

Terms and Conditions – FYERS Prime

1. Use of Services

FYERS Prime services may integrate with, link to, or otherwise make available services, products, software, or content provided by third parties (“Third-Party Services”). These Third-Party Services are provided as part of the FYERS Prime membership.

2. Acceptance of Third-Party Terms

Your use of any Third-Party Services is subject to the applicable terms, conditions, and policies of those third parties. By accessing or using Third-Party Services through our platform, you agree to be bound by their respective terms.

FYERS does not control or assume responsibility for any Third-Party Services, including their content, functionality, availability, or practices.

FYERS excludes any responsibility for informing you of changes to third-party terms.

3. No Warranties for Third-Party Services

Third-Party Services are provided on an “as is” and “as available” basis. FYERS make no warranties or representations, express or implied, regarding the Third-Party Services.

4. Limitation of Liability

FYERS shall not be liable for any damages, losses, or claims arising out of or related to:

- a) Your use of or reliance on Third-Party Services
- b) Errors, interruptions, or failures of Third-Party Services
- c) Data loss, security breaches, or unauthorized access caused by Third-Party Services
- d) This includes direct, indirect, incidental, consequential, and punitive damages.

5. Data Sharing and Privacy

When you use Third-Party Services, data like FYERS ID may be shared with those providers in accordance with their privacy policies. FYERS has maintained a cyber security framework as per the SEBI guidelines to ensure the safety, security and confidentiality.

6. Refund Policy

All fees paid for the FYERS Prime membership are non-refundable.

7. Cancellation, Suspension or Termination

FYERS reserves the right to suspend, or terminate access to any Third-Party Services at any time, without notice in event of any violation of the FYERS terms and conditions, and/or in the event of any violation of the terms and conditions of the Third-Party Services.

The membership automatically shall automatically renew for the same period as the initial term unless you cancel the auto payment mandate.

8. Prime Brokerage Benefits and Usage Limits

- Brokerage and MTF slabs under FYERS Prime will apply from the next day after subscription purchase.
- Prime brokerage benefits are available for up to 500 free orders. Once this limit is reached, standard brokerage charges shall apply.
- The Prime subscription cannot be topped up once the brokerage or order limit is exhausted. However, all other applicable Prime benefits will continue until the subscription expires.
- Any unused Prime benefits will not be carried forward or rolled over to the next subscription cycle.

9. Indemnification

You agree to indemnify and hold harmless FYERS Securities Private Limited, its affiliates, officers, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from your illegal, unauthorized and fraudulent use of Third-Party Services or your violation of third-party terms.

10. Changes to Third-Party Services

Third-Party Services may change, suspend, or discontinue at any time. FYERS shall, on a best effort basis ensure that the Third Party Services will not impact such changes may have on your use of our services.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Bangalore Urban, Karnataka.

12. Contact Information

If you have questions regarding these Terms or Third-Party Services, please contact us at: support@fyers.in or 080 6000 1111