

15 Realization of funds with regard to subscription transactions:-

- a. For subscription transactions made through MFU, the funds are to be credited to the MFU Escrow Account and thereafter transferred to the respective AMC / Scheme accounts by MFU in proportion to the investments made in respective schemes. Payments to MFU Escrow Account can be made through Net Banking or RTGS or NEFT or PayEezz .
- b. In case of net banking payments or PayEezz , MFU Escrow account will be credited not less than T+1 business/working day wherein T refers to the payment initiated day. MFUI will ensure to transfer the funds to the AMC Accounts upon receipt.
- c. All credits received into the MFU Escrow Account before 1.40 p.m. (for scheme cut-off of 2.00 p.m.) and 2.40 p.m. (for scheme cut-off time of 3.00 p.m.) will be transferred to the Scheme accounts by 2.00 p.m. and 3.00 p.m. respectively. In respect of credits to the MFU Escrow Account between 1.40 p.m. / 2.40 p.m. to the respective cut-off times, funds will be transferred to the Scheme accounts on a best
- d. Alternately, MFUI offers 'Direct to AMC' payment facility at their discretion. In which case, the funds are to be credited to the respective AMC / Scheme account and such account and payment details should be mentioned in the transaction submitted through MFU.

16 NAV Applicability:

- a. All current rules with regard to NAV applicability shall apply to the transactions done online through the portal.
- b. In case of subscription transactions where the availability of funds for utilization / time of credit is considered for applicability of NAV, irrespective of whether the subscription payment is done to MFU or Directly to the AMC, the time of credit to respective AMC Accounts shall be considered for NAV applicability.

17 Restriction on Acceptance of Third Party Payments for Subscription of Units in Mutual Fund Schemes:

- a. The payment should be made only from one of the bank accounts registered under the CAN being transacted.
- b. In case it is found that the payment is not made from a registered bank account under the CAN, MFUI / Mutual Fund / AMC / its RTA reserves the right to reject the transaction and refund the money to the
- c. Additionally, AMCs may at their discretion decide to make the redemption payouts only through specific modes of payment, when the units are redeemed.

18 Payment Mode for payments to MFU Escrow Account:

- a. **Net Banking:** In order to make payment through Net Banking we agree to avail this facility from our registered Bank and have access thereto. We will be redirected to our Bank's website for making online
- b. **NEFT / RTGS / Transfer :** In order to make payment through NEFT / RTGS to MFU Escrow Account, MFUI will provide the Beneficiary Account details to which the payments should be made. For 'Direct to AMC' payment, the account details will be sourced from the respective AMCs.
- c. **PayEezz:** Payment through PayEezz facility can be only through a unique PayEezz Reference Number (PRN), obtained by registering the mandate with MFUI.

19 Where units are held in the Depository Account, the request for redemption has to be routed through (a) our broker, or (b) our depository participant.

20 The payout proceeds, subject to deduction of exit load, STT and TDS (if applicable) would be paid out to us into our default bank details registered under our CAN or any other registered bank details specified by us, within the payment timelines of the respective scheme(s).

21 Transactions received on a non-business day will be treated as received on next business day.

22 We agree that even though our Mobile No. is registered under the National Do Not Call Registry (NDNC), we explicitly permit MFUI to send various communications, updates, alerts, notifications and the same shall not be considered as a breach of any TRAI Regulations/Guidelines;

23 Indemnity & No Warranties:

- a) We shall be fully liable to MFUI and/or the AMC / Mutual Fund or their Affiliates for every transaction entered into using the Online Facility, whether with or without our knowledge. In no event will the AMC / Mutual Fund, MFUI or their agents / service providers be liable to us for any special, direct, indirect, consequential or incidental loss or damages which we may suffer or incur.
- b) We hereby relieve the AMC / Mutual Fund and MFUI from any liability whatsoever against misuse of the Online Facility, email, SMS, User ID and password. Further, neither the AMC / Mutual Fund nor MFUI shall be liable at all for misuse if any, of any data placed on the Internet, by third parties, "hacking" or unauthorized access. Neither the AMC / Mutual Fund nor MFUI will be liable for any failure to act upon Electronic Instructions or to provide any facility for any cause that is beyond the control of the AMC / Mutual Fund or MFUI.
- c) MFUI shall have no liability to verify the accuracy, authenticity of the instructions given using the SMS / Email link or User ID and password and shall be authorized to act on such instructions without further verification or review.
- d) MFUI shall endeavor to give effect to Electronic Instructions on a best effort basis and as soon as practically possible for MFUI, within the ambit of SEBI Regulations. In the event of any instructions being capable of execution in two or more ways, MFUI may execute the Electronic Instructions in a way as it may, in its sole judgement, decide.
- e) MFUI agrees to take best efforts to protect security of the data placed on the Internet, however we agree that transmitting data/ information over internet may be subject to compromise / breach and that the risk of any loss of information or interception of information by any third party will be borne by us and that MFUI shall not be liable for the same. The Mutual Fund, MFUI, the AMC/Trustees of the Mutual Fund, along with its directors, employees, agents, executors, successors and assigns shall not be liable for any damages or injuries arising out of or in connection with the use of the Portal or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning, or interruption of business; error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon Electronic Instructions or to provide any facility for any cause that is beyond the control of such entity.
- f) All records of MFUI, whether maintained in electronic form, magnetic medium, documents or any other form with respect to Electronic Instructions received for / through use of the Facilities shall be conclusive evidence of the same and shall be binding on us.
- g) We hereby confirm that MFUI or any other Agents of the Fund or MFUI, shall not be held responsible for violation of any laws by us and we hereby indemnify MFUI against any claims arising from such non-compliance, and also from any damages or losses MFUI or the Fund may suffer from any claims arising due to non-compliance or violation of the Terms and Conditions.
- h) Further, we agree to indemnify, and shall at all times keep indemnified the Mutual Fund, MFUI, the Trustees/AMC, their officers, employees, successors and assigns from and against all actions, proceedings, claims and demands whatsoever for or on account of or in relation to any unauthorised use of the Online Facility, transaction approval link sent through email / SMS, User ID and password and from and against all damages, costs, charges and expenses in respect thereof or incidental thereto.
- i) We agree that delivery of email / SMS to us by MFUI for transaction approvals and our response thereto cannot be guaranteed due to dependencies on third party Service Providers for delivery of the same.
- j) No forbearance, delay or failure on part of MFUI or the AMC / Mutual Fund to exercise any power or right under these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

24 MFUI will take best efforts to keep the Portal updated so as to provide most current information, and shall further take best efforts to ensure that the information provided on the Portal is as accurate as possible and that the disruptions of service are minimal. However, MFUI makes no warranty, either express or implied, or gives any guarantee, concerning the uninterrupted availability of the Portal or the services or the accuracy of the information available on it.

25 We authorize MFUI to provide to third parties such transaction / account details, as may be necessary in order to give effect to our online instructions or in order to comply with the order of any court, government agency or lawful authority or in order to ensure compliance with any laws/regulations in any jurisdiction.

26 We agree that the look and feel of the web screen and outputs therefrom may differ based on the nature of the software used by us to browse the Portal. We shall not hold MFUI liable for any act of non-adherence of Electronic Instructions, or the lack of availability of the Portal or the Online Facility extended by MFUI, if MFUI is for any reason whatsoever, unable to provide the said service.

27 We agree to bear the bank charges, if any, towards electronic fund transfer or any other transaction carried out through our bank account, without any reimbursement by MFUI.

28 **No solicitation:** Nothing in the Terms and Conditions or on the Portal shall be considered a solicitation to buy or an offer to sell, or a recommendation for, a security, or any other product or service, to any person in any jurisdiction where such solicitation, offer, recommendation, purchase or sale would be unlawful under the laws of that jurisdiction.

29 **Proprietary Rights:** We hereby acknowledge that the portal is the legal property of MFUI. The permission given by MFUI to access the Online Facility will not convey any proprietary or ownership rights in the software. We agree not to attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Online Facility of MFUI or create any derivative product based on the software. We further agree not to use the name, logo or mark of MFUI or any of the AMC/Mutual Fund (or any logo or mark similar thereto), and any related patent, trademark and service mark applications, design rights, copyrights, and all or any similar or equivalent rights arising or subsisting in any country in the world.

30 **Governing Laws & Jurisdiction:** The Online Facility and all the Online Transactions carried out through the Online Facility are subject to the Terms and Conditions of the Scheme Information Documents of the schemes of various Mutual Funds, read with the addenda issued from time to time.

31 The provision of the Online Facility is subject to and governed by the laws of India. The Courts in Mumbai shall have jurisdiction over all disputes arising out of or in respect of the Terms and Conditions.

32 These Terms and Conditions are subject to Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued thereunder as amended from time to time and other laws, rules and regulations issued by the Government of India relating to Mutual Funds and provision of Online Facility.

33 **Notice:** Any notice, communication or documents required to be given by either Party to the other, may be given by personal delivery, courier, registered post at the registered office of MFUI or by email to clientservices@mfiindia.com and if to the investor at the registered address or email ID as per MFUIs records.

D. Declaration and Signature(s):-

We hereby confirm and declare as under:-

- a) We have read and understood the contents of the respective Scheme Information Document(s), Statement of Additional Information(s), Key Information Memorandum(s), Instructions and Addenda issued by the respective Mutual Funds, including level of risk depicted by riskometer.
- b) We are eligible Investor(s) as per the respective Scheme related documents and are authorised to make this investment as per the constitutive documents / authorization(s). The amount invested in the respective Scheme(s) is through legitimate sources only and is not for the purpose of contravention and/or evasion of any act, rules, regulations, notifications or directions issued by any regulatory authority in India.
- c) We will indemnify MFUI, Mutual Fund, AMC, Trustee, RTA and other intermediaries in case of any dispute regarding the eligibility, validity and authorization of our transactions.
- d) The ARN holder (AMFI registered Distributor) has disclosed to us all the commissions (in the form of trail commission or any other mode), payable to him/them for the different competing Schemes of various Mutual Funds from amongst which the Scheme/s is/are being recommended to us.

WE HEREBY CONFIRM THAT WE HAVE NOT BEEN OFFERED/COMMUNICATED ANY INDICATIVE PORTFOLIO AND/OR ANY INDICATIVE YIELD BY THE FUND/AMC/ITS DISTRIBUTOR FOR THIS INVESTMENT.

Date :

D	D	/	M	M	/	Y	Y	Y	Y
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Place : _____

Name(s) and Signature(s) of Authorized Signatory(ies) with Official seal/stamp

