



## Terms & Conditions

**Proprietary Rights:** The Firm acknowledges that the software underlying the said systems are the legal property of the CDS. The permission given by the CDS to access the systems will not convey any proprietary or ownership rights in the above software. The Firm shall not attempt to modify, translate, disassemble, decompile, or reverse engineer the software underlying the systems or create any derivative product based on the software. The Firm acknowledges and agrees that all logos, custom graphics, trademarks, and URL related to CDS may not be copied or used without written consent of CDS.

**Safeguard:** Users who are given access to the system shall; - commit the username & password to memory and not record it in any form including written or electronic. – Keep the password confidential and do not reveal the same to a third party. – Not let an unauthorized person to have access to devices or leave them unattended while logged in to the system(s). The CDS is not responsible for any malicious programs including computer virus, problems or malfunctions resulting from a malicious application, or related problems that may be associated with accessing the internet. We recommend that you routinely update your virus guard software, apply all security patches for your operating system and install a host firewall on your Access Device.

**Liability:** The CDS shall under no circumstances be liable to the user,

- If the access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure or any other reason beyond the control of the CDS.
- For damages whatsoever, whether such damages are direct, indirect, incidental, consequential, and irrespective of whether any claim is based on loss of revenue, interruption of business, or any loss of any character or nature.

Illegal or improper use of the access to the system(s) by the user shall render the user liable for payment of financial charges as determined by the CDS and may result in suspension of the access to the system(s).

**Master File Changes:** The Firm shall only perform master file change(s) if there is a valid registration under the Firm. If there is no new registration, all the other master file change requests submitted by the account holder should be forwarded to the CDS.

**eMail Notifications:** The provided email address will be used to send notifications according to CDS Rules & Guidelines.

**Non-Transferability:** The right to access the system(s) are not transferable by the user under any circumstance and shall be used only by the said user. The firm shall agree to immediately notify the CDS in writing of any changes to the user access.

**Notices:** The CDS may give notices pertaining to the said systems in (one) the following manner.

- Via Circulars, changes to the CDS Rules or CDS Guidelines
- Via e-mails to the e-mail address notified to CDS at the time of registration.
- Via hand delivery or post to the postal address of the Firm
- The CDS may also publish notices in general nature, which are applicable to all system users, on the CDS & CSE web sites. All these notices will have the same effect as a notice served individually to each user.

All proprietary rights in the information received shall remain the property of the CDS. Reproduction, redistribution, and transmission of any information contained are prohibited.

**Modifications to Terms and Conditions:** CDS reserves the right, in its sole and absolute discretion and without any notice and any liability to the Client, to change, modify or amend any portion of these Terms and Conditions at any time, and such amended Terms and Condition will be hosted on the CDS website.

**CDS System Updates and Upgrades:** CDS expressly reserve the right to change, modify, update, remove, revise, or otherwise change any portions of the CDS System at any time and in no event CDS shall be liable for any claims or damages caused by or arising out of such action. The CDS may occasionally restrict access to CDS System, partially or completely to enable necessary repairs or maintenance with prior notice (when possible). CDS may introduce software updates or upgrades from time to time and the Firm acknowledges and agrees that complying with such system requirements, which may be changed from time to time are solely the responsibility of the Firm.

**Indemnity:** The Firm shall indemnify, defend and hold harmless, CDS and any associate company and other affiliates, its directors, employees, information providers, licensors and other applicable third parties (collectively “Indemnified Parties”) from and against any and all claims, losses, demands, causes of action, debt or liability, including without limitation to reasonable attorneys’ fees and costs incurred by the Indemnified Parties arising out of the provision of services as envisaged herein.