

# Terms of Use

## INTRODUCTION

Sensibull is a derivatives trading platform primarily for Options Trading. Access and use of Sensibull and all properties are subject to the Terms of Use below.

## ACCEPTING TERMS

Sensibull is a product by Riskilla Software Technologies Private Limited (called Riskilla from here onwards).

- To use the Services, you must first agree to the Terms. Services cannot be used if you do not accept the Terms.
- You accept the Terms by agreeing to do so on any Sensibull website, mobile app, on any broker or outside a broker.

## PROVISION OF THE SERVICES BY RISKILLA

- Riskilla is constantly improving and innovating in order to provide the best experience for users. You acknowledge and agree that the form and nature of the Services which Riskilla provides may change from time to time without prior notice to you.
- As part of this continuing innovation, you acknowledge and agree that Riskilla may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Riskilla's sole discretion, without prior notice. You may stop using the Services at any time. You do not need to specifically inform Riskilla when you stop using the Services.
- You acknowledge and agree that if Riskilla disables access to your account, you may be prevented from accessing the Services, your account details, or any files or other content which is contained in your account.
- You acknowledge and agree that while Riskilla may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Riskilla at any time, at Riskilla's discretion.

## USE OF THE SERVICES BY YOU

- In order to use Riskilla Services, you will need to provide your personal information. You agree that any information you give to Riskilla will always be accurate, correct and up to date.
- You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Riskilla, unless you have been specifically allowed to do so in a separate agreement with Riskilla. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

- You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- Unless you have been specifically permitted to do so in a separate agreement with Riskilla, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- You agree that you are solely responsible for (and that Riskilla has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Riskilla may suffer) of any such breach.

## **PRIVACY POLICY**

For information about Riskilla's data protection practices, please read Riskilla's privacy policy. This policy explains how Riskilla treats your personal information, and protects your privacy, when you use the Services.

## **GENERAL INVESTMENT DISCLOSURE**

All information present on Sensibull platform is to help investors and traders in their decision-making process and shall not be considered as a recommendation or solicitation of an investment or investment strategy. Investors are responsible for their investment decisions and are responsible to validate all the information used to make the investment decision. Investor should understand that his/her investment decision is based on personal investment needs and risk tolerance, and performance information available on Sensibull platform is one among many other things that should be considered while making an investment or trading decision. Past performance does not guarantee future returns, and performance of Sensibull Strategies or ideas or any investment you make on the platform are subjected to market risk. The contents and data available on Sensibull platform, Sensibull's numbers and rationale are for information and illustration purposes only. Charts and performance numbers are backtested/simulated results calculated via a standard methodology and do not include the impact of transaction fee and other related costs. Data used for calculation of historical returns and other information is provided by exchange approved third party data vendors, and has neither been audited nor validated by Riskilla.

Investors should be aware that system responses, execution price, speed, liquidity, market data, and account access times are affected by many factors, including market volatility, size and type of order, market conditions, system performance, and other factors.

Trading in derivatives is extremely risky, and can wipe out your entire capital and more.

## **LIMITATION OF LIABILITY**

Subject to overall provision in paragraph above, you expressly understand and agree that Riskilla, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

- Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

- Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
  - Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
  - Any changes which Riskilla may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
  - The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
  - Your failure to provide Riskilla with accurate account information

## **EXCLUSION OF WARRANTIES**

- Nothing in these terms, shall exclude or limit Riskilla's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
- You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "As is" and "as available."
- In particular, Riskilla, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:
  - Your use of the services will meet your requirements,
  - Your use of the services will be uninterrupted, timely, secure or free from error,
  - Any information obtained by you as a result of your use of the services will be accurate or reliable, and
  - That defects in the operation or functionality of any software provided to you as part of the services will be corrected.
- Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- No advice or information, whether oral or written, obtained by you from Riskilla or through or from the services shall create any warranty not expressly stated in the terms.
- Riskilla further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## **JURISDICTION**

The terms of this agreement are exclusively based on and subject to Indian law. You hereby consent to the exclusive jurisdiction and venue of courts in Bangalore, Karnataka, India in all disputes arising out of or relating to the use of this website or mobile app. Use of this website or mobile app is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation to this paragraph.

## **REFUND POLICY & SUBSCRIPTION CANCELLATION**

- For paid services - you can pay for the monthly subscription through Razorpay.
- Pro-rata refunds will be processed if you reach out to Sensibull support team within 7 days of the plan purchase.
- No refunds will be processed if you reach out to Sensibull support team after the above-said period.
- Please note that the subscription plans are login specific. That is, if the subscription plan was taken on X broker login, the paid services of this subscription plan cannot be availed on Y broker login.

# **Privacy Policy**

## **USER CONSENT**

By submitting Personal Information through our Site, mobile app or Services, you agree to the terms of this Privacy Policy and you expressly consent to the collection, use and disclosure of the Personal Information in accordance with this Privacy Policy.

## **INFORMATION YOU PROVIDE TO US**

- If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.
- When you participate in one of our surveys, we may collect additional information.
- We may also collect Personal Information on the Site, mobile app or through the Services when we make clear that we are collecting it and you voluntarily provide it.
- We may collect Personal Information from you, such as your first and last name, phone, e-mail address, age when you login to Sensibull.

## **INFORMATION COLLECTED VIA TECHNOLOGY**

- To make our Site, mobile app and Services more useful to you, our servers (which may be hosted by a third-party service provider) collect information from you, including your browser type, device info, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), and domain name.
- We may use third party service providers to help us analyze certain online activities. For example, these service providers may help us analyze visitor activity on the Site and mobile app. We may permit these service providers to use cookies and other technologies to perform these services for us.
- If you are logged into the Site, mobile app or Services, the information collected via technology as described in this Section may be associated with your Personal Information and will, accordingly, be treated as Personal Information in accordance with this Privacy Policy.

## **USE OF PERSONAL INFORMATION**

In general, Personal Information you submit to us regarding you or your company is used either to respond to requests that you make, or to aid us in serving you better. We use such Personal Information in the following ways:

- to facilitate the creation of and secure your Account on our network;
- to identify you as a user in our system;
- to provide improved administration of our Site, mobile app and Services;
- to provide the Services you request;
- to improve the quality of experience when you interact with our Site, mobile app and Services;
- to send you transactional e-mail notifications
- to send newsletters, surveys, offers, and other promotional materials related to our Services and for other marketing purposes;

## **CREATION OF ANONYMOUS INFORMATION**

We may create Anonymous Information records from Personal Information by excluding information (such as the name) that makes the information personally identifiable to the data subject. We use this Anonymous Information to analyze request and usage patterns so that we may enhance the content of our Services, improve Site and mobile app navigation. Riskilla reserves the right to use Anonymous Information for any purpose and disclose Anonymous Information to third parties at its sole discretion.

## **THIRD PARTY WEBSITES**

When you click on a link to any other website or location, you will leave our Site or mobile app and go to another site and another entity may collect Personal Information or Anonymous Information from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of information after you click on links to such outside websites.

## **COOKIES**

"Cookies" are pieces of information that a browser can record after visiting a web site. We may use cookies for technical purposes such as to enable better navigation through our site, or to store user preferences for interacting with the site. If you turn off the option to have cookies stored on your browser, it will affect your experience of using the Sensibull platform.

## **SECURITY OF YOUR INFORMATION**

Riskilla is committed to protecting the security of your Personal Information. We use a variety of industry-standard security technologies and procedures to help protect your Personal Information from unauthorized access, use, or disclosure. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while Riskilla uses reasonable efforts to protect your Personal Information, Riskilla cannot guarantee its absolute security.

## **CONTACT INFORMATION**

Riskilla welcomes your comments or questions regarding this Privacy Policy. Please e-mail us at [support@sensibull.com](mailto:support@sensibull.com) or contact us at the following address:

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## **CHANGES TO THIS PRIVACY POLICY**

Please note that this Privacy Policy may change from time to time. We will post any Privacy Policy changes on this page.

LAST UPDATED ON 8th January 2024

# Disclosures

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