

TERMS AND CONDITIONS

SDPL/terms-and-conditions/V1.1/17.03.2024

1. General

1.1 Introduction

These Terms and Conditions ("Terms") outline the legal agreement between you ("User," "You," "Your") and SafeGold Digidemat Private Limited ("Company," "We," "Us," "Our"). By accessing or using our platform, you acknowledge and agree to be bound by these Terms. If you do not agree with these Terms, you must discontinue the use of our platform and services immediately.

This document is an electronic record under the Information Technology Act, 2000 and the relevant rules framed thereunder. It is generated by a computer system and does not require any physical or digital signatures.

1.2 Scope of Terms

These Terms apply to:

- The use of SafeGold Digidemat's website and mobile applications (collectively, "Platform").
- Any financial services and investment opportunities offered through the Platform.
- Any transactions, agreements, and interactions that take place on the Platform.

All services and offerings on the Platform are subject to applicable laws, regulations, government notifications, and guidelines issued by the Securities and Exchange Board of India (SEBI) and other relevant regulatory authorities.

1.3 Company Details

SafeGold Digidemat Private Limited is a company incorporated under the Companies Act, 2013, and is compliant with regulatory frameworks governing financial transactions in India.



Registered Office:

Shop No 03, GRD FLR, Vora Ashish 1 Near Diamond Market, Malad East ,
Mumbai, Maharashtra, India - 400097.

CIN: U67190MH2022PTC386112

SEBI Registration Number (if applicable): INZ000314736

BSE Member ID (Debt): 6854

NSDL DPID: IN304684

Email: Digidemat@safegold.in

1.4 Electronic Agreement & Acceptance of Terms

By clicking “Accept” or by using any services on the Platform, you acknowledge that:

- You have read, understood, and agreed to these Terms.
- You are legally competent to enter into a binding agreement.
- You will comply with all applicable laws and regulations governing your use of the Platform.
- You consent to electronic communication for all official purposes, including notifications, disclosures, and agreements.

If you do not accept these Terms, you must immediately cease using the Platform and refrain from accessing any services provided by SafeGold Digidemat.

1.5 Amendments to Terms

SafeGold Digidemat reserves the right to update, modify, or amend these Terms at any time without prior notice. The revised Terms will be published on the Platform and will take immediate effect upon posting. Users are encouraged to review these Terms periodically to stay updated. Continued use of the Platform after such modifications shall be deemed as acceptance of the revised Terms.

1.6 Legal Compliance & Regulatory Adherence

- The Platform operates in compliance with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, and the Registration and Regulatory Framework for Online Bond Platform Providers (OBPP Guidelines) issued by SEBI on November 14, 2022.

- SafeGold Digidemat does not act as a principal in financial transactions but operates strictly as an intermediary facilitating investment in Bonds & Non Convertible Debentures (NCDs) and other securities.
- All financial transactions and investment services are subject to the rules and regulations set forth by SEBI, RBI, and relevant authorities.

1.7 Eligibility

To access and use the Platform, you must:

- Be at least 18 years old (or the age of majority as per applicable laws).
- Be legally competent to enter into a binding agreement.
- Not be barred from using financial platforms under applicable laws (such as being restricted due to past fraudulent activities or regulatory violations).
- Successfully complete the KYC (Know Your Customer) verification as required under Indian regulatory frameworks.

1.8 Platform Accessibility & Service Availability

SafeGold Digidemat aims to provide uninterrupted services; however, access to the Platform may be restricted, modified, or suspended under the following circumstances:

- Scheduled or unscheduled maintenance or upgrades to improve security and functionality.
- Regulatory changes or new legal requirements imposed by governing bodies.
- Technical issues, cyber threats, or system failures that impact service availability.

SafeGold Digidemat will make reasonable efforts to notify Users in advance of any major service interruptions whenever possible.

1.9 Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra, India.

2. Definitions and Interpretations

2.1 Definitions

For the purpose of these Terms & Conditions, the following capitalized terms shall have the meanings ascribed to them:

1. "Applicable Law(s)" – Refers to all laws, statutes, rules, regulations, notifications, circulars, decrees, orders, judgments, decisions, or other similar mandates issued by any central, state, or local government authority in India, including but not limited to:
 - o Companies Act, 2013
 - o Securities and Exchange Board of India (SEBI) regulations
 - o Reserve Bank of India (RBI) guidelines
 - o Information Technology Act, 2000 and amendments
 - o Any other financial and securities laws that apply to SafeGold Digidemat or its Users.
2. "Company," "We," "Us," "Our" – Refers to SafeGold Digidemat Private Limited also known as brand PROSPER, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, or partners responsible for operating the Platform.
3. "Platform" – Refers to the website, mobile application, and any other digital interface owned and operated by SafeGold Digidemat Private Limited that facilitates investment in Bonds & NCDs and other financial instruments.
4. "User," "You," "Your" – Refers to any individual, entity, or legal person who accesses, registers, or transacts on the Platform, including prospective investors, retail customers, and institutional clients.
5. "Services" – Includes all financial and investment-related services provided through the Platform, including but not limited to:
 - o Bonds & NCDs
 - o Portfolio management tools
 - o Investment tracking and analytics
6. "Vendor" – Any third-party entity, service provider, or partner that offers financial products, payment processing, or technology integrations on the Platform.
7. "Transaction" – Any financial activity carried out by a User on the Platform, including buying, selling, transferring, redeeming.

8. "KYC (Know Your Customer)" – A mandatory verification process required by regulatory authorities to confirm a User's identity, financial details, and risk profile before allowing access to financial services on the Platform.
9. "RFQ (Request for Quote) Mechanism" – A feature of the Platform that allows Users to request real-time quotes from market participants for securities, bonds, or other financial instruments before executing a transaction.
10. "Clearing Corporation" – A regulatory body or financial institution responsible for ensuring the proper settlement of transactions, mitigating risk, and safeguarding the interests of market participants.
11. "SEBI Guidelines" – Refers to regulations issued by the Securities and Exchange Board of India (SEBI) to govern financial service providers, online bond platforms, and investment mechanisms.
12. "Privacy Policy" – The official document detailing how SafeGold Digidemat collects, processes, stores, and protects User data, including financial and personal information.
13. "Beta Services" – Any new experimental or testing-phase feature introduced on the Platform, which may contain bugs, errors, or limitations and is offered to select Users for feedback before commercial launch.
14. "Intellectual Property Rights" – Refers to copyrights, trademarks, patents, trade secrets, software code, proprietary algorithms, and branding materials owned or licensed by SafeGold Digidemat Private Limited.
15. "Force Majeure" – Any event beyond the reasonable control of SafeGold Digidemat, including but not limited to:
 - Natural disasters (earthquakes, floods, etc.)
 - Cyberattacks or major security breaches
 - Government-imposed restrictions or sanctions
 - Market crashes, bank failures, or systemic disruptions
 - Any scenario in which banking, depository or exchange systems are not functional for any period of time

2.2 Interpretations

1. Any reference to "including" shall be deemed to mean "including, but not limited to."
2. References to the singular include the plural, and vice versa, unless stated otherwise.
3. Headings and section titles are provided for organizational purposes only and shall not affect the interpretation of any clause.

4. Any undefined capitalized term shall have the meaning assigned to it by applicable financial and securities laws.
5. Any conflict between these Terms and applicable regulatory laws shall be resolved in favor of the applicable law.

3. Use of Site / Platform

3.1 Acceptance of Terms

By accessing and using the SafeGold Digidemat Private Limited Platform, you agree to:

- Comply with these Terms & Conditions, Privacy Policy, and all applicable laws and regulations.
- Use the Platform only for lawful purposes related to investing, managing, and tracking their investments.
- Not engage in unauthorized, illegal, or fraudulent activities.

If you do not agree with any of these Terms, you must immediately stop using the Platform.

3.2 User Eligibility & Account Registration

To use the Platform, you must:

1. Be at least 18 years old or the legal age of majority in your jurisdiction.
2. Have full legal capacity to enter into binding financial agreements.
3. Successfully complete Know Your Customer (KYC) verification as per SEBI and RBI regulations.
4. Not be barred from accessing financial platforms under any applicable law, including prior regulatory violations or fraudulent activity.

Registration Process:

- Users must provide accurate personal and financial details during registration.
- Any misrepresentation or false information may lead to account suspension or termination.
- Users must ensure their contact details (email, phone number, etc.) remain updated.

3.3 Permitted & Prohibited Uses

You May Use the Platform to:

- Invest in bonds and NCDs.
- Access market data, research reports, and investment insights.
- Use features like RFQ (Request for Quote) for price discovery.
- Conduct transactions legally and in compliance with SEBI guidelines.
- Link your bank and Demat accounts for Fund & Securities transfers.

You Are Prohibited From:

- Using the Platform for fraudulent, illegal, or unauthorized transactions.
- Attempting to hack, scrape, or manipulate market data.
- Engaging in money laundering, insider trading, or market manipulation.
- Sharing or selling your account credentials to third parties.
- Posting, uploading, or transmitting false, misleading, or harmful content.
- Violating any intellectual property rights of the Company or third parties.

Any violation of the above may result in account suspension, legal action, and financial penalties.

3.4 Platform Accessibility & Service Modifications

SafeGold Digidemat aims to provide uninterrupted access to the Platform; however, we may:

- Modify, suspend, or discontinue services for maintenance, regulatory compliance, or security reasons.
- Restrict access to certain features based on User eligibility, account status, or location.
- Introduce new functionalities or remove outdated services at our discretion.

Users will be notified in advance wherever possible for planned outages or service changes.

3.5 No Investment Advice Disclaimer

- SafeGold Digidemat does not provide investment, tax, or legal advice.
- All decisions made on the Platform are solely at the User's risk.

- Users should consult independent financial advisors before making investment choices.

The Company shall not be liable for losses arising from investment decisions, including market fluctuations, defaults, or liquidity risks.

3.6 Third-Party Services & External Links

- The Platform may contain third-party advertisements, external links, or integrated financial services.
- SafeGold Digidemat does not endorse, guarantee, or take responsibility for third-party services.
- Users must verify the authenticity, security, and reliability of third-party platforms before engaging.

3.7 User Responsibilities

By using the Platform, you agree to:

- Safeguard your login credentials and report any unauthorized access immediately.
- Exit your account after every session, especially on shared devices.
- Not misuse or attempt to manipulate the financial market using the Platform.
- Abide by all SEBI, RBI, and other applicable regulatory guidelines.

Failure to comply with the above may result in account termination and legal consequences.

3.8 Termination of Access

SafeGold Digidemat reserves the right to:

- Restrict or terminate your access to the Platform if you violate these Terms.
- Suspend transactions or place account restrictions due to suspected fraudulent activity.
- Comply with legal or regulatory requirements that necessitate account restrictions or closure.

If your account is terminated, you will be notified of any outstanding balances, pending transactions, or refund procedures as per our policies.

4. Disclaimer

4.1 General Disclaimer

The use of the SafeGold Digidemat Private Limited Platform and its services is entirely at your own risk. The Company provides financial and investment-related services on an "as is" and "as available" basis without any express or implied warranties regarding:

- The accuracy, reliability, or completeness of information provided on the Platform.
- Market performance, investment returns, or future financial gains.
- The uninterrupted, error-free, or secure operation of the Platform.

SafeGold Digidemat disclaims all liability arising from any errors, inaccuracies, or omissions in the content, data, or tools provided on the Platform.

4.2 Investment Risk Disclaimer

- Investing in bonds & NCDs involves risks, including but not limited to:
 - Market volatility and price fluctuations.
 - Credit risk, liquidity risk, and counterparty risk.
 - Regulatory changes that may affect investments.
- SafeGold Digidemat does not guarantee returns or protection against financial losses.
- Users should conduct their own due diligence and consult with financial experts before making investment decisions.

4.3 No Financial, Legal, or Tax Advice

- The information on the Platform is for informational purposes only and should not be considered as investment, legal, tax, or financial advice.
- Users should seek independent professional advice before making financial decisions.
- SafeGold Digidemat is not responsible for the tax implications of investments made on the Platform.

4.4 Technology & Security Disclaimer

- The Platform uses industry-standard security measures to protect User data, but SafeGold Digidemat does not guarantee absolute security against cyber threats, hacking, or system failures.
- SafeGold Digidemat shall not be liable for damages caused by:
 - Unforeseen technical glitches, system outages, or server downtime.
 - Unauthorized access, hacking, or data breaches despite best security practices.
 - Delays, errors, or failures in transaction processing due to internet connectivity issues or third-party service providers.

4.5 Third-Party Content & Services Disclaimer

- The Platform may display third-party advertisements, investment recommendations, and external links.
- SafeGold Digidemat does not endorse, verify, or take responsibility for third-party content, including market insights, analytics, or investment advice.
- Users interacting with third-party service providers, vendors, or advertisers do so at their own risk.

4.6 Regulatory Compliance Disclaimer

- The Platform operates in accordance with SEBI, RBI, and other regulatory guidelines. However, any changes in laws, policies, or government regulations may impact services.
- SafeGold Digidemat shall not be liable for service disruptions resulting from regulatory actions, enforcement measures, or policy changes beyond its control.

4.7 Limitation of Liability

SafeGold Digidemat, its affiliates, employees, directors, and partners shall not be liable for:

- Direct, indirect, incidental, special, consequential, or punitive damages arising from the use of the Platform.
- Loss of profits, revenue, business opportunities, or investment value due to market risks or Platform usage.

- Technical errors, unauthorized access, or third-party actions affecting User accounts or transactions.
- Delays, service disruptions, or force majeure events (e.g., natural disasters, cyberattacks, regulatory restrictions).

4.8 No Warranty for Uninterrupted Services

SafeGold Digidemat does not warrant that:

- The Platform will always be available or operate without disruptions or errors.
- Transactions will always be executed without delays or failures, especially in volatile market conditions.
- All data, reports, and analyses provided on the Platform will be free from inaccuracies.

Users acknowledge that financial markets are unpredictable, and SafeGold Digidemat is not responsible for unforeseen losses arising from technical, regulatory, or market risks.

4.9 Indemnification

By using the Platform, Users agree to indemnify and hold SafeGold Digidemat Private Limited, its affiliates, directors, employees, and service providers harmless from any claims, damages, liabilities, or losses arising from:

- Violation of these Terms & Conditions.
- Misuse of the Platform for fraudulent or illegal activities.
- Losses incurred due to market fluctuations or investment decisions made through the Platform.

4.10 Amendments to Disclaimer

SafeGold Digidemat reserves the right to modify, update, or amend this Disclaimer at any time without prior notice. Users are encouraged to review the Disclaimer periodically to stay informed of any changes.

5. Account Creation and KYC Compliance

5.1 User Registration

To access and use the services offered by SafeGold Digidemat Private Limited, all Users must create an account on the Platform by completing the registration process.

Requirements for Account Creation:

- Users must provide accurate, complete, and up-to-date personal information, including:
 - Full Name
 - Date of Birth
 - Valid Mobile Number & Email Address
 - Permanent Address
 - PAN Card Details
 - Bank Account Information
- Users must ensure their provided details match official records, failing which account registration may be rejected.
- Corporate, institutional, or high-net-worth investors may need to provide additional documentation, such as:
 - Certificate of Incorporation
 - Authorized Signatory Details
 - Business PAN & GSTIN (if applicable)

By creating an account, you agree to:

- Provide true and accurate information.
- Update your account details whenever necessary.
- Accept responsibility for all activities conducted under your account.

SafeGold Digidemat reserves the right to reject or suspend accounts that contain incomplete, incorrect, or fraudulent details.

5.2 KYC (Know Your Customer) Verification

As per SEBI and RBI guidelines, all Users must undergo mandatory KYC verification before engaging in transactions on the Platform.

KYC Process:

- Users must submit valid identification documents, including:
 1. Aadhaar Card (Linked to Mobile Number)
 2. PAN Card
 3. Proof of Address (Utility Bill, Passport, or Driving License)

4. Bank Account Proof (Cancelled Cheque or Statement)
 - SafeGold Digidemat may verify details through:
 - Aadhaar-based eKYC authentication.
 - Video KYC verification for enhanced security.
 - Manual review by compliance officers for flagged applications.
 - Users cannot perform transactions until KYC is successfully completed.

5.3 Compliance with AML (Anti-Money Laundering) Laws

SafeGold Digidemat follows strict AML and CFT (Counter Financing of Terrorism) regulations, including:

- Reporting suspicious transactions to regulatory authorities.
- Restricting accounts with unverified or misleading information.
- Monitoring large transactions or unusual activity to prevent fraud.

Any User attempting money laundering, identity theft, or fraudulent transactions will have their account:

- Immediately suspended.
- Reported to law enforcement agencies.
- Banned from using the Platform permanently.

5.4 User Responsibilities for Account Security

- Users must create a strong password and keep login credentials confidential.
- SafeGold Digidemat will never ask for passwords or OTPs via email, SMS, or calls.
- If you suspect unauthorized access, report it to SafeGold Digidemat's Customer Support immediately.

Users Agree to:

- Use the Platform only for legal investment purposes.
- Maintain one account per individual (unless legally authorized for multiple).
- Not share or transfer their account credentials with third parties.

SafeGold Digidemat is not responsible for financial losses due to User negligence in securing account credentials.

5.5 Account Suspension & Termination

SafeGold Digidemat reserves the right to suspend or terminate a User's account if:

- The User fails to complete KYC verification within the required timeframe.
- The account is linked to fraudulent, suspicious, or unlawful activities.
- The User violates these Terms & Conditions.

Effects of Account Suspension/Termination:

- The User's access to the Platform will be immediately restricted.
- Pending transactions may be reviewed or canceled.
- SafeGold Digidemat will not be liable for any losses arising from account suspension.

Users may contact Customer Support for reactivation requests, but SafeGold Digidemat retains full discretion on whether to reinstate an account.

5.6 Data Protection & Confidentiality

All User data collected during account creation and KYC verification is handled in accordance with the Privacy Policy. SafeGold Digidemat:

- Uses industry-standard encryption and security protocols to protect User information.
- Does not share KYC data with unauthorized third parties.
- Will only disclose User details if legally required by regulatory or enforcement agencies.

6. Price Data Guidelines and Market Data Usage

6.1 Overview

SafeGold Digidemat provides real-time and historical price data for bonds and NCDs to Users on its Platform. This data is sourced from regulated exchanges, financial institutions, and authorized third-party providers. By accessing and using this data, you agree to comply with the following guidelines and restrictions.

6.2 Source of Market Data

The price data displayed on the Platform is derived from multiple sources, including:

- Stock exchanges (NSE, BSE) and financial institutions.
- SEBI-registered market data providers.
- Third-party analytics firms offering investment insights.
- Internally developed algorithms processing publicly available market trends.

SafeGold Digidemat does not manipulate, alter, or influence price data but acts solely as an intermediary displaying market movements as they occur.

6.3 Permitted Uses of Price Data

Users may use price data available on the Platform for:

- Tracking investment trends and making informed financial decisions.
- Analyzing historical performance of bonds & NCDs.
- Placing orders based on market conditions through the Platform.

6.4 Accuracy and Limitations of Market Data

- SafeGold Digidemat does not guarantee the absolute accuracy, timeliness, or reliability of price data.
- Market data may be subject to delays, inaccuracies, or technical errors beyond the Company's control.
- In cases of technical disruptions, regulatory changes, or external market anomalies, prices displayed on the Platform may temporarily differ from actual market conditions.

Users acknowledge that price fluctuations and market risks are inherent in investment activities and should always verify critical investment decisions with multiple sources.

6.5 Disruptions & Technical Failures

SafeGold Digidemat is not liable for any financial losses arising from:

- Server downtime, API failures, or exchange connectivity issues.
- Incorrect, outdated, or missing price data due to third-party provider errors.

- Any discrepancies between displayed market prices and actual executed order prices.

If Users experience delays or inconsistencies in price data, they are advised to contact Customer Support for resolution.

7. Usage of the Platform

7.1 General Use

The SafeGold Digidemat Platform is designed to facilitate investment, trading, and management of bonds & NCDs. Users must adhere to these Terms & Conditions while accessing, transacting, and using any services provided on the Platform.

By using the Platform, you agree to:

- Use the services only for lawful and intended purposes.
- Comply with all applicable laws, SEBI regulations, and RBI guidelines.
- Provide accurate and verified information when required.
- Accept full responsibility for transactions conducted using your account.

7.2 Authorized Access & Account Security

- Each User is allowed only one registered account unless explicitly authorized.
- Users must keep their login credentials confidential and not share their account details with third parties.
- SafeGold Digidemat will never request passwords or OTPs via email, SMS, or phone calls.
- If unauthorized access is suspected, Users must immediately report it to Customer Support.

SafeGold Digidemat is not liable for financial losses resulting from User negligence, including unauthorized transactions due to compromised credentials.

7.3 Permitted Activities on the Platform

Users may:

- Buy, sell, and manage Bonds & NCDs.
- Access market data, financial reports, and investment tools.

- Link bank accounts and Demat accounts for fund transfers.
- Use features like Request for Quote (RFQ) for better price discovery.

7.4 Prohibited Activities

Users must not:

- Engage in fraudulent or misleading transactions.
- Attempt to manipulate market prices or conduct insider trading.
- Use automated bots or scripts to execute trades.
- Disrupt or interfere with the Platform's normal operations.
- Transmit viruses, malware, or malicious code.
- Attempt unauthorized access to any part of the Platform.
- Impersonate another person or create fake accounts.
- Violate SEBI, RBI, or other regulatory compliance laws.

Users who violate these restrictions may face:

- Account suspension or permanent termination.
- Legal action for financial or cybersecurity violations.
- Reporting to regulatory authorities (SEBI, RBI, cybercrime units, etc.).

7.5 Compliance with SEBI & RBI Regulations

- Users must comply with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and other financial laws.
- Transactions may be subject to scrutiny to ensure compliance with anti-money laundering (AML) and counter-terrorist financing (CFT) laws.
- Any suspicious transactions may be reported to the Financial Intelligence Unit of India (FIU-IND).

7.6 Platform Availability & Service Interruptions

SafeGold Digidemat strives to maintain uninterrupted access to its Platform. However, services may be affected due to:

- Scheduled maintenance or security updates.
- Regulatory changes or compliance requirements.
- Unforeseen technical failures or cyberattacks.
- Market disruptions, including stock exchange downtimes.

SafeGold Digidemat is not liable for financial losses arising from service interruptions, but efforts will be made to restore access as soon as possible.

7.7 User Acknowledgment & Consent

By using the Platform, Users acknowledge and agree that:

- SafeGold Digidemat acts as a technology provider and does not guarantee investment returns.
- Investments carry market risks, and Users are responsible for their own financial decisions.
- SafeGold Digidemat may suspend, limit, or terminate access if suspicious or non-compliant activities are detected.

7.8 Updates & Modifications to Platform Usage Terms

SafeGold Digidemat reserves the right to modify, update, or change Platform usage policies at any time. Any changes will be communicated via:

- Email notifications.
- In-app alerts.
- Website announcements.

Continued use of the Platform after changes are made constitutes User acceptance of the new terms.

8. Transaction Services

8.1 Overview of Transactions

SafeGold Digidemat enables Users to conduct transactions related to bonds, and other securities through its Platform. All transactions are governed by SEBI, RBI, and other applicable financial regulations.

Users may perform the following transactions:

- Buying & Selling – Purchase or liquidate bonds or NCDs
- Transfers – Move holdings between linked Demat accounts.
- Redemptions – Hold investment till maturity or until called and receive amount in their bank accounts.

By conducting transactions on the Platform, Users acknowledge and accept that all investment activities carry financial risks and are subject to market conditions and regulatory requirements.

8.2 Buying and Selling Transactions

- Users can place buy or sell orders for bonds & NCDs through the Platform.
- Orders will be executed at prevailing market rates, subject to price fluctuations.
- Transactions may be subject to fees, taxes, and settlement timelines.
- All completed transactions are final and irreversible, except in cases of system errors.

Transaction Settlement Timeline:

- T+0 Settlement – Transactions completed on the same business day.
- T+1 Settlement – Transactions settled the next business day.
- T+2 Settlement – Settlement within two business days, as per market practices.

8.3 Request for Quote (RFQ) Mechanism

- Users can access the RFQ feature to request market quotes before executing large-volume trades.
- RFQs will be processed through stock exchanges or registered market makers.
- Quotes provided through RFQ are valid for a limited time and subject to market volatility.

8.4 Transaction Execution & Order Matching

- Orders placed on the Platform will be matched with available buyers/sellers based on market conditions.
- Transactions may be partially filled or delayed depending on liquidity and price fluctuations.
- Users are responsible for ensuring sufficient funds or securities are available before placing orders.

SafeGold Digidemat does not guarantee that every order will be executed at the exact requested price due to market variations and execution delays.

8.5 Transaction Fees & Charges

Users may be required to pay:

- Brokerage Fees – Charged on buy/sell transactions as per regulatory guidelines.
- Transaction Charges – Applicable for processing orders through clearing corporations.
- Taxes & Stamp Duty – As per Indian tax laws and SEBI regulations.

All applicable fees will be disclosed before transaction confirmation.

8.6 Payment & Fund Transfers

- Payments for transactions must be made only through verified bank accounts linked to the User's KYC profile.
- Funds may be transferred via:
 - NEFT / RTGS / IMPS
 - UPI Payments (for select transactions)
 - Net Banking
- Funds received will be held in escrow or clearing corporation accounts until settlement.

SafeGold Digidemat does not accept third-party transfers. Any mismatched payments may result in transaction rejection or refund delays.

8.7 Refund & Reversal Policy

Refunds or reversals may occur if:

- A transaction fails due to technical errors or banking issues.
- The order is cancelled before execution (where permitted).
- An unauthorized transaction is reported within the stipulated timeframe.

Refunds will be processed within 7-10 business days, subject to banking and compliance checks.

8.8 Fraud Prevention & Compliance

- All transactions are monitored for suspicious activity, money laundering, or fraudulent behaviour.
- Any flagged transactions may be subject to verification, delay, or regulatory reporting.

- SafeGold Digidemat reserves the right to cancel or reverse transactions that violate compliance norms.

8.9 Transaction Limits & Restrictions

To ensure **secure and compliant trading**, SafeGold Digidemat may impose:

- Daily / Monthly transaction limits based on User profile & KYC level.
- Minimum & maximum investment thresholds for different securities.
- Holding period restrictions for certain financial instruments.

Users will be notified of any limits or restrictions before placing orders.

8.10 Modifications & Cancellations

- Orders cannot be modified or cancelled once executed, except in cases of system errors.
- Any modifications must be requested within the allowed timeframe and may be subject to additional charges.
- Failed transactions due to insufficient funds or incorrect details may lead to order cancellation and penalties.

8.11 Liability Disclaimer for Transactions

SafeGold Digidemat is not responsible for losses due to:

- Market fluctuations or investment risks.
- Incorrect trade execution caused by User errors.
- Delays in settlement due to banking or clearing corporation failures.
- External factors like government restrictions or force majeure events.

Users should review all transaction details carefully before confirming orders.

8.12 Changes to Transaction Policies

SafeGold Digidemat reserves the right to modify transaction processes, fees, and policies at any time to comply with regulatory changes. Users will be notified of any significant updates via email or Platform notifications.

9. Representation of User

9.1 User Representations and Warranties

By accessing and using the SafeGold Digidemat Platform, you represent and warrant that:

- You are a natural person or legally recognized entity with the authority to enter into binding agreements.
- You are 18 years of age or older (or meet the legal age requirements of your jurisdiction).
- You are using the Platform for lawful and legitimate investment purposes.
- You have provided accurate, complete, and up-to-date KYC and financial information.
- You understand and accept the risks associated with investing in bonds and NCDs.
- You are not restricted or prohibited from participating in financial transactions under any law, regulatory directive, or court order.
- You will comply with SEBI, RBI, and other applicable regulations governing investment activities.

Failure to meet any of these representations may result in account suspension, legal action, or reporting to regulatory authorities.

9.2 User Responsibilities

As a registered User, you agree to:

- Use the Platform only for personal or authorized business investment purposes.
- Not engage in fraudulent, misleading, or illegal transactions.
- Maintain confidentiality of your login credentials and account details.
- Promptly update your KYC details and bank account information if they change.
- Review and verify all transaction details before execution.
- Seek independent financial advice before making investment decisions.

Users found violating these responsibilities may face account termination and financial penalties.

9.3 Investment Knowledge & Risk Acknowledgment

By using the Platform, you acknowledge and accept that:

- Investing in Bond & NCDs carries inherent financial risks, including the risk of capital loss.
- SafeGold Digidemat does not guarantee investment returns or the performance of any financial instruments.

- You have read and understood the associated risk disclosures before transacting.
- You bear full responsibility for your own investment decisions and their financial consequences.

9.4 No Reliance on SafeGold Digidemat for Financial Advice

- SafeGold Digidemat is not an investment advisor, financial planner, or tax consultant.
- Any information provided on the Platform should not be considered investment, legal, or tax advice.
- Users must conduct their own research or consult with financial professionals before making investment choices.

9.5 Regulatory Compliance by Users

- Users must ensure all transactions comply with Indian financial regulations, including:
 - SEBI (Securities and Exchange Board of India) guidelines.
 - RBI (Reserve Bank of India) policies on fund transfers and payments.
 - Prevention of Money Laundering Act, 2002 (PMLA) compliance.
- Any attempt to circumvent regulatory requirements (e.g., by using proxy accounts or misrepresenting identity) will result in immediate account suspension and legal action.

9.6 No Use of Platform for Unlawful Purposes

Users are strictly prohibited from:

- Using the Platform for money laundering, terrorist financing, or tax evasion.
- Engaging in insider trading, market manipulation, or securities fraud.
- Providing false or misleading investment information to other Users.
- Using the Platform for unauthorized third-party transactions.

SafeGold Digidemat reserves the right to report suspicious activities to SEBI, RBI, FIU-IND, and law enforcement agencies.

9.7 Account Verification & Identity Authentication

- SafeGold Digidemat may request additional documentation for identity verification.

- Users agree to cooperate with compliance checks and fraud prevention measures.
- If a User fails identity verification, SafeGold Digidemat may restrict or terminate account access.

9.8 Changes to User Representation Policies

SafeGold Digidemat reserves the right to modify User eligibility, verification requirements, or compliance obligations in accordance with regulatory updates. Users will be notified of any significant changes via email or Platform announcements.

10. Risk Disclosure & Investment Disclaimer

10.1 General Risk Acknowledgment

Investing in bonds, and other securities involves market risks, including the risk of capital loss. By using the SafeGold Digidemat Platform, you acknowledge and accept that:

- Investment values may fluctuate, and past performance does not guarantee future returns.
- Bonds and securities are subject to market volatility, liquidity risks, and regulatory changes.
- SafeGold Digidemat does not guarantee returns, principal protection, or financial gains.
- You are solely responsible for assessing and managing your investment risks.

Users should only invest funds that they can afford to lose without financial hardship.

10.2 Specific Risks Associated with Investments

1. Market Risk

- The prices of bonds, and securities fluctuate due to supply-demand factors, macroeconomic conditions, and geopolitical events.
- Your investment value may decrease due to unfavourable market movements.

2. Liquidity Risk

- Some assets may be difficult to sell quickly without incurring a loss.
- SafeGold Digidemat does not guarantee the availability of buyers or liquidity for all securities.

3. Credit Risk & Default Risk

- Bonds and securities are subject to credit risk, meaning issuers may fail to make interest or principal payments.
- A downgrade in the credit rating of an issuer may impact the market value of your investment.

4. Regulatory & Compliance Risk

- Changes in SEBI, RBI, or government policies may affect the trading, taxation, or redemption of investments.
- Investments may become subject to new compliance requirements or restrictions.

5. Inflation & Interest Rate Risk

- Rising inflation and interest rates may reduce the purchasing power and real returns of investments.
- Fixed-income securities may experience price declines due to changes in interest rates.

6. Technology & Operational Risk

- Technical glitches, cyberattacks, or outages may disrupt trading and transaction processes.
- SafeGold Digidemat implements security measures but does not guarantee 100% protection against cyber threats.

7. Force Majeure Risks

- Events such as economic recessions, pandemics, wars, natural disasters, or banking system failures may impact investment performance.
- SafeGold Digidemat is not liable for losses resulting from such unpredictable events.

10.3 No Investment Advice Provided

- SafeGold Digidemat is not a financial advisor or tax consultant.
- Any market insights, reports, or tools on the Platform are for informational purposes only and should not be considered investment advice.
- Users should consult certified financial professionals before making investment decisions.

10.4 Risk of Using Third-Party Market Data & Research

- SafeGold Digidemat may display third-party research, news, or financial analyses.
- Such data is not independently verified, and SafeGold Digidemat does not endorse or take responsibility for third-party insights.
- Users must perform their own due diligence before acting on external research.

10.5 Taxation & Legal Obligations

- Users are responsible for complying with income tax, GST, capital gains tax, and other applicable tax laws.
- Tax liabilities vary depending on investment type, holding period, and applicable tax rates.
- SafeGold Digidemat does not provide tax filing assistance but may facilitate tax deduction at source (TDS) where required.
- Users must comply with FEMA (Foreign Exchange Management Act) restrictions if applicable to their residency status.

10.6 No Liability for Investment Losses

SafeGold Digidemat, its affiliates, directors, employees, or service providers shall not be liable for:

- Loss of capital due to market downturns or price fluctuations.
- Failure of issuers to honor bond payments or obligations.
- Losses incurred from technical errors, delays, or force majeure events.
- Any actions taken based on third-party data or research reports.

10.7 User Responsibility & Risk Mitigation

Users acknowledge that:

- All investment decisions are made at their own discretion and risk.
- They should diversify portfolios to manage investment exposure.

- They must regularly monitor their investments and adjust based on market conditions.
- They should maintain adequate emergency funds before investing in securities with long-term holding periods.

10.8 Changes to Risk Disclosures

SafeGold Digidemat reserves the right to update risk disclosures in accordance with new financial regulations or market developments. Users will be notified of significant changes via:

- Email alerts.
- Platform announcements
- In-app notifications.

11. Order Placement, Execution & RFQ (Request for Quote) Mechanism

11.1 Overview

SafeGold Digidemat facilitates transactions through a Request for Quote (RFQ) mechanism, where Users can request real-time price quotes from market participants before executing transactions. This process ensures transparency in price discovery and enables Users to make informed investment decisions.

By placing an RFQ-based order on the Platform, you acknowledge and accept that:

- Price quotes are subject to market fluctuations and may change rapidly.
- RFQs do not guarantee order execution if liquidity is unavailable.
- Once an RFQ-based order is executed, it is final and cannot be canceled or modified (except under specific circumstances).

11.2 Request for Quote (RFQ) Process

The RFQ mechanism works as follows:

1. User submits an RFQ request, specifying the security and quantity.
2. Counterparties respond with live price quotes based on current market conditions.
3. User reviews and selects the best available quote.

4. Once confirmed, the order is executed through the relevant exchange or clearing corporation.
5. Transaction settlement is completed as per the prescribed timelines.

RFQ Limitations:

- Price quotes have limited validity and may change if not accepted within the specified time.
- RFQ execution depends on liquidity and availability of counterparties.
- SafeGold Digidemat does not guarantee continuous RFQ availability for all securities.

11.3 Trade Settlement & Clearing

- RFQ-based transactions are settled through recognized clearing corporations.
- Settlement follows regulatory timelines (e.g., T+1 or T+2 settlement cycles).
- SafeGold Digidemat is not liable for settlement delays caused by clearinghouses or banks.

11.4 Order Modification & Cancellation Policy

- Before Execution: RFQ orders may be canceled or modified only if they have not yet been executed.
- After Execution: Orders cannot be canceled or modified once they are processed.

Exceptions may apply in cases of:

- Technical errors preventing proper execution.
- Regulatory or compliance requirements necessitating reversal.
- Order execution errors due to exchange or clearinghouse faults.

11.5 Fees, Taxes & Other Charges

Users agree to pay:

- Transaction Fees – As applicable to RFQ-based trades.
- Regulatory Charges – Including SEBI, stock exchange, and clearing fees.
- Government Taxes – Such as GST, Securities Transaction Tax (STT), or other applicable levies.

All applicable charges will be displayed before order confirmation.

11.6 Risk & Liability Disclaimer for RFQ Transactions

SafeGold Digidemat is not responsible for:

- Market price changes between RFQ submission and execution.
- Partial fulfillment of orders due to limited counterparty participation.
- Technical failures, system downtime, or exchange-related delays.
- Investment losses arising from price fluctuations.

11.7 Compliance with SEBI & Exchange Regulations

- RFQ-based transactions comply with SEBI's Online Bond Platform Providers (OBPP) Guidelines.
- Users must ensure compliance with all applicable regulatory and legal requirements.
- Any attempt to manipulate RFQ prices or engage in fraudulent activities will result in account suspension and reporting to SEBI or other authorities.

11.8 Changes to RFQ Policies

SafeGold Digidemat reserves the right to:

- Modify RFQ execution policies based on regulatory updates.
- Restrict RFQ access based on User eligibility or compliance status.
- Adjust fees, settlement timelines, or counterparty participation rules as required.

Users will be notified of any significant changes via email, Platform notifications, or public disclosures.

12. Refund & Cancellation Policy

12.1 Overview

SafeGold Digidemat follows a strict no cancellation or refund policy once an RFQ-based order has been successfully executed. All transactions are considered final and binding, except in cases where cancellation or refund is permitted under regulatory, technical, or compliance-related circumstances.

By placing an order on the Platform, Users acknowledge and accept that:

- Executed RFQ transactions cannot be reversed, modified, or canceled.
- Refunds are allowed only in cases of transaction failure due to system errors or regulatory intervention.
- SafeGold Digidemat is not responsible for market fluctuations affecting transaction value.

12.2 Cases Where Refunds May Be Issued

Refunds may be processed only under the following conditions:

1. Transaction Failure – If a transaction fails due to a technical glitch, exchange error, or bank failure.
2. Unauthorized Transaction – If a User reports unauthorized access or fraudulent activity, subject to investigation.
3. Regulatory Requirement – If an order is voided due to SEBI, RBI, or stock exchange compliance violations.

Refunds will not be provided for:

- Price fluctuations after order execution.
- Change of mind or incorrect order placement by the User.
- Partial execution of RFQ-based transactions due to market conditions.

12.3 Refund Processing Timeline

- Refund requests must be submitted to SafeGold Digidemat Customer Support with relevant details.
- If approved, refunds will be processed within 7-10 business days, subject to banking and compliance checks.
- The refunded amount will be credited to the User's registered bank account only.

12.4 Order Cancellation Policy

- Before Execution: Orders can be canceled only if the RFQ process is still ongoing and no final execution has taken place.
- After Execution: Orders cannot be canceled under any circumstances unless explicitly required by regulatory bodies.

12.5 SafeGold Digidemat's Rights Regarding Refunds & Cancellations

- The Company reserves the right to approve or reject refund/cancellation requests at its sole discretion.
- If fraudulent activity is suspected, SafeGold Digidemat may:
 - Block the User's account for further transactions.
 - Report suspicious activity to regulatory authorities.
 - Withhold refunds until a full investigation is completed.

12.6 Changes to Refund & Cancellation Policy

SafeGold Digidemat reserves the right to update or modify this policy in compliance with:

- Regulatory directives from SEBI or RBI.
- Changes in market structure or transaction processing rules.
- New risk management or fraud prevention measures.

13. Fees, Charges & Taxes

13.1 Overview

SafeGold Digidemat applies transactional fees, regulatory charges, and applicable taxes for services provided on the Platform. Users acknowledge and agree that:

- Fees and charges are non-refundable unless otherwise stated.
- All applicable taxes are the responsibility of the User and will be deducted at the time of transaction.
- SafeGold Digidemat reserves the right to revise fees in compliance with regulatory updates or operational costs.

13.2 Types of Fees & Charges

The following fees may apply to transactions conducted on the Platform:

1. Transaction Charges – Fees applicable on each buy/sell transaction executed via RFQ.
2. Regulatory Fees – SEBI, exchange, and clearinghouse charges applicable as per market regulations.
3. Payment Processing Fees – Fees for fund transfers through NEFT/RTGS/UPI/payment gateways.
4. Custodian or Holding Fees – If applicable, for maintaining securities in a depository or clearinghouse.

5. Late Payment or Penalty Charges – Levied on delayed payments or settlement failures due to User non-compliance.

Fee Structure Transparency

- All applicable fees and charges will be disclosed before transaction confirmation.
- Fees may vary based on transaction volume, market conditions, and regulatory mandates.

13.3 Taxes Applicable on Transactions

Users are responsible for paying applicable taxes levied by the Government of India, including but not limited to:

- Goods and Services Tax (GST) – Levied on platform service charges.
- Securities Transaction Tax (STT) – Applied on applicable securities transactions.
- Stamp Duty – Charged as per state government regulations.
- Tax Deducted at Source (TDS) – May be applicable for certain transactions, as per Income Tax laws.

SafeGold Digidemat may deduct applicable taxes at the time of transaction processing and provide a summary in the transaction statement.

13.4 No Hidden Charges

- SafeGold Digidemat ensures full transparency in its pricing structure.
- Users will always have visibility into the fees applicable before confirming a transaction.

13.5 Changes to Fees & Taxes

SafeGold Digidemat reserves the right to modify fees, introduce new charges, or adjust taxation policies in compliance with:

- Regulatory changes mandated by SEBI, RBI, or tax authorities.
- Updates in stock exchange or clearinghouse fee structures.
- Changes in operational costs associated with Platform services.

14. Third-Party Services and Advertisements

14.1 Overview

SafeGold Digidemat may collaborate with third-party service providers, vendors, or financial institutions to offer additional services on the Platform. These third-party services may include:

- Market data and financial analytics providers.
- Payment gateway and banking integrations.
- Regulatory compliance and KYC verification partners.
- Investment research reports from authorized entities.

Users acknowledge that SafeGold Digidemat does not own, control, or guarantee third-party services and that their use is subject to independent terms and conditions set by the respective providers.

14.2 Third-Party Disclaimers

- SafeGold Digidemat does not endorse or take responsibility for the accuracy, reliability, or suitability of any third-party services, products, or advertisements displayed on the Platform.
- Users should independently verify third-party offerings before making any investment or financial decision.
- SafeGold Digidemat shall not be liable for any financial losses, damages, or disputes arising from third-party service usage.

14.3 Third-Party Payment Gateways

- You understand that SafeGold Digidemat may tie-up with RBI Registered payment gateway(s) vendors (Merchant Services- Payment Facilitation) or shall avail payment gateway services provided by Exchanges to allow you to make online payments/ discharge settlement obligation. SafeGold Digidemat is only acting as a facilitator to provide online seamless transaction service to the User. However, SafeGold Digidemat / vendor (i.e. Counter Party) and its representatives shall not be held responsible in any manner whatsoever for use of such facility by User.
- SafeGold Digidemat vendor shall not be held responsible for any irregularity or failure or delay or misappropriation of funds due to acts of commissions/ omissions of Payment Gateway vendor or the Bank and/or third party(ies) involved in settlement of funds.
- SafeGold Digidemat excludes all the liabilities, losses, damages including liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of:

- o Services Offered by Payment Gateway vendor
 - o The payment mechanism;
- SafeGold Digidemat does not store or process User payment credentials and is not liable for payment failures, delays, or unauthorized transactions occurring through external payment processors.
- Users must adhere to the terms and policies of the respective payment gateways when making transactions.

14.4 Third-Party Advertisements

- The Platform may display advertisements from external vendors, investment firms, or financial service providers.
- SafeGold Digidemat does not verify or endorse third-party advertisements and is not responsible for misleading claims made by advertisers.
- Clicking on third-party advertisements redirects Users to external websites, and SafeGold Digidemat shall not be liable for any transactions or data shared on those sites.

14.5 Liability Disclaimer for Third-Party Services

SafeGold Digidemat, its affiliates, and employees shall not be responsible for:

- Losses or damages resulting from reliance on third-party data or services.
- Technical failures, incorrect pricing, or misinformation provided by third-party vendors.
- Unauthorized transactions, phishing scams, or fraudulent advertisements from external parties.

14.6 Changes to Third-Party Services Policy

SafeGold Digidemat reserves the right to modify, restrict, or discontinue access to third-party services based on:

- Regulatory requirements from SEBI, RBI, or other financial authorities.
- Changes in third-party partnerships or service availability.
- User security and risk management considerations.

Users will be notified of any major changes via Platform announcements, email notifications, or updates to these Terms & Conditions

15. Beta Services

15.1 Overview

From time to time, SafeGold Digidemat may introduce Beta Services—new features, tools, or functionalities that are in the testing phase before full-scale deployment. These Beta Services may be available to a limited group of Users for the purpose of evaluation and feedback.

By opting to use Beta Services, Users acknowledge that:

- These features are experimental and may contain bugs or limitations.
- SafeGold Digidemat does not guarantee stability, accuracy, or uninterrupted availability of Beta Services.
- SafeGold Digidemat may modify or discontinue Beta Services at any time without prior notice.

15.2 User Participation in Beta Testing

- Participation in Beta Services is voluntary and may be offered through an invitation-based model.
- Users may be required to sign additional agreements or consent forms before gaining access to Beta features.
- SafeGold Digidemat may collect feedback, performance data, and error reports from Beta Users to improve services.

15.3 No Warranty or Support for Beta Services

- Beta Services are provided on an "as is" and "as available" basis, with no express or implied warranties.
- SafeGold Digidemat does not provide customer support, troubleshooting, or guarantees for Beta Services.
- Users acknowledge that Beta Services may be significantly modified or removed at any time without compensation or recourse.

15.4 Risks Associated with Beta Services

Users should be aware that Beta Services may not function as expected and could result in:

- Transaction delays or errors.
- Loss of access to certain features.
- Security vulnerabilities or data inconsistencies.

SafeGold Digidemat shall not be held liable for any losses, damages, or inconveniences arising from the use of Beta Services.

15.5 Termination of Beta Services

- SafeGold Digidemat reserves the right to terminate Beta Services at any time, with or without notice.
- Upon termination, Users may lose access to Beta features and any associated data or configurations.

15.6 Changes to Beta Services Policy

SafeGold Digidemat may modify Beta Service terms, eligibility criteria, or testing protocols based on:

- User feedback and technical performance reviews.
- Compliance with SEBI, RBI, or other regulatory guidelines.
- Security and risk management considerations.

Users will be notified of significant changes via email, Platform notifications, or updates to these Terms & Conditions.

16. Account Suspension, Termination & Closure Guidelines

16.1 Overview

SafeGold Digidemat reserves the right to suspend, restrict, or terminate User accounts under certain conditions, including non-compliance with regulatory requirements, suspicious activities, or violations of these Terms & Conditions.

By registering on the Platform, Users acknowledge and agree that:

- Account suspension or termination may be enforced without prior notice in certain cases.
- SafeGold Digidemat is not liable for any financial losses incurred due to account restrictions.
- Account closure requests must follow prescribed procedures, including settlement of pending transactions.

16.2 Reasons for Account Suspension or Termination

A User's account may be suspended, restricted, or terminated for any of the following reasons:

- A. Non-Compliance with KYC & Regulatory Requirements

- Failure to complete Know Your Customer (KYC) verification within the required timeframe.
- Submission of false, misleading, or fraudulent information during registration.
- Non-compliance with SEBI, RBI, or other applicable regulatory requirements.

B. Fraudulent, Unlawful, or Suspicious Activities

- Attempts to engage in money laundering, tax evasion, or unauthorized trading.
- Use of the Platform for fraudulent transactions or market manipulation.
- Multiple account registrations by the same individual without authorization.

C. Security & Unauthorized Access Violations

- Sharing account credentials or engaging in unauthorized transactions.
- Attempting to hack, modify, or disrupt Platform operations.
- Any activity that poses a security risk to the Platform, Users, or third parties.

D. Non-Payment of Fees or Financial Obligations

- Repeated failed payments for transactions, fees, or regulatory charges.
- Deliberate attempts to avoid transaction fees, penalties, or taxes.

E. Misuse of the Platform

- Violation of these Terms & Conditions or any applicable policies.
- Spreading false or misleading information about the Platform.
- Abuse of customer support services through harassment or inappropriate behavior.

16.3 Account Suspension Process

- Upon detection of any policy violations or suspicious activities, SafeGold Digidemat may temporarily suspend the User's account.
- The User will receive a notification via email or Platform alerts regarding the reason for suspension.
- Users may be required to submit additional verification documents to resolve compliance issues.

16.4 Account Termination Process

- If a User fails to comply with SafeGold Digidemat's policies, the account may be permanently terminated.

- A termination notice will be sent via email or official communication channels.
- Any remaining balances or securities must be transferred or liquidated as per regulatory guidelines.
- SafeGold Digidemat reserves the right to report violations to regulatory authorities (SEBI, RBI, FIU-IND, or law enforcement agencies).

16.5 User-Initiated Account Closure

Users who wish to close their accounts voluntarily must:

- Submit an account closure request through official customer support channels.
- Ensure that all pending transactions are completed or canceled.
- Settle any outstanding fees, charges, or obligations.
- Withdraw any remaining balances to their registered bank account.

Once an account is closed:

- Users cannot reopen the same account and must register again if they wish to use the services in the future.
- Account data may be retained as per regulatory data retention policies.

16.6 Effects of Suspension, Termination, or Closure

- Loss of Access – Users will be restricted from logging into the Platform.
- Pending Transactions Canceled – Open orders may be canceled or settled as per policy.
- Forfeiture of Benefits – Users may lose access to promotional offers, bonuses, or loyalty programs.
- Regulatory Reporting – Terminated accounts linked to fraud or compliance violations may be reported to authorities.

16.7 Appeal & Reinstatement of Suspended Accounts

Users whose accounts are suspended may appeal by contacting customer support with supporting documents. SafeGold Digidemat will:

- Review the appeal based on internal compliance policies.
- Request additional verification if necessary.
- Decide on account reinstatement or permanent closure based on investigation results.

16.8 SafeGold Digidemat's Rights Regarding Account Actions

SafeGold Digidemat reserves the right to:

- Modify account suspension and termination policies in line with regulatory updates.
- Deny account reactivation requests based on previous compliance history.
- Take legal action against Users engaging in fraudulent or prohibited activities.

16.9 Updates to Account Suspension & Termination Policy

SafeGold Digidemat may update or modify these policies as per:

- Changes in SEBI, RBI, or legal compliance requirements.
- Platform security enhancements.
- Risk management strategies for fraud prevention.

17. Intellectual Property Rights

17.1 Ownership of Intellectual Property

SafeGold Digidemat retains all rights, title, and interest in and to the Platform, including but not limited to:

- Website, mobile applications, software, and tools.
- Logos, trademarks, service marks, and branding materials.
- Content, text, images, design elements, and multimedia.
- Market data, analytics, and proprietary algorithms.

All intellectual property (IP) associated with SafeGold Digidemat is protected under applicable Indian and international copyright, trademark, and intellectual property laws.

17.2 User License & Permitted Use

By using the Platform, SafeGold Digidemat grants Users a limited, non-exclusive, revocable, non-transferable right to:

- Access and use the Platform for personal investment purposes only.
- View, download, and print content strictly for non-commercial use.

17.3 Prohibited Use of Intellectual Property

Users must not:

- Copy, modify, distribute, reproduce, or republish any Platform content or data without authorization.
- Reverse-engineer, decompile, or attempt to extract source code, trade secrets,

or proprietary algorithms.

- Use SafeGold Digidemat's trademarks, logos, or branding without prior written consent.
- Create derivative works, deep-link, scrape, or mine data from the Platform.
- Misrepresent their association with SafeGold Digidemat in any unauthorized manner.

Violations of these restrictions may result in account suspension, legal action, and claims for damages.

17.4 Third-Party Intellectual Property

- The Platform may display third-party content, reports, market data, or financial tools.
- Such content remains the intellectual property of the respective owners, and Users must not infringe upon third-party rights.
- SafeGold Digidemat is not liable for IP disputes arising from third-party services integrated into the Platform.

17.5 Reporting Intellectual Property Violations

If a User or third party believes that their copyrights, trademarks, or other IP rights have been infringed upon, they may submit a written complaint to: digidemat@safegold.in

The complaint must include:

- Detailed description of the alleged infringement.
- Proof of ownership or authorization for the affected IP.
- Requested actions (removal, attribution correction, etc.).

SafeGold Digidemat will review claims and take appropriate corrective action if necessary.

17.6 Enforcement & Consequences of Violation

Users who infringe upon SafeGold Digidemat's intellectual property rights may face:

- Account suspension or permanent termination.
- Legal action, including financial penalties and injunctions.
- Claims for damages arising from unauthorized use of IP.

17.7 Updates to Intellectual Property Policy

SafeGold Digidemat reserves the right to modify or expand its IP policies based on:

- Regulatory updates in intellectual property law.
- Expansion of Platform services and proprietary technologies.
- Legal disputes or enforcement requirements.

18. Confidentiality & Data Protection

18.1 Overview

SafeGold Digidemat is committed to protecting User data, financial information, and transaction details in compliance with applicable data protection laws and regulatory guidelines.

By using the Platform, Users acknowledge and agree that:

- SafeGold Digidemat collects, processes, and stores User data strictly for operational and regulatory purposes.
- User information will not be sold or shared with unauthorized third parties.
- SafeGold Digidemat implements security measures to protect User data but does not guarantee absolute protection against cyber threats.

18.2 Confidentiality of User Information

- All personal, financial, and transactional data provided by Users will be treated as confidential.
- SafeGold Digidemat shall not disclose User information except:
 - To regulatory authorities (SEBI, RBI, or government agencies) as required by law.
 - For fraud prevention, compliance checks, and security audits.
 - To third-party service providers strictly for transaction processing or KYC verification.
 - With User consent, where applicable.

18.3 Data Collection & Usage

SafeGold Digidemat may collect and process the following types of data:

- Personal Identification Details – Name, PAN, Aadhaar, contact details.

- Financial Information – Bank account details, investment records, transaction history.
- Device & Usage Data – IP address, login timestamps, and browsing behavior for security monitoring.

This data is used for:

- KYC compliance and regulatory reporting.
- Transaction processing and investment management.
- Fraud detection and cybersecurity enhancements.
- Platform improvements based on User activity analytics.

18.4 Data Security Measures

SafeGold Digidemat employs:

- Encryption protocols to secure data transmission.
- Multi-factor authentication (MFA) to protect User accounts.
- Regular cybersecurity audits to prevent breaches.
- Restricted access controls to ensure only authorized personnel handle sensitive data.

Despite these efforts, SafeGold Digidemat cannot guarantee 100% immunity from hacking, phishing, or system vulnerabilities. Users are advised to:

- Use strong passwords and enable two-factor authentication (2FA).
- Log out after each session, especially on shared devices.
- Avoid sharing login credentials or sensitive information with unauthorized persons.

18.5 Third-Party Data Sharing & Compliance

- SafeGold Digidemat may engage third-party vendors for services like:
 - Payment processing (banks, UPI gateways).
 - KYC verification (regulated identity authentication services).
 - Investment analytics and reporting.
- These third parties are contractually obligated to maintain data confidentiality and comply with regulatory data protection laws.

18.6 Data Retention Policy

- User data is retained as long as necessary for compliance with SEBI, RBI, and taxation laws.

- Certain records may be stored for statutory audit and regulatory reporting purposes.
- Upon account closure, data may be retained for a legally mandated period before being permanently deleted.

18.7 User Rights & Data Access Requests

Users have the right to:

- Request access to their personal data stored by SafeGold Digidemat.
- Seek corrections in case of inaccurate or outdated information.
- Request deletion of data after account closure, subject to regulatory retention policies.

To submit a data request, Users may contact: digidemat@safegold.in

18.8 Breach Notification Policy

In the event of a data breach or security compromise, SafeGold Digidemat will:

- Notify affected Users via email or Platform alerts.
- Take immediate measures to mitigate risks and secure accounts.
- Report the breach to regulatory authorities if required.

18.9 Changes to Confidentiality & Data Protection Policy

SafeGold Digidemat reserves the right to modify data protection policies in response to:

- New regulations introduced by SEBI, RBI, or the Government of India.
- Advancements in cybersecurity and fraud prevention technologies.
- Operational changes requiring updated data collection or processing mechanisms.

19. User Responsibilities & Prohibited Activities

19.1 Overview

Users of SafeGold Digidemat's Platform are expected to comply with all applicable laws, regulations, and Platform policies while conducting transactions. Any misuse, fraudulent activity, or violation of these Terms may result in account suspension, legal action, and regulatory reporting.

By using the Platform, Users agree to:

- Conduct transactions legally and transparently.
- Maintain accurate and updated personal and financial information.
- Abide by SEBI, RBI, and other applicable financial regulations.
- Use the Platform only for its intended investment and trading purposes.

19.2 User Responsibilities

Users must:

- Ensure their KYC details, linked bank accounts, and transaction records are accurate and compliant.
- Monitor their accounts regularly for unauthorized transactions and report any suspicious activity immediately.
- Maintain the confidentiality of login credentials, passwords, and transaction PINs.
- Use the Platform in good faith and avoid speculative or manipulative trading practices.

19.3 Prohibited Activities

Users must not engage in the following:

A. Fraudulent or Misleading Activities

- Providing false or incomplete information during account registration or KYC verification.
- Engaging in identity theft, impersonation, or unauthorized access.
- Using fake, stolen, or illegally obtained financial credentials.

B. Market Manipulation & Misuse of Trading Features

- Engaging in price manipulation, insider trading, or deceptive investment schemes.
- Placing RFQ-based orders with fraudulent intent or attempting to disrupt market price discovery.
- Using automated scripts, bots, or external software to bypass trading restrictions or manipulate transactions.

C. Money Laundering, Tax Evasion & Illegal Transactions

- Using the Platform for money laundering, tax evasion, or illegal fund transfers.
- Conducting transactions on behalf of a third party without authorization.
- Structuring transactions to avoid detection by regulatory authorities.

D. Unauthorized Access & Cybersecurity Violations

- Attempting to hack, breach, or exploit vulnerabilities in SafeGold Digidemat's systems.
- Uploading or distributing viruses, malware, or harmful code.
- Engaging in activities that slow down, overload, or interfere with Platform operations.

E. Abuse of Customer Support or Misuse of Platform Services

- Submitting false complaints, refund requests, or claims.
- Harassing, threatening, or abusing SafeGold Digidemat's employees, partners, or other Users.
- Posting or spreading misinformation, defamatory content, or harmful communications about the Platform.

19.4 Consequences of Violating Platform Policies

SafeGold Digidemat reserves the right to take corrective actions against Users violating these Terms, including:

- Immediate account suspension or termination.
- Cancellation of pending transactions and freezing of assets.
- Legal proceedings for fraudulent or criminal activities.
- Reporting violations to SEBI, RBI, FIU-IND, or law enforcement agencies.

19.5 Reporting Violations

Users who suspect policy violations, fraud, or unauthorized activities may report them by contacting: digidemat@safegold.in

Reports should include:

- A detailed description of the violation.
- Supporting evidence (screenshots, emails, transaction details, etc.).
- User identification details for investigation purposes.

19.6 Changes to User Responsibilities & Prohibited Activities Policy

SafeGold Digidemat reserves the right to update or modify these policies in response to:

- New regulatory requirements from SEBI, RBI, or law enforcement authorities.
- Security upgrades to protect against fraud and cyber threats.
- Changes in Platform operations or trading mechanisms.

Users will be notified of any significant changes via email, Platform notifications, or updates to these Terms & Conditions.

20. Security of the Platform / Site Security

20.1 Overview

SafeGold Digidemat is committed to maintaining a secure and reliable Platform for all Users. The Company employs industry-standard security measures to protect User data, transactions, and account integrity from unauthorized access, fraud, and cyber threats.

By using the Platform, Users acknowledge that:

- They are responsible for maintaining the security of their login credentials and account access.
- SafeGold Digidemat implements security measures, but absolute protection against cyber risks cannot be guaranteed.
- Any attempt to compromise Platform security will result in immediate account termination and legal action.

20.2 Security Measures Implemented by SafeGold Digidemat

To protect User data and transactions, SafeGold Digidemat implements:

- End-to-End Encryption – Secure encryption for data transmission and storage.
- Multi-Factor Authentication (MFA) – Additional security layers for login and transaction approvals.
- Fraud Detection Systems – Real-time monitoring for suspicious activities and unauthorized access.
- Periodic Security Audits – Regular assessments to identify and fix potential vulnerabilities.
- Restricted API Access – Ensuring only authorized integrations are allowed.

20.3 User Responsibilities for Account Security

To ensure a secure trading environment, Users must:

- Use strong passwords and avoid sharing credentials.
- Enable multi-factor authentication (MFA) for enhanced security.
- Log out after completing transactions, especially on shared or public devices.
- Avoid clicking on phishing emails or suspicious links pretending to be from SafeGold Digidemat.
- Regularly update passwords and security settings to prevent unauthorized access.

Users must immediately report any suspected unauthorized access or security breaches to customer support.

20.4 Prohibited Activities Affecting Platform Security

Users must not engage in:

- Hacking, reverse-engineering, or attempting to breach security protocols.
- Disrupting Platform operations through denial-of-service (DoS) attacks, botnets, or automated scripts.
- Using malicious software, trojans, or viruses to compromise the Platform.
- Tampering with RFQ-based transactions or attempting to manipulate execution processes.
- Unauthorized data scraping, data mining, or API misuse.

Any attempt to engage in such activities will lead to immediate account termination and legal consequences.

20.5 Reporting Security Concerns

If Users suspect any security vulnerabilities, phishing attempts, or cyber threats, they should report them immediately to: digidemat@safegold.in

Reports should include:

- Details of the security issue (suspicious activity, login attempts, transaction anomalies).
- Screenshots or other supporting evidence (if available).
- Any unauthorized communications claiming to be from SafeGold Digidemat.

SafeGold Digidemat will investigate reported concerns on priority and take corrective actions if required.

20.6 Platform Security Updates & Enhancements

SafeGold Digidemat regularly updates its security infrastructure in response to:

- Emerging cyber threats and vulnerabilities.
- Regulatory security guidelines issued by SEBI, RBI, or other authorities.
- Technological advancements in encryption and fraud detection.

Users are encouraged to stay updated with security best practices and enable all available safety features on their accounts.

20.7 Changes to Security Policies

SafeGold Digidemat reserves the right to modify its security policies and protocols based on:

- Industry-standard cybersecurity upgrades.
- Regulatory requirements for financial platform security.
- Threat intelligence reports on fraud prevention and mitigation.

21. Indemnification

21.1 Overview

By using the SafeGold Digidemat Platform, Users agree to indemnify, defend, and hold SafeGold Digidemat Private Limited, its affiliates, officers, directors, employees, agents, and service providers harmless from any losses, damages, liabilities, claims, or expenses arising from their actions or violations of these Terms & Conditions.

21.2 Scope of Indemnification

Users agree to indemnify SafeGold Digidemat for any claims or damages resulting from:

- Violation of Applicable Laws & Regulations – Any breach of SEBI, RBI, or other regulatory guidelines by the User.
- Misuse of the Platform – Unauthorized access, fraudulent transactions, or market manipulation.
- False Information or Misrepresentation – Providing incorrect KYC details, financial information, or investment representations.
- Security Breaches – Failure to secure account credentials leading to unauthorized access.

- Third-Party Disputes – Any claims brought by external entities due to the User's actions on the Platform.
- Breach of Confidentiality & Data Protection Policies – Unauthorized sharing, misuse, or leakage of sensitive data.

21.3 Limitation of SafeGold Digidemat's Liability

- SafeGold Digidemat shall not be held liable for any indirect, incidental, special, or consequential damages resulting from:
 - Market fluctuations, price volatility, or investment losses.
 - Unauthorized access to User accounts due to negligence.
 - Technical failures, delays, or disruptions beyond the Company's control.
 - Regulatory actions that impact trading activities.
- Users acknowledge that all investments carry inherent financial risks, and SafeGold Digidemat does not guarantee any returns or capital protection.

21.4 User Obligation to Cover Legal Costs

If SafeGold Digidemat incurs legal expenses, penalties, or financial liabilities due to a User's actions, the User agrees to:

- Reimburse all reasonable legal and compliance-related costs.
- Cooperate fully in investigations or regulatory proceedings.
- Settle outstanding dues, fines, or penalties imposed by authorities due to their violations.

21.5 Indemnification in Case of Third-Party Claims

If a third party (including regulators, financial institutions, or other Users) files a claim against SafeGold Digidemat due to a User's misconduct, the User will:

- Be solely responsible for resolving the dispute.
- Compensate SafeGold Digidemat for any financial or reputational harm suffered.

21.6 Changes to Indemnification Policy

SafeGold Digidemat reserves the right to update or modify indemnification clauses based on:

- Changes in SEBI, RBI, or legal compliance frameworks.
- Updates to Platform security, fraud detection, or operational policies.
- New market risks affecting financial liability structures.

Users will be notified of any major changes via email, Platform notifications, or updates to these Terms & Conditions.

22. Representations and Warranties

22.1 User Representations and Warranties

By accessing and using the SafeGold Digidemat Platform, Users represent and warrant that:

- They are legally eligible to enter into a binding contract under applicable laws.
- They have provided accurate, truthful, and complete information during registration and KYC verification.
- They are using the Platform for lawful investment purposes and not for fraudulent, speculative, or illegal activities.
- They will comply with all SEBI, RBI, and other regulatory guidelines while transacting on the Platform.
- They are not prohibited or restricted by any regulatory authority from engaging in financial transactions.
- They will maintain the confidentiality and security of their login credentials and account details.

Users acknowledge that any false representations or misleading information may result in account suspension, legal action, and regulatory reporting.

22.2 SafeGold Digidemat's Representations and Warranties

SafeGold Digidemat represents and warrants that:

- It is a legally registered entity operating in compliance with applicable financial regulations.
- It provides the Platform on an "as is" and "as available" basis, without any guarantees of uninterrupted service.
- It implements industry-standard security measures to protect User data and transactions.
- It does not offer investment advice, guaranteed returns, or risk-free investments.
- It complies with all SEBI, RBI, and applicable regulatory requirements for digital investment platforms.

22.3 Disclaimer of Warranties

SafeGold Digidemat does not make any representations or warranties regarding:

- Future investment performance – All investments carry risks, and returns are not guaranteed.
- Continuous access or uptime – The Platform may experience downtime, maintenance interruptions, or system failures.
- Accuracy of market data – Prices and analytics displayed on the Platform may be subject to real-time fluctuations and external provider errors.
- Third-party services – SafeGold Digidemat does not control or endorse third-party vendors, payment gateways, or external content providers.

22.4 Limitation of Liability

- SafeGold Digidemat shall not be held liable for:
 - Investment losses, market fluctuations, or capital depreciation.
 - Unauthorized transactions due to User negligence.
 - Delays in order execution or settlement caused by stock exchanges, banks, or clearing corporations.
 - Cybersecurity risks, hacking incidents, or data breaches beyond its control.
 - Regulatory changes that impact Platform operations or investment instruments.
- Users acknowledge that investing in financial securities involves inherent risks, and SafeGold Digidemat bears no responsibility for User decisions.

22.5 Updates to Representations and Warranties

SafeGold Digidemat reserves the right to update or modify its representations and warranties based on:

- Regulatory directives from SEBI, RBI, or government bodies.
- Changes in financial compliance frameworks.
- Operational enhancements or risk management policies.

23. Modification of Terms

23.1 Right to Modify Terms & Conditions

SafeGold Digidemat reserves the right to modify, update, or amend these Terms & Conditions at any time to comply with:

- Changes in SEBI, RBI, or other regulatory guidelines.
- Operational updates, security enhancements, or business needs.
- Modifications in transaction processes, fees, or Platform functionalities.



Users acknowledge that continued use of the Platform after modifications constitutes acceptance of the revised Terms.

23.2 Notification of Changes

SafeGold Digidemat will provide reasonable notice of any significant changes through:

- Email notifications
- Platform announcements.
- Updates in the Terms & Conditions section of the website/app.

If required by law, Users may need to reaffirm consent to the updated Terms before continuing to use the Platform.

23.3 User Responsibility to Review Updates

- Users are expected to review the Terms & Conditions periodically to stay informed about changes.
- SafeGold Digidemat is not responsible if a User fails to review and understand the updated Terms.

23.4 Discontinuation of Services Due to Non-Acceptance

If a User disagrees with the modified Terms, they must:

- Discontinue using the Platform immediately.
- Close their account and withdraw any funds or securities, subject to applicable policies.

Failure to discontinue usage will be considered acceptance of the updated Terms.

23.5 SafeGold Digidemat's Rights to Modify or Terminate Services

SafeGold Digidemat reserves the right to:

- Modify, suspend, or discontinue certain Platform features or services due to regulatory or business decisions.
- Change fee structures, transaction policies, or service offerings, with prior notice to Users.
- Enforce new security measures, fraud prevention protocols, or compliance checks.

23.6 Updates to the Modification Policy

SafeGold Digidemat may update this Modification of Terms policy based on:

- New regulatory mandates issued by financial authorities.
- Platform upgrades requiring changes in service terms.
- User feedback and evolving industry standards.

24. Limitation of Liability

24.1 General Limitation of Liability

SafeGold Digidemat, including its affiliates, directors, employees, agents, and service providers, shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from:

- Investment losses due to market fluctuations.
- Delays, failures, or technical issues in transaction processing.
- Unauthorized access to User accounts caused by negligence or phishing attacks.
- Regulatory changes impacting the availability of certain securities or investment instruments.
- Data breaches, cyberattacks, or service interruptions beyond the Company's control.

24.2 No Liability for Investment Decisions

SafeGold Digidemat does not provide financial advice and shall not be responsible for:

- Users' investment choices or financial losses.
- Market conditions affecting asset values.
- Incorrect or outdated third-party market data displayed on the Platform.

Users accept full responsibility for their investment decisions and should consult financial professionals before trading.

24.3 No Warranties for Uninterrupted Service

- SafeGold Digidemat provides the Platform on an "as is" and "as available" basis.
- The Company does not warrant that services will be uninterrupted, error-free, or secure from external threats.

- Scheduled maintenance, system failures, or regulatory requirements may temporarily limit access to the Platform.

24.4 No Liability for Third-Party Actions

SafeGold Digidemat is not responsible for the actions or omissions of:

- Stock exchanges, clearing corporations, or depositories.
- Third-party service providers, including payment gateways.
- Regulatory authorities issuing directives that impact transactions.

Users must address disputes with third-party providers directly with the respective entity.

24.5 Maximum Liability Cap

In any event, SafeGold Digidemat's total liability shall not exceed the total transaction fees paid by the User in the preceding 3 months for services directly affected by the claim.

24.6 Indemnification Clause

Users agree to indemnify and hold SafeGold Digidemat harmless from claims, losses, damages, or liabilities arising from:

- Violations of these Terms & Conditions.
- Fraudulent activities or unauthorized transactions.
- Regulatory penalties resulting from User misconduct.

24.7 Changes to Limitation of Liability Policy

SafeGold Digidemat reserves the right to modify or update this limitation of liability policy based on:

- New financial regulations issued by SEBI, RBI, or stock exchanges.
- Changes in legal interpretations of liability in digital investment platforms.
- Operational improvements to enhance security and risk management.

25. Governing Law & Dispute Resolution

25.1 Governing Law

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of India. Any disputes arising from the use of the SafeGold

Digidemat Platform shall be subject to:

- The jurisdiction of Indian courts.
- Applicable SEBI, RBI, and stock exchange regulations.
- Other relevant laws governing financial transactions and securities trading.

25.2 Dispute Resolution Mechanism

In case of any disputes, Users agree to resolve the matter through the following steps in order:

Internal Grievance Redressal

- Users must first raise a dispute with SafeGold Digidemat's Customer Support via: digidemat@safegold.in
- SafeGold Digidemat will review the complaint and attempt to resolve it within 15 business days.

Mediation or Arbitration (If Unresolved Internally)

- If the dispute remains unresolved, both parties may agree to mediate the issue through an independent arbitrator.
- The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The arbitration shall be conducted in Mumbai, Maharashtra, India, and the decision shall be final and binding on both parties.

Legal Proceedings (If Required)

- If arbitration does not resolve the dispute, Users may initiate legal proceedings only in the courts of Mumbai, Maharashtra India].
- Users agree not to pursue class-action lawsuits against SafeGold Digidemat.

25.3 SEBI and Regulatory Complaint Resolution

- If a User has grievances related to securities transactions, they may escalate the complaint to:
 - SEBI's SCORES Platform (www.scores.gov.in)
 - Stock Exchanges and Clearing Corporations (if applicable)

SafeGold Digidemat will fully cooperate with regulatory authorities to resolve disputes in compliance with applicable laws.

25.4 Waiver of Jury Trial & Class Actions

- Users agree to waive any right to a jury trial in case of legal disputes.
- Users agree not to participate in class-action lawsuits against SafeGold Digidemat, limiting claims to individual disputes only.

25.5 Changes to Dispute Resolution Policy

SafeGold Digidemat reserves the right to modify dispute resolution procedures based on:

- Regulatory updates from SEBI, RBI, or government bodies.
- Changes in legal frameworks governing digital investment platforms.
- Operational improvements for faster dispute resolution.

26. Force Majeure

26.1 Definition of Force Majeure

SafeGold Digidemat shall not be held liable for any failure or delay in performing its obligations under these Terms & Conditions if such failure or delay is due to events beyond its reasonable control ("Force Majeure Events"). These events include, but are not limited to:

- Natural Disasters – Earthquakes, floods, hurricanes, fires, or other extreme weather conditions.
- Government Actions – Changes in laws, regulations, trade restrictions, or regulatory interventions.
- Market Disruptions – Suspension of stock exchanges, financial market crashes, or economic instability.
- Cybersecurity Events – Cyberattacks, hacking incidents, ransomware, or large-scale data breaches.
- Technical Failures – Major system outages, internet disruptions, power failures, or telecommunications breakdowns.
- War, Terrorism & Civil Unrest – Acts of war, riots, strikes, pandemics, or political instability.

26.2 Effects of Force Majeure on Platform Services

During a Force Majeure Event, SafeGold Digidemat may:

- Temporarily suspend or restrict Platform operations.
- Delay transaction processing, settlements, or withdrawals.
- Modify service terms to comply with emergency regulatory directives.
- Take necessary steps to safeguard User funds and investments.

SafeGold Digidemat will make reasonable efforts to restore normal services as soon as the Force Majeure Event subsides.

26.3 No Liability for Losses Due to Force Majeure

Users acknowledge and agree that:

- SafeGold Digidemat shall not be responsible for losses, damages, or missed opportunities caused by Force Majeure Events.
- The Company will not compensate for investment losses resulting from market volatility during such events.
- SafeGold Digidemat's obligations under these Terms may be delayed or modified due to unavoidable circumstances.

26.4 Regulatory & Compliance Adjustments During Force Majeure

SafeGold Digidemat will comply with any regulatory adjustments issued by SEBI, RBI, or stock exchanges during Force Majeure Events, including:

- Temporary suspension of trading activities if mandated by stock exchanges.
- Extension of compliance deadlines if approved by regulatory bodies.
- Implementation of emergency security protocols to protect User data and funds.

26.5 Resumption of Services After Force Majeure

- SafeGold Digidemat will restore normal Platform functionality as soon as conditions stabilize.
- Users will be notified of any service resumption timelines via email or Platform announcements.
- If services remain unavailable for an extended period, Users will be provided with alternative solutions for fund recovery or order execution where applicable.

26.6 Changes to Force Majeure Policy

SafeGold Digidemat reserves the right to update or modify this Force Majeure policy based on:

- New regulatory guidelines addressing financial market disruptions.
- Evolving cybersecurity risks and digital asset security protocols.
- Global economic factors impacting financial services.

27. Ownership of Materials on Site

27.1 Intellectual Property Rights

All content, materials, and resources available on the SafeGold Digidemat Platform are the exclusive property of SafeGold Digidemat or its licensors. This includes, but is not limited to:

- Website and Mobile App Content – Text, graphics, UI/UX elements, and design layouts.
- Proprietary Software & Algorithms – Trading systems, financial calculators, and data analytics tools.
- Logos, Trademarks, and Branding – The SafeGold Digidemat name, logos, and service marks.
- Market Data & Reports – Investment insights, research, and RFQ-based trading data.

Users acknowledge that SafeGold Digidemat retains full ownership and copyright over all Platform materials.

27.2 Limited User License

SafeGold Digidemat grants Users a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Platform for personal investment purposes only.
- View, download, or print content strictly for non-commercial use.

This license does not transfer any ownership rights to Users.

27.3 Restrictions on Use

Users must not:

- Copy, modify, or distribute any Platform content without written permission.
- Reverse-engineer, decompile, or tamper with SafeGold Digidemat's software, databases, or trading systems.

- Use SafeGold Digidemat's branding, trademarks, or copyrighted materials for commercial purposes.
- Scrape, extract, or mine data from the Platform through bots, automation, or unauthorized scripts.

Any violations may result in account suspension, legal action, and financial claims for damages.

27.4 Third-Party Content & Intellectual Property

- Some content displayed on the Platform may be sourced from third-party market data providers, regulatory bodies, or financial institutions.
- Such content remains the intellectual property of the respective owners, and Users must not infringe upon third-party rights.
- SafeGold Digidemat does not claim ownership over third-party trademarks, research reports, or analytics tools but is authorized to display them where applicable.

27.5 Reporting Intellectual Property Violations

If a User or third party believes that their copyrights, trademarks, or intellectual property rights have been infringed upon, they may submit a complaint to: digidemat@safegold.in

The complaint must include:

- A description of the allegedly infringing content.
- Proof of ownership or authorization for the affected material.
- Requested actions (removal, attribution correction, etc.).

SafeGold Digidemat will review all IP claims and take appropriate corrective action if necessary.

27.6 Enforcement & Consequences of Violations

Users who violate SafeGold Digidemat's intellectual property policies may face:

- Immediate account suspension or permanent termination.
- Legal claims for damages resulting from unauthorized use of proprietary content.
- Regulatory reporting if violations involve financial fraud or misrepresentation.

27.7 Changes to Ownership & Intellectual Property Policy

SafeGold Digidemat reserves the right to update or modify this policy based on:

- Regulatory changes affecting digital investment platforms.
- New technological advancements in market data security and copyright protection.
- Platform expansions introducing proprietary investment tools and analytics.

28. Use for Reports and Materials

28.1 Purpose of Reports and Materials

SafeGold Digidemat may provide Users with investment reports, market data, research materials, and financial insights to facilitate informed decision-making. These materials may include:

- Market performance reports – Historical and real-time data on securities and investment trends.
- Transaction summaries – Detailed records of User activities, including RFQ-based trades.
- Regulatory disclosures – Compliance updates, SEBI/RBI guidelines, and legal notices.
- Educational content – Informational guides on investment risks, market strategies, and securities regulations.

28.2 User Rights to Access Reports

Users may:

- View, download, or print reports strictly for personal investment use.
- Retain copies of transaction histories and statements for tax or regulatory purposes.
- Use research materials to assess market trends and make informed investment decisions.

Users must not:

- Modify, republish, distribute, or resell reports without authorization.
- Use reports for commercial or advisory services without prior consent.
- Claim ownership or misrepresent SafeGold Digidemat's proprietary content as their own.

28.3 Accuracy and Limitations of Reports

SafeGold Digidemat makes reasonable efforts to ensure the accuracy of its reports and materials. However:

- Reports are provided on an "as is" basis and may be subject to errors, delays, or third-party inaccuracies.
- Market conditions may change after a report is generated, making past insights less relevant.
- SafeGold Digidemat does not provide investment guarantees based on the information in its reports.

Users should not rely solely on SafeGold Digidemat's reports for financial decisions and are encouraged to conduct their own independent research.

28.4 Third-Party Data in Reports

- Some reports may contain third-party financial data, regulatory updates, or stock exchange insights.
- SafeGold Digidemat does not endorse or verify third-party content and shall not be liable for any errors or omissions.
- Users must comply with any applicable restrictions on third-party data usage.

28.5 No Legal or Investment Advice

- Reports, market analyses, and research materials are for informational purposes only.
- SafeGold Digidemat does not provide legal, tax, or personalized investment advice.
- Users should consult with qualified financial advisors before making investment decisions based on reports.

28.6 Changes to Reports and Materials Policy

SafeGold Digidemat reserves the right to:

- Modify the format, frequency, or availability of reports based on regulatory or business requirements.
- Introduce premium analytics and paid research reports for advanced investment tracking.
- Restrict or discontinue specific reports due to changes in data partnerships or compliance mandates.

29. Use of Message Boards, Chat Rooms, and Other Communication Forums

29.1 Overview

SafeGold Digidemat may provide discussion forums, chat rooms, and community message boards to facilitate communication among Users. These forums are designed for:

- Investment discussions and market insights.
- User queries regarding Platform features.
- Educational exchanges on financial markets and securities trading.

By participating in these forums, Users agree to comply with these guidelines and acknowledge that SafeGold Digidemat does not monitor or endorse all User-generated content.

29.2 Permitted Uses

Users may use forums to:

- Discuss financial markets and investment strategies within legal and ethical boundaries.
- Ask questions or seek guidance on SafeGold Digidemat services.
- Share insights and experiences related to securities trading.

29.3 Prohibited Activities

Users must not engage in:

- Investment Misrepresentation & Fraudulent Claims
 - Sharing misleading investment tips, rumors, or unverified financial information.
 - Promoting unauthorized trading schemes or Ponzi-like structures.
- Market Manipulation & Insider Trading
 - Encouraging coordinated buying/selling to manipulate security prices.
 - Disclosing non-public, confidential, or insider information that affects market conditions.
- Harassment, Abuse, or Hate Speech

- Posting offensive, defamatory, or discriminatory comments.
- Threatening, bullying, or harassing other Users or moderators.

- Advertising & Spam

- Promoting third-party services, investment advisory businesses, or external platforms without approval.
- Sending unsolicited messages, referral links, or promotional content.

- Unauthorized Financial Advice

- Claiming to be a financial expert or offering investment advice without SEBI registration.
- Encouraging Users to take financial risks based on personal opinions.

29.4 Moderation and Enforcement

- SafeGold Digidemat reserves the right to remove or edit content that violates forum rules.
- Repeated violations may lead to:
 - Temporary or permanent bans from communication forums.
 - Account suspension or reporting to regulatory authorities if necessary.
- Forum moderators may issue warnings or take corrective actions at their discretion.

29.5 No Liability for User-Generated Content

- SafeGold Digidemat does not verify or guarantee the accuracy of User-generated discussions.
- The Company shall not be liable for investment decisions made based on forum content.
- Users are encouraged to exercise caution and verify information from credible sources before acting.

29.6 Reporting Forum Violations

Users can report suspicious, misleading, or abusive content to:
digidemat@safegold.in

Reports should include:

-The username or profile of the violator.

- Screenshots or links to the violating content.
- A brief description of the issue.

SafeGold Digidemat will investigate reports and take appropriate action.

29.7 Changes to Forum Usage Policies

SafeGold Digidemat reserves the right to modify or discontinue communication forums at any time based on:

- Regulatory compliance requirements from SEBI, RBI, or other authorities.
- User safety concerns, cyber threats, or operational adjustments.
- New policies for online discussion platforms and financial communities.

30. No Offers or Reliance

30.1 No Offer to Buy or Sell Securities

- SafeGold Digidemat provides an investment platform but does not offer, solicit, or recommend the purchase or sale of any security or financial instrument.
- The information available on the Platform should not be interpreted as an offer, solicitation, or endorsement of any investment product.
- Users should independently verify all investment opportunities before making financial decisions.

30.2 No Financial, Tax, or Legal Advice

- SafeGold Digidemat does not provide investment, legal, tax, or financial planning advice.
- Any market data, analysis, or research provided on the Platform is for informational purposes only and should not be considered professional advice.
- Users should consult with licensed financial advisors, tax consultants, or legal professionals before making investment decisions.

30.3 No Guarantees on Investment Performance

- SafeGold Digidemat does not guarantee:
 - Investment returns or profit generation.
 - Protection against market losses.
 - The accuracy, timeliness, or reliability of market data.

- Users acknowledge that all investments carry inherent risks, including the risk of losing capital.

30.4 Market Information Disclaimer

- Price quotes, RFQ-based orders, and financial reports available on the Platform are provided on an "as is" basis.
- SafeGold Digidemat does not guarantee that displayed market prices or investment insights will be accurate, real-time, or free from errors.
- Users should conduct their own research and analysis before acting on any market information.

30.5 No Reliance on Third-Party Content

- The Platform may feature third-party market data, financial reports, or investment tools.
- SafeGold Digidemat does not endorse or verify the accuracy of such third-party content.
- Users must evaluate third-party information at their own discretion and risk.

30.6 User Responsibility for Investment Decisions

- By using the Platform, Users agree that they are solely responsible for their investment choices.
- SafeGold Digidemat shall not be liable for any losses arising from:
 - Market fluctuations.
 - Reliance on inaccurate or outdated financial data.
 - Investment decisions made based on Platform content.

30.7 Changes to No Offers or Reliance Policy

SafeGold Digidemat reserves the right to modify this policy based on:

- Regulatory changes from SEBI, RBI, or other financial authorities.
- Updates to investment disclosure requirements.
- Platform improvements to enhance User understanding of financial risks.

31. Execution of Transactions (Settlement) and Request for Quote (RFQ) Module

31.1 Overview

SafeGold Digidemat facilitates the execution of securities transactions using the Request for Quote (RFQ) module, ensuring transparent price discovery. Transactions are settled in compliance with applicable SEBI regulations and exchange settlement cycles.

By using the RFQ-based trading system, Users acknowledge that:

- Orders are subject to market availability and counterparty participation.
- Settlement timelines are determined by clearing corporations and regulatory guidelines.
- Executed transactions are final and cannot be modified or canceled unless required by regulations.

31.2 RFQ-Based Order Execution Process

The RFQ module allows Users to request live price quotes before executing transactions. The process includes:

- Submitting an RFQ request – Users specify the security type, quantity, and transaction preference.
- Receiving market quotes – The Platform fetches real-time pricing from counterparties.
- Reviewing available quotes – Users compare prices and select the best available offer.
- Confirming execution – Once a quote is accepted, the order is locked in for processing.
- Transaction settlement – The executed order is settled through the designated clearinghouse.

Important Notes:

- Quotes are time-sensitive and may expire if not acted upon within the specified period.
- Partial fills may occur if full order execution is not available at the selected quote.
- Orders remain subject to market liquidity and counterparties' willingness to trade.

31.3 Settlement of Transactions

- Transactions follow standard T+1 or T+2 settlement cycles, depending on the security type and clearinghouse rules.

- Funds or securities are transferred only upon successful settlement by the clearing corporation.
- SafeGold Digidemat does not act as a counterparty but facilitates transactions through regulated intermediaries.
- Users will receive electronic trade confirmations and settlement details after execution.

31.4 Restrictions & Compliance for RFQ-Based Transactions

Users must comply with:

- SEBI regulations governing bond transactions and secondary market trading.
- KYC and AML (Anti-Money Laundering) requirements before executing trades.
- Capital market restrictions on speculative or unauthorized trading practices.

Users must not:

- Attempt to manipulate RFQ quotes or place misleading trade requests.
- Engage in unauthorized trading on behalf of third parties without disclosure.
- Violate SEBI's investor protection guidelines or clearing corporation rules.

31.5 No Guarantees on Order Execution

SafeGold Digidemat does not guarantee that:

- A submitted RFQ request will receive a counterparty response.
- Market conditions will remain stable between RFQ request and execution.
- Transactions will always execute at the exact requested price due to market volatility.

31.6 Transaction Records & Audit Trail

- All RFQ-based transactions are recorded and auditable as per regulatory requirements.
- Users can access their trade history, settlement reports, and order details via the Platform.
- Regulatory bodies may request transaction records for compliance verification and dispute resolution.

31.7 Changes to Transaction Execution & RFQ Module

SafeGold Digidemat reserves the right to modify RFQ trading policies based on:

- Updates in SEBI's Online Bond Platform Provider (OBPP) guidelines.

- Changes in exchange settlement frameworks or clearinghouse policies.
- Market conditions affecting counterparty availability and liquidity.

32. Miscellaneous Provisions

32.1 Entire Agreement

These Terms & Conditions, along with the Privacy Policy, Risk Disclosure, and other regulatory policies, constitute the entire agreement between SafeGold Digidemat and the User.

- Supersedes any prior agreements, discussions, or representations regarding Platform use.
- No oral or written communication outside these Terms shall be considered legally binding.

32.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, such provision shall be:

- Modified only to the extent necessary to comply with applicable laws.
- Deemed severed from the Terms without affecting the enforceability of the remaining provisions.

32.3 No Waiver of Rights

- Failure of SafeGold Digidemat to enforce any provision shall not be considered a waiver of its rights.
- Any waiver must be explicit and in writing to be legally binding.

32.4 Assignment of Rights

- Users cannot transfer, assign, or delegate their rights or obligations under these Terms without prior consent.
- SafeGold Digidemat reserves the right to assign its rights, obligations, or business operations to any entity without prior User consent.

32.5 Relationship Between Parties

- These Terms do not create a partnership, joint venture, or employment relationship between Users and SafeGold Digidemat.

- Users shall not represent themselves as authorized agents of SafeGold Digidemat for any purpose.

32.6 Communication & Notices

SafeGold Digidemat may send official notifications via:

- Email to the User's registered email address.
- In-app notifications or Platform announcements.
- Legal notices published on the website.

Users are responsible for keeping their contact details updated to receive all communications.

32.7 Compliance with Laws

Users agree to comply with:

- SEBI, RBI, and applicable financial regulations.
- Tax laws, reporting obligations, and investment restrictions as per Indian laws.
- Foreign exchange regulations (FEMA) if applicable.

Any User found in violation may face account termination, legal action, and regulatory penalties.

32.8 Changes to Miscellaneous Provisions

SafeGold Digidemat reserves the right to modify these provisions in response to:

- Regulatory updates impacting financial transactions and investor protections.
- Changes in Platform operations, business structure, or technological upgrades.