

5. WARRANTIES:

- The AMC will take best efforts to keep the Website updated on a daily basis, so as to provide current information to User. However, User shall be bound by terms of Offer Document/ Statement of Additional Information, Scheme Information Document and Key Information Document of the Scheme as amended from time to time.
- The User also agrees that the look and feel of the web screen and outputs there from may differ based on the nature of the software used by the User to browse the Website.
- The AMC agrees to take best efforts to protect security of the data placed on the internet and has for this purpose, required the Service Provider to sign a confidentiality agreement specifying confidentiality of the data and to restrict external access to the database on the internet.
- The Service Provider shall ask the User to enter his user name and password and PIN or any other transaction specific details before accepting instructions on behalf of the AMC. The AMC / its Service Provider may, in the interest of the User, request a fax confirmation of the instructions and any additional information the AMC may require. In such an event, the AMC shall not be bound to act on electronic instructions received, until the said fax confirmation and additional information is received from the User, in a form and manner acceptable to the AMC.

6. USER COVENANTS:

- (a) The User hereby agrees, covenants and undertakes that: the Facilities being provided herein are additional Facilities being provided by the AMC and the User shall not demand such Facilities as a matter of right and the User may utilize the Facilities at his sole risks, costs and consequences. The AMC may, at its sole discretion, add, modify or withdraw any Facilities being provided herein. The access of any Facility or the use of the user name, password or the PIN, as the case may be, shall be deemed acceptance of the other terms and conditions of the Statement of Additional Information/ Scheme Information Documents / Offer Documents of the respective Scheme of the Mutual Fund and all other terms and conditions as posted on the Website and the User will unequivocally be bound by such terms and conditions.
- (b) The User shall at all times be bound by any modification and/or variations made to the other Terms and Conditions and as notified on the Website. The AMC or the Service Provider shall not be required to give the User individually any separate notice of any of the modification and/ or variations that have been notified on the Website.
- (c) The User authorises the AMC/ Registrar and its Service Provider to execute and comply with all or any instruction(s) given to the AMC through use of the Facilities available on the Website. Any instruction given to the AMC/ Registrar through use of the internet facility and through the PIN, User name, Password shall be deemed to have been given by the User to the AMC/ Registrar/Service Provider and the AMC/ Registrar/Service Provider shall be entitled to assume that the said instructions are given by the User and the AMC/ Registrar/Service Provider shall be protected for acting thereon.
- (d) It shall be the sole responsibility of the User to ensure adequate protection, confidentiality and secrecy of the user name, password and the PIN and any disclosure thereof to any other person or the usage after any such disclosure shall be entirely at the Users risk.
- (e) To notify immediately to the AMC or the Service Provider if a record of the PIN or password, is lost or stolen or the User has forgotten the PIN or Password or if the User is aware or suspects that another unauthorized person has come to know of or has used his/her PIN or password without authority. Upon receiving a written request from the User in such an event, the AMC/ its Service Provider will cancel the PIN or password and arrange to generate and issue a new PIN or Password in the interest of the User, subject to signature verification/validation.
- (f) The User shall be responsible for all the transactions conducted by using the Facilities and will abide by the record of the transactions generated by the AMC / Registrar / Service Provider. Further such records generated shall be conclusive proof and shall be binding for all purposes and may be used as conclusive evidence in any proceedings.
- (g) The User shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the Facilities to his transactions, PIN, Password and bank accounts, and the AMC, Service Provider, its Registrar shall not be liable of any such unauthorized access to comply with all applicable laws and statutory requirements and to be bound by and to diligently follow and ensure compliance with the applicable rules, regulations etc. including SEBI Regulations.
- (h) The AMC, its Registrar / Service Provider shall not be required to acknowledge receipt of any instructions nor shall be responsible to verify any instructions. The AMC, its Registrar/ Service Provider shall endeavor to give effect to instructions on a best effort basis and 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 AMC, its Registrar/ Service Provider may execute the instructions in any way as it may, in its sole judgment decide.
- (i) The User 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 AMC, its Registrar / its Service Providers, and that such a risk or losses arising from use of the Facilities will be borne by the User and that the AMC, its Registrar / Service Provider shall not be liable for the same. All records of the AMC/ Registrar/ Service Provider, whether in electronic form, magnetic medium, documents or any other form 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 and shall be binding on the User.
- (j) In case of any discrepancy in the details of any transaction carried out in respect of the Users' account, the User shall intimate the AMC/ Registrar and the Service Provider within ten days of receipt of the statement of account or information thereof, failing which the transaction will be deemed to be correct and accepted by the User.
- (k) The User shall be fully liable to the AMC/its Service Provider for every transaction entered into using the Facility, whether with or without the knowledge of the User. In no event will the Fund or its Service Provider be liable to the User for any special, direct, indirect, consequential or incidental loss or damages even if the User has advised the Fund or its Service Provider of such possibility, the User agrees that if any unauthorized person gains access to the Facility by using the User's PIN / username and password, the User agrees, at all times, to indemnify the AMC, and its Service Providers and their officers, employees, and the 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 PIN, username and password 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 AMC.
- (l) The AMC / the Service Providers / the Registrars or their directors, employees, agents, executors, successors or assigns shall not be liable for claims, damages, losses, expenses, whether direct, indirect, consequential or incidental, whatsoever, due to:
 - Non-availability or malfunctioning or interruption, defect of the facilities mentioned herein, communication failure or for any failure to act upon Electronic Instructions or to provide any facility;
 - misuse of the PIN, user name and password; or
 - any misuse of any data placed on the Internet, any loss or corruption of data, "hacking" or unauthorized access of the server; or
 - any failure to act upon instructions or to provide any facility for any cause that is beyond the AMC/Service Providers/Registrars' control.
- (m) The User agrees and confirms that the Fund/ the AMC is not in a position to verify the User of the Fund's website and thereby not responsible or shall not be liable for any transaction arising out of misuse of the PIN by any person.

7. NO WAIVER:

No forbearance, delay or failure on part of the AMC/ the Registrars/ Service Provider to exercise any power, authority or right under these terms and conditions shall operate as a waiver of such power, authority or right, nor shall any single or partial exercise of such power, authority or right preclude any further exercise of that or any other power, authority or right.

8. DISCLAIMER:

The Statement of Additional Information/ the Scheme Information Document/ the Offer Documents of the Schemes of the Mutual Fund provided on the Website set forth concisely, the information about the Schemes that an investor should read and understand prior to investing. The particulars of the Scheme have been prepared in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations 1996, as amended till date, and filed with SEBI, along with a Due Diligence Certificate from the AMC. The units being offered for public subscription have not been approved or recommended by SEBI nor has SEBI certified the accuracy or adequacy of the Offer Documents or the Scheme Information Document. All Users of the Website are notified that any information thereon should be used in conjunction with traditional investment techniques, which may include obtaining by the User applicable legal, accounting, tax or other professional advice or services at their own costs and responsibility.

The Mutual Fund, the Trustee, the AMC and / or the Service Provider shall not be liable for any unauthorized usage of the PIN and the User fully indemnifies and holds the Mutual Fund, the Trustee, the AMC and / or the Service Provider harmless against any action, suit, proceedings initiated against them or any loss, cost or damage incurred by them as a result thereof. Further, the Mutual Fund, the Trustee, the AMC and / or the Service Provider shall not be liable in any manner for any misuse, if any, of any data accessed through the Designated Call Center, by third parties. Without prejudice to any other provisions of this Agreement, The Mutual Fund, the Trustee, the AMC and / or the 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, including without limitation any:

1. Loss of data;
2. Interruption or stoppage to the User's access to and/ or use of the Call Center/ website.

The Mutual Fund, the Trustee, the AMC and / or the Service Provider shall also not be responsible for any failure on part of the User to utilize the facility due to the User not being within the geographical range within which the Facility is offered. The AMC or the Registrars, the Service Provider have the absolute discretion to withdraw/ amend the services provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the User.

9. CONFIDENTIALITY:

The AMC / its Service Provider / Registrar shall keep the information relating to the transactions of the User using the Facility, confidential. Provided however that the AMC/ Registrar/ Service Provider shall be entitled to disclose any information or particulars pertaining to the User to any authority, statutory or otherwise as may be required by law or information which is already in public domain.

10. PRIVACY:

The AMC shall not sell or market any personal information or personalized data of its Users to unaffiliated organizations. The AMC shall maintain the Users personal information and data according to reasonable standards of security and confidentiality.

11. TERMINATION:

If the User wishes to terminate this Agreement and disable the PIN, the User may terminate the PIN Facility by making an application to the AMC / Registrar in writing and signed by her/him along with all the Joint holders, if any. The AMC / Registrar shall disable the User ID and the PIN granted to such Joint Users, if any, at any time within a period of 10 business days from the date of receipt of the said Application.

The AMC is also authorised to terminate the PIN Facility without prior notice on the occurrence of any event, which in the sole opinion of the AMC, may have a material or adverse impact on the Designated Account, or on the operations of the Schemes of the Mutual Fund/ the AMC/ Registrar/ Service Provider, including but not limited to:

1. Non-compliance of the Terms and Conditions set out herein;
2. Death, insolvency, bankruptcy or liquidation of the User;
3. Any other cause arising out of operation of law;
4. Closing of User's account;
5. Such other reason(s) as the AMC may, in its sole and absolute discretion deem proper.

For the purpose of interpretation, an event having a material or adverse impact shall include any event, which in the opinion of the AMC, shall impact the reputation of the Mutual Fund, its functioning, any potential losses to any of them, any event which in the opinion of the AMC would amount to a fraud on the Designated Account, or any other event which the AMC may, in its absolute discretion, decide would have an adverse impact on its operations. Provided, however, that any electronic instructions received by the AMC/ Registrar/ Service Provider, through the PIN Facility or any Online Transaction executed by the User, before the termination of this Agreement and disabling of the PIN Facility shall be considered to be a valid instruction to the AMC/ Registrar/ Service Provider to execute such Online Transaction.

12. GOVERNING LAW & JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India. The Courts of Mumbai shall have exclusive jurisdiction over any disputes arising out of or in connection with any dispute. The PIN and all the transactions carried out through the PIN are subject to the terms and conditions of the Statement of Additional Information/ Scheme Information Document/ Offer Documents of the Schemes of the Mutual Fund, read with the addendums issued from time to time. Any dispute arising out of or in connection with these terms and conditions will be referred to the arbitration of a sole arbitrator to be appointed by the AMC, in accordance with the Arbitration & Conciliation Act, 1996.

13. MISCELLANEOUS:

The terms and conditions of this Agreement may be modified by the AMC from time to time for the purpose of ensuring compliance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, guidelines issued thereunder, as amended, from time to time and all the applicable laws, rules and regulations relating to mutual funds and pertaining to the PIN Facility.

14. 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, speed 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 Mutual Fund:
 - Religare Asset Management Company Ltd.
 - 3rd Floor, GYS Infinity,
 - Paranjpe 'B' Scheme, Subhash Road,
 - Vile Parle (E), Mumbai - 400 057.
 - b) If to the User: At the address of the User as recorded with the AMC/ Registrars or at the address written herein above.
- 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 fax, shall be followed by a confirmation in writing.

I/ we confirm and declare that I/ we have read and understood the "Terms & Conditions of Personal Identification Agreement" and also the "Disclaimer & Terms and Conditions" as posted on Mutual Fund's website www.religaremf.com

I/ we agree to abide by the norms, Terms & Conditions of PIN Agreement and agree not to hold the AMC responsible for my/our actions relating to the use of the PIN Facility.

Signatures

[Signature box for First/Sole Applicant]

First/Sole Applicant

[Signature box for Second Applicant]

Second Applicant

[Signature box for Third Applicant]

Third Applicant