

NSE ACADEMY

User Terms of Service

These User Terms of Service (the “**User Terms**”) govern your, the Authorized User’s (as defined below), access and use of our online (the “**Website**”) & mobile (the “**Application**”) knowledge cloud platform, “NSE SMART” and content therein (the “**Services**”).

Any entity, organisation, trust, society, institution, etc., who have availed the Services of the Application from NSE Academy through which you (User) are accessing the Application is referred to as the “**Customer**”.

These User Terms are Legally Binding:

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Privacy Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Privacy Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Privacy Policy. “We”, “our” and “us” currently refers to NSE Academy Limited (“**NSE Academy**”).

You (herein also referred to as “User”), can access <https://www.nsesmart.com/> (herein after referred to as “NSE SMART”), subject to the terms and conditions of use, as changed / updated from time to time entirely at the discretion of NSE Academy Limited (NSE Academy) as set out below (“Terms of Use”).

NSE SMART is promoted, managed and operated by NSE Academy. You must be 18 years of age or older to visit or use the Website or Application in any manner. In the event that you are below 18 yrs. of age, you are visiting or using the Website or Application at your own risk and you alone shall be liable for your actions. By visiting or using the Website or Application, you are accepting these Terms of Use, you represent and warrant NSE Academy that you are 18 years of age or older, and that you have the right, authority and capacity to visit or use the Website or Application and agree to and abide by these Terms of Use. You also represent and warrant to NSE Academy that you will visit or use the Website or Application in a manner consistent with any and all applicable laws and regulations.

Access to Services and NSE SMART:

Subject to your compliance with these User Terms, we grant you a limited, revocable, non-exclusive, non-transferable access to our Service and NSE SMART via our website or through the “Exe application,” which may be downloaded /accessed from <http://www.nsesmart.com:8080/> in accordance with these User Terms.

If you access the Services and/or NSE SMART via our Exe application, we also grant you a limited, non-exclusive and non-transferable license to: (a) download, install, and use the Exe application from <http://www.nsesmart.com:8080/> in accordance with these User Terms and the terms of <https://www.nsesmart.com/> on a single mobile device owned or otherwise

controlled by you (“Mobile Device”) strictly in accordance with this User Terms, and (b) to access, stream, download and use on such mobile device the Services and/or NSE SMART made available in or otherwise accessible through the Exe application, strictly in accordance with this User Terms.

If you access the Services through a Mobile Device, your wireless service carrier’s standard charges, data rates, and other fees may apply. Some or all of the Services’ or NSE SMART’s functionality may not work with all carriers or mobile devices. By accessing the Services or NSE SMART on a Mobile Device, you impliedly agree that we may communicate with you by push notifications, text message, or other electronic means to your Mobile Device and that certain information about your usage of the Services through the mobile device may be communicated to us.

If you access our Services or NSE SMART through our Website, you need to make sure that your internet connection is adequate for accessing our Services and NSE SMART. You are solely responsible for your internet connection including the charges, rates, tariffs and other fees that might apply.

The Services are for your non-commercial, personal use only and must not be used for business purposes.

Intellectual Property Rights:

All the contents including but not limited to text, images, graphics, video, audio, etc., which are available through the Application or Website, including the deep links and the associated metadata, etc., are exclusive property of NSE Academy. All rights reserved, the User agrees not to reproduce, modify, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any content or data received through the Application or Website to anyone, without the express prior written consent of NSE Academy. No abstract or any part thereof may be reproduced, sold, rented, published, licensed or transmitted in any form or by any means, electronic, photocopying, or otherwise, without prior written permission of NSE Academy.

“NSE ACADEMY”, “NSE SMART”, and other NSE ACADEMY graphics, logos, page headers, button icons, scripts, and service names are tradenames, registered trademarks or trade dress of NSE Academy. NSE Academy’s trademarks and trade dress shall not be used in connection with any product or service that is not NSE Academy’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits NSE Academy.

To Use Our Services and NSE SMART, You Must Follow Our Rules

To help ensure a safe and productive work environment, all Authorized Users must comply with our User Terms of Service and remain vigilant in reporting inappropriate behaviour or content to us.

Responsibilities of the USER

When using NSE SMART, you shall not:

- interfere with the proper working of NSE SMART or any activities conducted on the Services;
- attempt to bypass or circumvent any measures we may use to prevent or restrict access to NSE SMART
- run any form of auto-responder or 'spam' on NSE SMART;
- use manual or automated software, devices, or other processes to "crawl" or "spider" any page of NSE SMART
- harvest or scrape any content from NSE SMART;
- otherwise take any action in violation of our guidelines and policies;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of NSE SMART, except to the limited extent applicable laws specifically prohibit such restriction;
- modify, translate, or otherwise create derivative works of any part of NSE SMART;
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- act in such a way that NSE SMART are damaged, interrupted or made less efficient;
- manipulate or abuse NSE SMART, or act in such a way that it creates an unreasonable strain on NSE SMART.

Authorized User Term

These User Terms remain effective until User's subscription expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the Privacy Policy.

NSE Academy has the exclusive right to terminate/ stoppage of services in case of material breach of the User Terms.

Code of Conduct

All Authorized Users participating in NSE SMART or any Service must agree to and strictly follow the following honour code of conduct:

1. You will personally complete all assessments, projects, and assignments, and will be your own work (except for peer or group based work).
2. You will not share your work, solutions, or answers to assessments, projects and assignments with anyone else. This includes both solutions written by you and any course staff solutions provided to you.
3. You will not engage in any activity that will dishonestly improve my results or dishonestly improve or negatively impact another user's results.

General Provisions:

General Provisions:

- i) NSMART broadcast with delayed feed for exe and web application will be available for various segments as mentioned below:
 - Cash/Equity: 9:30 a.m. to 3:45 p.m.
 - F&O / Derivatives: 9:30 a.m. to 3:45 p.m.
 - Currency Futures & Options (USDINR, EURINR, GBPINR, JPYINR): 9:30 a.m. to 5:00 p.m. The trade details can be viewed till 5:00 PM
 - The Data will be available only from NSE no other exchange feed shall be available.
- ii) By default virtual money of for a fixed amount for simulated environment shall be credited in the User account.
- iii) The application shall be accessible only from 9:30AM to 5:00PM on NSE working days and the timings are subject to change or deviation as per the data feed flow and connectivity within the application.

Email and NSEIT Messages

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to NSE ACADEMY should be sent in written to info_nsesmart@nse.co.in. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

Privacy Policy

Please review our Privacy Policy (at the end of this document) for more information on how we collect and use data relating to the use and performance of our products.

Confidentiality and non-Disclosure

The User's right to privacy is of paramount importance to NSE Academy. Any information provided by the User will not be shared with any third party, except in the manner provided under these Terms of Use and for the intended purpose for which such information is provided by the User, in which case User's consent is implied. NSE Academy reserves the right to use the information to provide the User a more personalized online experience.

You agree to use our services only for specific purposes as allowed in the User Terms. Any disclosure of information regarding our services to third party including a direct competitor is strictly prohibited and will be challenged in court of law. All obligations contained herein shall survive the termination of the Service. Furthermore, you acknowledge that our information regarding our services is proprietary, confidential and extremely valuable to us, and that we would be materially damaged by your disclosure of our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief.

Indemnification

User agrees to indemnify and hold NSE Academy and its affiliates, officers and employees, harmless from any claim, demand or damage, including reasonable attorney's fees, asserted by any third party due to or arising out of your use of or conduct on the Site. NSE Academy reserves the right to disclosure any personal information about you and your use of the Site including its contents, without your prior permission if NSE Academy has a good faith belief that such action is necessary to:

- conform to legal requirements or comply with legal process;
- protect and defend the rights or property of NSE Academy or its affiliated companies;
- enforce the Terms of Use; or
- Act to protect the interest of its members or others.

Modifications

As our business evolves, we may change these User Terms or the Privacy Policy. If we make a material change to the User Terms or the Privacy Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Privacy Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Disclaimer

These User Terms, Privacy Policy and the use of the Services and NSE SMART are not intended to and shall under no circumstances be construed as a promise or guarantee of any job or employment opportunity or fulfilment of the outcome of your matter/purpose for which you may be accessing/using the Services and/or NSE SMART.

Severability

The User Terms, including the Privacy Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted

so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Privacy Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

Disclaimer

NSE Academy does not warrant that NSE SMART will operate error-free or that NSE SMART and its servers are free of computer viruses or other harmful mechanisms. If your use of NSE SMART or content therein results in the need for servicing or replacing equipment or data, NSE Academy is not responsible for any such costs. Site and App related services are provided on an "as is" basis without any warranties of any kind. NSE Academy to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the fitness for particular purpose and non-infringement. NSE Academy makes no warranties about the accuracy, reliability, completeness, or timeliness of the services, software, text, graphics, and links.

Applicable Law

The Terms of Use shall be governed by the Laws of India. The Courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under the Terms of Use.

Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Contacting NSE Academy Ltd.

Please also feel free to contact us if you have any questions about these User Terms of Service. You may contact us at info_nsesmart@nse.co.in or at our mailing address below:

NSE Academy Ltd.
C/O : National Stock Exchange of India Ltd.
Exchange Plaza,
Bandra-Kurla Complex
Bandra (East), Mumbai 400051.

Privacy Policy

This Privacy Policy provides a clear explanation of how the Website and App, through which Authorized Users can download from marketplace, collects information about you when you interact with the Website or App while using our Services and/or NSE SMART.

Information we collect and receive

1. **UserData:** Content and information submitted by Users to the NSE SMART is referred to in this policy as “**UserData.**”

If you join the NSE SMART and create a user account (the “**User Account**”), you are a “**User,**” as further described in the User Terms of Service, and personal data like name, date of birth, address and so on collected from you for helping you establish your User Account, by us, is part of User Data.

In case you are using the Services through a Customer, then that Customer determines its own policies regarding storage, access, modification, deletion, sharing, processing, and retention of User Data which may apply to your use of the Services and NSE SMART. Please check with the Customer about the policies and settings it has in place, including procedure related to deletion of User Account and personal data.

In order to create a User Account, you may be asked for personal data which may include, amongst other details, your full name and work email address.

2. **Other information :** We may also collect and receive the following information:
 - a) **Account creation information:** Users will provide information such as an email address, phone number, and password to create an account.
 - b) **NSE SMART Setup Information:** When a User creates an account with NSE SMART using the Services, we may collect an email address, name, photo, domain details, user name for the individual setting up the account, and password. We may

also collect administrative team contact info, such as a mailing address etc. apart from the information as stated above

c) Billing and other information: For Customers/Users that purchase a paid version of the Services, our corporate affiliates and our third party payment processors may collect and store billing address and credit card information on our behalf or we may do this ourselves.

d) Services usage information : This is information about how you are accessing and using the Services, which may include administrative and support communications with us and information about the instances, channels, people, features, content, and links you interact with, and what third party content, assessments and integrations that you use (if any). This helps us to enhance the user experience.

e) Contact information: Subject to your permission, any contact information you choose to import is collected (such as an address book from a device) when using the Services.

f) Log data: When you use the Services our servers automatically record information, including information that your browser sends whenever you visit a website and/or App.. . website and/or App.. This log data may include your Internet Protocol address, the address of the web page you visited before using the Services and/or NSE SMART, your browser type and settings, the date and time of your use of the Services and/or NSE SMART, information about your browser configuration and plug-ins, language preferences, and cookie data, or your Mobile Device.

g) Device information : We may collect information about the device on which you are using the Services and/or NSE SMART on, including what type of device it is, what operating system you are using, device settings, application IDs, unique device identifiers, and crash data. Whether we collect some or all of this information often depends on what type of device you are using and its settings.

h) Geo-location information: Precise GPS location from Mobile Device is collected only with your permission when you access the Service or NSE SMART. Via Wi-Fi and IP addresses received from your browser or Mobile Device may be used to determine approximate location.

i) Services integrations: If, when using the Services, you integrate with a third party service or a device, we will connect that service or device to ours. The third party provider of the integration may share certain information about your account with us.

j) Third party data: We may also receive information from affiliates in our corporate group, our partners, or others that we use to make our own services and information better or more useful. This might be aggregate level information, such as which IP addresses go with which zip codes, or it might be more specific information, such as about how well an online marketing or email campaign performed.

Our Cookie Policy

We use cookies and similar technologies to provide and support our website and/or App. Services and NSE SMART, such as:

- **Cookies (or browser cookies)** : A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our website and/or App.. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our website and/or App..
- **Flash Cookies**: Flash Cookies are local storage objects (or flash cookies) that collect and store information about your preferences and navigation to, from and on our website and/or App..
- **Web Beacons**: Web beacons and similar technologies are small bits of code, which are embedded in web pages, ads, and e-mail, that communicate with third parties. We may use web beacons, for example, to count the number of users who have visited a particular web page, to deliver or communicate with cookies, and to understand usage patterns. We also may include web beacons in emails to understand whether messages have been opened, acted on, or forwarded.

We use automatic data collection to (a) understand and save your preferences for future visits; (b) compile aggregate data about website and/or App. traffic and website and/or App. interactions in order to offer better website and/or App. experiences and tools in the future; and (c) we may also use trusted third party services that track this information on our behalf.

We may choose to work with Google Ad Words, DoubleClick, Ad Roll or other advertising networks. Each of these companies has its own privacy policy, which we encourage you to review. For more information about advertising and tracking online, you may visit the [Network Advertising Initiative](#). This website and/or App. allows consumers to “opt out” of the behavioural advertising delivered by member companies

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

Deleting Account

If you, Authorized Users, wish to delete your User Account, which will terminate your access to Services and NSE SMART, you may do so by sending us “Request for Deletion” at support_nsesmart@nse.co.in. Upon receipt of such request, we will transmit such request to the Customer and will work along with the Customer, and in accordance with the Customer’s terms and policies, to delete your User Account and any personal data associated with the same. We may retrieve some personal data and other information in case of fraud, investigation or maintaining records even after deletion of the account.

Security

We take security seriously. We take various steps to protect information you provide to us from loss, misuse, and unauthorized access or disclosure. These steps take into account the sensitivity of the information we collect, process and store, and the current state of technology.

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on secure servers of our hosting service provider partner.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of website and/or App., you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website and/or App.. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the website and/or App..

The information contained in on NSE SMART, including text, graphics, links or other items are provided on an 'as is', 'as available' basis. We do not warrant the accuracy, adequacy or completeness of this information and material and expressly disclaim liability for errors or omissions in this information and material. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

We are not liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with availing the Services and NSE SMART or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if we, or our representatives, are advised of the possibility of such damages, losses or expenses. Hyperlinks from and to other website and/or App.. are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by us.

Changes to this Privacy Policy

We may change this policy from time to time, and if we do we will post any changes on this page. If you continue to use the Services after those changes are in effect, you agree to the revised policy.

Contacting Us

Please also feel free to contact us if you have any questions about our Privacy Policy or practices. You may contact us at support_nsesmart@nse.co.in or at our mailing address below:

NSE Academy Ltd.

C/O: National Stock Exchange of India Ltd.
Exchange Plaza,
Bandra-Kurla Complex
Bandra (East), Mumbai 400051.
Maharashtra, India