

TERMS OF SERVICE - PAISABAZAAR INVESTMENT ADVISORY SERVICES

By accessing www.paisabazaar.com ("Website") and registering for the services offered by Paisabazaar Marketing and Consulting Private Limited through its Paisabazaar Investment Adviser Department ("Paisabazaar"), you are agreeing to be bound by these Terms of Service, and all applicable laws and regulations. By accepting electronically (for example, clicking "Submit" or "I Agree"), accessing or using the Services, you agree to these terms.

This document/agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines) 2011, that provides for the due diligence to be exercised for the access or usage of this Website.

Declaration by the Client/you:

- A. You are > 18 years of age. Where you are acting as a Guardian for a minor, you have the necessary authority to transact on behalf of the minor.
- B. You have read and agree to abide by the [Privacy Policy](#) and [Terms of Use](#) of the Website, and agree to any changes in the privacy policy and Terms of Use that may be made from time to time.
- C. You are desirous of obtaining Investment advice and online execution services from Paisabazaar Investment Advisor.
- D. You have neither received nor been induced by any rebate or gifts, directly or indirectly in making the transactions through the Website.
- E. You declare that I am / we are authorized to make the above transaction and the amount invested by you / us in the scheme(s) is through legitimate sources only and does not involve and is not designed for the purpose of any contravention or evasion of any Act, Rules, Regulations, Notifications or Directions issued any statutory or regulatory or government authority from time to time.
- F. You confirm and believe that this transaction is appropriate for you as per your investment objective.
- G. You have read, understood and agree to the terms of the Investor Services Agreement below.
- H. This document is a legal contract between you and Paisabazaar. By accepting these terms electronically (for example, clicking "I Agree" or "Submit"), installing, accessing or using the website you agree to these Terms of Service.

Investors Services Agreement

You agree and understand that you have applied for a "Paisabazaar Investment Adviser Account" facility after understanding the nature and scope of services i.e. to carry out online transaction of mutual funds, provided by Paisabazaar Marketing and Consulting Private Limited ("Paisabazaar") through its Paisabazaar Investment Adviser Department, a Securities and Exchange Board of India ("SEBI") registered Investment Adviser (INA00003949). You further agree that you have read the Terms of Service and confirm that:

- 1. This facility is made available with respect to select Mutual Funds only, with whom Paisabazaar has entered into a separate arrangement and accordingly provides online platform to deal in the units of the scheme of these mutual funds that are existing / launched / offered by them from time to time.
- 2. You agree to execute all the necessary documents which may be needed from time to time, to send the necessary dealing details to the Mutual Funds / their authorized Registrar & Transfer Agents (RTAs) to give effect to the dealings made through Paisabazaar Investment Adviser. You agree and confirm that all the authorised and complete transactions will be processed at the applicable NAV (as defined in the Scheme Information Document of respective schemes of Mutual Funds) subject to receipt of funds and acceptance of your transaction by the Mutual Funds/ RTAs.
- 3. Your Registration to Paisabazaar Investment Adviser account is subject to the satisfactory completion of the registration form and submission of all mandatory documents and valid Permanent Account Number ("PAN"), Aadhaar Number, and its subsequent verification and KRA verification.

4. Paisabazaar Investment Adviser account can be activated for KYC Registration Agency (KRA) verified investors only. Accordingly while enrolling for Paisabazaar Investment Advisor registration, you agree to comply with KYC (Know your Client/Customer) and KRA requirements as required under SEBI (KYC Registration Agency) Regulation 2011, SEBI Act 1992, Prevention of Money Laundering Act, 2002, all laws and regulations including but not limited to the Foreign Exchange Management Act, Reserve Bank of India (RBI) guidelines, to the extent applicable for availing the Paisabazaar Investment Adviser account.
5. You agree and authorize Paisabazaar Investment Adviser to submit all the KYC Documents (name, PAN, Aadhaar, age, address and signature)/ investor related documents to the respective Mutual Funds, Asset Management Companies and/ or their Registrar and Transfer Agents for the purpose of validation and to comply with regulatory requirement notified from time to time. You agree that signature available in the KRA records/systems would be used for signature verification for processing any request made by you through the Website or direct transactions with Asset Management Company (AMC) and in the event such signature is not available or legible in KRA records/system, you understand and agree that the AMC shall be entitled to carry out further checks to validate the authenticity of the request / or to reject/ disallow any transaction in the connection herewith.
6. Paisabazaar Investment Adviser account can be operated using your user ID and password. You agree and unconditionally confirm that you shall be solely responsible to ensure protection and confidentiality of the user ID and password at all times and any disclosure thereof shall be entirely at your risk and accept the sole responsibility to maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any other person.
7. You grant authority to Paisabazaar to process and transmit such request made by you through the Paisabazaar Investment Adviser account authenticated by the user ID and password and authorize Paisabazaar Investment Adviser to execute your instructions with regards to purchase /redemption /switch/sell or other transactions/ activities in respect of mutual funds on your behalf, as may be instructed by you from time to time, on the terms and conditions mentioned herein.
8. You understand and agree that instructions given by you to Paisabazaar Investment Adviser for transacting in mutual fund units will be forwarded to the AMC/R&TA in electronic log file format and AMC/R&TA will process the transaction on the basis of such Feed File only. And you hereby agree and consent to Paisabazaar Investment Adviser to the transmission of data by electronic means through the Paisabazaar Investment Adviser Account from the Website.
9. You agree that the data and information provided by you pursuant to your dealing with Paisabazaar Investment Adviser could be shared by Paisabazaar with its authorized agents, representatives, affiliates, and group companies for facilitating transaction processing, servicing, data processing, transaction statement generation and for contacting for new products and services including but not limited to marketing, cross selling, business activities and promotions or for generating reports, market research, customer study and for compliance with any legal or regulatory requirements.
10. Paisabazaar/its authorised representative/service provider does not take any responsibility for any delay in acceptance / execution or non-execution / rejection of the order by the AMC. Once the information is provided by the Mutual Funds for the rejection and Investor will be informed accordingly.
11. You agree not to hold Paisabazaar / its authorised representatives liable for any loss that may arise to you as a result of the incorrect NAV applied on units allotted to you by the Mutual Fund. As with any investment in securities, the NAV of units issued under the schemes can go up or down depending on the factors and forces affecting capital markets.
12. As far as possible, your instructions will be processed on the same business day if received before the cut-off time(s) specified by Paisabazaar. Authorised and complete transactions shall be processed at the applicable Net Asset Value ("NAV") as may be accepted by the respective Mutual Funds/AMCs. In case of all mutual fund purchases equal to or above Rs. 200,000 (other than liquid schemes), the NAV applicable will be the closing NAV of the day on which the funds are available for utilization. However, for purchases below Rs. 200,000 made before the cut-off time, the same-day NAV will be applicable. AMCs are not obliged to accept your application for subscription to units of their mutual fund schemes in part or in full.

13. For NACH/ECS/Direct Debit purchases, transaction instructions will be sent to the AMC upon successful confirmation of money transfer to the AMC's account, which may result in a lag between the date of debit to my bank and the date Paisabazaar submits your request to the AMC.
14. You authorize Paisabazaar for receiving the your/Client's investment details and reverse feed files from the AMC & RTA/s. You hereby give consent to share/provide the transactions data feed/portfolio holdings/ NAV etc. in respect of your investments under direct plans of all schemes managed by Paisabazaar Investment Adviser tagged with the SEBI Registered Investment Adviser Code of Paisabazaar.
15. You agree that there may be a time lag between the time a transaction is completed and before the same is updated in the records of Paisabazaar /its authorized representatives/service provider.
16. You agree to maintain clear balance in your Bank Account at all times to cover the purchase price and other costs and charges / quantity of units. You are advised to check your daily fund transfer limits with your Bank before placing the purchase transaction / units in the particular scheme before placing a purchase/SIP request.
17. You agree that in the case of joint accounts, mutual fund folios maintained by the AMCs will be held in "any or survivor" mode.
18. You agree that the payment for the transactions undertaken by you through Paisabazaar Investment Adviser Account will be facilitated through a payment gateway and Paisabazaar /its authorized representatives/ service provider shall not be liable for any failures in the link or for any fraud (either payment gateways and/or banks end) that could take place at the time of at the time of making payment and you shall inform Paisabazaar /its authorized representatives/service provider immediately if the your bank account is debited and wherein corresponding Units have not been allotted.
19. There may be applicable exit load/any other charge levied by the Mutual Funds will be chargeable in accordance with the Scheme Information Documents(SID) /Key Information Memorandum (KIM) and addendums issued thereto from time to time (collectively referred to as "scheme related documents"). You shall read all the scheme related documents before investing.
20. You agree and acknowledge that transactions done through Paisabazaar Investment Adviser will be tagged with the RIA Code of Paisabazaar (INA0003949) will be treated as Direct.
21. You agree that access to Paisabazaar Investment Adviser account may be suspended/ cancelled/terminated without liability, in whole or in part, at any time without prior notice if you do not comply with any of these Terms or any modifications thereof. In the event of the termination of the agreement of Paisabazaar with the Mutual Fund/AMCs, you would not be allowed to execute through the website any transaction including but not limited to a transaction for Purchase, Redemption, etc of the Units of that Mutual Fund. In such cases, Paisabazaar will pass on / make available all your details to the Mutual Fund/AMCs, as are required by them to enable you to deal and interact directly with the AMCs/Mutual Fund from the date of such termination.
22. All the purchase transactions pertaining to mutual funds made on the website shall be allotted an online folio number and you will be able to access the transaction account statement in electronic format. You will receive the Accounts Statements directly from the AMCs/RTAs.
23. Nomination shall be mandatory for new folios/accounts opened by individuals especially with sole/single holding and no new folios/accounts for individuals in single holding shall be opened without nomination. However, in case investors do not wish to nominate must sign separately confirming their non-intention to nominate, failing which the form may be rejected at the discretion of the AMC/Mutual Fund.
24. You agree that there is no guarantee for any returns on investments made in Mutual Fund scheme(s). Past performance mutual fund/schemes does not indicate the future performance of the schemes and may not necessarily provide a basis of comparison with other investments.
25. Paisabazaar shall not responsible or liable for:
 - a. Any act that is not an obligation of Paisabazaar in this Investor Services Agreement and the Terms of Service.
 - b. Any loss, notional or otherwise, and variances in values incurred on account of:
 - delays and processing time at the Bank, Registrar & Transfer Agency or AMC;

- rejection of my instructions by the Bank, Registrar and Transfer Agency or AMC;
- processing of instructions authenticated by my login credentials;
- non-availability or non-accessibility of the website, telephone(s), or office(s) of Paisabazaar in case of circumstances beyond Paisabazaar's control.

26. This Investor Services Agreement and the Terms of Service will be governed by the laws of India. The [Privacy Policy](#) and [Terms of Use](#) of the Website shall be deemed to be part of this Terms of Service by way of reference. All disputes are subject to the jurisdiction of Gurugram(Gurgaon), Haryana.

27. Paisabazaar may revise the Terms of Service at any time by updating the terms and conditions. Your continued use of services will imply my acceptance of these changes

28. If you are a Non-Resident Indian

In addition to the above, you agree and confirm that:

- Any offering, advice, recommendation or transaction at Paisabazaar does not constitute an offer to sell or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.
- You are Non-Resident(s) of Indian nationality/origin and that funds for purchases are remitted from abroad through approved banking channels or from funds in your NRE/NRO/FCNR account in India.
- You are not resident/incorporated under the laws of the United States of America (USA), Canada or any Financial Action Task Force (FATF) declared non-compliant country or territory.
- As a user of the website from any country other than India, you understand that use of Paisabazaar Investment Adviser may be a potential violation of laws in such countries. You are solely responsible for compliance with foreign and local laws in your country of residence or citizenship.
- You agree that you are solely responsible for any liability incurred in this regard and will indemnify Paisabazaar or any liability Pasaibazaar may incur in any foreign jurisdiction as a consequence of the citizens/residents of countries other than India using the service.

29. You agree and acknowledge that in your dashboard of "My account" section on the website, you will be able to view your existing portfolio for Regular plans tagged with ARN code (97468) of our group company along with your new investments in Direct Plans tagged with RIA code (IN000003949) of Paisabazaar Investment Adviser. With respect to the investments already made under the Regular plan, a switch request can be made to Paisabazaar Investment Adviser for switching the units to Direct plan under the same folio. Switch request will entail exit loads as applicable for redemptions and switch outs. Do note switch from regular to direct plan is equivalent to Redemption (sale) from regular plan followed by Fresh Investment (purchase) in Direct plan.

30. Indemnification:

- You agree to keep indemnified and hold Paisabazaar / its authorised representatives, service providers, Mutual Funds, Asset Management Companies and their officers and agents free and harmless at all times, against all monetary and other harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses and consequences including without limitation any costs between attorney and client, whether direct or indirect, by reason of using Paisabazaar Investment Adviser account and/or doing and/or omitting to do anything in accordance with the Terms specified herein or any instructions relating to the online dealing in mutual funds through Paisabazaar Investment Adviser .
- You agree that Paisabazaar / its authorised representatives/service providers, Mutual Funds, Asset Management Companies and their officers and agents are not liable for any loss caused through a fall in value of investments / NAV etc which can go up or down depending on the factors and forces affecting capital markets or any indirect, special or consequential loss you might suffer.

- Paisabazaar / its authorised representatives/service providers shall not be liable for any delay / refusal / non-payment of any proceeds on redemption or dividend payouts by the Mutual Funds to your accounts for any reason whatsoever
- You agree and undertake not to hold Paisabazaar/ its authorized representatives/service providers for the following:
 - a. any delay or failure in processing the transactions carried out by you due to any system failure or for any other reason whatsoever.
 - b. for any loss or damage incurred or suffered by you due to any error, defect, failure or interruption in the dealing arising from or caused by any reason whatsoever.
 - c. for any fraud, negligence/mistake or misconduct by you including failure to comply with the KRA/KYC norms or provision of a valid PAN or PMLA requirements.
 - d. for any breach or non-compliance by you of these Terms.
 - g. for any loss or damage incurred or suffered by you due to withdrawal or termination or suspension of the dealing facility arising from or caused by any reason whatsoever.

30 The materials contained in this website, including all information, entire contents, "look and feel" and design are the intellectual property and copyright of Paisabazaar including its parent company and are protected by applicable copyright and trademark law. You may not copy or distribute any part of the website without Paisabazaar' explicit consent.

31. In case of any queries with respect the Services, please reach us at mutualfunds@paisabazaar.com

NOTE: Mutual Fund investments are subject to market risks, read all scheme-related documents carefully. Please read the scheme information and other related documents carefully before investing. Past performance is no guarantee of future results. The value and income derived from investments may go down as well as up.