

ensuring adequate security measures to help prevent unauthorized access or use of the facility to their transactions and bank accounts and the AMC / the Fund / the Registrar shall not be liable of for any such unauthorized access and protection of his computer against any computer virus.

9. The AMC/ Fund/ Registrar may in its absolute discretion decide not to carry out any such transaction where the AMC/ Fund/ Registrar has reason to believe that the instructions are not genuine or are unclear or are such to raise a doubt, or 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.
10. The Unitholder shall at all times indemnify the AMC/ Fund/ Registrar, its officers, employees, 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 I-PIN 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/ Fund/ Registrar.
11. The Unitholder acknowledges and agrees that the AMC/ Fund/ Registrar do not guarantee or warrant that Unitholder will not experience any downtime or disruptions in its use of the Service. In the event of such downtime or disruption, the AMC/ Fund/ Registrar shall use commercially reasonable efforts to reinstate accessibility and operability. The AMC/ Fund/ Registrar may restrict, suspend, or terminate investor's access to and use of the Service at any time, without notice or liability. The Unitholder agrees that its right to use the Service is non-exclusive, revocable, non-transferable, and non-sub licensable.
12. The AMC shall not be held liable or responsible for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Force Majeure Event" includes any event due to any cause beyond the reasonable control of either party including, without limitation, unavailability of any communication system including Internet, legal restraints, faults in telecommunication network or network failure, software or hardware error, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.
13. The Unitholder agrees to be bound by any terms of use, disclosures, or disclaimer as displayed by the Registrar and its service providers and that unitholder may affirmatively click through to accept the same. The Investor's use of the Services shall be subject to the terms and conditions of any applicable agreements between Registrar, Service Providers and the AMC/Fund and /or investor. The Unit holder confirms and agree that he shall at all times be bound by any modification and/ or variation made to the terms and conditions hereof and as notified on the website. The Fund shall not send any individual notices to the Unit holder of any of the modification and /or variations that have been notified on the website.
14. Unitholder shall not: (A) access or use the Service for any purpose inconsistent with the substance and terms of this Agreement; (B) introduce into the Service any code, virus or mechanism that would impair the Service or AMC's /Fund system, computers or software; (C) use the Service to gain unauthorized access to any system or database; (D) sublicense or otherwise transfer or make available Investor's access to the Service to any third party that is not an Authorized person; (E) disclose to any third party non-public information relating to the content or operations of the Service, which information is confidential and proprietary to the Registrar however the AMC / Registrar / the Fund is entitled to disclose any information or particulars pertaining to the unit holder to any statutory authorities, auditors or as may be required under any law; or (F) remove or obscure any of the Registrars or

any Service Provider s trademarks, service marks, or markings of copyright or patent rights contained in the Service.

15. All records of the AMC / the Fund / the Registrar whether in electronic form, magnetic medium, documents or otherwise with respect to instructions received for use of this facility or instructions received through use of this facility shall be conclusive evidence of such instructions and shall be binding on the unit holder. In case of any discrepancy in the details of any transactions carried out in respect of unit holder s account, the unit holder shall intimate the AMC / the Fund/ Service provider within 10 calendar days of receipt of account statement or information thereof, failing which the transaction will be deemed to be correct and accepted by the unit holder.
16. This Agreement shall be effective for a continuous period unless terminated in accordance with the terms of this Agreement.
17. The unit holder may terminate the I-PIN facility by, making an application (hereinafter referred to as "the said application") to the AMC/ Fund/ Registrar 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. The AMC/ Fund shall disable the User ID and the PIN 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.
18. The AMC/ Fund is authorized to terminate the PIN facility without prior notice on the occurrence of any event, which in the sole opinion of the AMC/ Fund may have a material adverse impact on the designated account or on the operations of the AMC/ Fund including but not limited to:
 - Non compliance of terms and conditions of this agreement
 - Death, insolvency, bankruptcy of the unit holder
 - Any other cause arising out of operation of law
 - Closing of unitholder's account
 - Such other reason(s) as the AMC/ Fund may, in its sole and absolute discretion deem proper
 - Receipt of a written application from a Joint Unitholder for termination.
19. For the purpose of interpretation, an event having a material abuse impact shall include any event, which in the opinion of the AMC / Fund shall impact the reputation of the Fund, its functioning any potential losses to the AMC/ Fund. However, any electronic transactions received by the AMC/ Fund/ Registrar through the I-PIN allocated to the unitholder before the disabling of the PIN facility shall be considered to be a valid instruction to the AMC/ Fund/ Registrar to execute such online transaction.
20. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to AMC at the address stated above. The AMC / the Fund / Registrar shall send such communication on address available in the records. Each such notice, request or communication shall be effective if delivered by air courier service, 72 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed, and if given by any other means, when delivered at the address specified herein.
21. The PIN and all the transactions carried out through PIN are subject to SEBI (Mutual Funds) Regulations, 1996 as amended from time to time, these terms and conditions, other applicable laws, rules and regulations issued by the Government of India and the provisions of scheme related documents read with various addenda issued from time to time.
22. In the case of any disputes, the matter will be referred to arbitration at the first instance and settled through arbitration proceedings as per the rules of the Indian Arbitration and Conciliation Act, 1996. The Place of Arbitration will be at Mumbai. The Courts in Mumbai shall have jurisdiction over all disputes arising out of or in respect of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed as of the day and year first above written.

Signed by

First Holder	Second Holder	Third Holder	Signed for & on behalf of Fund