

TERMS AND CONDITIONS

By signing the PIN request form, the Unit holder/s expressly agrees to have read and understood the following terms and conditions related to PIN issuance by the AMC/Registrar and PIN usage by the Unit holder/s:

- 1) All details on Personal Identification Number (PIN) Issuance Form are mandatory. The PIN issuance request may be rejected in case of any invalid / incomplete / ambiguous information/details provided in the form.
- 2) The AMC and Registrars undertake to offer, at the request of the Unit Holder(s), services through automated internet based software, which will enable the Unit Holder or a designated person to carry out transactions on the Unit Holder's account through AMC website.
- 3) The investor will be allotted a PIN for this purpose; the PIN is required to identify him/her.
- 4) The PIN shall under no circumstances be revealed to any third party.
- 5) The AMC/Registrar will send the PIN in a closed envelope to the registered address of the sole / first holder via courier or post, however entirely and solely at the risk of the said Unit Holder(s).
- 6) While receiving the PIN, the Unit Holder(s) should ensure that it is received in a closed envelope. In case the Unit Holder (s) has/have any doubt that the envelope has been tampered with, he/they should immediately inform the Registrar to block the PIN.
- 7) In the event of loss of PIN by the Unit Holder or due to Unit Holder having forgotten the PIN, a request for issue of a duplicate PIN shall be considered only on receipt of a written request from the Unit Holder, subject to signature verification/validation or a new PIN may be issued as per the process set up by the AMC/ Registrar from time to time.
- 8) Unit Holders may use the PIN to avail of the various services offered through the call centre and on the website www.tatamutualfund.com or any other website for which PIN is issued as and when the AMC starts offering such facility.
- 9) The AMC/Registrar will not be in a position to verify the user of the PIN and therefore, shall not be responsible or shall not be liable for any transactions arising out of misuse of the PIN by any of the Unit Holder(s) or any other third party.
- 10) If the mode of holding is 'Single' or 'anyone or survivor', the facility will be available to the Unit Holder for all transactions permitted.
- 11) if the mode of holding is 'Joint' and the PIN is requested by all Unit holders by duly signing the form, it will be deemed to be an express instruction to the AMC/ Registrar to keep the mode of holding to 'either or survivor' for PIN based transactions, so that all transaction facilities through PIN is available to all holders.
- 12) If the Unit Holder is a Minor, then the PIN will be allotted to the Guardian. Guardian shall be eligible to avail of the facility till the Minor become Major.
- 13) If the Unit Holder is not an Individual, then the Authorised Signatories shall designate any individual as a designated person.
- 14) This facility may not be offered to categories of Unit Holders who transact through a Power of Attorney or through arrangements via brokers/distributors. The AMC reserves the right to reject the issue of PIN to such Unit Holder/s.
- 15) Unit Holders may use the PIN to carry out one or more of the following types of transactions, or accessing the website as and when such facility is offered: Purchase Redemption Switch Change of dividend option. Any other service which the AMC may decide to offer, from time to time.
- 16) AMC also reserves a right to discontinue any services for any type of investors or specific investors without assigning any reason thereof.
- 17) The Unit Holder may be asked for PIN verification before the request is accepted. In the interest of the Unit Holder, the Mutual Fund reserves the right to ask for any additional information about the account of the Unit Holder.
- 18) The AMC or the Registrar shall not take any liability or responsibility arising out of the unauthorized usage of the PIN or unauthorized transactions conducted by using the PIN facility. All transactions with the use of the PIN will be the sole responsibility of the Unit Holder(s). The Unit Holder(s) shall indemnify the Registrar, Tata Mutual Fund (Fund) and/or the AMC for all liabilities, losses, damages and expenses which they may sustain or incur directly or indirectly as a result of: Providing the facility of carrying out transactions, as available, over the internet; Fraud or dishonesty relating to any transaction using PIN; Non compliance of terms and conditions relating to transactions over internet using the PIN; Any transactions that are carried out on the basis of instructions over the internet, given by unauthorized persons by gaining access to PIN; Any loss or damage incurred or suffered by the Unit Holder's due to any error, defect, failure or interruption in the provision of this facility arising from or caused by any reason whatsoever.
- 19) It shall be the sole responsibility of the Unit Holder(s) to ensure adequate protection and confidentiality of the PIN and any disclosure thereof to any other person shall be entirely at the risk of the Unit Holder's. Unit Holder (s) should report the loss of the PIN immediately upon discovery of such an event.
- 20) The Unit Holder(s) shall take complete responsibility for all transactions conducted by using the PIN and the Unit Holder(s) will abide by the record of transactions generated by the AMC or the Registrar.
- 21) The AMC may, at its absolute discretion, issue a new PIN to Unit Holder(s) on these terms and conditions or such terms and conditions as they may deem fit. The AMC may also discontinue this facility at any time in future or make changes in terms and conditions for internet transactions without assigning any reasons thereof and such conditions shall be binding on the Unit Holder.
- 22) All records, whether in electronic form, magnetic medium, documents or any other with respect to instructions received for use of the PIN facility or instructions received through use of the facility shall be conclusive evidence of such instructions and shall be binding on the Unit Holder.
- 23) Usage of, or subscription to the PIN facility shall be in addition to, and not in substitution of, the existing procedure for conducting transactions. The AMC shall not be responsible for any errors that may be committed by the user in the process of conducting any transaction through PIN.
- 24) The Unit Holder(s) shall give thirty days notice to the AMC/Registrar in writing if he/she/it/they wish to terminate this facility.
- 25) Transaction over the internet will get processed at the Applicable NAV based on the Cut off time indicated in the Scheme Information Document (SID)/Statement of Additional Information (SAI) of the respective scheme. Server time at the instance of confirmation of the transaction will be considered as the final time to determine transaction time, cut-off time and consequent applicable NAV. As regards purchases, the time after successful payment and transaction being confirmed will be considered.
- 26) These terms and conditions will be governed by Indian Laws and the Courts of Mumbai shall alone have jurisdiction. In case of dispute, the matter will be settled by arbitration as per the rules of The Indian Arbitration and Conciliation Act, 1996. The Chairman of the AMC or his nominee will be the sole arbitrator and the place of arbitration will be Mumbai.
- 27) The information provided to the unit holder through the internet mode (IM) is not updated on continuous but regular intervals. Consequently, any information supplied to the user 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 unit holder. The AMC/Registrar shall not be liable for any loss that the unit holder may suffer by relying on or acting on such information.
- 28) AMC/Registrar may keep its records of the transaction in any form it wishes. In the event of any dispute, the AMC/Registrar's records shall be binding as the conclusive evidence of the transactions carried out.
- 29) Any request for any services, which is offered as a part of internet facility, shall be binding on the unit holder as and when the AMC/Registrar receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on the part of the unit holder, the AMC/Registrar shall not be required to act on the request until it receives such documentation from the unit holder.
- 30) The unit holder shall ensure that the internet facility or any service is not used for any purpose which is illegal, improper or which is not authorized under these rules/regulations.
- 31) The unit holders desirous of using the internet facility should either be the first applicant or the authorized to act independently in case of joint holding or in case of non individuals. Further, for joint holding or in case of non individuals, one PIN shall be issued to the first applicant/authorized personnel. The other joint holders / non individual joint holder shall expressly agree with the arrangement and give their consent on the application form for the use of internet facility. In case of joint holdings operated by more than unit holder, the AMC/Registrar shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first applicant only. All transaction arising from the use of the internet facility/PIN shall be binding on all the unit holders, jointly and severally.
- 32) The instructions/transactions requested, shall be effected only when the instruction/ transaction is in accordance with the prescribed procedures. The AMC/Registrar have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the unit holder. Where the AMC/Registrar considers the instruction(s) to be inconsistent or contradictory it may seek clarification from the unit holder acting on any instruction(s) or act upon any such instruction as it deems fit. Further the unit holder is responsible for the correctness of information supplied to the AMC/ Registrar using internet based facility and the AMC/Registrar accepts no liability for the consequences arising out of erroneous information supplied by the unit holder.
- 33) The AMC may not be able to identify the source of funds. Hence in case of investors (like NRIs, PIOs) who purchase units in their repatriable folio, the AMC/Registrar will rely on investor's transaction and may advise the bank towards credit of redemption in the NRE bank account and hence the investor specifically agrees to unconditionally indemnify the AMC and the registrar regarding source of funds and consequent credit in NRE bank account. However, the AMC/Registrar may request the investor for valid documentation towards source of funds and reserves a right to reject the redemption / switch out transaction till the time such documentation is not provided by the investor to the satisfaction of the AMC/Registrar.
- 34) The AMC/Registrar does not warrant that access to the website shall be uninterrupted, timely, secure or error free nor does it make any warranty as to the results that may be obtained from the websites or use, accuracy or reliability of the internet or telephone facility.
- 35) In consideration of the AMC providing the unit holder PIN based internet facility or telephone facility, the unit holder shall, at his own expenses, indemnify and hold the AMC/Registrar indemnified against all losses and expenses on full indemnity basis which the AMC/ Registrar may incur, sustain or is likely to suffer in connection with the AMC/ Registrar's execution of the unit holder's instruction and against all losses/expenses/damages/cost/ charges and action taken or omitted to be taken by the AMC/Registrar, on the instructions of the unit holder.