

## **Terms and Conditions**

In accordance with the applicable laws, client hereby appoints, entirely at his/her/its risk, Mr. Nemesh Pandey to provide research recommendations in accordance with the terms and conditions of the agreement. The client has read and understood the terms and conditions of Research recommendations services provided by the Research Analyst along with the fee structure and mechanism for charging and payment of fee.

Research Analyst does not manage funds and securities on behalf of the client and that it only receives such sums of monies from the client as are necessary to discharge the services by the Research Analyst. Research Analyst does not offer any assured return services or minimum guaranteed return services. The scope of the services shall be in terms of the SEBI (Research Analysts) Regulations, 2014.

### **The Client hereby agrees to undertake the risks pertaining to the investments as stated herein:**

1. • Investment in equities, derivatives, mutual funds and Exchange Traded Index are subject to market risks and there is no assurance or guarantee that the objective of the Investment Strategy will be achieved.
2. • Past performance of the Research Analyst does not indicate the future performance. Investors are not being offered any guaranteed returns.
3. • Investment in securities market are subject to market risks. Read all the related documents carefully before investing.
4. • Client may note that Research Analyst's recommendations may not be always profitable, as actual market movements may be at variance with anticipated trends.
5. • The Research Analyst is neither responsible nor liable for any losses resulting from its research services.
6. • Registration granted by SEBI and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.

### **Except as otherwise provided by law, Research Analyst or employees or affiliates will not be liable to Client for any loss that:**

1. • Client may suffer by reason of any depletion in the value of the assets, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions;
2. • Client may suffer as a result of Research Analyst's recommendations or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;

No suit, prosecution or other legal proceeding shall lie against the Research Analyst for any damage caused or likely to be caused by anything which is done in good faith or intended to be done under the provisions of the Securities and Exchange Board of India (Research Analysts) Regulations, 2014.

All disputes, differences, claims and questions whatsoever arising between the Client and Research Analyst and/or their respective representatives touching these presents shall be in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. Such Arbitration proceedings shall be held in the state of Chhattisgarh and the language of Arbitration will be English.

The Research Analyst shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply.

The Research Analyst will render its recommendations by the way of whatsapp messages. Client shall only accept such recommendations which is provided to him from the whatsapp number 9407991861. Further client shall acknowledge any communication via mail through ra@indextrendz.com or indextrendz.com domain name only. Research Analyst will not be liable for any email which is been received by client from any other domain name.

Being a SEBI-registered intermediary, we shall strictly abide by any rules and regulations put forth by the regulatory authority – Securities and Exchange Board of India (SEBI) and shall not deviate from these rules and regulations by any degree. We follow the existing guidelines set by SEBI and will adjust our practices as a research analyst when these guidelines are changed.

Kindly note that the research recommendations we provide are based on your chosen package. Our research analysts conduct thorough research to make these recommendations. However, it is ultimately up to you to decide whether or not to take positions on these recommendations or avoid them. We cannot be held responsible for any gains or losses resulting from the recommendations we have provided.

Kindly note that we cannot be held responsible for any losses caused by market fluctuations, inaccuracies, delays in receiving recommendations, news, or any technical issues. It is important to remember that investing and trading in the stock market involve inherent risks that are beyond our control. Therefore, we cannot entertain any claims for losses incurred due to our recommendations.

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Investment in securities market are subject to market risks. Read all the related documents carefully before investing.

We do not provide any profit sharing services, Guaranteed services and services which are not mentioned in our website. if any person try to sell such type of product kindly call @+91-7647920924.

Kindly note that we do not offer any guaranteed returns or commit to guaranteed profits on our recommendations. We trade and invest in the stock market, where all investment and trading capital is subject to market risk.

All employees, associates, and clients are strictly prohibited from sharing our research reports or any other confidential information. Legal action will be taken against those who do so.

No employee or associate may accept gifts from clients. Please transfer fees only to our official account mentioned on our website, not to any individual account.

We do not handle any Demat or trading accounts on your behalf. Therefore, we strictly advise you not to share your credentials such as User ID, password, security question answers, or OTPs with any of our employees under any circumstances. We will not entertain any claims against such actions at any time.

We understand that not everyone has the financial resources to pay for their essentials, which makes it difficult for many to pay our fees in a single lump sum. Therefore, we offer the option of paying in instalments at times convenient to you. These instalments are solely for paying the fees, not for profit sharing in any way. Please note that if you are dissatisfied with our services at any point during your subscription period, we will refund the fees according to the number of days service has been taken and the number of days left for the service. So, feel free to ask for the refund if not satisfied with the service. Market is supreme and it changes its behavior frequently but the relation in any business should be maintained in a well manner.

Mr. Nemesh Pandey management has right to change in terms and conditions as per requirement without prior permission of client.

You can raise your queries or disputes at [support@nemeshpandey.com](mailto:support@nemeshpandey.com)

Above Terms & Conditions shall be governed and construed in accordance with the Indian laws and any disputes arising under these Terms & Conditions shall be subject to the Jurisdiction of the Chhattisgarh only.

This Terms & Conditions is the only one of its kind or form and not other document exists in any form supplementing or complimenting this one. Therefore, this Terms & Conditions document, as found on the website, is completely inclusive of itself.

By subscribing to any of our services, the customer agrees to being sent notifications via Whatsapp Messages and periodic email communications which can be any of the following but not limited to: newsletters, promotional content and research report links.

Our subscribers, a third party or anyone else have no rights to forward or share our calls or SMS or Reports or any information provided by us to/with anyone (through any medium) which is received directly or indirectly by them. If found so then legal action can be taken. Please note, any evidence of distribution, unauthorised access, copying, forwarding of reports/calls will lead to automatic cancellation of subscription without any refunds.

You, and not Mr. Nemesh Pandey Research Analyst, assume the entire cost and risk of any trading you choose to undertake. You are solely responsible for making your own investment decisions. If you choose to engage in transactions with or without seeking advice from a licensed and qualified financial advisor or entity, then such decision and any consequences flowing there from are your sole responsibility. Mr. Nemesh Pandey Research Analyst or any employees are in no way liable for the

use of the information by others in investing or trading in investment vehicles.

By subscribing to our services, you agree to all the clauses of the Terms & Conditions with your own free will and consent.