

TERMS AND CONDITIONS AGREEMENT

1. SCOPE AND APPLICATION

- 1.1. This Terms and Conditions Agreement ("**Agreement**") is a legally binding contract entered into between you (the "**User**"), and Meta Materials Circular Market Private Limited ("**MMCM**", "**we**", "**us**", or "**our**").
- 1.2. This Agreement governs your access to and use of MMCM's digital trading and platform, known as DigiELV (the "**DigiELV/Platform**"), and all related services, tools, content, technologies, features, and functionalities provided by MMCM through the Platform or otherwise ("**Services**").
- 1.3. This Agreement applies to all Users who access or use the Platform, irrespective of the method of access through desktop, mobile, API, or other supported means.
- 1.4. By accessing the Platform, you acknowledge and agree that you are bound by the terms of this Agreement and that you shall comply with all applicable laws, platform policies, and any other rules or guidelines issued by MMCM from time to time.
- 1.5. Your registration on the DigiELV Platform, continued use of the Services, or clicking on any button indicating acceptance of these terms constitutes your full acceptance of this Agreement and any future amendments.
- 1.6. MMCM reserves the right to modify, amend, or update this Agreement at its sole discretion. Any such changes shall become effective upon publication on the Platform or notification to the User, and continued use of the Services thereafter shall constitute your acceptance of the revised Agreement.
- 1.7. The Agreement shall also apply in full force and effect to all trading activities, communications, or interactions conducted via WhatsApp involving the DigiELV platform. This includes, but is not limited to, inquiries, price negotiations, transaction confirmations, and other business communications. By engaging with DigiELV via WhatsApp, the user acknowledges and agrees that all such interactions are subject to the above clauses in this Agreement as though they occurred directly on the DigiELV platform.

2. DEFINITION

- 2.1. **Certificate of Deposit ("CD")** shall have the meaning as defined in the G.S.R.653(E) of the Ministry of Road Transport and Highways published in September 2021.
- 2.2. "**Commodities**" refers to the CD or related Services offered for trading on the DigiELV platform.

- 2.3. "DigiELV"** shall refer to the digital platform owned and operated by MMCM through which Users may access Services, Commodities, and related information.
- 2.4. "Electronic Device"** shall mean any device, including computers and mobile phones, through which the User accesses the Services.
- 2.5. "Membership Account"** shall mean the different categories of accounts available to Users on the DigiELV Platform as defined in the Services Provided clause of this Agreement
- 2.6. "MMCM"** shall mean Meta Materials Circular Market Private Limited, including its affiliates, subsidiaries, and associated entities.
- 2.7. "Provider"** shall mean any unaffiliated Internet service provider facilitating electronic access to MMCM's Services.
- 2.8. "Service(s)"** shall mean the electronic services and information provided by MMCM through its DigiELV Platform, as specified in this Agreement, including but not limited to access to certain commodities and trading instruments, order management, and communication through electronic means.
- 2.9. "Site"** shall mean the website located at, including all subdomains, pages, and content accessible through that domain name and any related URLs.
- 2.10. "System"** shall mean the order matching system or multiple bidding systems used by MMCM for activities including but not limited to order/bid acceptance, modification, cancellation, and confirmation.
- 2.11. "User"** shall mean any individual or entity that accesses the Services provided by MMCM, whether as a Guest, Registered Client., or another type of an account holder.
- 2.12. "V-KYC"** shall mean the Video-based Customer Identification Process, involving real-time audiovisual interaction, liveness detection, and document verification conducted through the Platform or authorized third-party tools.
- 2.13. "Identity Data"** shall mean all information and documents provided by the User for verification, including but not limited to PAN, Aadhaar, photographs, video recordings, and biometric identifiers.

3. ACCOUNT REGISTRATION AND RESPONSIBILITIES OF USER

- 3.1.** To use a Service you may need to register and create an account with a username and a password. You may need to provide us with certain personal and other information. MMCM may verify the information, if required, before your account can be used. Access to the Service is contingent upon the successful completion of our onboarding process, which includes mandatory Video KYC (V-KYC). MMCM reserves the right to use automated liveness detection and facial matching

technology to verify your identity.

- 3.2.** You agree to provide truthful and complete information when you register for the Service and to keep that information updated. You must take due care to protect your username and password against misuse by others and promptly notify MMCM about any misuse. You are personally responsible for any use of the Service. You agree that MMCM may, at its sole discretion and at any time (during or after registration), require additional information, supplemental documentation, or re-verification via V-KYC to satisfy internal security audits, regulatory changes, or transaction risk assessments.
- 3.3.** MMCM may terminate your registration or restrict your access to certain parts of the Service if MMCM reasonably believes that you have breached the Agreement or any other Terms and Conditions applicable to the Service.
- 3.4.** If you are an MMCM registered client, this Agreement is in addition to and does not nullify any other agreement or undertaking, including the Membership Agreement(s)/Undertaking and any annexure and supplements thereto between you and MMCM governing the conduct of your relationship with MMCM.
- 3.5.** By using or accessing the Service and Site you agree to the terms and conditions contained hereinunder along with its amendments from time to time and the Terms and Conditions subject to which any particular commodity has been offered for trading, including any circulars, notifications, instructions, or guidelines issued by MMCM from time to time.
- 3.6.** Your use and/or access of the Service and Site indicate that you agree to be bound by all of the terms of this Agreement and you shall be deemed to have read, understood, and accepted the Terms and Conditions of the Agreement. In case you do not agree with the Terms and Conditions of this Agreement, you have no right to access the Site and avail the Service.
- 3.7.** The terms and conditions contained herein may be amended, altered, supplemented, revoked, rescinded, or replaced by MMCM, whether in full or in part, from time to time as may be notified on the Site or in such other manner as MMCM may deem fit. Users are advised to periodically review the Terms and Conditions for updates and to comply with the Agreement.
- 3.8.** You acknowledge that the information on this Site does not constitute an offer to sell or a solicitation of an offer to buy any commodity that may be referenced on the Site. If you wish to learn more about the information contained on the Site, you may contact a representative of MMCM.
- 3.9.** All information entered on the platform by buyers and sellers is their sole responsibility. Users are responsible for ensuring the accuracy of CD purchasing information before completing the transaction. Once a transfer has been made, no adjustments or claims will be entertained.

- 3.10.** All transactions involving the sale or transfer of CDs must occur exclusively through the Digi ELV platform. Conducting CD transactions outside of the Digi ELV platform is strictly prohibited. Users violating this clause may face account suspension, blacklisting, or legal action, as deemed necessary by MMCM.
- 3.11.** MMCM reserves the right to black list users, preventing them from participating in any further transactions or accessing certain features of the platform, in case of non-compliance with the trading rules or Terms & Conditions.
- 3.12.** Failure to provide requested information or complete a V-KYC session within the stipulated timeline may result in immediate suspension or termination of the membership account without notice.
- 3.13.** Where the User is a corporate entity, the individual participating in the V-KYC process represents and warrants that they are the Authorized Signatory or a duly authorized representative. Any action taken, or consent provided during the V-KYC session, shall be legally binding on the corporate entity.

4. USER CATEGORIES

- 4.1. Guests:** Users in this category will be provided with limited samples of Services offered on the Site but need not register to obtain access to the Site. For purposes of this Agreement, access by a Guest to the Site is at the sole discretion of MMCM, from time to time, may or may not permit a Guest to access the Site.
- 4.2. Registered Clients:** This category of user, which includes seller, buyer, dealer, business account holders will be provided with electronic access to the various Services provided by MMCM on the Site. The clients registered with MMCM ("Registered Client") may have certain time limitations with respect to the use of these Services and to continue the use of Service, may be required to complete/fulfill the prescribed procedures in case they wish to remain a client of MMCM. Registration by submitting a physical application form and other documentary proof may be required for this user category.

5. SERVICE PROVIDED

- 5.1.** MMCM shall provide you with electronic access, through your computer or other electronic devices, to the Services, including but not limited to the provision of information with respect to certain Commodities or trading instruments through the Site by means of an order matching system or multiple bidding system which includes inter alia:
- 5.1.1.** all activities pertaining to order management such as accepting and capturing of an

order/bid, validation, order/bid modification or cancellation, order/bid confirmation and other related activities ("System"),

- 5.1.2.** value-added services including but not limited to market watch, research reports, stock statements and transaction summaries, through the services of an unaffiliated Internet service provider (the "Provider") by you and
- 5.1.3.** the ability to communicate electronically with MMCM ("E-mail"), depending upon which category of User you are.
- 5.1.4.** MMCM may at its sole and absolute discretion, cancel or change any or all the Services or registration instructions in any manner whatsoever at any time or introduce additional Services from time to time, upon printed or electronic notice. Such notice of change shall be deemed immediate upon publication or communication, and your continued use of the Services following any changes or introduction of new Services will constitute your acceptance, ratification, and confirmation of such changes. You agree not to attempt to connect to the Site, to use the Services, or to view any of the information if you do not agree to the terms of this Agreement.

5.2. MMCM reserves the right to charge a Registered Client a separate service fee for using the Services to effect transactions above a certain stipulated number/threshold.

5.3. Membership

5.3.1. There are multiple types of membership account provisions made available on DigiELV to enable CD transactions.

- a) Small business account
- b) Enterprise business account
- c) OEM Enterprise Business Account.

To know more about Small, Enterprise and OEM Enterprise business accounts, features, onboarding, and other transaction plans, please contact the sales team at info@mmcm.in.

5.3.2. CD discounts are subject to current Central and State government policies. Users must verify discount applicability with their respective RTOs, as no claims will be entertained by DigiELV

5.3.3. By agreeing to this, the user acknowledges full responsibility for verifying any applicable discounts and releases DigiELV from liability in this regard.

5.3.4. Please note that all membership fees are non-refundable. Once payment is made for any membership plan, the amount cannot be refunded under any circumstances. This policy applies to all membership levels and is effective immediately upon purchase. We encourage you to review the terms and benefits of each plan carefully before completing

your transaction.

5.3.5. Refund Policy for Advance Fee

Advance fees paid for specific trading or membership packs are refundable on a pro-rata basis only under the following circumstances:

- a) if DigiELV ceases trading operations entirely, or
- b) if a government directive mandates the suspension of CD trading activities.

Refunds will be calculated based on the unused portion of the advance fees and processed in compliance with DigiELV's standard refund procedures. This policy ensures fair treatment while maintaining MMCM commitment to providing uninterrupted service under regular operational conditions.

5.3.6. MMCM reserves the exclusive right to amend membership terms, transaction models, and pricing structures at its discretion. Users should regularly review these terms and conditions.

5.3.7. Transaction Model Modifications MMCM reserves the right to modify transaction models at its discretion, such changes may include, but are not limited to, shifting from a bilateral trading model to a continuous trading market model. DigiELV may implement these adjustments as necessary, with or without prior notice to users, to ensure a streamlined, efficient, and compliant trading experience. Users acknowledge that changes to the transaction model are designed to enhance platform functionality and agree to conduct transactions in accordance with any new structures introduced by DigiELV.

5.4. Acceptance and Agreement Binding

5.4.1. To confirm your acceptance of the membership terms outlined in this Agreement, MMCM requires a digital signature. By affixing your digital signature, you acknowledge and agree to the following:

- a) **Legally Binding:** Your digital signature constitutes a formal and legally binding acceptance of all terms and conditions of membership. It has the same legal force as a handwritten signature.
- b) **Authentication:** The digital signature process authenticates your identity as the signatory and confirms your personal agreement to the membership terms. MMCM employs industry-standard security measures to protect the validity and security of your digital signature.
- c) **Verification:** MMCM reserves the right to verify the digital signature and associated identity information to ensure the authenticity of your acceptance. The system records the date, time, and method of signature.

- d) Non-Repudiation: Once signed, you cannot repudiate or deny your acceptance of the Agreement and Membership. The signature will be securely stored and logged.
- e) Electronic Records: The digitally signed Agreement will be electronically stored by MMCM and accessible for your reference. It has the same legal enforceability as a hard-copy contract.
- f) Security and Compliance: MMCM adheres to all applicable digital signature laws and security protocols, ensuring compliance with relevant legal and regulatory frameworks, including the Information Technology Act of India and global standards where applicable.

5.4.2. Unless the Agreement is executed with a digital signature, clicking "I Agree" shall constitute your electronic signature and acceptance of the membership terms, which shall be legally binding upon you.

5.5. The User is responsible for ensuring a stable internet connection, functional high-definition camera, and adequate lighting for the V-KYC process. MMCM shall not be liable for failed transactions or onboarding delays caused by hardware or connectivity limitations at the User's end.

6. DEPOSIT/WITHDRAWAL & TRANSFER OF FUNDS

- 6.1.** Registered Buyers and Sellers are required to deposit funds for margin or sale proceeds with MMCM through RTGS/NEFT, payment gateway, or electronic fund transfer into the settlement account.
- 6.2.** MMCM will acknowledge only those fund balances that are available in the MMCM settlement account and have been received from Participants using the provided payment methods.
- 6.3.** Bidders should inform MMCM about fund transfers through the funds withdrawal module on www.digiely.com, following the prescribed procedures set by MMCM.
- 6.4.** Participation in the trade process is contingent upon the availability of the requisite Earnest Money Deposit ("EMD") in the EMD Account of the Participant with MMCM.
- 6.5.** Withdrawal requests for the free funds' balance in the Participant's MMCM settlement account can be submitted online through the funds withdrawal module.
- 6.6.** Refund requests for the free funds, which are available after bid cancellation/knock-off bid or excess funds after successful trade can be raised through the funds withdrawal module.
- 6.7.** Requests for the withdrawal of funds from the Settlement account will be processed within 5 bank working days.

7. ELECTRONIC RECORDING

- 7.1.** You acknowledge and consent to the taping or any form of electronic recording, retention, monitoring, and use by MMCM (and its employees, representatives, affiliates, and agents) of all communication, electronic or otherwise, between you and MMCM or its representatives or agents and information and data that you input during your use of the Services, including without limitation, all bids/orders placed by you to purchase or sell a commodity, all activities related thereto and all selections and uses of calculators and other tools included therein. You further acknowledge and consent to the recording, retention, and monitoring of all V-KYC sessions, including your video feed, audio, and images of identity documents. These recordings are maintained for audit, compliance, and evidentiary purposes in accordance with our Privacy Policy.
- 7.2.** You further agree that such recordings and MMCM's records of any bids/orders, instructions, and communications given or made by you or MMCM by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If MMCM so chooses to record the bids/orders, instructions, and communications, it shall be free to store the same for such period as it may deem fit and MMCM may overwrite, erase or destroy such records at such intervals as it may deem fit.

8. ELECTRONIC COMMUNICATION

- 8.1.** The Services permit you to communicate electronically with MMCM. You agree not to use email for the transmission of bids/orders to purchase or sell a commodity or to transfer funds, or to transmit any personal credit information (including credit card numbers), to give notice of a change of address, or to give MMCM any time-sensitive instructions. However, MMCM in no event shall be liable or responsible in any manner in the event such e-mail has been received by MMCM for any default/reason whatsoever. In addition, if you are a MMCM client who has registered on the Site, you agree not to use email to give MMCM any instruction affecting your account(s) or any linked accounts, including, but not limited to, placing orders to purchase or sell a commodity or to transfer funds. MMCM shall not be liable for any actions taken or any omissions to act as a result of any email message you send to MMCM.
- 8.2.** Registered Clients will provide MMCM with their email addresses as part of the registration process. MMCM may establish parameters or checks in the system that could result in the rejection of a registered client's orders. This rejection is not indicative of the client's creditworthiness but is instead a risk management measure implemented by MMCM. As these parameters are part of a fully automated process, MMCM is not required to take any additional action in such cases. Consequently, MMCM shall not be liable for any direct or indirect losses or damages incurred by

the client as a result of such rejections.

9. PROPERTY RIGHTS IN INFORMATION AND SERVICES; SUITABILITY AND COMPLIANCE WITH LAW

- 9.1.** The Services and any Information provided through the Services are being provided by MMCM only for your personal, non-commercial use and display. You may download the Information to the Electronic Device and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein.
- 9.2.** The Services and the Information are the property of MMCM or its licensors and are protected by applicable copyright, patent, trademark, or other intellectual property law. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services provided in any manner (including electronic, print, or other media now known or hereafter developed) without the written consent of MMCM. You also agree not to use the Information or Services for any unlawful purpose, and you shall comply with any request of MMCM or any of the third-party providers to protect their respective rights in the Information and Services.
- 9.3.** MMCM is not providing investment or disinvestment advice through the Site and does not represent or recommend that any such commodities are suitable for you. In addition, you agree to make your own independent evaluation of the investment merits and suitability for you of any such commodities based on your specific objectives and financial position and using such independent advisors as you may believe necessary. The Information shall not be deemed to be a solicitation of a transaction by MMCM or any third-party provider acting on behalf of MMCM. The information contained on the Site reflects the present situation and does not in any way reflect the views of MMCM or its affiliates. The accuracy, completeness, or timeliness of such Information cannot be guaranteed and is subject to change without notice. Further, the price for any commodity contained in any section of the Site may differ from the price for that commodity contained in any other section of the Site. You also acknowledge that neither the Services nor any of the Information will be used by you as tax or legal advice. The Information is provided on the Site on a no-liability, no-guarantee and no-obligation basis.
- 9.4.** With respect to an MMCM registered client on the Site, unless we otherwise notify you in writing, any Information provided through the Services shall not be deemed to supersede or replace official statements of transactions, money, or positions required to be transmitted by MMCM to you.
- 9.5.** In the event you use the Services or the links included on the Site to gain access to a third party website or another world wide web site or Internet location or source of information of any

company, organization or person other than MMCM, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of MMCM and agree that MMCM shall not be responsible for any information or other links found at any such world wide web site or the third party website or Internet location or source of information, or for your use of such information. MMCM provides such links only as a convenience to you, and has not tested any software or verified any information found at such sites. The fact that MMCM has provided a link to another site does not signify an endorsement of the site or its contents by MMCM. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before making any use of the Services.

- 9.6.** Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the Republic of India or other countries), or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material, which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.
- 9.7.** The Services are not registered under any laws of any foreign jurisdiction and are only to be availed by a Guest or Registered Client, as the case may be, in a jurisdiction where it may be lawful to offer such Services.

10. WARRANTIES AND LIMITATION OF LIABILITY REGARDING THE SERVICES

- 10.1.** The accuracy, completeness, sequence, or timeliness of the information cannot be guaranteed. MMCM and its affiliates, their financial advisors, agents and licensors shall not have any responsibility or liability for direct, indirect, consequential, special, or other damages you may incur for any reliance by you on information or for the reliability, accuracy, completeness, sequence or timeliness thereof for any delays, interruption or errors in the transmission or delivery of any part of the information or services, or for any unauthorized use by you of e-mail.
- 10.2.** You understand that any bid/order price quotes provided/available as part of the services may be delayed on account of certain technical reasons beyond the control of MMCM and may not reflect the prices at which the quoted commodity may be bought or sold. You should not make any decisions to buy or sell commodities based on such quotations or on any other information accessed on or through the Site. You understand that MMCM does not guarantee that it will continue to make the information and/or services available to you, whether by the same methods currently used or otherwise. You agree not to hold MMCM liable for any damages arising from a discontinuation or modification of all or part of the services or information.
- 10.3.** MMCM shall ensure that bid/order acceptance or rejection by the System is communicated

to the Registered Client within a reasonable period of time. MMCM shall send electronically including without limitation, trade confirmations, and notifications of trade failures for the execution of the Registered Client's order/trade. Such confirmation shall be made available to the Registered Client by way of web postings accessible to the client after login or through an e-mail address provided by such client. The Registered Client agrees that the information sent by MMCM by web posting/e-mail is deemed to be a valid delivery of such information by it.

10.4. All trades/ orders routed through the Site/System shall be deemed to be unsolicited trades. MMCM may implement automated systems and processes to review and potentially reject orders from Registered Clients. Such rejections are not based on creditworthiness but are a precautionary measure to manage risk. These automated processes are designed to operate without human intervention, and MMCM shall not be liable for any losses or damages incurred by a client due to order rejection.

10.5. Except as expressly set forth in this agreement, MMCM and its affiliates, agents, and licensors hereby expressly disclaim all express and implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services. MMCM does not warranty, guarantee, or make any representations or warranties whatsoever, express or implied, or assume any liability to you regarding (i) the use or the results of the use of the services, including without limitation any financial results based on use of the services or information or any delay or loss of use of the services, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the site, services, and information.

10.6. In addition to and without limiting the foregoing, MMCM shall not be liable for any harm caused by the transmission, through the services or information, of an Electronic Device virus, or other Electronic Device code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the services or any of your software, hardware, data or property.

10.7. In addition to and without limiting the foregoing, MMCM makes no representation and assumes no liability regarding the quality, safety, accuracy, or suitability of any information or software found on any other site not under MMCM's control.

10.8. MMCM and its affiliates, their respective financial advisors, agents, and licensors shall not be liable for any losses or damages incurred by you related in any way to your use of the services and information.

10.9. Except as otherwise provided by law, MMCM shall have no liability for losses caused by the negligence, actions, or failure to act of the provider or any third-party provider acting on

MMCM's behalf. To the extent permitted by law, neither MMCM nor the provider or any third party provider acting on MMCM's behalf shall be liable to you for any indirect, special, incidental, or consequential damages (regardless of whether such damages are reasonably foreseeable), or for any loss, costs, expenses including without limitation reasonable legal fees, arising from a failure, interruption, error, omission or delay in the performance of their obligations or in the transmission of information that results from a cause over which MMCM or any other such entity does not have control, including but not limited to failure of electronic or mechanical equipment/any failure in the links/system failure/faults in the telecommunication network or internet or network failure or software/hardware errors at your end or at the end of MMCM or

- a) theft, or
- b) destruction, or
- c) unauthorized access, alteration, or use of information, or
- d) incomplete/incorrect data or information provided to MMCM over the site/system and/or any error in the execution of any request due to such incomplete/incorrect data, or
- e) any changes in government decisions or regulations, prohibiting or significantly restricting the trade, sale, or distribution of CDs, preventing the MMCM from fulfilling its obligations under this Agreement or
- f) strikes, failures of common carrier or utility systems, severe weather, fire, floods, or other causes commonly known as "acts of god" or force majeure events.

10.10. MMCM shall not be liable for any losses, including loss of trading opportunity or expiration of CD discounts, resulting from the failure of a V-KYC session due to technical glitches at the User's end, poor internet connectivity, or the rejection of identity documents by verification systems.

11. YOUR REPRESENTATIONS AND WARRANTIES

11.1. You hereby represent and warrant that you are of the age of majority and are legally capable of entering and executing this Agreement.

11.2. You hereby further represent and warrant that in conjunction with your online trading account and any other account(s) that you maintain with MMCM at any time, that you will utilize said account(s) solely for lawful purposes and will remain aware of, and fully comply with, all applicable laws, rules and/or regulations governing the use of said account(s) including, but not limited to, laws, rules and/or regulations relating to information technology, taxation, and reporting or filing requirements.

11.3. You agree that MMCM cannot advise or counsel you as to the existence or applicability of any particular law, rule, and/or regulation and that you are solely responsible for remaining aware

of and complying with all such laws, rules and/or regulations. If you are a Registered Client, you hereby represent and warrant that all the information provided by you during the registration process is accurate and complete. In case where the client is a non-resident Indian, you additionally agree to abide by the Foreign Exchange Management Act, 1999 and rules and regulations issued and amendments carried out thereunder from time to time and other applicable laws and any law, regulation or rule in your jurisdiction, including but not limited to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.

- 11.4.** You acknowledge that you are fully aware of and understand the risks associated with availing of Services for routing orders over the Site/System including the risk of misuse and unauthorized use of your Username and Password by a third party and the risk of a person hacking into your account on the Site/System. You agree that you shall be fully liable and responsible for any and all unauthorized use and misuse of any of your Username and Password and also for any and all acts done by any person through the System on your User Identification in any manner whatsoever, including but not limited to a third party placing a request or order on your behalf over the Site/System. You are aware that MMCM is agreeable to offer the Services over the Site/System only if MMCM is not required to bear and only if you agree to bear the risk, responsibility and liability of such misuse or unauthorized use.
- 11.5.** You agree that you shall immediately notify MMCM in writing with full details via email at info@mmcm.in if:
- a) You discover or suspect unauthorized access through your User name and Password or account,
 - b) You notice discrepancies that might be attributable to unauthorized access,
 - c) You forget your Password, or
 - d) You discover a security flaw in the Site or System.
- 11.6.** You shall immediately log off from the Site and System at any time that you finish accessing it.
- 11.7.** You hereby agree that you may not be allowed to do transactions through the System with respect to certain Commodities/segments as may be notified by MMCM from time to time.
- 11.8.** You further agree that you may not be allowed to transact through the System with respect to certain commodities or bids/orders/requests below and above certain amounts, or for any other reasons as may be notified by MMCM from time to time.
- 11.9.** You further agree that you will not initiate, promote, or participate in any unfair or manipulative market practices.
- 11.10.** The use and storage of any information including, without limitation, the Username and

Password, profile, portfolio information, transaction activity, account transactions, and any other information on your personal Electronic Device is at your own risk and you shall take sole responsibility for the security of such information.

- 11.11.** You are aware that you have the option of not availing of the Services. However, being fully aware of all risks, you desire the convenience of such Services, including but not limited to transmitting bids/orders and instructions over the Site/System, and have therefore opted for such Services of your own free choice and are willing and agreeable to bear all associated risks, responsibility and liability.

12. FUTURE VERIFICATION REQUESTS

To ensure the safety and legal compliance of the DigiELV ecosystem, MMCM reserves the right to demand "Enhanced Due Diligence" data at any time. This includes, but is not limited to:

- 12.1.** Updated proof of address or corporate standing.
- 12.2.** Declarations of beneficial ownership.
- 12.3.** Fresh V-KYC recordings if the previous recording is deemed expired or insufficient.
- 12.4.** Vehicle related data, documents or video/photographs.

13. RISK DISCLOSURE

- 13.1.** You confirm that you have read the risk disclosures formulated by the Exchanges together with all additional disclosures made by MMCM from time to time, that contain important information on trading and dealing with MMCM and are aware of the contents contained therein.
- 13.2.** The risks involved in trading in various instruments on MMCM, and as set out in detail in the above risk disclosure formulated by MMCM and inter alia include, risk of high and low volatility, risk-reducing orders, risk of new announcements, risk of rumors, systems risks, and system/network congestion.
- 13.3.** You are also made aware of all the rights available to you under the extant laws, rules, regulations, and this Agreement and of all your obligations thereunder and hereunder.
- 13.4.** If you have any concerns with respect to the above, you may contact our office by sending an email to info@mmcm.in or by calling +91-7710011388.

- 13.5.** You must know and appreciate that commodities traded on MMCM, which have varying elements of risk, are generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition. In case you trade on MMCM and suffer adverse consequences or loss, you shall be solely responsible for the same and MMCM or its affiliates or any of its employees shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take plea that no adequate disclosure regarding the risks involved was made.
- 13.6.** You shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on the Exchanges.
- 13.7.** In the light of the risks involved in and the other significant aspects of trading, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.
- 13.8.** In light of the foregoing, you declare that:
- a) You shall be wholly responsible for all your trading decisions and trades;
 - b) You have read and understood the risks involved in trading on MMCM trading platforms;
 - c) The failure to understand the risk involved shall not render a contract as void or voidable and you shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which you choose to trade;
 - d) All monies, fees, charges or other property which may be required to open and/or to maintain your account shall be held subject to a general lien for the discharge of your obligations to MMCM;
 - e) You are liable to pay applicable initial margins/security deposits, withholding margins/security deposits, special margins/security depositor such other margins/security deposits as are considered necessary by MMCM or as per the Terms and Conditions applicable for any particular trade.
 - f) Payment of margins/security deposits by you does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins/security deposits, you may, on the closing of your trade, be obliged to pay (or entitled to receive) such further sums as MMCM may require.

14. CONFIDENTIALITY

14.1. MMCM shall use reasonable precautions to maintain the confidentiality of the information you have provided to MMCM and information you have created, inputted or developed in connection with your use of the Services, but because such information can be accessed through the internet, you hereby acknowledge and agree that there can be no assurance that the information, any Information provided to you through the Services, the orders placed by you to purchase or sell a commodity or to transfer funds or any communication through email will remain secure.

14.2. In addition, MMCM may disclose such information to its employees, representatives, officers, agents, and affiliates, as well as a governmental or regulatory entity or recognized stock exchanges, the service providers, or any other third-party agent or service provider –

- a) for any purpose related to the conduct of MMCM 's business or to the offering, providing, or maintaining of the Services,
- b) to comply with applicable rules, orders, subpoenas or other legal processes, or in order to give information to any government agency or regulatory body or recognized stock exchanges or official requesting such information, or
- c) for any other legitimate business purpose.

15. GOVERNING LAW

Any transaction contained hereinunder or anything related thereto shall be governed by and construed in accordance with the laws of the Republic of India without giving effect to principles of conflicts of law.

16. DISPUTE RESOLUTION

16.1. You agree to the dispute resolution process as applicable for any particular trade or transaction subject to which any commodity has been offered for trading. In absence of any such terms and conditions or absence of dispute resolution clause therein, you agree to resolve the dispute as per the dispute resolution process laid down hereunder With regard to any dispute, controversy, or claim arising out of any particular trade or transaction subject to which any commodity has been offered for trading, both Parties will try and settle the dispute by mutual consultation in accordance with the attitude of sincere cooperation.

16.2. If parties fail to settle the dispute by mutual and friendly consultation within 30 days, the dispute shall be referred to and finally resolved by the arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) along with the rules framed thereunder (“Rules”) for the time being in force.

17. JURISDICTION

17.1. MMCM and you declare and agree that the transactions executed on the MMCM are subject to Terms and Conditions applicable to any particular trade or subject to which any commodity has been offered for trading and in the absence or non-existence of the same, in accordance with this Agreement and circulars issued by MMCM thereunder and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified in such applicable terms and conditions for the purpose of giving effect to the provisions contained herein under.

17.2. This Agreement shall at all times take effect as having been made, entered into, and to be performed in the city of Mumbai and the parties shall be deemed to have submitted to the exclusive jurisdiction of the competent courts/appropriate forums of/at Mumbai with respect to all disputes between you and MMCM which does arise or form part of the Terms and Conditions subject to which any commodity has been offered for trading. However, in matters or disputes arising out of any particular trade conducted in accordance with the terms and conditions specified for that trade, such dispute shall be resolved as per the dispute resolution process as put in place in those terms and conditions and the jurisdiction of the courts shall be the proper civil courts having jurisdiction to entertain such disputes.

18. SUSPENSION/TERMINATION

18.1. MMCM reserves the right to suspend or terminate your access to the Services, either temporarily or permanently, with or without prior notice, at its sole discretion.

18.2. For Business Account and Dealer Account holders, MMCM may provide notice of suspension. If a violation or breach is confirmed, MMCM may terminate access to the services without further notice.

18.3. Suspension or termination may occur for reasons including but not limited to:

- a) Violation of these Terms and Conditions Agreement, any policies, or any other applicable agreement.
- b) Provision of false, misleading, or incomplete information in connection with account registration or use.
- c) Engagement in fraudulent, illegal, or unauthorized activities.
- d) Use of the account to send spam or repeatedly publish the same product information.
- e) Impersonation or unlawful use of another business's name or credentials.
- f) Unauthorized access to, use of, or modification of MMCM's databases, networks, or services.

- g) Acquisition of user credentials (username/password) by any unauthorized means.
- h) Non-compliance, such as provision of incorrect documentation or engagement in offline payments for CD transfers.
- i) Market manipulation or rigging, including raising or depressing CD prices or providing false transaction information.
- j) Failure to successfully complete the mandatory V-KYC process, or refusal to provide supplemental identity documentation/re-verification when requested by MMCM for periodic audit or security purposes.

18.4. In cases of serious violations, including but not limited to financial misconduct, non-payment, material breaches, or any breach specified in this agreement, MMCM may suspend or blacklist your access to the account, membership, or website.

- a) You will receive notice of such action and be provided a 45-day period to remedy the issue.
- b) If unresolved within the cure period, suspensions may continue for up to 60 days, and blacklisting may be imposed for up to 12 months.
- c) During such time, access to MMCM services will be denied.
- d) Attempting to access services via third parties or under alternate identities may result in suspension or blacklisting of all associated accounts under the same process.

18.5. You may submit a written appeal within 15 days of receiving notice of suspension or blacklisting. MMCM will fairly review the appeal and issue a final, binding decision.

18.6. MMCM reserves the right to modify, suspend, or discontinue any part of the website, services, or information provided at any time, without prior notice.

18.7. Clauses 8, 9, 10, 11, and 18 of this Agreement shall survive termination or suspension of your access to the Services.

19. ACCURACY OF INFORMATION AND CONSEQUENCES OF MISREPRESENTATION

19.1. All Users of the DigiELV platform and other associated members or entities (collectively referred to as "Users" for the purposes of this clause), agree and acknowledge that they shall provide only true, complete, and accurate information while accessing, using, or interacting with the platform.

19.2. The obligation of accuracy extends to, but is not limited to, submission or update of:

- a) Personal identification and contact details
- b) Business or organizational information
- c) Banking and financial data
- d) Regulatory documents or certifications
- e) Any information submitted in connection with transactions, profile creation, compliance

processes, or other platform-related activities.

- f) All video feeds, audio recordings, and liveness checks performed during the verification process must involve the actual account holder.

19.3. MMCM places the highest importance on data accuracy, trust, and the secure operation of the DigiELV platform. Any misrepresentation, falsification, material omission, or negligent submission of incorrect data by the User may adversely affect the platform's functioning and compromise the interests of other Users.

19.4. In the event MMCM determines, or has reasonable grounds to believe, that a User has submitted false, inaccurate, incomplete, or misleading information, MMCM reserves the right to take any or all of the following actions, without prior notice:

- a) Immediate suspension or permanent termination of the User's account and access to DigiELV and associated services;
- b) Withholding, cancellation, or reversal of any ongoing or completed transaction deemed to be based on such incorrect information;
- c) Initiation of internal investigations and/or referral of the matter to competent regulatory, enforcement, or judicial authorities;
- d) Pursuit of legal remedies, including but not limited to claims for damages or losses incurred by MMCM or any third party as a result of such misrepresentation.

19.5. The severity and nature of action taken by MMCM shall be determined at its sole discretion, taking into account the gravity of the misrepresentation, the impact on platform integrity, any harm caused to MMCM or third parties, and the User's past compliance record.

19.6. Users are advised to exercise due care and diligence when submitting or updating any information on DigiELV and must promptly notify MMCM in writing of any required corrections or changes to maintain the ongoing accuracy of their data.

19.7. The use of any Generative AI, deepfake technology, digital masks, or pre-recorded audiovisual loops during the V-KYC process is strictly prohibited. Any detection of such technology will result in an immediate and permanent Blacklisting and the matter may be reported to cyber-crime authorities.

20. ASSIGNMENT

20.1. Resale and/or any commercial redistribution of the Services or Information, is not permitted. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of MMCM.

20.2. MMCM may assign this Agreement or any of its rights or obligations under this Agreement to the extent permitted by the laws to a company affiliated with, or a successor to or assignee of,

MMCM, or to any other third party.

21. MISCELLANEOUS

- 21.1.** Save as set out in the preamble to this Agreement, this Agreement represents the complete and exclusive statement of the agreement and understanding between you and MMCM regarding your rights to access and use the Services and Information on the Site, and supersedes all prior and contemporaneous agreements and representations regarding such subject matter. Except as herein provided, no waiver, modification, or amendment of any provision of this Agreement shall be effective against MMCM unless the same is in writing and signed by an authorized official of MMCM. MMCM may modify these terms and conditions at any time upon written notice or by posting the modified terms and conditions on the Site. You agree that if you use the Services after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, Services, and Information. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.
- 21.2.** Failure by MMCM to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure by MMCM to exercise any power or right given to MMCM in this Agreement, or a continued course of such conduct on MMCM's part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to MMCM in this Agreement are cumulative and not exclusive of any other rights or remedies which MMCM otherwise has at law or equity.
- 21.3.** Dealer's name for marketing purposes may be used for which Dealer confirms and permits to use their name in social media or in any marketing collateral
- 21.4.** MMCM may have the right to ask for accounts, documents, or fresh identity verification (including updated V-KYC) of channel partners, business accounts or members at any time to ensure integrity and security of the platform and its Users. .

22. INDEMNIFICATION

- 22.1.** You agree to indemnify, defend, and hold harmless MMCM, its affiliates, directors, officers, employees, licensors, service providers, control persons, vendors, and agents (collectively, the "Indemnified Parties"), as well as any third-party providers associated with the DigiELV platform, from and against any and all losses, claims, liabilities, damages, demands, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees and legal costs),

whether direct or indirect, arising out of or relating to:

- a) Your breach of any provision, representation, warranty, or obligation under this Agreement or any applicable policy or rule issued by MMCM;
- b) Your access to or use of the Services, Platform, or any information or materials made available by MMCM;
- c) Your violation of any applicable law, regulation, or third-party right;
- d) Any claim made against MMCM by any third party due to or arising out of your actions, omissions, content submitted, or conduct while using the Platform;
- e) Any dispute or issue between you and another User or third party arising out of any transaction or interaction through DigiELV.
- f) Any losses incurred by MMCM or third parties due to the User allowing an unauthorized person to participate in the V-KYC process or using fraudulent means to bypass identity verification protocols.

22.2. Your obligations under this indemnity clause shall survive the termination or expiration of this Agreement and your use of the Services.

23. MOBILE TRADING

- 23.1.** I/We am/are registered with Meta Materials Circular Markets Private Limited (MMCM) as the client. I/We are interested in trading through Mobile with MMCM.
- 23.2.** I/We understand that the terms and conditions published on www.mmcm.in will be applicable to Mobile Trading also.
- 23.3.** I/We am/are made aware by MMCM regarding all the possible attendant risks, responsibilities and liabilities associated with trading through Mobile in addition to the risks associated with Online trading.
- 23.4.** I/We understand that MMCM shall send the bid/order/trade confirmation details on our existing registered E-mail id registered with MMCM.
- 23.5.** I/We agree that the information sent by MMCM on my/our E-mail id would be deemed to be a valid delivery of such information by MMCM.
- 23.6.** I/We understand that trading through Mobile, including sending instructions or messages and conducting transactions through it may carry extra risks and may not be as secure as using the service via internet trading, Further I/We understand the instructions (including inputting password for Mobile Trading) sent to MMCM and any message, information and confirmation received from MMCM through Mobile Trading is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. I/We agree that MMCM shall not be responsible or liable to me/us or any third party

for the consequences arising out of or in connection with using, accessing and conducting transactions through Mobile Trading.

- 23.7.** I/We are aware that as it may not be possible for MMCM to give detailed information on the mobile and minimum information may only be given by MMCM with the address of the Internet web site/web page where detailed information would be available.
- 23.8.** I/We understand that the use and storage of any information including, without limitation, the Password, transaction activity, account balances, securities balances and any other information or orders on the Mobile handset shall be at my/our own sole risk.
- 23.9.** I/We am/are aware that MMCM has the discretion to reject the orders placed through Mobile based on its risk perception.
- 23.10.** Also, I/We am/are aware that authentication technologies and strict security measures are required for Mobile trading and I/We undertake to ensure that the password is not revealed to any third-party including employees and dealers of MMCM. I/We shall be solely responsible for all orders entered and transactions done by any person whosoever through Mobile Trading based on the correct authentication details entered while logging into the mobile application.
- 23.11.** I/We am/are understand that Mobiles are vulnerable to the threats such as but not limited to unauthorized
- a) Access by intruders to the data/information of the trades executed,
 - b) Identity theft,
 - c) Privacy violations,
 - d) Planting of stealth software and viruses,
 - e) Disablement or distortion of trade-related operations
 - f) Interception of the transmission of encrypted data/message during execution of trades, etc.
- 23.12.** I/We shall immediately notify MMCM in writing if I/We discovers/suspects discrepancies/ unauthorized access. Further, I/We shall immediately inform MMCM to temporarily deactivate my trading account, if the Mobile phone or SIM is lost and further shall take action to deactivate the account.
- 23.13.** I/We am/are aware that trading through Mobile involves many uncertain factors and complex software, hardware, systems, communication lines, etc., which are susceptible to interruptions and dislocations. Further, not all features of an internet trading system may be available for trading through Mobile, since enabling certain features may be dependent on the technology and embedded software adopted by the manufacturer of Mobile, the routing mechanism of the internet service provider, and the configuration thereof.
- 23.14.** I/We understand that MMCM does not make any representation or warranty that MMCM's Mobile Trading service will be available at all times without any interruption and further that

MMCM shall not be responsible for any variation, reduction, or imposition of the terms or the Client's inability to route any order through Mobile Trading facility.

- 23.15.** I/We agree that I/We shall not have any claim against MMCM on account of any suspension, interruption, non-availability, or malfunctioning of the System or Service or non-execution of the orders due to any link/mobile/system failure at the Client's/MMCM's end for any reason thereof.
- 23.16.** I/We agree that I/We shall be liable and responsible for all legal compliance and adherence to all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone and MMCM does not accept/ acknowledge any responsibility in this regard.
- 23.17.** I/We further agree that MMCM shall not, directly or indirectly, be liable, in any way for security or the origin of the IP address used for trading by using the Mobile.
- 23.18.** I/We shall always be ready/prepared to utilize an alternative system to trade in case of any unexpected failures.
- 23.19.** I/We acknowledge that V-KYC requires specific hardware capabilities (camera, microphone, and GPS). MMCM is not responsible for the User's inability to access Services if their mobile device does not support the encryption or audiovisual standards required for secure V-KYC.

24. APPLICABILITY OF AGREEMENT TO WHATSAPP-BASED TRANSACTIONS

- 24.1.** This clause governs all transactions conducted via WhatsApp. Users acknowledge and agree that any transaction, communication, or engagement occurring through WhatsApp shall be subject to the same terms, conditions, and obligations set forth in this Agreement as those applicable to transactions carried out on the Digielv platform and its official website.

24.2. Use of a Third-Party Platform

WhatsApp is a third-party application owned by Meta Platforms, Inc. MMCM and the Digielv platform have no ownership of or control over WhatsApp's operations, availability, security protocols, or data policies. While WhatsApp may be used as a means of communication with Digielv, the Company assumes no responsibility for the integrity, security, or performance of that platform.

24.3. User Responsibility and Awareness

- (a) Users are solely responsible for ensuring they are communicating with an authorized representative of Digielv on WhatsApp.
- (b) MMCM shall not be liable for any loss, damage, or claims arising from fraudulent accounts, impersonation, misinformation, or unauthorized activity facilitated through WhatsApp.
- (c) Users must exercise due caution, especially before sharing any sensitive data or making payments based on WhatsApp messages.

24.4. No Control Over WhatsApp Risks

MMCM disclaims any liability for risks associated with using WhatsApp, including, but not limited to, message interception, data loss, account hacking, and downtime. Any such issues are beyond the control of Digielv and must be addressed directly with the platform provider.

24.5. Transaction Validity and Confirmation

All offers, quotations, confirmations, or deals made via WhatsApp shall only be deemed valid upon explicit acknowledgment from Digielv. The Company reserves the right to confirm, reject, or amend any communication made over WhatsApp via official email or its online trading platform.

24.6. Limitation of Liability

To the fullest extent permitted by law, MMCM and Digielv disclaim any and all liability arising out of or related to trading or communication conducted through WhatsApp. Users agree to indemnify and hold harmless MMCM, Digielv, and their affiliates from any such claims or disputes.

24.7. Termination or Restriction of WhatsApp Usage

MMCM reserves the right to restrict, discontinue, or amend the use of WhatsApp for trading-related communications at any time and without prior notice. Any such decision shall be binding, and alternative official channels may be recommended for continued engagement.