

Voluntary Documents
(Mobile Trading / Internet Base Trading Activation Request)

Date :- _____

To
 IndiaNivesh Commodities Private Limited
 Lodha Supremus, 17th Floor, Senapati Bapat Marg,
 Lower Parel (West), Mumbai – 400 013

Subject – Activation of Mobile Trading / Internet Base Trading facility.

Dear Sir/Madam,

With reference to captioned subject I request you to activate below mentioned trading facility for my account in respective segment(s).

Trading Facility

☐ Mobile Trading ☐ Internet Trading

Trading Preference

☐ MCDX ☐ MCX

I have read and understood the risk and safety measures listed below and terms in rights and obligation documents under head

“INTERNET AND WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY COMMODITY BROKER TO CLIENT” provided with copy of account opening form and agree to adhere to them.

- I understand that password generation/reset and communication process is automatically done by the system at the request of client without manual intervention by trading member. The same is communicated to client on their registered email address and Mobile Trading number.
- I understand that communication of Mobile Trading / Internet Base Trading username & password in secured manner will be done through my registered Mobile Trading & mail ID so I will be responsible for any loss / damage occurred due to any reason whatsoever, including but not limited to trading and non-delivery of the same because of “Do Not Disturb” (DND) facility activate on my Mobile Trading No. My email address is _____ and Mobile Trading number is _____. I understand that you shall provide information with respect to the addresses of Internet web site/web page where detailed information would be available about securities trading done through the use of wireless technology.
- I understand that Mobile Trading / Internet Base Trading login ID and password communicated to me will be kept confidential and will not be disclose to anyone.
- I understand that password confidentiality is most important to prevent any unauthorized use to Mobile Trading / Internet Base Trading facility. So I will also responsible to keep such information secrete & confidential.
- I will not left device used for wireless trading in logged in status or (for mail or Mobile Trading / Internet Base Trading facility) unattended and will not disclose my email login ID and password to anybody.
- I understand that online transaction systems are vulnerable to various threats like hacking of accounts/ password etc. In case my account information get leaked or not received by me due to any reason whatsoever mentioned above, I will take immediate action to prevent further transaction. I will not hold trading member responsible for any loss or damaged caused by such events. I am aware that trading over internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and it is possible that the INCPL may become unavailable without notice. I also agree that the INCPL and the Exchange do not make any representation nor warranty that the Mobile Trading / IBT Service will be available to me at all times without any interruption. I agrees that I shall not have any claim against the Exchange and INCPL on account of any suspension, interruption, non-availability or malfunctioning of the INCPL System or Service or the Exchange’s service or systems for any reason whatsoever.
- I understand & acknowledge all the risks, responsibilities and liabilities associated with securities trading using wireless technology.
- I shall immediately inform **IndiaNivesh Commodities Pvt. Ltd. (INCPL)** in the following case:
 - a. discovers any flaw in the INCPL Mobile Trading/ IBT security system
 - b. discovers or suspects unauthorized access through his Mobile Trading/ IBT account
 - c. notices any discrepancies in use of Mobile Trading/ IBT account allotted.

- d. I does not, on the same day as the receipt or execution of an order by the INCPL, receive a message from the INCPL indicating that the order has been received or executed; I does not receive an accurate written confirmation of an execution; or receives confirmation of an order and/or execution which I did not place; or receives inaccurate information about his account balances or positions taken or transaction history along with all the particulars including the date, manner of use, the transactions effected, etc.
- In any of the above events, the INCPL will suspend trading through wireless technology and allot new user name, password or User identification Number or other identification or security code to me to secure the authenticity of the orders placed by me through my Mobile Trading/ IBT account on the Member's web site after resolution of matter.
 - I agree and undertake to immediately deposit with the INCPL such cash, securities of other acceptable security, which the INCPL may require as margin. The INCPL is entitled to require to keep permanently with him a margin of a specified value as long as the I desires to avail the facility of trading through Mobile Trading/ IBT system.
 - I understand and acknowledges that an instruction to modify or cancel an order placed on the trading system of the Exchange may not be carried out if a. the order was executed before such instruction was received by the INCPL Mobile Trading / IBT System or b. it was executed within a short time thereafter, which turns out to be insufficient for the INCPL Mobile Trading / IBT System to place a corresponding instruction in the Exchange's trading system prior to its execution
 - I understand that you shall send an online confirmation to me on my Mobile Trading/ IBT account upon the execution or cancellation of order placed by me using the Mobile Trading/ IBT service.
 - I understand that this activation form is supplemental to and does not supersede the Client registration document. Save and except as modified expressly or by implication by this document. I shall apply to transactions done through Mobile Trading/IBT system also.
 - I understand and shall abide by the Exchange requirements and the terms of the Mobile Trading / IBT service provided by the INSPL, in force from time to time.
 - I agree that INSPL will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the INCPL control.
 - I understand & agrees that the INCPL may at any time discontinue this Mobile Trading/ IBT facility by giving not less than 15 days notice. I may also at any time terminate this Mobile Trading/ IBT facility by not less than 15 days notice to the INCPL, provided that unless the INCPL otherwise permits, the constituent shall not be entitled to terminate this Mobile Trading/ IBT facility so long as any amount is payable by me to the INCPL.
 - I understand and acknowledge in the event of any provisions of this document being held to be or becoming invalid, unenforceable or illegal or any reason, this document shall remain otherwise in full force apart from the said provisions which will be deemed deleted.
 - I understand & agree that no forbearance, relaxation or inaction by INCPL at any time to require the performance of that or any other provision of this documentation or be considered to be a waiver of any right, unless specifically agreed in writing
 - I understand that you shall send the Order/Trade confirmation details on our existing E-mail id registered with IndiaNivesh Commodities Private Limited, on execution of order/trade on the ITOR/NEAT system, as the case may be. I agree that the information sent by you on our E-mail id would be deemed to be a valid delivery of such information by you. The aforesaid information regarding order and trade confirmation shall also be provided to me/us on the device used for securities trading through the use of wireless technology.
 - I declare that all the information provided while applying for Mobile Trading/ IBT facility are true and correct and are not misleading and I am aware that the INCPL agreed to provide the facility of trading through Mobile Trading/ IBT system on the basis of such information.
 - I understand that Mobile Trading / Internet Base Trading facility require use of online trading software, I agree to bear the rental of software, I request to debit the same to my trading account on monthly / quarterly / half yearly / annually basis at Rs. _____ p.a
 - Other condition if any _____

Signature of Branch Manager / Regional Head



Client's Signature