

## **Terms and Conditions for availing Invest Online facility**

Investors are requested to read this document carefully. Acceptance of these terms and conditions are mandatory for availing Invest Online facility.

## **Terms & Conditions for availing Invest Online facility**

These Terms and Conditions form the contract between the User and AMC for availing Invest Online. By applying for or availing of Invest Online, the User acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all terms and conditions stipulated by AMC/or its Affiliates pertaining to the Account(s) and/or to any services/facilities offered by AMC and/or its Affiliates, shall continue to be applicable to the Users, provided, however, in the event of a conflict in such other terms and conditions stipulated by AMC and/or its Affiliates and the Terms & Conditions herein, the Terms and Conditions shall have an overriding effect for Invest Online facility. These Terms & Conditions will be in addition to and not in derogation of the terms and conditions relating to any Account(s) of the User and/or to those relating to services/facilities offered by AMC and/or its Affiliates and availed by the User. The User agrees that in the event the User avails of any services/ facilities offered by AMC through the Website, the User shall be bound by all the terms and conditions stipulated by AMC pertaining to such services/facilities, offered by AMC and availed by the User through the Website.

**Investors shall read and understand the Statement of Additional Information, Scheme Information document and Key Information Memorandum before taking investment decisions.**

### ***Definitions***

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

- a) "**AMC**" refers to PPFAS Asset Management Pvt Ltd a company incorporated under the Companies Act, 1956 and appointed as Investment Manager for PPFAS Mutual Fund, India and having its registered office at 103, Veena Chambers, 21- Dalal street, Fort, Mumbai-400 001.
- b) "**Affiliates**" of AMC includes PPFAS Asset Management Pvt. Ltd and PPFAS Mutual Fund.
- c) "**Accounts**" mean all the investment account maintained by the User under a specified folio number of PPFAS Mutual Fund which is registered by the User under the Invest Online facility.
- d) "**Electronic Instructions**" shall mean any instructions given to the AMC by the Unitholder through use of the Invest Online facility.

e) **"Fund"** shall mean PPFAS Mutual Fund, a trust set up under the provisions of Indian Trusts Act 1882, and registered with SEBI vide Registration No. **MF/069/12/01**.

f) **"PPIN"** shall mean "PPFAS Personal Identification Number", a unique personal identification number allotted to the Unitholder for accessing the Invest Online Facility in case the User forgets his PPIN ,click on forgot PPIN option.

g) **"Invest Online"** refers to the internet service offered by AMC to the User including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, subscription and redemption of mutual fund units and any other service as AMC may decide to provide from time to time through its website [www.amc.ppfas.com](http://www.amc.ppfas.com).

h) **"Non-individual Investor"** shall mean and include any person, including without limitation Sole Proprietorships, Partnerships, LLPs, HUFs, Companies, Banks, FIIIs, Trusts, etc.

i) **"Personal Information"** refers to the information provided by the User to AMC while registering for Invest Online facility and also while doing transaction by using Invest Online facility.

j) **"Scheme Information Document"** means, , the document issued by PPFAS Mutual Fund at the time of launch of the scheme detailing the particulars of the scheme, as may be amended from time to time.

k) **"Scheme"** shall mean schemes launched by PPFAS Mutual Fund.

l) **"Trustee"** shall mean PPFAS Trustee Company Private Ltd.

m) **"User"** refers to a customer of AMC who makes use of Invest Online facility through the website [www.amc.ppfas.com](http://www.amc.ppfas.com).

n) **"Website"** shall mean [www.amc.ppfas.com](http://www.amc.ppfas.com) or any other website as may be notified by the AMC from time to time.

**In these Terms & Conditions, unless the contrary intention appears:**

- a reference to : an " amendment " includes a supplement, modification, novation, replacement or re-enactment and " amended" is to be construed accordingly; an " authorisation " or " approval " includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; ' law ' includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as

amended from time to time.

- the singular includes the plural (and vice versa);
- reference to the words "include" or "including" shall be construed without limitation;
- reference to a gender shall include references to the female, male and neuter genders;
- The User shall ensure that Invest Online or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms & Conditions.

**Now, this document witnesses the User's acceptance to the below Terms & Conditions**

- **Information on the site:** The information provided to the User through the Invest Online is not updated continuously but at regular intervals. Consequently, any information supplied to the User through Invest Online will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the User. AMC shall not be liable for any loss that the User may suffer by relying on or acting on such information. AMC may keep its records of the transactions in any form it wishes. In the event of any dispute, AMC's records shall be binding as the conclusive evidence of the transactions carried out through Invest Online in the absence of clear proof that AMC's records are erroneous or incomplete.
- **Documentation:** Any request for any service/facility, which is offered as a part of Invest Online, shall be binding on the User as and when AMC receives such a request. If any request for a service is such that it cannot be given effect to unless it is supported by requisite documentation to be provided by the User, AMC shall not be required to act on the request until it receives such documentation from the User.
- **Instructions:** All Electronic Instructions for Invest Online shall be given, through computer or any other medium/channel enabled by AMC for the purpose, by the User in the manner indicated by AMC. The User is also responsible for the accuracy and authenticity of the Electronic Instructions provided to AMC and/or Affiliates and the same shall be considered to be sufficient to operate the Invest Online. AMC shall not be required to independently verify the Electronic Instructions, and the instruction shall remain effective till such time the same is countermanded by further Electronic Instructions by the User. AMC shall have no liability if it does not or is unable to stop or prevent the implementation of an Electronic Instruction, which is subsequently countermanded. Where AMC considers the Electronic Instructions to be inconsistent or contradictory it may seek clarification from the User before acting on any Electronic Instruction of the User or

act upon any such instruction as it deems fit. AMC states that it has no liability or obligation to keep a record of the Electronic Instructions to provide information to the User or for verifying User's Electronic Instructions. AMC may refuse to comply with the Electronic Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any Electronic Instruction and have the right to suspend the operations through the Invest Online if it has reason to believe that the User's instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate the Invest Online.

Any instruction, order, direction, request entered using the PPIN of the User shall be deemed to be an instruction, order, directive, request received from the User. All instructions, requests, directives, orders, directions, entered by the User, electronically or otherwise, are based upon the User's decisions and are the sole responsibility of the User. The User understands that entering an instruction, direction, order, request with AMC, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. AMC shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the User until it confirms the receipt of such instruction, direction, order, request through electronic means.

- **Accuracy of Information:** The User is responsible for the correctness of information supplied to AMC for use of the Invest Online / while using any facility of Invest Online or through any other means such as electronic mail or written communication. AMC accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to AMC either in the application form or any other communication, he shall immediately advise AMC which will endeavour to correct the error wherever possible on a "reasonable efforts" basis.
- **Disclosure of Information:** The User agrees that AMC and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Invest Online, for settlement of transaction, data analysis, risk profiling and marketing. The User also agrees that AMC may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic transaction network, RTA service, Record retention service in compliance with a legal directive, or for fraud prevention purposes.
- **Electronic Authentication:** The authentication of electronic records through verification of PPIN, allotted by AMC/created by the User or through any other mode of verification as may be stipulated from time to time at the discretion of AMC, which are recognized under Information Technology (Amendment) Act, 2008 for authentication of electronic records shall be valid as equivalent to physical signed records submitted by the Unitholder/User and the Unitholder/User is solely responsible to maintain the secrecy and confidentiality of the Folio No and PPIN No

without any liability of AMC in this regard.

- **Non-Transferability:** The grant of Invest Online to a User is not transferable under any circumstance and shall be used only by the User.
- **Assignment :** AMC shall be entitled to sell, assign, securitise or transfer AMC's right and obligations under the Terms and any security being in favour of AMC (including all guarantee/s) to any person of AMC's choice in whole or in part and in such manner and on such terms and conditions as AMC may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the User and all other persons. The User, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. AMC may sub-contract and employ agents to carry out any of its obligations under this contract. However, the User shall not be entitled to transfer or assign any of his rights and obligations hereunder.
- **Communications through Electronic means :** Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version i.e., application forms, forms for financial and non-financial transactions, factsheets etc., as prepared and distributed by the AMC, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. AMC would be deemed to have fulfilled its legal obligation to deliver to the User any document if such document is sent via electronic means. Failure to advise AMC of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.
- **Modification:** AMC reserves the right to modify the Terms and Conditions and the user will have to accept such modified Terms and Conditions for ensuring continuous usage of Invest Online facility.
- **No claim on deficiency in Service:** The AMC is offering the Invest Online facility as an additional avenue for investors to make online transactions at their convenience and the AMC is not charging any service fee towards the services provided under this facility. The service is liable to be withdrawn at the absolute discretion of the AMC without assuming any responsibility or liability towards the Users.
- **Access to Invest Online:** The User can create a folio online by submitting his KYC, bank and tax details as mandated by SEBI.. The RTA will generate and send a unique PPIN to be used by the investor for online transactions in PPFAS Mutual Fund. In case, the User forgets his/her PPIN, he/she can generate a new PPIN using the "Forgot PPIN" option on the website by inputting certain parameters unique to the Investor's/Unitholder's account with the AMC. The AMC further confirms that a PPIN is send to every Unitholder who has registered his/her email-id with the AMC. Where the Investor has invested in the scheme of PPFAS

Mutual Fund but failed to receive a PPIN from the AMC, he/she can fill the PPIN Generation Form given on the website and submit it to any of the Investor Service Centre. The User acknowledges, represents and warrants that the PPIN which will be created by him, provides access to the Account and that User is the sole and exclusive owner and is the only authorised User and accepts sole responsibility for use, confidentiality and protection of the PPIN, as well as for all orders entered into Accounts using such password.. The User agrees and acknowledges that AMC shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by AMC regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Invest Online and the User shall fully indemnify and hold harmless AMC and the Affiliates in respect of the same. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The User agrees and acknowledges that any loss, damage, liability caused or suffered by the User due to disclosure of all information of confidential nature shall be borne by the User without transferring any liability or responsibility towards AMC. The User shall comply with such guidelines, instructions or terms as AMC may prescribe from time to time with respect to the PPIN.

- The Invest online facility is available only for customers who wish to make investment himself and not through agent. If any Unitholder chooses to access/use the Invest Online facility from locations outside India, he does so at his own initiative and risk, and shall be solely responsible for compliance with all applicable laws.

Under the Invest Online facility the User can do most of the Mutual Fund related activities online which shall include

- Creation of new folio;
- Subscribe to units of Mutual Funds including both initial and additional subscriptions;
- Register for a systematic investment plan;
- **Redemption of units ;**
- Printing of account statements;
- Such other facilities as may be provided from time to time;

The AMC reserves the right to restrict the Invest Online facility to certain category of Customers. Investors are requested to use alternate channels for transacting in such schemes which are not available under this facility.

The User shall take all necessary precautions to prevent unauthorized and illegal use of Invest Online and unauthorized access to the folios. AMC shall take all commercially reasonable care to, ensure the security of and to prevent unauthorised access to the Invest Online using commercially reasonable technology available in India to AMC.

- **Confirmation & Unitholder's Obligations:** In some cases, the AMC may, in its absolute discretion and in the interest of the User, request a fax confirmation, signed by the User, of the Electronic Instructions and any additional information the AMC may require. The AMC shall not be bound to act on Electronic Instructions received until such fax confirmation and additional information, in a form and manner acceptable to the AMC, is received from the User.

The AMC may, in its absolute discretion decide not to carry out any such transaction where the AMC has reason to believe that the Electronic Instructions are not genuine or are unclear or such as to raise a doubt or are otherwise improper and cannot be put into effect.

- **Joint Accounts:** In case of Joint Accounts, transactions through Invest Online, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'.

As the invest Online facility is restricted at folio level, only one User can be created against a folio.

- **Minor through Guardian:** The Parent/ Legal Guardian shall be deemed to have full authority to act for and on behalf of the minor in all matters relating to the Invest Online Facility.

- **Liability of the User & AMC:** Neither AMC nor the Affiliate/s shall be liable for any unauthorised transactions occurring through the Invest Online and the User hereby fully indemnifies and holds AMC and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. AMC shall under no circumstance be held liable to the User if the Invest Online is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of AMC. Under no circumstances shall AMC be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. Illegal or improper use of the Invest Online shall render the User liable for payment of financial charges as decided by AMC or will result in suspension / termination of the Invest Online services extended to such User/s. The aforesaid does not limit AMC's right to initiate appropriate legal proceedings against such customers.

- **Disclaimer of Warranties:** The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis. Except as warranted in the Terms, AMC expressly disclaims all warranties of any

kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Invest Online.

AMC does not warrant that access to the Website and Invest Online shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Invest Online.

AMC does not guarantee to the User or any other third party that Invest Online would be virus free. AMC will not be liable for any virus that may enter the User's system as a result of the User using Invest Online.

- **Indemnity:** In consideration of AMC providing the User the Invest Online service the User agrees, at its own expense, to indemnify, defend and hold harmless AMC, its directors, employees, representatives, agents, and its Affiliates against any loss, damage, expense, cost, including, but not limited to, reasonable attorneys' fees and costs awarded suffered by them; or any claim, suit, action or other proceeding brought against them by the User or a third party, to the extent that such loss, damage, expense, cost, claim, suit, action of other proceeding is based on or arises as a result of or in connection with:

- AMC or Affiliates' execution of the User's instructions
- a violation of the Terms by the User;
- any unauthorized use of, Invest Online by the User;
- any misrepresentation or breach of representation or warranty made by the User; or The User will pay AMC and/or the Affiliates such amount as may be determined by AMC and/or the Affiliates to be sufficient to indemnify them against any such loss or expense even though they may not have arisen directly or are contingent in nature.

The User hereby agrees that under no circumstance shall, AMC's aggregate liability for claims relating to Invest Online, whether for breach or tort (including but not limited to negligence) exceed the Investment Management fees paid by the User within the previous twelve (12) months from the date of disputed events.

- **Notice:** Any notice, communication or documents required to be given by either Party to the other under the terms of the Terms and Conditions, may be given by personal delivery, registered post, telex or by fax, or by other electronic medium as agreed by both parties from time to time, at the following addresses:

If to the AMC:

PPFAS Asset Management Private Limited  
Great Western Bldg, 130-132, S B S Marg, Near Lion Gate,

- Opp clock tower, Mumbai-400 001

If to the Unitholder

To the registered email id of the respective User/Unitholder or at the address of the User/Unitholder as recorded with the AMC / Fund.

The notice, communication or document shall be deemed to be effective if given by personal delivery when so delivered, if given by post on expiration of seven days after the notice, communication or document is delivered to the post office for onward despatch, if given by fax or telex upon transmission thereof. Provided that any notice, communication or document given by telex or fax, shall be followed by a confirmation in writing.

- **Governing Law:** These Terms and/or the operations in the Accounts of the User shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. AMC may, however, in its absolute discretion, commence any legal action or proceedings arising out of a violation of the Terms for in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction. Any provision of the Terms for which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.
- **Proprietary Rights:** AMC shall make reasonable efforts to update from time to time the internet software such as browsers, which are required for availing of Invest Online. There will be no obligation on AMC to support all or any versions of the internet software as may be required for offering Invest Online. The User acknowledges that the software underlying the Invest Online as well as other internet related software which are required for accessing Invest Online are the legal property of the respective vendors. The permission given by AMC to access Invest Online will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Invest Online or create any derivative product based on the software.