIR/2024/169 dated 3 December 2024.) and no one else. I hereby undertake that any usage by any other individual/entity other than my Family and/or myself will be an unauthorised use of the trading members platform and is liable for penal action by trading member including but not limited to non-execution/cancelation of trades , cancelling my static ip and terminating me immediately as a client with no further obligations on the trading member whatsoever.

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27. I/We undertake to provide a written request / email from registered email / request using 2FA validation to Mirae Asset Capital Markets (India) Private Limited for initaing this facility.

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**Commented [12]:** no need for that ig ?

28. Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities have no involvement in the creation, deployment, management, modification, alteration of any of these third-party service providers/algo trading providers/ AI platforms offered. Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities do not guarantee or have not checked the veracity of the registrations of these third-party service providers/algo trading providers/ AI based tools or platforms. Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities have no ownership/beneficial interest in such

third-party service providers/algo trading providers/ AI based tools or platforms. Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities disclaims any and all liability, including any express or implied warranties, whether oral or written, for such third-party services/ algo trading providers/ platforms. The customer acknowledges that no representation has been made by Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities as to the fitness or security of the third-party service providers/algo trading providers/ AI based tools or platforms for the customer's intended purpose. Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities disclaims any adverse outcome of any strategy chosen by the client & executed through the third-party service providers/algo trading providers/ AI based tools or platforms and /or any advice/recommendation provided by such third-party service providers/algo trading providers/ AI based tools or platforms. Customers may choose to use or deal with these third-party service providers/algo trading providers/ AI based tools or platforms purely at their own free will exercising independent judgment/discretion and strictly on their own assessment of the risks involved therein without any claim or recourse against Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities.

29. I am aware that I will have no recourse against Mirae Asset Capital Markets (India) Private Limited or the Exchange Grievance Redressal Mechanism for any failure /error of any output ,as well as losses arising on account of use of usage of any recommendations/advise/output etc of any AI based tools.
30. In case of any issue with usage of such third-party service providers/algo trading providers/ AI based tools or platforms due to technical glitches /server outages leading to any resultant loss to me/us, I/we understand that Mirae Asset Capital Markets (India) Private Limited /affiliates/group will not be liable or responsible in any way.
31. I/We am/are fully aware of the risks of transmitting orders to the Mirae Asset Capital Markets (India) Private Limited's API/ALGO PROVIDER facility through third party/ vendor systems or service providers and the Broker is not responsible for such risks.
32. The client shall **notify Mirae Asset Capital Markets (India) Private Limited in the event of any AI tool based facility being compromised. Upon receipt of this notice, client's login access facility shall** be promptly disabled but the client shall continue to be responsible for any misuse of the facility or any orders placed through the API/ALGO PROVIDER facility as a result of the compromise of the facility at their end. Mirae Asset Capital Markets (India) Private Limited shall not be liable for any loss, liability or cost whatsoever arising as a result of any unauthorized use of such MCP/AI tool based facility at the client's end.
33. In case of any recourse and/or communications with or from any third-party service providers/algo trading providers/ AI based tools or platforms, I understand that I have to liaise directly with such third-party service providers/algo trading providers/ AI based tools or platforms.
34. In case of any sudden discontinuation of services from any third-party service providers/algo trading providers/ AI based tools or platforms I/we understand that Mirae Asset Capital Markets (India) Private Limited /affiliates/Group will not be liable/responsible.

35. I/We shall be responsible for ensuring that, only persons authorized by me shall access and use the said API tools which are integrated with the interface provided by the Mirae Asset Capital Markets (India) Private Limited. All orders originating from such facility / system shall be deemed to be authorized by the client.

36. I hereby agree that court of Mumbai shall have the exclusive jurisdiction to resolve any dispute arising from anything relating to these terms and conditions between me and MACM.

37. I/We am fully aware that static IPs can be shared between clients provided such clients belong to one family.

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38. I/We am aware that in the event of winding-up or insolvency or otherwise becoming incapable of settling my obligation, Mirae Asset Capital Markets (India) Private Limited may close out the transaction of the client as permissible under byelaws, rules, regulations of the exchanges. I/We shall continue to be liable for any losses, costs, damages arising thereof.

39. The customer confirms that by using the AI tools /API services the customer establishes a contractual relationship with the AI tool based service provider and becomes by his own choice a client of the AI tool service provider and any matter / issue/problem that occurs while using the product and services of said service provider(s) shall be a matter of dispute/understanding strictly between the Customer and his Service provider and Mirae Asset Capital Markets (India) Private Limited shall have no obligation or liability for any such dispute/ glitch/ problem etc whatsoever.

40. I/We hereby confirms that he/she understands that the arrangement between that of Mirae Asset Capital Markets (India) Private Limited and the said AI tool service provider is a commercial arrangement of facilitation and Mirae Asset Capital Markets (India) Private Limited in no way represents or endorses the Service Provider. Mirae Asset Capital Markets (India) Private Limited /affiliates/group entities can provide/add/modify/delete/de-activate/block/able/dis-able any service facility or execution mechanism at its sole discretion without any intimation to me or my prior consent and without assigning any reasons therefor.

41. This document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of any other provisions of this document. Any additional terms and conditions should not be in contravention with rules/regulations/byelaws/circulars of the relevant authorities including applicable stock exchanges as amended from time to time.