

## Terms & Conditions

This facility of online investing in Mutual Funds is available to the account holders of ("the Customer") **Equitas Small Finance Bank Limited** ("ESFB").

This facility is granted as part of the Internet Banking Services offered by ESFB and these terms and conditions are in addition to and not in derogation of the terms and conditions made available to the Customer for the use of the Internet Banking Facilities of ESFB and also the Power of Attorney executed by the Customer in favor of ESFB for dealing in Mutual Funds on behalf of the Customer based on online instructions provided to it by its Customers.

By accessing this facility of online dealing in Mutual Funds, the Customer acknowledges that the Customer has read, understood and agreed to be legally bound by these terms and conditions.

### 1. Definitions:

"**AMC**" shall mean the investment manager or the asset management company to the respective Mutual Fund, appointed by the Trustee.

"**Business Day**" means a day on which Mutual Funds are open for business.

"**Cut Off Time**" shall mean the time specified on the Website, after which any instructions for dealing in Mutual Funds given shall be processed as if received on the next day or the next day and NAV as per respective Mutual Funds document will be applicable.

"**Mutual Fund**" shall mean the Mutual fund, in respect of which the transaction request has been received by ESFB.

"**Net Asset Value (NAV)**" of the Units of the Scheme will be computed by dividing the net assets of the Scheme by the number of Units outstanding on the valuation date.

"**Purchase**" shall mean subscription to the units of the various schemes of the Mutual Fund.

"**Redemption**" shall mean sale of the units of the various schemes of the Mutual Fund by the customer.

"**Systematic Investment Plan**" shall mean an option available with the Customer for investing, at a specified frequency, in a specified Scheme of the Fund, a fixed amount.

"**Systematic Withdrawal Plan**" shall mean an option available with the Customer who holds Units to withdraw a pre-determined amount or a variable amount subject to deduction of tax, if any, at a specified frequency, from a specified Scheme.

"**Systematic Transfer Plan**" shall mean an option available with the Customer who holds Units to transfer a pre-determined amount or a variable amount subject to deduction of tax, if any, at a specified frequency, from a specified Scheme.

"**Switch**" shall mean an option to the customer to shift his existing investment from one scheme to another scheme within same AMC & Folio No.

"**Scheme**" shall mean a scheme of a mutual fund launched by the AMC of the respective Mutual Fund.

**"Transaction"** shall mean a service request placed by the Customer and successfully executed.

**"Trustee"** means the Board of Trustees or the Trustee Company who hold the property of the Mutual Fund in trust for the benefit of the unit holders.

**"Unit"** shall mean the interest of an investor, which consists of one undivided share in the Net Assets of the scheme.

**"EUIN"** shall mean unique number allotted to each employee / relationship manager / sales person who holds a valid NISM certificate and is associated with an AMFI registered distributor.

**"Website"** shall mean the website owned, established and maintained by ESFB located at the URL [www.equitasbank.com](http://www.equitasbank.com).

2. The Customer shall ensure that all instructions given by it to ESFB to deal in Mutual Funds on its behalf in terms of this facility are true and correct and the Customer shall be bound by the same. The Customer shall be solely responsible for the correctness of the instructions provided to ESFB. ESFB shall not be liable for any consequences whatsoever arising out of erroneous information and/or instructions supplied by the Customer. The Customer hereby agrees to indemnify and keep ESFB indemnified and harmless against any claim, loss or damages incurred by ESFB due to the incorrectness of the instructions and related information.
3. The Customer hereby confirms that the Customer has complied with and shall at all times ensure compliance to all applicable laws, rules, regulations, guidelines etc. with respect to transactions in the Units of the Schemes of the Mutual Funds.
4. The Customer hereby declares that the amount being invested by it in the Scheme(s) of the AMC is derived through legitimate sources and is not held in or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any Governmental or statutory authority from time to time.
5. The Units of the Schemes of the Mutual Funds shall be allotted or redeemed, as the case may be, at the Net Asset Value (NAV) prevalent on the date of the transaction, subject to all the details as required being provided by the customer and further subject to the transaction for Purchase or Redemption is completed before the cut-off time as specified on the Website. ESFB shall take all necessary action to ensure that the NAV allotted is the NAV applicable on the date of the transaction. The Customer hereby agrees that allotment of the correct NAV to the Customer is the responsibility of AMC and ESFB BANK shall not be liable for any loss that may arise to the Customer as a result of the correct NAV not being allotted to the Customer's transactions as it is only a facilitator for the investment.

6. In the event of ESFB receiving any instruction on a non-business day, after the Cut Off Time, the same would be processed on the next business day and NAV would be applicable as per the respective Mutual Fund's offer document.
7. The Customer undertakes to read all the relevant offer documents and terms and conditions of all Schemes of all Mutual Funds offered through ESFB, before entering into any transactions through ESFB. The Customer hereby agrees, declare and confirm to abide by the terms, conditions, rules and regulations of the Scheme(s) applicable from time to time.
8. The Net Asset Values (NAVs) quoted on the Website are for reference only and are subject to change without notice.
9. The Customer shall ensure that there are sufficient funds in the Customer's accounts with ESFB, which have been designated for this facility. ESFB shall not be liable for any consequence arising out of ESFB being unable to carry out such instructions due to the inadequacy/insufficiency of funds, provided always that if ESFB, at its sole discretion, decide to carry out the instructions notwithstanding such inadequacy/insufficiency, ESFB may do so without seeking prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related charges.
10. This facility should not be construed as a recommendation, by ESFB, to the Customer to acquire or dispose of any Units in the Mutual Fund. While certain tools available on the Website may provide general investment or financial analyses based upon customer's personalized input, such results are not to be construed as ESFB providing investment recommendations or advice. Unless otherwise specified, the Customer also shall be responsible for determining whether any dealings in the Mutual Funds is appropriate or suitable for the Customer.
11. It is explicitly stated herein that the Mutual Fund schemes offered online, have not been recommended by ESFB. Further, the Customer hereby confirms that it has not received nor been induced by any rebate or gifts, directly or indirectly, in making this investment from ESFB / its employees/ its representatives.
12. ESFB has the absolute discretion to amend or supplement any of the Terms and Conditions at any time, without any notice or reference to customers, and whenever, done, the same shall bind the customers.

13. Any instruction given by the Customer to ESFB for Purchase, Redemption, SIP, STP, SWP and Switch cannot be cancelled after the Cut Off Time.
14. The authorization of transaction for Purchase or Redemption will be construed as a binding contract between the respective Mutual Fund and the Customer and shall be governed by the terms and condition of the Scheme related document.
15. Neither ESFB, nor any of the Mutual Funds shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failures, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, epidemics, quarantine, riot or civil commotion and war, or for any reason beyond their control.
16. ESFB does not guarantee any returns on investments made in Mutual Fund Scheme(s) by the Customer. The Customer agrees and acknowledges that investment in Mutual Funds involves market risk and any execution of any transaction by the Customer under this facility shall mean that the Customer has taken into account such risks.
17. ESFB shall take all reasonable efforts to ensure the best provision of services under this facility. However, ESFB shall not be liable for failure of the system or for any loss, damage or other costs arising in any way out of:
  - a. System failure including failure of ancillary or associated systems, or fluctuation of power, or other environmental conditions; or
  - b. Accident, transportation, neglect, misuse, errors, frauds of the Customers or agents or any third party; or
  - c. Any fault in any attachments or associated equipment of the Customers; or d. Any incidental, special or consequential damages including without limitation of loss of profit.
18. Neither ESFB, its employees nor representatives shall be liable for any unauthorized transaction on the Customer's account due to any omission/error on the Customer's part or for any indirect, consequential or incidental loss such as loss of profits, business or income. The Customer hereby fully indemnifies ESFB and its employees against any action, suit, proceedings, initiated against it or any loss, cost or damage incurred by it as a result thereof.
19. The Terms and conditions contained herein shall be governed by Indian Laws and courts of Chennai shall have the nonexclusive jurisdiction in respect of any dispute or matter arising herein.

20. The suggested model portfolio/ mutual fund recommendations are indicative and shall not constitute or be deemed to constitute legal, tax, securities or investment advice, or opinion regarding the appropriateness of any investment, or a solicitation for any product or service. The information provided is merely for a general understanding and reference. The Customer needs to verify all the facts, law and contents with the text of the prevailing statutes and seek appropriate professional advice before acting on the basis of any information displayed on the platform as the taxation implications may vary depending upon the facts in each case/interpretation by tax authorities and since tax laws are subject to change from time to time. ESFB expressly disclaims any liability to any person, in respect of anything done or omitted to be done by any such person by placing reliance upon the suggested asset allocation. The use of any information displayed on the platform is entirely at the recipient's own risk. ESFB does not accept any responsibility for any errors whether caused by negligence or otherwise or for any loss or damage incurred by anyone in reliance on anything set out on the platform. The information set out on the platform may be subject to updation, completion, revision, verification and amendment and such information may change materially.
21. ESFB is acting merely as a distributor of third parties for mutual funds and will not be liable for any loss/damage incurred by Customer by putting reliance on the suggested allocation.
22. The Customer hereby understands and agrees that the suggestions are based on data collected from a third party and ESFB shall not be liable for any loss/ damage suffered by the Customer by placing reliance on the same.
23. The Customer agrees and acknowledges that notwithstanding the fact that ESFB may have brought the investment to the attention of the Customer, all decisions to transact in the investments/mutual funds would be that of Customer's own, based on its independent assessment of the risks associated with investing in the mutual funds and by undertaking all necessary investigations and obtaining legal, accounting, tax or other professional advice to the Customer's satisfaction.

#### **Value Research Disclaimer**

- (a) The Data provided by Value Research shall be based on reliable sources and provided after extensive validation and due diligence. Accordingly, Value Research represents that all Data provided in terms of this Agreement shall be true and accurate to the best of its knowledge, and shall not infringe any third party's intellectual property rights.
- (b) The Parties hereto understand that Value Research (i) disclaims responsibility for any errors or omissions from underlying information that it aggregates, processes,

analyses, and (ii) does not guarantee the adequacy, completeness, or suitability of any Data supplied hereunder for a specific purpose.

- (c) The Parties hereto acknowledge that the Data supplied does not take account of a specific entity's investment objectives, fiscal needs, or financial situation, and Value Research shall under no circumstances, be liable either to the Recipient or to any third party for any investment decisions taken in reliance upon the Data provided.
- (d) It is clarified for the sake of abundant caution that all data or information that may be supplied by Value Research in pursuant of this agreement shall be provided on an 'as is where is basis' on a non-reliance basis, without guaranteeing the fitness of the Data for any particular purpose by virtue of this Agreement. To ensure that entities placing reliance on the Data are adequately appraised of investment risks, the Recipient undertakes that any person with whom the Recipient shares the Data should be reasonably informed by the Recipient that:
  - (i) before placing reliance on the Data, they must independently assess the risk factors associated with an investment,
  - (ii) exercise their independent judgment and/or seek professional advice since a specific type of investment may not be suitable for all investors.