

TERMS AND CONDITIONS

These Terms and Conditions set out herewith are binding for Transacting On-line through Internet on TMF's website: www.tatamutualfund.com using the User Name and Password Facility offered by TMF through its Investment Manager, Tata Asset Management Limited. Please read this Terms and Conditions carefully. By accepting this you acknowledge that you have read, understood and agree (as may be amended from time to time)

TAML is registered with the Securities and Exchange Board of India (SEBI) to act as the Investment Manager for the Schemes of Tata Mutual Fund (hereinafter referred to as the Fund). AND TAML has a dedicated website in the name and style of www.tatamutualfund.com (hereinafter referred to as the "website"), which provides information and downloads relating to TAML and the Fund, including the facility of Online subscription/redemptions of units and such other services/ facilities as detailed in this agreement. The Fund, through its service providers (hereinafter referred to as "Service Providers") offers the facility of transacting on-line through Internet for the convenience of its Unit holder/s (the Facility) & to help the Unit holder/s to gain access to their portfolio of investments in the Fund, for administering and managing the same effectively and efficiently using a "User Name", a unique identification assigned to/ by Unit holders at the time of registration with TAML for having access to their folio (s) and "Password" shall mean the Personal Identification issued to/ by Unit holders which is assigned for the purpose of dealing with TAML.

The Unit holder here is defined here as the Unit holder/s is / are desirous of availing the services/facilities available through the Website of the Fund and has accepted the terms and conditions:

1. TERMS OF SERVICES

Unit holders' Authorization and consent for Online Transactions: The Unit holder/s hereby authorizes the Fund, who in turn, may authorize any of its service providers, to extend the Facility for the folio numbers of the Unit holders, including an irrevocable authorization to the Fund to act upon any electronic instructions given to the Fund through use of the Facility through the User Name and Password in connection with the Online Transactions (hereinafter referred to as the "Instructions"), including viewing of Designated Accounts and performing the Online Transactions under the accounts through the website & as may be permitted by the Fund under the Facility from time to time. Folio Number shall mean the Folio Number allotted to the Unit holder/s and hereinafter referred to as "Folio Number". TAML reserves the right to change, amend or modify the website as may be intimated from time to time.

Usage of, or subscription to, the Facility shall be in addition to, & not in substitution of, the existing procedure for conducting the transactions, the services of which are available through the Online Transactions as well.

The Fund shall not be responsible for any errors that may be committed by the Unit holder/s in the process of conducting any Online Transaction or for error or failure of the transaction over internet due to any network problems. The Unit holder/s shall make only one application for each transaction, either in physical or electronic form.

2. PROCEDURE

2.1 Issuance, Security and confidentiality of the information:

- The Unit holder is aware that he has an option of creating his own unique User Name and chooses his own password by adhering to the procedures as may be set out by the AMC.
- The Unit holder is aware that the creation of User Name is not permitted before registering a valid email address in the manner prescribed.
- The Unit holder agrees and confirms to keep the password confidential and not reveal the same to any third party. The Unit holder agrees to commit the password to his memory and not record it in a written or electronic form. The Unit holder further agrees and understands that in case he forget his password / User Name, he can request for a retrieval of User Name and Password and such replacement shall not be construed / deemed as the commencement of a new contract.
- The Unit holder agrees that as a safety measure he is required to change his password at the end of every 90 days period i.e., after every 90 days. He agrees to preserve his User Name /password carefully. In case of loss and/or theft of the same, he shall immediately inform the AMC in writing.
- He understands that his existing folio/s wherein he is the sole and/or the first Unit holder will be mapped under the User Name created by the Unit holder.
- The Unit holder agrees and confirms that he will be solely responsible for the above procedure in the creation of User Name, choosing of password. The Unit holder further agree and confirm that he will not hold the AMC liable/responsible for any loss/damage that may be suffered/incurred by him in the procedure.

2.2 Who can operate: Only existing Unit holder/s with registered email ID, PAN number and Bank account number can avail of the facility. If the mode of holding is 'single' the facility will be available to the sole Unit holder. If the mode of holding is 'anyone or survivor' or 'joint' the Unit holder/s of such Account agree & confirm that TAML shall not be in the position to verify the user of the website and thereby shall by not be responsible/liable for any transactions arising out of misuse of the facility by any of the joint holders. Any use of the facility for any transaction conducted/executed by any of the joint Unit holder/s shall deem to have been carried out jointly by all the Unit holder/s. The joint Unit holder/s agrees & confirms that the 1st Unit holder has the full authority to act for & on behalf of all & each of the joint Unit holder/s in all matters relating to the website. Liability on all the joint holders shall be joint & several & shall be binding on each joint Unit holder/s legal heirs, successors, executors & assigns. The joint Unit holder(s) hereby agree & undertake to confirm & ratify all the acts done by the 1st Unit holder or any other joint holder in relation to all matters arising in pursuance of this Agreement including online transaction. If the Unit holder is a minor the parent / legal guardian shall be eligible to avail of the facility till the minor attains majority. The parent/guardian agrees not to use the Facility once the minor attains majority. In case of a body corporate, firm or a trust, the facility shall used by the authorized signatories of that body corporate, firm or a trust, as the case may be. Any access to the Services shall be deemed to be made by such authorized signatory. It shall be the Unit holder's responsibility to communicate all changes to the said authorized person in the same manner as aforesaid. The body corporate, firm or a trust, as the case may be, agree & confirm that TAML is not in a position to verify the Unit holder of the services & thereby not responsible or shall not be held liable for any misuse of the Facility by any of the representative of such body corporate, firm or a trust, as the case may be. Any use of the Facility conducted or executed by any of the Non-Individual Investor under the Facility shall be deemed to have been carried out by that body corporate, firm or a trust. The body corporate, firm or a trust, as the case may be, agree & confirm that the said authorized person has the full power & authority to act for & on behalf of them in all matters relating to the Facility. Liability on all such body corporate, firm or a trust, as the case may be, Accounts shall be binding on each of such body corporate's, firm's or a trust's, successors, assigns or trustees, as the case may be. The body corporate, firm or trust, as the case may be, agrees & undertakes to confirm & ratify all the acts done by the authorized person or any other person in relation to the Facility. PAN number and KYC Compliance is mandatory for this facility. The threshold limit for KYC compliance shall be subject to charges from time to time. The Unit holder/s agree to visit the website www.tatamutualfund.com in the event they require more details.

3. Services Offered:

The Unit holder/s may access the following services viz the facility:-

- Subscriptions & Additional Subscription to various schemes of the Fund through Internet, including any new Schemes launched by the Fund from time to time & which are tagged with the existing Schemes by the Fund for the purpose of conducting such Online transactions.
- Switching units from one scheme to another.
- Redemption of units.
- Registration of SIP/ SWP/STP
- Cancellation of SIP/SWP/STP (registered online)
- Viewing portfolio and Transaction History
- Viewing of account statement
- Viewing of Multiple banks registered.

The Unit holder/s hereby agrees & confirms that the services mentioned herein above are only an inclusive list, & the Fund may add or remove any services it may in its absolute discretion decide, which services the Unit holder may use the Facility to access & utilise. In addition to the information & services mentioned above, the Unit holder may also, as & when the facility is extended to other services provided by the Fund, use such facility to access & utilise any such services provided by the Website.

4. TAML WARRANTIES

TAML will make best efforts to keep the Website updated on a daily basis, so as to provide most current information to Unit holder/s. The Unit holder /s also agree that the look & feel of the web screen & outputs there from may differ based on the nature of the software used by the Unit holder /s to browse the Website. TAML agrees to take best efforts to protect security of the data placed on the Internet & has for this purpose, required the service provider to sign a confidentiality agreement specifying confidentiality of the data & to restrict external access to the database on the Internet. TAML/ service provider may, in the interest of the Unit holder /s, request a fax confirmation of the instructions & any additional information TAML/service provider may require. In such an event, TAML/service provider shall not be bound to act on electronic instructions received, until the said fax confirmation & additional information is received from the Unit holder /s, in a form & manner acceptable to TAML/service provider. The Unit holder /s confirms & agrees that he/they shall at all times be bound by any modification and/or variations made to the Terms & Conditions hereof & as notified on the Website. TAML shall not be required to give the Unit holder/s individually any separate notice of any of the modification and/or variations that have been notified on the Website. TAML or the service provider shall have the absolute discretion to amend or supplement any of the terms at any time & will endeavor to give prior notice on the website / through email for such changes wherever feasible. TAML/service provider may, in its absolute discretion decide not to carry out any such transaction where the service provider or TAML has reason to believe that the instructions are not genuine, are unclear, are such as to raise a doubt, are otherwise improper or there is ground to believe that the same is in contravention of any statute/laws in India & cannot be put into effect.

5. TAML DISCLAIMERS:

Neither TAML nor the service provider shall be liable for any unauthorized usage of the facility or any loss damage or other consequences there from. Further, neither the Fund, nor TAML nor the service provider shall be liable at all for any misuse if any, of any data accessed through the Internet by third parties. Without prejudice to any other provisions of this Agreement, TAML & its service provider shall not be liable for any loss or damage whatsoever caused arising directly or indirectly in connection with the services and/or this Agreement.

TAML & the service provider have the absolute discretion to withdraw/amend the services provided, or amend or supplement any of the above terms & conditions at any time without prior notice to the Unit holder/s.

6. UNIT HOLDER/S COVENANTS:

6.1 The Unit holder/s hereby accepts that he has read and understood the terms and conditions detailed in the SID/SAI/KIM of the respective Scheme(s) and that he is eligible to make investments in the Unit of the Scheme and he hereby accepts that I will I comply with the terms and conditions for Know Your Customer (KYC) and Restrictions on Acceptance of Third Party payments for subscription of units.

The Unit holder/s hereby accepts that the payment for subscription /purchase of the units of the Schemes shall be made from his own bank saving account(s) and that the payment is in compliance with the provisions detailed under "Restrictions on Acceptance of Third Party payments for subscription of units in the SID/SAI.

The Unit holder/s hereby understands and accepts that his application will be processed at the applicable NAV subject to realization/utilization of clear funds and acceptance of Transaction by the TAML/Authorised Registrar in terms of the SID/SAI and that the electronic time stamping by the TAML on the Transaction request received through www.tatamutualfund.com shall be deemed to be the time stamping in accordance with SEBI Regulations. The time and date recorded in the AMC server will be treated as the time and date for the submission of the online application (electronic application).

The Unit holder/s agrees and confirms that if at any stage it is found by the TAML /Authorised Registrar that the information provided by me is incorrect/false/erroneous, the TAML /Authorised Registrar may at its sole discretion reject allotment of Unit and such decision shall be final and binding on me.

6.2 The Unit holder/s hereby agrees that access of any facility as the case may be, will be deemed acceptance of the other terms & conditions as posted on the Website & the Unit holder/s will unequivocally be bound by such terms and conditions. The Unit holder /s confirm & agree that He/She/They shall at all times be bound by any modification and/or variations made to the other Terms & Conditions and as notified on the Website. The Fund shall not be required to give the Unit holder /s individually any separate notice of any of the modification and/or variations that have been notified on the Website. The Unit holder /s agrees and authorizes the Fund, its service provider to execute, comply with all or any instruction(s) given to the Fund through use of the facilities available on the website. Any instruction given to TAML through use of the internet facility (hereinafter referred to as the "Instructions") shall be deemed to have been given by the Unit holder/s to TAML/service provider & the TAML/service provider shall be entitled to assume that the said instructions are given by the Unit holder/s and the Fund/TAML/Service Provider shall be protected from acting thereon. The Unit holder /s agrees that if any unauthorized person gains access to the Facility, the Unit holder /s agrees to at all times indemnify the Fund/TAML, its 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 unauthorized use of the facility and from and against all damages, costs, charges and expenses in respect thereof, unless the same is caused by gross negligence, bad faith or willful default on the part of the Fund/TAML or the Service Provider.

6.3 It shall be the sole responsibility of the Unit holder /s to ensure adequate protection, confidentiality and secrecy of the User Name and Password & any disclosure thereof to any other person shall be entirely at the Unit holder/s risk. The Fund/TAML or its Service Provider will not accept any kind of responsibility or liability for any loss, damage or harm in such cases. The Unit holder /s shall not use his/her User Name and Password after the disclosure of the same to any third party. The Password, shall be kept secret, safe & the Unit holder/s shall ensure that the joint Unit holder /s do not disclose their Password to any other unauthorized person/s. The Unit holder/s hereby releases the Fund/TAML & the service provider from any liability whatsoever against misuse of the facility. Further, neither the Fund/TAML nor the service provider shall be liable at all for any misuse or tampering if any, of any data placed on the Internet, by third parties "hacking" or unauthorized accessing the server. The Fund/TAML/Service Provider will not be liable for any failure to act upon instructions or to provide any facility for any cause that is beyond the Fund/TAML/Service Providers' control. The Unit holder /s shall take responsibility for all the transactions conducted by using the Facility & will abide by the record of the transactions generated by the Fund/TAML/Service Provider. Further all such records generated shall be conclusive proof & binding for all purposes & may be used as conclusive evidence in any proceedings. The Unit holder /s shall be fully liable to the Fund/TAML/its service provider for every transaction entered into using the Facility, whether with or without the knowledge of the Unit holder /s. In no event will the Fund/TAML or its service provider be liable to the Unit holder /s for any special, direct, indirect, consequential or incidental loss or damages even if the Unit holder /s has advised TAML, the Fund or its service provider of such possibility.

6.4 The Unit holder /s shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the Facility to their transactions & bank accounts, & TAML/ service provider shall not be liable of any such unauthorized access & protection of his/her/their computer against any computer virus. The Unit holder/s undertakes to comply with all applicable laws & statutory requirements & agrees to be bound by & to diligently follow & ensure compliance with the applicable rules, regulations of the Fund & the SEBI. The Fund /TAML/ service provider may not acknowledge receipt of any instructions nor shall be responsible to verify any instructions. The Fund /TAML/ service provider shall endeavor to give effect to instructions on a best effort basis & as soon as practically possible, as permitted by the regulations from time to time. In the event of any instructions being capable of execution in two or more ways, the Fund/TAML/ service provider may execute the instructions in any way as it may, in its sole judgment decide. The Unit holder /s agrees that the use of the facilities is prone to risk of any loss of or interception of information over internet, notwithstanding the secure method of transmitting information adopted by the Fund / TAML/its service providers, & that such a risk will be borne by the Unit holder /s & that the fund/TAML/ its service provider shall not be liable for the same.

6.5 The Fund, TAML, along with it's directors, employees, agents, executors, successors & assigns shall not be liable for any damages or injuries arising out of or in connection with the use of the website 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 the Fund/TAML/ or Service Providers. All records of the Fund/service provider, whether in electronic form, magnetic medium, documents or any other with respect to instructions received for use of the Facilities or Instructions received through use of the Facility shall be conclusive evidence of such instructions & shall be binding on the Unit holder /s. In case of any discrepancy in the details of any transaction carried out in respect of the Unit holder/s' account, the Unit holder/s shall intimate the service provider /TAML/ the Fund within 10 days of receipt of the statement of account or information thereof, failing which the transaction will be deemed to be correct & accepted by the Unit holder /s.

7. NO WAIVER

No forbearance, delay or failure on part of the Fund /TAML/ service provider to exercise any power or right under these terms & 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.

8. DISCLAIMER

Mutual Fund Investments are subject to market risks. The Scheme Information Document (SID) and Statement of Additional Information (SAI) provided on the website set forth concisely, the information about the Schemes that an investor should know before investing. The particulars of the Schemes have been prepared in accordance with the Securities & Exchange Board of India (Mutual Funds) Regulations, 1996 as amended till date & filed with SEBI & the Units being offered for public subscription have not been approved or disapproved by SEBI nor has SEBI certified the accuracy & adequacy of the SAI & SID. The SID and SAI shall remain effective till a "Material Change" (other than a change in the fundamental attributes & within the purview of the SID and SAI) occurs & thereafter the changes shall be filed with the SEBI & circulated to the Unit holder/s along with the quarterly / half-yearly reports. Any information on the website thereon should be used in conjunction with traditional investment techniques, which may include obtaining applicable legal, accounting, tax or other professional advice or services. TAML will not be liable or responsible in any manner for any omissions, errors or investment consequences arising from the use of this material by the Unit holder/s.

9. CONFIDENTIALITY

The Fund / TAML / its service provider shall keep the information relating to the transactions of the Unit holder using the Facility, confidential. Provided however that the Fund is entitled to disclose any information or particulars pertaining to the Unit holder to any authority, statutory or otherwise as may be required by law.

10. PRIVACY

TAML or its service provider shall not sell or market any personal information or personalized data of its customers to unaffiliated organizations. TAML & the Service Provider shall maintain the personal information & data of the Unit holder/s according to strict standards of security & confidentiality.

11. TERMINATION

The Fund is authorised to terminate the Facility without prior notice on the occurrence of any event, which in the sole opinion of the Fund, may have a Material Adverse Impact on the Designated Account, or on the operations of the Fund, including but not limited to:

1. Non-compliance of the Terms and Conditions set out herein.
2. Death, insolvency, bankruptcy or liquidation of the Unit holder.
3. Any other cause arising out of operation of law.
4. Closing of Unit holder/s' account.
5. Such other reason(s) as the Fund may, in its sole and absolute discretion deem proper.
6. Receipt of a written application from a Joint Unit holder for termination.

For the purpose of interpretation, an event having a Material Adverse Impact shall include any event, which in the opinion of the Fund, shall impact the reputation of the Fund, its functioning, any potential losses to the Fund, any event which in the opinion of the Fund would amount to a fraud on the Designated Account, or any other event which the Fund may, in its absolute discretion, decide would have a material adverse impact on its operations. Provided, however, that any Electronic Instructions received by the Fund, through the Facility or any Online Transaction executed by the Unit holder, before the termination of this Agreement and disabling of the Facility shall be considered to be a valid instruction to the Fund to execute such Online Transaction.

12. GOVERNING LAW AND JURISDICTION

This Agreement is governed by & construed in accordance with the laws of India. The Courts of Mumbai (and in case of any proceedings in the City Civil Court or in the Small Causes Court, the Courts in South Mumbai) shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement. The transactions carried out are subject to the terms & conditions of the SAI & SID of the schemes of the Fund, read with the addenda issued from time to time. Any dispute arising out of or in connection with these Terms & Conditions will be referred to the arbitration of a sole arbitrator to be appointed by TAML, in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any enactment thereof. These terms & conditions are subject to Securities & Exchange Board of India (Mutual Funds) Regulations, 1996 & guidelines issued there under as amended from time to time & other laws, rules & regulations issued by the Government of India relating to mutual funds & provision of the facility.

13. NOTICE: Any notice, communication or documents required to be given by either Party to the other under the terms of this Agreement, may be given by personal delivery, registered post, by fax, or by other electronic medium as agreed by both parties from time to time, at the following addresses:

a) If to the Fund: Tata Asset Management Ltd. (Investment Manager for Tata Mutual Fund) 9th Floor, Mafatlal Centre, Nariman Point, Mumbai – 400 021. Tel: (022) 66578282, Fax: 22613782, Toll Free No: 1800 - 209 - 0101. Email: kiran@tataamc.com

b) If to the Unit holder: At the address of the Unit holder as recorded with the 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 dispatch, if given by fax or telex upon transmission thereof. Provided that any notice, communication or document given by fax shall be followed by a confirmation in writing.

I/we confirm & declare that I/we have read & understood the "Terms & Conditions of usage of online transactions" & also the "Disclaimer & Terms & Conditions" as posted on Tata Mutual Fund's website www.tatamutualfund.com

I/ We agree & shall abide by the norms, Terms & Conditions of usage of online transactions, & agree not to hold the Fund/TAML/ its service provider responsible for my/our actions relating to the use of the Facility.