# 

# 

# Terms and conditions

### **Royal Monarch**

This page contains important information regarding the terms and conditions which apply to account with Royal Monarch Finserv Private Limited. (hereinafter referred to as Royal Monarch). Royal Monarch, being an Authorized Person of NSE and BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No.: BSE: AP; NSE (CASH / F&O / CD): AP2069120373; MCX - Commodity: MCX/AP/136488; DP: NSDL/CDSL-IN-DP-365-2018; For any complaints email at care@royalmonarch.in. Trading on your account will be enabled through Sharekhan Ltd., a member of NSE and BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No. INZ000171337 for Cash/Derivatives/Currency Derivatives segments of NSE & BSE. a member of MCX (Registration No. 56125) and having SEBI Registration Number INZ000171337. The Depository services for your account will be enabled through Sharekhan Limited, a Depository Participant using NSDL/CDSL as the Depository having SEBI Registration no.: IN DP – 365-2018. Access to your account and the usage of your account is subject to your compliance with all the terms and conditions set forth herein, read along with all documents, including but not limited to; applications forms and undertakings, signed by you during account opening. Please read this page carefully and retain it for future reference.

The website is owned, operated and maintained by Royal Monarch Finserv Private Limited (hereinafter referred to as “Royal Monarch”), a Company incorporated under the Companies Act, 2013 having CIN: U67200GJ2019PTC111575, and having its Registered Office at Royal Monarch Finserv Private Limited, B-3 Anupam Colony, Opp – D Mart, Bapunagar, Ahmedabad - 382350. Tel: 079-484 66 22. Please note that the information contained herein is subject to change without notice.

### **General terms and conditions**

Before availing of services, the Client shall complete the registration process as may be prescribed from time to time. The Client shall follow the instruction given in the website for registering himself as a client.

The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the web site of Royal Monarch. The Client will not hold nor seek to hold Royal Monarch or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost of damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the web site, literature, brochure issued by Royal Monarch or any other agency appointed/authorized by Royal Monarch. The Client should seek independent professional advice regarding the suitability of any investment decisions.

### **Security precaution and password**

Royal Monarch will provide the client with a username and a trading password which will enable them to avail of the facilities of Online Trading through the Sharekhan website, over the telephone or in any such other manner as may be permitted by Sharekhan Limited for availing of the services. Royal Monarch and Sharekhan may also provide the client with the username and password for accessing its back-office for various reports, etc. All terms regarding the use, reset and modification of such password shall be governed by information on the websites of the respective authorities.

Our trading terminal system have a stringent Two-Factor authentication (2FA) secure system for every client to enter into their login ID using their Client ID and Password, along with a 6 digit PIN OR Authentication via apps such as Google Authenticator set by the Client himself/herself. This 2FA mechanism is set in place as per SEBI & Exchange guidelines with respect to Internet Based Trading Rules.

Any Password can be reset by You at any point of time, by selecting the ‘Forgot Password’ link under the login area. As soon as You select the ‘Forgot Password’ link, a reset link is sent to Your registered email ID, where the same process of setting a unique password is followed.

The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all transactions done by any person whosoever through Royal Monarch’s Online Transaction System using the Client’s Username and/or Password whether or not such person was authorized to do so.

The Client shall immediately inform Royal Monarch of any unauthorized use of the Client’s Username or Password with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorizedly used, the transactions effected pursuant to such unauthorized use, etc.

The Client acknowledges that he is fully aware of and understands the risks associated with availing of online services through internet including the risk of misuse and unauthorized use of his Username and/or Password by a third party and the risk of a person hacking into the Client’s account on Royal Monarch’s Online System and unauthorizedly routing transactions on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his Password and/or Username and also for any and all acts done by any person through Royal Monarch’s Online Transaction System on the Client’s Username in any manner whatsoever.

Without prejudice to the provisions mentioned herein above, the Client shall immediately notify Royal Monarch in writing with full details if: he discovers or suspects unauthorized access through his Username, Password or Account, he notices discrepancies that might be attributable to unauthorized access, he forgets his password or he discovers a security flaw in Royal Monarch’s Online Transaction System.

### **Transactions**

All transactions except for purchase, sale or other dealings in securities and other instructions are routed through the Royal Monarch’s Online Transaction System via the Client’s Username shall be deemed to have been given by the Client.

The client agrees to provide information relating to customer user identification number, and such other information as may be required while making the transaction on the telephone to determine the identity of the client.

The transactions and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Royal Monarch’s Provisions.

### **Online account opening**

Online account opening using AADHAAR/PAN is currently available only for residents of India opening accounts for an individual (HUFs, corporate bodies, NRIs, etc., Subject to Approval by Royal Monarch).

Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.

### **Fees and brokerage**

The Client agrees to pay Royal Monarch any Management fees, Performance fees, service tax and other taxes and transaction charges as agreed upon and due from time to time, as applied to such Client's account, transactions, and trading ledger by Royal Monarch, for the services that the Client receives from Royal Monarch.

All fees, taxes, and charges on Royal Monarch’s platform are subject to change from time to time, subject to complying with rules prescribed by the Exchanges and SEBI, at Royal Monarch’s discretion, with due notification to the Client. Each time there is any change with respect to fees, charges, and brokerage, Royal Monarch would notify all Clients by an email and/or SMS to their registered email ID and contact number with all details, along with the date of such changes being effective.

An updated schedule of charges, fees, towards applicable services provided by Royal Monarch along with taxes and other mandatory transaction charges is made available in the welcome letter.

### **Miscellaneous**

Royal Monarch does not warrant that the service will be uninterrupted or error-free. The service is provided in an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The client agrees that Royal Monarch shall not be held responsible for delays in transmission of orders due to breakdown of the system or failure of communication facilities either due to the fault of the systems of Royal Monarch or of the third parties or otherwise or for any other delay beyond the reasonable control of Royal Monarch due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of Royal Monarch.

All modifications to this Agreement shall be made solely at the discretion of Royal Monarch and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the website or in any other manner.

### **Indemnity**

In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, Royal Monarch may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

The client is aware that authentication technologies and strict securities measures are required for internet transactions and undertake to ensure that the password of the client and /or their authorized representatives are not revealed to any third party. The client also agrees to indemnify Royal Monarch from any loss, injury, claim or any action instituted against Royal Monarch arising from the misuse of the password by any party.

### **Force majeure**

Royal Monarch shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, lockdown, curfew, failure of the systems, failure of the internet links or government / regulatory action.

### **Severance**

In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.

### **Refund & cancellation policy**

The Refund & Cancellation policy for all payments made towards account opening or any other services using any mode of payment shall stand as under:

* The Fees paid towards account opening charges for enabling any of the services is non-refundable.
* Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.
* In case your account has not been opened by Team Royal Monarch, after the thirtieth day passing by from the day of collection of all necessary supporting documents and receipt of all due authorizations from you, you may request for a full refund of the charges as paid by you towards account opening.
* In case you have paid the charges relating to account opening multiple times, please create a ticket and we will initiate the necessary procedure to refund your money.

Note: The completion of the refund procedure is subject to agencies such as banks, payment gateways.

### **Notice**

All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and / or at the ordinary business address of the party to this agreement such as -

* By hand
* Delivery by post
* By registered post
* Under certificate of posting
* By email or fax
* By affixing it on the door at the last known business or residential address.
* By oral communication to the party or on the last known telephone number or on the recording machine of such number.
* By advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
* By notice posted on the notice board of the Exchange if no address is known. Any communication sent by Royal Monarch to the Client shall be deemed to have been properly delivered or served, if such communication is returned on Royal Monarch as unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address /residing address and / or at the ordinary business address of the party to this agreement.