

# AGREEMENT FOR TRANSACTION THROUGH ELECTRONIC/ TELECOMMUNICATION MODE

Folio No.

Date

TO BE FILLED IN CAPITAL LETTERS AND SIGNED IN BLACK INK BY ALL THE HOLDERS

Name of Sole /1st Applicant  Mr.  Ms.  M/s.  Others

Date of Birth

## Agreement for Transaction through 'Electronic /Telecommunication Mode'

The terms and conditions set out in this Agreement are a binding contract between yourself and Edelweiss Asset Management Limited (AMC), Investment Manager of Edelweiss Mutual Fund (the Fund) for availing the services through Electronic / Telecommunication Mode. Electronic/Telecommunication Mode includes web transaction, telephone, M-commerce, kiosk & such other similar modes as prescribed and made available by the AMC/Mutual Fund from time to time and as are permitted by SEBI or other regulatory authorities but excluding e-mail and fax transactions.

### TERMS OF SERVICES

Unit holder's Authorization & consent for the Electronic /Telecommunication Mode:

- The Investor/Unit holder hereby authorizes the Fund, who in turn, may authorize any of its service providers, to extend the PIN /Password Facility for the Designated Account(s) of the Investor/Unit holder, including an irrevocable authorization to the Fund to act upon any instructions through electronic/telecommunication mode given to the Fund/service provider of the Mutual Fund by the Investor/Unit holder through use of the PIN /Password facility, username, password in connection with the Transactions through Electronic /Telecommunication mode including viewing of Designated Accounts and performing the transactions through Electronic/Telecommunication mode.
- Master Account shall mean the Folio Number allotted to the investor/unit holder and hereinafter referred to as "Folio Number". AMC reserves the right to change, amend or modify the Funds website and /or telephone numbers and/ or fax number or such other similar mode as may be intimated from time to time
- Usage of, or subscription to, the said PIN /Password facility shall be in addition to, and not in substitution of, the existing procedure for conducting the transactions, the services of which are available through the Electronic /Telecommunication Mode as well. The investor/ unit holder acknowledges that transactions through Electronic/Telecommunication mode are not a secure means of giving instructions/transaction requests and that the investor/ unit holder is aware of the risks involved including those arising out of such transmission. The Unit holder shall make only one application for each transaction, either in physical or electronic form

### PROCEDURE

The investor/unit holder shall be issued a PIN for each folio and a password for investor in the folio. The investor would be required to generate a user name using the PIN. This user name can then be used to link multiple folios in which he has invested/ he is authorised to transact.

#### Issuance of PIN/Password, Security & Confidentiality of the information:

- Opting for online transaction along with first time investment in application form: An investor registering for this facility shall be issued a PIN/Password by the service provider against each Folio Number in case if he opts for the same in the application form for first time investment.
- Opting for online transaction after first time investment: In case of existing unitholder, the unitholder is required to sign the 'Agreement for Transaction through 'Electronic / Telecommunication Mode' available with the AMC/at AMC website. The PIN/Password will be issued by the AMC/service provider after, AMC / its service provider satisfies itself that the signature on the 'Agreement for Transaction through 'Electronic /Telecommunication Mode' matches with the signature of the Unit holder(s) in the records of AMC. A Unit holder having multiple folios with the Fund shall be issued a separate/specific PIN/Password for each folio. If a Folio is held by more than one unit holder, separate PIN/Password shall be issued to each joint holder under the folio. If the holding basis of the folio is "Joint", PIN/Password of each investor/unit holder will be required to be entered for any transaction. If the holding basis of the Folio is "Anyone or Survivor", PIN/Password of any investor/ unit holder will be sufficient for conducting any transaction.
- The investor/unit holder agrees that pursuant to this Agreement, the Fund/its service provider will dispatch the PIN/Password allotted to the Investor/Unit holder, by courier or post, entirely at the risk of the Investor/Unit holder. The PIN/Password will be dispatched to the Investor/Unit holder's address as recorded with the Fund/its service provider. The investor/unitholder will notify AMC /service provider in the event of evidence of tampering with the PIN /Password in the course of post or non-receipt of the PIN/Password, as the case may be. In such an event or in the event of loss of PIN /Password by the Unit holder or due to unit holder having forgotten the PIN/Password, a request for issue of a duplicate PIN/Password shall be considered only on receipt of a written request from the Investor (s)/ Unit holder(s) subject to signature verification/validation.
- The Unit holder shall use the PIN/Password, as per the procedure defined on online transaction on the AMC website, to generate a user name and password with which to carry out transactions through the website and shall keep the same confidential at all times. The Unit holder may use the same PIN to access various services provided by the Fund over the Internet as well as telephone in respect of this folios
- The unit holder shall have the facility/choice to change the PIN /Password allotted by the AMC/service provider to a PIN/Password of his choice and to make the PIN's uniform, in the event of having multiple folios or multiple PIN's.
- It shall be the sole responsibility of the unit holder to ensure adequate protection, confidentiality and secrecy of the user name, password as well as the PIN and any disclosure thereof to any other person shall be entirely at the unit holder's risk. AMC in such cases will not accept any kind of responsibility or liability for any loss, damage or harm.

#### Access to the Facility through website:

In order to access the Facility for the first time through the website, the unit holder shall be required to create a unique login name (user name) and password at the Fund's web site. The user may thereafter map other folio numbers using the corresponding PIN's/Password. The unit holder may then access the facility by entering his unique username and password on the Fund's web site.

#### Services Offered:

The unit holder may access the services as made available by the AMC/Mutual Fund from time to time using PIN/Password, the user name and PIN/ password facility (hereinafter referred to as the "Facility").

### AMC WARRANTIES:

- AMC will take best efforts to keep the website updated on a daily basis, so as to provide most current information to the unit holders. The unit holder also agrees that the look and feel of the web screens and outputs there from may differ based on the nature of the software used by the unit holder to

browse the website.

- 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 Fund/its service provider shall ask the unit holder to provide his/her username and PIN/ Password or any other transaction specific details before accepting instructions on behalf of the Fund. The fund /its service providers reserves the right to ask for such other additional details, as it deems fit, to verify the authenticity of the investor/unitholder/transactions.
- The Fund/its service provider may, in the interest of the unit holder, request a fax confirmation of the instructions and any additional information the Fund may require. In such an event, the Fund shall not be bound to act on electronic/ telecommunication instructions received, until the said fax confirmation and additional information is received from the unit holder, in a form and manner acceptable to the Fund.
- The unit holder confirms and agrees that he shall at all times be bound by any modification and /or variations made to the Terms and Conditions hereof and as notified on the website. The Fund shall not be required to give the unit holder individually any separate notice of any of the modification and /or variations that have been notified on the website -AMC shall have the absolute discretion to amend or supplement any of the terms any time.
- The Fund/its service providers may, at its absolute discretion decide not to carry out any such instructions, where the service provider or the Fund 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 and cannot be put into effect.

### AMC DISCLAIMERS:

- Neither AMC/Trustee/the Fund nor the service providers shall be liable for any unauthorized usage of the PIN /Password & the unit holder hereby fully indemnifies and holds the AMC / Trustee / Mutual Fund and the Directors, employees, officers, successors, agents, representatives of AMC / Trustee / Mutual Fund and the service provider harmless against any action, suit, proceedings, initiated against it or any loss, cost or damage incurred by it as a result thereof. Further, neither the AMC / Trustee / Mutual Fund and the Directors, employees, officers, successors, agents, representatives of AMC / Trustee / Mutual Fund nor its service provider shall be liable at all for any misuse if any, of any data accessed through the call center by third parties.
- Without prejudice to any other provisions of this Agreement, AMC and 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, including without limitation any:
  - Loss of data
  - Interruption or stoppage to the customer's access to and/or use of the call center/processing of electronic /telecommunication transactions due to any operational/technical difficulties/reason beyond the control of AMC/Mutual Fund, its service providers/any other reason.
- AMC and its service provider shall not be responsible for any failure on the part of the unit holder to utilize the facility due to the unit holder not being within the geographical range within which the facility is offered.
- AMC 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 unit holder.

### UNIT HOLDER COVENANTS:

- The unit holder hereby agrees that access of any facility on electronic/telecommunication mode by use of the user name, password or the PIN as the case may be, will be deemed acceptance of the other terms and conditions as posted on the website and the unit holder will unequivocally be bound by such terms and conditions.
- The unit holder confirms and agrees that he 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 Fund shall not be required to give the unit holder individually any separate notice of any of the modification and /or variations that have been notified on the website.
- The unit holder agrees and authorizes the Fund, its service provider to execute, comply with all or any instruction(s) given to the Fund through electronic mode. Any instruction given to the Fund through use of the internet facility and through the PIN User Name, Password (hereinafter referred to as the "Instructions") shall be deemed to have been given by the unit holder/s to the Fund / service provider and the Fund/service provider shall be entitled to assume that the said instructions are given by the unit holder/s and the Fund/Registrar shall be protected from acting thereon. If any unauthorized person gains access to the Facility by using the unit holders PIN/Username and password, the unit holder agrees to at all times indemnify the Fund/ AMC/ Trustee Company, its directors, its officers, employees, representative, agent 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, user name and password facility and from and against all damages, costs, charges and expenses in respect thereof.
- It shall be the sole responsibility of the unit holder to ensure adequate protection, confidentiality and secrecy of the user name and password and the PIN and any disclosure thereof to any other person shall be entirely at the unit holder's risk. The unit holder shall take all possible care to prevent discovery of the user name, PIN and password by any other person. AMC will not accept any kind of responsibility or liability for any loss, damage or harm in such cases.
- AMC or its service provider shall be notified immediately, if a record of the PIN/Password is lost or stolen 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 unit holder in such an event, AMC /its service provider will cancel the PIN or password and arrange to generate and issue a new PIN/password in the interest of the unit holder. AMC / Its service provider shall not be responsible for any unauthorized transactions from the time of such loss/suspicion to the date of actual registration of the user's request to generate a new PIN in the AMC / service provider's system. Unit holder acknowledges that there may be some lead time between the date of receipt of such request from the investor and the date of registration of such request in AMC / Service provider's systems.
- The unit holder hereby releases the Fund and the service provider from any liabilities whatsoever against misuse of the PIN, user name and password. Further, neither the Fund nor the Registrar shall be liable at all for any misuse, if any, of any data placed on the internet by third parties "hacking" or

unauthorized accessing the server. The Fund/Registrar will not be liable for any failure to act upon instructions or to provide any facility for any cause that is beyond the Fund /Registrar's control.

- The unit holder shall take responsibility for all the transactions conducted by using the Facility and will abide by the record of the transactions generated by Fund. Further such records generated by the Fund shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings.
- The unit holder shall be fully liable to the Fund/its service provider for every transaction entered into using the Facility, whether, with or without the knowledge of the unit holder. In no event will the Fund or its service provider be liable to the unit holder for any special, direct, indirect, consequential or incidental loss or damages even if the unit holder has advised the Fund or its service provider of such possibility.
- The unit holder shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of this facility to their transactions and bank accounts and AMC/ Fund/ registrars, its service providers shall not be liable of any such unauthorized access and protection of his/her computer against any computer virus.
- The unit holder undertakes to comply with all applicable laws and statutory requirements and agrees to be bound by and to diligently follow and ensure compliance with the applicable rules, regulations of SEBI or any other regulatory authority from time to time.
- The Fund/service provider may not acknowledge receipt of any instructions nor shall be responsible to verify any instructions. The Fund/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 Fund/service provider may execute the instructions in any way as it may, in its sole judgment decide.
- The unit holder agrees that the use of the facilities is prone risk of any loss or interception of information over internet, notwithstanding the secure method of transmitting information adopted by the Fund/its service provider and that such a risk will be borne by the unit holder and that the Fund/service provider shall not be liable for the same.
- The Fund, the AMC and the Trustees, along with its directors, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of the website and Call Center 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, compute failure or malfunctioning or interruption of business. Error omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon Electronic or Telephonic instructions or to provide any facility for any cause that is beyond the control of the Fund or its Registrars. All records of the Fund/ AMC and its 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 and shall be binding on the unit holder/ investor.

**NO WAIVER**

No forbearance, delay or failure on part of the Fund/service provider to exercise any power or right under these terms and conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of such power or rights preclude any further exercise of that or any other power or right.

**DISCLAIMER:**

The Offer Documents provided on the website set forth concisely the information about the schemes that an investor should know before 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 and the units being offered for public subscription have not been approved or disapproved by SEBI nor has SEBI certified the accuracy and adequacy of the Offer Documents. The Offer Documents shall remain effective till a "Material Change"(other than a change in the Fundamental attributes and within the purview of the Offer Documents) occurs, and thereafter, the changes, shall be filed , with SEBI and circulated to the users along with the quarterly / half yearly reports. All users of the Fund website are notified that any information thereon should be used in conjunction with traditional investment techniques, which may include obtaining applicable legal, accounting, tax or other professional advice or services. AMC indemnifies itself from any omissions, errors, or investment consequences arising from the use of this material by any user of the Fund website.

**CONFIDENTIALITY:**

The Fund/ AMC /its service provider shall keep the information relating to the transactions of the unit holders 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.

**TERMINATION:**

The unit holder may terminate the PIN/ Password facility by making an application, (hereinafter referred to as "the said Application") to the Fund/service provider in writing and signed by her/him along with other joint holders, if the unit holder wishes to terminate this Agreement and disable the PIN, user ID and

password. The Fund shall disable the user id and the PIN/ Password granted to such joint unit holders at any time within a period of 10 business days from the date of receipt of the said Application. The Fund is authorized to terminate the Electronic/ Telecommunication 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 setout 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 holders 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/ telecommunication instructions received by the Fund/ Amc and its service provider, through the PIN/ Password facility or any Online Transaction executed by the unit holder before the termination of this Agreement and disabling of PIN/ Password facility shall be considered to be a valid instruction to the Fund to execute such Online Transaction.

**GOVERNING LAW & JURISDICTION:**

This Agreement is 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 this dispute. The PIN and all the transactions carried out through PIN are subject to the terms and conditions of the Offer Documents of the schemes of Edelweiss Mutual Fund, read with the addenda 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 AMC, in accordance with the Arbitration & Conciliation Act, 1996. These Terms and Conditions are subject to Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued there under as amended from time to time and other laws, rules and regulations issued by the Government of India relating to mutual Funds and provisions of the Agreement of Electronic/ Telecommunication mode.

**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 authorized correspondence address which is presently as under:

Edelweiss Asset Management Ltd

5th Floor, One Indiabulls Centre, Tower 1, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013

Fax No.: 022-40979878 · Email id: investor.amc@edelcap.com

If to the Unit holder: At the address of the unit holder as recorded with the Fund/CVL. 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.

**INDEMNITY:**

The investor/unit holder shall indemnify the AMC / Trustee / Mutual Fund and the Directors, employees, officers, successors, agents, representatives of AMC / Trustee / Mutual Fund and its service providers at all times and keep the AMC / Trustee / Mutual Fund and the Directors, employees, officers, successors, agents, representatives of AMC / Trustee / Mutual Fund and its service providers indemnified and save harmless against any and all claims, losses, damages, costs, liabilities and expense (including without limitation, interest and legal fees) actually incurred, suffered or paid by the AMC / Trustee / Mutual Fund and the Directors, employees, officers, successors, agents, representatives of AMC / Trustee / Mutual Fund and its service providers (directly or indirectly) and also against all demands, actions, suits proceedings made, filed, instituted against the AMC / Trustee / Mutual Fund and the Directors, employees, officers, successors, agents, representatives of AMC / Trustee / Mutual Fund and its service providers (by the investor or any third party), in connection with or arising out of or relating to the AMC / Trustee / Mutual Fund accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through electronic/telecommunication mode from the investor/unit holder or authorised representative of the Investor/unit holder or any unauthorized use of Username, PIN and Password facility of the unit holder/investor. The AMC reserves the right to discontinue any facility at any point of time.

**Signature(s) (Mandatory)**

Sole/1st Applicant/Guardian / Authorised Signatory / POA Signatory	2nd Applicant / Authorised Signatory	3rd Applicant / Authorised Signatory
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**THIRD PARTY DECLARATION MANDATORY if investment are through funds which are not from the application(s) account**

Name of the Third Party who has issued the Cheque  Relationship with First Applicant   
 I/We here by declared that I/We have transferred funds or issued cheque - DD / payout Dated    
 Drawn on (Bank Name of Branch)  Towards investment in   
 Fund Scheme  in the names mentioned in this application form

"I/We here by declared that the amount invested/to be invested by me/us in the scheme(s) of Edelweiss Mutual Fund is derived through legitimate source is not holder designed for the purpose of contravention of any act, rules & regulations or any statute or legislation or any other applicable loss or any notification direction issued by any governmental or statutory authority from time to time.

Date  Place   
 Signature  This section must be completed & sign by the person from whose account the subscription payment has been issued.