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CORE AGREEMENTS

Terms of Use

The agreement between you and StockYatra that governs your use of the Service.

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ISSUED BY	Lacspace - Legal & Compliance

AT A GLANCE

- StockYatra is an educational paper-trading simulator - no real trades, no real money, no advice.
- Virtual money and coins have no monetary value and cannot be withdrawn or redeemed.
- Market data for every market we simulate (Nepal, India and US stocks) is simulated and delayed - never rely on it for real trading.
- Use the Service lawfully and in good faith; we may suspend or close accounts that do not.
- These Terms are governed by the laws of Nepal, with jurisdiction in the courts of Kathmandu.

A product of Lacspace Corporation Pvt. Ltd.
Kathmandu, Nepal - Reg. 377566/82/83

Legal & Compliance, Lacspace

Authorised signatory

This is a controlled legal document. The authoritative, current version is always the one published at stockyatra.com/legal/terms-of-use. Uncontrolled when printed.

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1. Agreement & Acceptance

These Terms of Use (the "Terms") are a binding agreement between you and StockYatra. Please read them carefully before using the Service.

1.1 By accessing, downloading, registering for, or using StockYatra - the website, mobile apps, and any related features, content and services (together, the "Service") - you agree to these Terms. If you do not agree, do not use the Service.

1.2 "You" means any individual or entity that accesses the Service, whether or not registered. "We", "us" and "our" mean StockYatra by Lacspace Corporation Pvt. Ltd.

1.3 If you use the Service on behalf of an organisation, you confirm that you have authority to bind that organisation to these Terms, and "you" includes that organisation.

2. Who We Are

2.1 StockYatra is an educational paper-trading simulator, built in Nepal, by Nepalis, for Nepal - and open to learners everywhere. It simulates trading on Nepal's NEPSE, India's NSE and US stock markets (the last labelled "Forex" in the Service), and may add other markets. It is operated by Lacspace Corporation Pvt. Ltd. ("Lacspace"), registered in Nepal (Reg. 377566/82/83), with a registered office in Kathmandu, Nepal.

2.2 StockYatra is NOT a broker, dealer, exchange, securities business, portfolio manager or investment adviser. It executes no real trades and holds no client securities or funds for trading.

2.3 StockYatra is not affiliated with, registered with, licensed by, or endorsed by the Securities Board of Nepal (SEBON) or Nepal Stock Exchange (NEPSE), the Securities and Exchange Board of India (SEBI) or National Stock Exchange of India (NSE), or the US Securities and Exchange Commission (SEC), NYSE or Nasdaq. "NEPSE", "NSE", "NYSE", "NASDAQ" and stock symbols are used nominatively, for education only, and imply no affiliation. See our Regulatory & Compliance statement.

3. Definitions

3.1 In these Terms:

a. "Service" means the StockYatra website, mobile apps, content, features and any related services;
b. "Account" means the personal account you register to use the Service;
c. "Virtual money" means the simulated trading balance used to place practice trades;
d. "Coins" means the in-app educational currency described in these Terms;
e. "Cash" means deposited value used for optional in-app services, verified manually;
f. "Content" means any text, images, data, feedback or other material available on or submitted to the Service;
g. "User content" means Content you post, upload or share through the Service.

4. Eligibility & Age

4.1 You may use the Service only if you are old enough to form a binding contract under the laws that apply to you, and are not barred from doing so under any applicable law.

4.2 If you are under 18, you may use the Service only with the consent and supervision of a parent or legal guardian, who accepts these Terms on your behalf and remains responsible for your use.

4.3 The Service is intended for personal learning. It is not directed at children below the minimum age set out in our Privacy Policy, and we may refuse or close accounts that do not meet these requirements.

5. Relationship to Our Other Policies

These Terms are the master agreement. They incorporate, and must be read together with, the following policies, each of which forms part of your agreement with us:

5.1 Our policies include:

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a. the Acceptable Use Policy;
b. the Community Guidelines;
c. the Privacy Policy;
d. the Cookie Policy;
e. the Risk Disclaimer;
f. the Regulatory & Compliance statement;
g. the Refund Policy;
h. the Copyright & IP policy;
i. the Grievance & Dispute Resolution policy.

5.2 If there is a conflict between these Terms and another policy, these Terms prevail, unless the other policy expressly states otherwise for its specific subject matter.

6. Account Registration & Accuracy

6.1 Some features require you to register an Account. You agree to provide accurate, current and complete information, and to keep it up to date.

6.2 You may hold only one personal Account unless we agree otherwise in writing. Creating multiple or fake accounts to abuse features, farm rewards or evade limits is prohibited under the Acceptable Use Policy.

6.3 We may refuse, suspend or reclaim any username, and may verify your information, at our reasonable discretion.

7. Account Security & Credentials

7.1 You are responsible for keeping your login credentials confidential and for all activity that occurs under your Account.

7.2 You must notify us promptly at security@stockyatra.com if you suspect any unauthorised access to or use of your Account.

7.3 We are not liable for any loss arising from your failure to safeguard your credentials. You must not share, sell or transfer access to your Account.

8. Electronic Communications & Notices

8.1 By using the Service, you consent to receive communications from us electronically - including in-app messages, push notifications and emails - and you agree that these satisfy any legal requirement that a communication be in writing.

8.2 We may send you service, security, transactional and administrative messages. You may opt out of non-essential marketing messages at any time; you cannot opt out of essential service messages while you hold an Account.

8.3 Notices to us should be sent to legal@stockyatra.com, or to the specific channel named in the relevant policy.

9. Your Licence to Use the Service

9.1 Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Service for your own lawful, non-commercial learning.

9.2 This licence does not transfer any ownership. All rights not expressly granted to you are reserved by us and our licensors.

9.3 You must not use the Service for any commercial purpose, or to build or train a competing product or dataset, unless we agree otherwise in writing.

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10. Acceptable Use

10.1 Your use of the Service is governed by our Acceptable Use Policy, which sets out in detail what you may and may not do. It forms part of these Terms.

10.2 In summary, you must use the Service lawfully, in good faith, and only for genuine learning - never to cheat the simulation, abuse other learners, or scrape or disrupt the platform.

11. Prohibited Activities

Without limiting the Acceptable Use Policy, you must not:

11.1 Break any applicable law, regulation, or third-party right while using the Service.

11.2 Manipulate, exploit or attempt to game the virtual-money, coin, ranking, reward or leaderboard systems, including through bugs, multiple accounts, or automation.

11.3 Present simulated results, screenshots or statistics as an actual, real-money trading record to anyone, anywhere.

11.4 Offer, solicit or provide personalised investment, financial, legal or tax advice, or hold yourself out as a licensed adviser or broker.

11.5 Impersonate any person or organisation, including StockYatra, Lacspace, SEBON, NEPSE, SEBI, NSE, the SEC, NYSE, Nasdaq, or a broker.

11.6 Upload or link to malware, interfere with the Service, or attempt to gain unauthorised access to any system, account or data.

11.7 Scrape, harvest, crawl, cache or bulk-download any part of the Service except as expressly permitted, or reverse-engineer any part of it except to the limited extent applicable law allows.

12. Community Guidelines & Code of Conduct

12.1 Where the Service offers community, social or interactive features, you must follow our Community Guidelines, which set the standard of conduct we expect of everyone who learns here.

12.2 We may moderate, remove or restrict content and participation to keep the community safe, fair and honest, in line with those Guidelines and the Acceptable Use Policy.

13. User Content & Licence to Us

13.1 You retain ownership of the User content you submit. You are responsible for it, and you confirm you have the rights necessary to share it and to grant the licence below.

13.2 You grant us a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, reproduce, adapt, publish and display your User content, solely to operate, promote and improve the Service. This licence ends when you delete your content or Account, except for content already shared with others or retained as required by law or for backup.

13.3 We may remove, restrict or refuse any User content that breaches these Terms or any policy, without notice, and may report unlawful content to the authorities.

14. Feedback

14.1 If you send us suggestions, ideas or feedback about the Service, you agree that we may use them freely, without restriction, obligation or compensation to you.

14.2 Feedback is provided voluntarily and is not confidential. We are under no obligation to use it or to keep it private.

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15. Beta, Trial & New Features

15.1 We may offer beta, trial, preview or experimental features. These are provided "as is", may be incomplete or unstable, and may change or be withdrawn at any time.

15.2 By using such features, you accept the additional risk that they may not work as expected. We are not liable for any loss of virtual balances, progress or content arising from them.

16. Virtual Money, Coins & Cash

StockYatra uses a purely educational money model. Nothing in it has real-world monetary value.

16.1 Virtual money is a simulated trading balance used to place practice trades. It has no monetary value, cannot be withdrawn, and is not redeemable for real money or securities.

16.2 Coins are an in-app educational currency. They have no monetary value, are non-withdrawable, and cannot be redeemed, transferred or exchanged for real money.

16.3 Your learning wallet holds money you add to unlock courses inside the Service. It cannot be withdrawn, transferred or converted to cash or coins, does not represent an investment, and does not create any trading, brokerage or custodial relationship. All purchases are final; see our Refund Policy.

16.4 We may adjust, reset or remove virtual balances, coins or rankings - including where they were obtained in breach of these Terms, or as part of maintaining, changing or resetting the simulation. You have no property right in any virtual balance.

17. Optional Purchases, Pricing & Billing

17.1 Parts of the Service may be free, and others may require a one-off or recurring payment for optional features or services. Prices and inclusions are shown before you purchase.

17.2 You authorise us and our payment providers to charge the applicable amount, including any taxes, using your chosen payment method. Where a purchase is made through an app store, that store's payment terms also apply.

17.3 We may change prices and the features offered at any time. Changes do not affect purchases already made. All purchases are final and non-refundable, as set out in our Refund Policy.

18. No Investment Advice

18.1 The Service is educational only. Nothing on StockYatra is, or should be treated as, investment, financial, legal or tax advice, or a recommendation, offer or solicitation to buy, sell or hold any security.

18.2 Short-selling, intraday and similar functions exist only as simulated educational features that teach the underlying concepts. StockYatra does not facilitate real short-selling, margin or leverage.

18.3 You are solely responsible for any real-world decision you make. Before making any actual investment decision, seek advice from a professional licensed in your jurisdiction. See our Risk Disclaimer and Regulatory & Compliance statement.

19. Market Data

19.1 Prices shown in the Service are simulated to resemble the relevant market - NEPSE, NSE or US exchanges - and are delayed. They are not a live, official or authoritative market feed. Any currency conversion applied to virtual coins uses a simulated rate.

19.2 Simulated data may differ materially from real market prices, and may contain errors, gaps or interruptions. You must not rely on it for any real trading or financial decision.

19.3 We do not warrant the accuracy, completeness, timeliness or availability of any market data, and we are not liable for any decision made in reliance on it.

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20. Intellectual Property

20.1 The Service and its content - including software, text, graphics, designs, educational material, and the arrangement of them - are owned by us or our licensors and are protected by intellectual-property laws.

20.2 Except for the limited licence granted to you in these Terms, you receive no right, title or interest in the Service or its content, and you must not copy, modify, distribute or create derivative works from it without our permission.

21. Trademarks & Brand

21.1 "StockYatra", "Lacspace", and our logos and brand elements are our trademarks and may not be used without our prior written consent.

21.2 Third-party names, marks and symbols - including "NEPSE", "NSE", "NYSE", "NASDAQ" and stock ticker symbols - remain the property of their respective owners and are used nominatively for education only, with no claim of affiliation or endorsement.

22. Copyright & Notice-and-Takedown

22.1 We respect intellectual-property rights and expect you to do the same. If you believe content on the Service infringes your rights, follow the process in our Copyright & IP policy.

22.2 Send infringement notices to copyright@stockyatra.com. We may remove allegedly infringing content and may disable the accounts of repeat infringers.

23. Privacy & Data

23.1 Our Privacy Policy explains what personal data we collect, how we use it, and the choices and rights you have. It forms part of these Terms.

23.2 By using the Service, you acknowledge our processing of your data as described in that policy. We use generic categories of service providers - hosting, analytics, email and payment providers - to operate the Service.

24. Cookies

24.1 We use cookies and similar technologies to operate, secure and improve the Service, as described in our Cookie Policy.

24.2 You can manage non-essential cookies through the controls we provide or through your browser or device settings.

25. Third-Party Services, Links & App Stores

25.1 The Service may link to, or rely on, third-party services and content that we do not control. We are not responsible for them, and your use of them is governed by their own terms.

25.2 If you obtain the app through the Apple App Store or Google Play, the applicable store's terms also apply to your download and use. Where those terms conflict with any store-specific right they grant you, that right prevails to the extent required.

25.3 You acknowledge that the app stores are not parties to these Terms and are not responsible for the Service or for support, maintenance or claims relating to it.

26. Service Availability, Changes & Discontinuation

26.1 We provide the Service on a reasonable-efforts basis and do not guarantee that it will be uninterrupted, timely, secure or error-free.

26.2 We may add, change, suspend, limit or discontinue any part of the Service - including features, simulations

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and virtual balances - at any time, with or without notice.

26.3 We are not liable to you for any modification, suspension or discontinuation of the Service or any part of it.

27. Suspension & Termination

27.1 You may stop using the Service and close your Account at any time.

27.2 We may suspend or terminate your Account or access - with or without notice - if you breach these Terms or any policy, if required by law, or to protect the Service or other users. We may act immediately where a breach is serious, unlawful or poses a risk.

27.3 On termination, your licence to use the Service ends and we may delete your Account and content, subject to legal retention requirements. Virtual balances, coins, rankings and progress may be lost, and we are not liable for that loss. Provisions that by their nature should survive - including intellectual property, disclaimers, limitation of liability, indemnification and governing law - survive termination.

28. Disclaimer of Warranties

28.1 To the fullest extent permitted by law, the Service is provided "as is" and "as available", without warranties of any kind, whether express, implied or statutory.

28.2 We disclaim all implied warranties, including merchantability, fitness for a particular purpose, non-infringement, accuracy and uninterrupted availability. We do not warrant that the Service, its content or its simulated data will meet your needs or be error-free.

28.3 No advice or information you obtain from the Service creates any warranty not expressly stated in these Terms.

29. Limitation of Liability

29.1 To the fullest extent permitted by law, we and our directors, employees and providers are not liable for any indirect, incidental, special, consequential or punitive loss, or for any loss of profits, data, goodwill or opportunity, arising from or relating to the Service.

29.2 Because the Service is educational and involves no real money, no real trades and no live market feed, we are not liable for any trading, investment or reliance loss, or for any real-world decision you make on the basis of the Service or its simulated data.

29.3 To the extent any liability cannot be excluded, our total aggregate liability to you is limited to the greater of the amount you paid us for the Service in the three months before the claim, or NPR 1,000. Nothing in these Terms excludes liability that cannot be excluded under applicable law.

30. Indemnification

30.1 You agree to indemnify and hold harmless StockYatra, Lacspace and their directors, employees and providers from any claim, loss, liability or expense (including reasonable legal fees) arising from your breach of these Terms or any policy, your misuse of the Service, your User content, or your violation of any law or third-party right.

30.2 We may, at our option, assume the exclusive defence and control of any matter subject to indemnification, and you agree to cooperate with us in that defence.

31. Governing Law & Jurisdiction

31.1 These Terms and any dispute arising from or relating to them or the Service are governed by the laws of Nepal, without regard to conflict-of-laws rules.

31.2 You agree that the courts of Kathmandu, Nepal have exclusive jurisdiction over any dispute, subject to the dispute-resolution process below and to any mandatory rights you have under applicable law.

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32. Dispute Resolution & Grievance

32.1 If you have a concern or dispute, please first contact us so we can try to resolve it. Our Grievance & Dispute Resolution policy explains how to raise a grievance and what to expect.

32.2 You agree to attempt in good faith to resolve any dispute informally before starting formal proceedings. This does not affect any mandatory right you have to approach a competent authority.

33. Force Majeure

33.1 We are not liable for any failure or delay in performing our obligations caused by events beyond our reasonable control, including natural disasters, power or internet outages, acts of government, strikes, or failures of third-party providers.

34. Assignment

34.1 You may not assign or transfer these Terms or your Account without our prior written consent. We may assign these Terms, in whole or in part, to an affiliate or in connection with a merger, acquisition or reorganisation.

35. Severability & No Waiver

35.1 If any provision of these Terms is found unenforceable, it will be limited or removed to the minimum extent necessary, and the remaining provisions stay in full force.

35.2 Our failure to enforce any provision is not a waiver of it, and no waiver is effective unless made in writing by us.

36. Entire Agreement & Changes to These Terms

36.1 These Terms, together with the policies they incorporate, are the entire agreement between you and us about the Service, and replace any prior agreement on the same subject.

36.2 We may update these Terms from time to time. The current version is always the one published at stockyatra.com/legal/terms-of-use, and the effective date at the top reflects the latest revision.

36.3 We will notify material changes through the Service or by other reasonable means. Continued use of the Service after a change means you accept the updated Terms.

37. Contact & Grievance Officer

37.1 For questions about these Terms, contact legal@stockyatra.com. For general help, contact support@stockyatra.com.

37.2 To raise a grievance, contact our grievance officer at grievance@stockyatra.com, or follow the process in our Grievance & Dispute Resolution policy. StockYatra is operated by Lacspace Corporation Pvt. Ltd., Kathmandu, Nepal.

This document is a professionally drafted template provided for transparency. It is not legal advice and should be reviewed by qualified counsel before you rely on it.

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