

## **TERMS AND CONDITIONS (T&Cs)– US STOCKS**

**Last updated on November 29, 2022**

1. These Terms and Conditions ("**T&Cs for US stocks**") mandate the terms on which You accesses the Platform i.e. Groww platform (website and/or mobile application) for buying or selling or trading in securities listed on the recognized stock exchange in United States of America ("**US Stocks**") made available by ViewTrade Securities Inc. ("**ViewTrade**") through the Platform ("**Services for US Stocks**").
2. These T&Cs for US Stocks are in addition to the Terms and Conditions and Privacy Policy of the Platform that apply to You when You access and register on the Platform for availing the Platform Services. The Terms and Conditions and T&Cs for US Stocks shall be read harmoniously and in case of any conflict, the T&Cs for US Stocks shall prevail solely in relation to the Services for US Stocks to the extent of conflict. All capitalised terms used herein however not defined, shall have the meaning ascribed to them under the Terms and Conditions and/or the Privacy Policy. All information collected by the Platform to provide the Services for US Stocks will also be covered under the Privacy Policy.
3. Please read the T&Cs for US Stocks carefully before registering on the Platform for such services, or accessing any material information in relation to the Services for US Stocks through the Platform. By accessing and using our Services for US Stocks You accept these T&C and agree to be legally bound by the same.
4. The Company i.e. Billionbrains Garage Ventures Private Limited hereby grants You, a limited, non-exclusive, non-transferable, revocable license to use the Platform for the purposes of availing the Services for US Stocks.
5. You understand that Neobillion Fintech Private Limited (Neobillion) is merely acting as a facilitator, which refers clients (existing or new) interested in transacting in US Stocks to ViewTrade. ViewTrade is registered as a securities, broker dealer with the United States Securities and Exchange Commission (SEC) and is a member of Financial Industry Regulatory Authority (FINRA). The Company, Neobillion or any of its affiliates, does not deal in US Stocks on their own accord. Any purchase or sale of US Stocks is a bilateral transaction between ViewTrade and the User. All the services such as facilitation, clearance and settling of securities transactions shall be done by ViewTrade and the Company nor Neobillion will be liable for any deficiency in the performance of these services by ViewTrade.
6. You represent and warrant that You will fulfil all necessary requirements to bind Yourself to this T&Cs for US stocks and to open the account with ViewTrade. You shall ensure that You have made Yourself aware of all the requirements in relation to the eligibility for opening an account and availing the Services for US Stocks.
7. You understand that US Stocks are not Indian exchange traded products and all disputes with respect to this facilitation activity, would not have access to SEBI or any of the stock exchange in India (NSE/BSE) investor redressal forum or arbitration mechanism.
8. You understand that any grievance that You may have regarding Your account or any activity/transaction carried thereon shall be redressed by ViewTrade solely and the Company or Neobillion shall not be responsible for it.
9. You hereby represents and warrants that these T&Cs for US Stocks constitutes a legal, valid, and binding obligation of You and that all orders to be placed by You and transactions to be conducted under these T&Cs for US Stocks are lawful.
10. You hereby explicitly give Your consent to the Company and Neobillion to share your know-your-customer (KYC) details with ViewTrade including but not limited to telephone number, email address, and bank account and any other information as requested by ViewTrade for enabling You for investment in US Stocks through them. You agree to provide complete, genuine, and accurate information and documents to Neobillion for availing the Services for US Stocks and shall ensure that such information is not false, misleading, or incorrect. Please note that all verification of documents provided by You for the US Stocks is undertaken by ViewTrade.
11. You hereby consent to ViewTrade sharing your account related details including but not limited to ledgers, statement of accounts, holdings, bills with Neobillion to reflect these details in your account maintained on the Platform under the secured login.
12. Neobillion shall share the information and documents received from You for the US Stocks with ViewTrade through secure channels. While Neobillion undertakes measures to ensure

that such transmission is error free, however, it does not guarantee that the transmissions of Your details will always be secure or that unauthorized third parties will never be able to defeat the security measures taken by Neobillion. Neobillion assumes no liability or responsibility for disclosure of Your information due to errors in transmission, unauthorized third-party access, or other causes beyond its reasonable control.

13. You hereby undertake to allow ViewTrade to connect Your account with the Company's Platform. You further agree to be contacted by the Company or Neobillion for any information or document required as part of the account opening and/or extending the Services for US Stocks.
14. You hereby expressly authorize Neobillion to pass on the orders/instructions in respect of transactions, received from You on an as-is basis to ViewTrade. Neobillion does not represent that any trading instruction given by You shall be accepted and shall not be liable for any rejection of such instruction, suspension of trading in the account, restrictions on trading or any limitations imposed on trading. You understand that all these decisions shall be taken by ViewTrade at its sole discretion.
15. You agree that neither the Company nor Neobillion will be liable for default by ViewTrade or the bank/authorised dealers or third party payment aggregators in any manner whatsoever.
16. You further understand that in case of any breakdown of the system, network, connectivity, of the Company and / or ViewTrade, the Company and/or Neobillion will not be held responsible and liable for any loss that may be caused to You including on account of non – execution of any transaction.
17. You agree that the Company, at its sole discretion, may discontinue, modify or alter any aspect of the Platform or the Services, including, but not limited to, (i) restricting the time of the Platform and/or for which a Service is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any User's right to use the Platform and/or any of the Platform Services.
18. You hereby undertake and confirms that You shall comply with provision of the Liberalised Remittance Scheme (LRS) released by the Reserve Bank of India (RBI) and any other terms as may be mandated by the authorised dealing bank through which remittance is being made, for the purpose of the said investment. You shall provide the complete remittance details and ensure that the details specified therein are true and correct in all respects.
19. You hereby undertake to conduct trade through funds available with You through legitimate and lawful activities and is not involved in any activity that facilitates money laundering, funding of terrorist or other criminal activities. You also undertake to comply and bear the sole responsibility to comply with all such applicable laws that shall facilitate You in investing in US stocks through ViewTrade.
20. You agree to pay all the necessary charges/fees etc to the bank/authorised dealers while undertaking the transactions.
21. You shall be solely responsible for any and all orders placed or transactions undertaken in respect of US Stocks through the Platform and understand that all orders are unsolicited and are based on Your own independent investment decisions.
22. You are cognisant and confirm that Company, Neobillion, any of the Groww Group entities and any of their employees, agents, group, associates principals, or representatives do not:
  - i) provide recommendations of any security, transaction, or order;
  - ii) provide investment advice;
  - iii) produce or provide research to any User regarding any security, transaction, or order;handle funds or securities related to securities orders or effect the clearance or settlement of a User's trades undertaken in US Stock.
23. You understand that the arrangement between Neobillion and ViewTrade is on a principal to principal basis and neither party should be construed as an agent of the other party for the provision of services for trading in US stocks. You understand that neither the Company nor Neobillion accepts trade nor opens accounts on behalf of ViewTrade and the brokerage account for dealing in US Stocks is opened by You directly with View Trade and is maintained by ViewTrade independently from the Company and Neobillion. You understand that Neobillion may receive compensation from ViewTrade for facilitating such transactions and referring User to ViewTrade for dealing in US Stocks. The Company or Neobillion and the ViewTrade do not supervise each other's conduct or activities, and that each are accountable

independently to You for the services each provides. Neobillion and ViewTrade have entered into an agreement to provide the services requested by You, but by doing so does not create any obligations or joint liability for the services each separately provides to You.

24. You understand and agree that investment in US Stocks carries an inherent risk and You agree to undertake such risks. There is no guarantee/assurance as to returns or profits or capital protection or appreciation. Trading/Investment decision is Your sole responsibility. Any information provided in the Platform regarding the performance of any of the US Stocks is neither an advice nor a guarantee regarding the performance of such security. You are required to form Your own independent decision, before investing in any US Stocks.
25. You agree to indemnify and keep the Company and/ or Neobillion and their directors, associates, group, employees and representatives indemnified from and against all actions, claims (third party claims), demands, proceedings, losses, damages, costs, charges and expenses, directly or indirectly, whatsoever ("Losses") which the Company, Neobillion and/or their employees, agents, associates, affiliates, directors or representative may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of: (i) by reason of the Company or Neobillion acting in good faith and taking or refusing to take or omitting to take action on User's instructions, and in particular arising directly or indirectly out of Users' negligence, mistake or misconduct; (ii) Your breach or non-compliance of the T&C for US Stocks; and/or (iii) fraud or dishonesty relating to any transaction done by the User or misrepresentation with respect to data and information provided by You.
26. You understand and acknowledge that neither the Company nor any of Groww Group entities shall be liable in case of loss damages, caused to You on account of any interruption, malfunction, error, non-availability, technical glitch, international timings etc of the Platform or failure or error of any transaction on the Platform.
27. The Company and/or Neobillion reserve the right to change/modify these T&C for US Stocks without any prior notice to You. You can determine when these T&Cs for US Stocks was last modified by referring to the "Last Updated" legend above. It shall be Your responsibility to check these T&Cs for US Stocks periodically for changes. Your acceptance of the amended T&Cs for US Stocks or Your continued use of the Services for US Stocks shall signify Your consent to the changes and agreement to be legally bound by the same.
28. These T&C for US Stocks shall be governed by and interpreted and construed in accordance with the laws of India. The courts at Bangalore, India shall have exclusive jurisdiction in respect of any matters arising therefrom.
29. You hereby confirm to have read and understood the Customer Relationship Summary and Best Interest Disclosures Supplement and VT disclosure disclosed by ViewTrade on its website, the link of which is below and be bound by the same.

- o [Customer Relationship Summary](#)
- o [Best Interest Disclosures Supplement](#)
- o [VT 2022 disclosure](#)