

ALWAYS YOU FIRST

Investment Services Terms & Conditions

IDFC Bank ("Bank") as agent of various asset management companies / investment product providers offers/distributes/refers various investment products including but not limited to Mutual Funds, Alternative Investment Funds, 3rd Party Portfolio Management Services, Bonds, Structured Products etc., to its Customers (hereinafter referred to as "Investment Services" and the such products referred to as "Investment Products"). The Bank requests the Customer to carefully go through Investment Services Terms & Conditions as set forth on the website <u>www.idfcbank.com</u> before availing these Investment Services from Bank. By agreeing to avail the Investment Services, the Customer irrevocably accept all the obligations stipulated in the Investment Services Terms & Conditions and agree to abide by them. Accessing the Investment services through any medium, including but not limited to the Bank Website or Bank mobile apps, is also subject to these Investment Services Terms & Conditions. These Investment Services Terms & Conditions supersede all previous oral and written terms and conditions (if any) communicated to the Customer.

Section A: General Investment Services Terms and Conditions – Applicable to all Customer availing Investment Services

The customer understands, acknowledges, agrees, undertakes or confirms:

- 1. That availing Investment Services from Bank is optional.
- 2. That in case of Mutual Funds, the Bank offers only Regular Plans.
- 3. That Customer may hold Investments in various holding combinations (singly as well as in Joint with other customers of the bank). Each such holding combination is, hereinafter, referred to as "Investment Account".
- 4. That mutual fund investments as well as other Investment products are subject to market risks and that the Customer shall read the relevant offer documents carefully before making any investments.
- 5. To authorise the Bank to accept transactions where Customer is one of the holders with any other person(s) as first/joint holder(s) when Bank receives a transaction (either under Easy Investment Services facility or through Mutual Fund/AMC/RTA) and create an Investment Account if such holding combination/Investment Account does not pre-exist in Bank records.
- 6. That by making any investment decision, the Customer confirms to the Bank that it is a well-informed decision and that Customer has such knowledge and experience in financial matters as may be necessary to be able to evaluate the merits and risks of entering into the proposed transaction. The Customer also confirms that Customer is capable of bearing the economic/financial risks associated with such investments.
- 7. That financial markets are controlled by independent market forces and hence are very volatile in nature. As a consequence of which, the Investment Products are subject to a very high degree of risk and the associated returns cannot be predicted with absolute certainty. Prior to making any investment, the Customer must ensure that Customer has studied the economic, political and financial risks involved and that Customer understands the inherent risk of investing in a product that unless such an Investment Product guaranteed, his/her losses may exceed investment. If the customer is not sure of the involved risks, it is advisable to seek appropriate professional advice from investment advisor. The products will have terms and conditions that the Customer must familiarize him/her/them with before Customer makes the decision to invest in any product or service. Before the Customer invests in a product or service, he must understand carefully, and if required, with help of an expert independent counsel, the features and risks of each product or service as given in product documentation, such as key information memorandum, scheme information, marketing material, risk disclosure booklet etc.
- 8. That all investment decisions are matter of personal choice made by them at their sole discretion and post their own evaluation of the risks involved. If notwithstanding anything stated herein, the Bank or any employee of the Bank gives any advice or representation to the Customer, the Bank shall have no liability for any such advice or representation made, as it will be Customer's responsibility to make an independent assessment. The Customer acknowledge that the Bank may recommend products to him/her/them and may provide investments suggestions and conduct risk based assessments of transactions in account from time to time however the final investment decision rests with the Customer.
- 9. That the bank may not send any communication received from the AMC to him/her/ them.
- 10. That the Bank is not acting as the custodian of portfolio of securities or funds or managing/administering /controlling the same in any manner whatsoever.
- 11. That any information contained in the Bank Brochures or other materials or otherwise communicated by the Bank shall not be constructed by him/her/them as investment advice and that all decisions to purchase or sell units/securities made by him/her/them shall be on the basis of Customer's own personal judgment arrived at after due consideration. The Customer understands and agrees that the Bank does not in any manner:
 - a. Guarantee payments on any Investment Product; or
 - b. Guarantee of liquidity of any Investment Product; or

- c. Make any offer to buy back any Investment Product; or
- d. Guarantee the redemption or repayment of any Investment Product on maturity; or
- e. Guarantee the payments of interest or dividend; or
- f. Promise, indicate or guarantee any returns; or
- g. Guarantee any good delivery.
- h. That all rights and privileges granted in the Mandate shall stand cancelled should the customer move to a country in whose jurisdiction these facilities cannot be extended, as informed by the Bank from time to time.
- 12. That no transaction charges will be levied by Bank on purchases of any Mutual Fund products. Consequently, the respective Asset Management Companies (AMCs) will issue Mutual Fund units equivalent to the full subscription amount to the investors.
- 13. That any matter/dispute with respect to nomination and deceased claims with respect to mutual fund units shall be settled by him/her/them directly with concerned Asset Management Company / Mutual Fund without any reference to Bank.
- 14. That mode of operations is not defined by Bank at Investment account level. Instead, mode of operation is captured at the folio level under which various Investments are held in that Investments Account.
- 15. That as a holder in an investment account, Customer along with other holder(s), if any, shall be bound by any valid transactions done by any holder(s) of the Investment Account in accordance with these Investment Services Terms and Conditions.
- 16. That PAN is required to be quoted for all holders for all investment transactions and that such PAN number should be KRA verified enabling acceptance of transactions under such a PAN number. The Customer authorises the Bank to fetch Customer's KYC details and KYC status from the KYC Registration Agencies (KRAs). That any purchase whether fresh or additional including switch shall not be permitted by the AMCs if the KYC status of PAN is not updated as "KYC Registered New KYC". That as per regulatory requirement, individual investors and joint holders are required to provide extended KYC and FATCA details. In absence of the same, transactions may get rejected by AMC/RTA.
- 17. To utilize, share my KYC information and documents such as identity (name, PAN, age, Aadhaar details etc.), address in the Bank's records for sending it to Asset Management Companies (AMC) / Registrar and Transfer Agents (RTA) of the AMCs/ Insurance Company / Other Investment Products and Services providers or any other party related to the transaction, along with other KYC details for the purpose of facilitating transactions based on Customer's instructions and use it in the manner consistent with these Investment Services Terms and Conditions and applicable regulatory requirements as applicable from time to time.
- 18. To provide following consent/authorisation to MFs/AMCs/MF RTAs for the following
 - a. For validating Customers' Aadhaar Number with UIDAI.
 - b. For updating/linking Customers' Aadhaar number based on the PAN given in all folios maintained with all Mutual Funds/RTA/AMCs for KYC & other related due diligence purpose in line with PMLA requirements and Account enrichment purpose.
 - c. The Customer further authorizes MFs/AMCs/MF RTAs to download / share Customers' Aadhaar & associated demographic information (including any updated information) with other SEBI Registered Intermediaries like KRAs, Mutual Funds to facilitate single submission / update across all my accounts associated with such intermediaries based on PAN or other key information available with such intermediaries.
 - d. Further declare that this consent will remain valid for updation in all existing/new folios(s) serviced by MFs/AMCs/MF RTAs
- 19. That the first holder in the investment purchase transaction needs to be one of the holders in the Bank account which is being debited to fund the transaction.
- 20. That the redemption / dividend proceeds shall be credited to the bank account linked as the primary/default bank account to the folio from where the redemption / dividend is being made. In case of a joint holder in the folio, if Customer is not one of the holders in the primary/default bank account linked to such a folio, Customer will not held the Bank liable for the redemption / dividend proceeds being credited to the account of the first holder.
- 21. That the Bank may ask Customers to provide necessary information for it profile the customers to meet customer suitability requirements. The Bank may not offer an investment product or execute transaction with respect to an investment product for a customer if it believes that the transaction may not be suitable for the customer.
- 22. To keep Bank informed of at all times, of any change /alteration in particulars furnished to Bank and authorise Bank to update any change /alteration in particulars that Bank may be informed of by him/her/them and/or is brought to the notice of Bank and hereby authorise Bank to contact him/her/them on such changed/altered particulars. Customer shall be solely responsible to ensure that Bank has been informed of the correct particulars for communication. Customer agrees to indemnify Bank against any fraud or any loss or damage suffered by Bank due to Customer providing any incorrect particulars and / or failure on Customer's part to communicate the change/alteration in his/her particulars.
- 23. That all details provided to the Bank are true and correct and any instruction given to Bank to transact business on Customer's behalf shall be in due conformity with the applicable laws as may for the time being be in force. That any false / misleading information given or suppression of any material fact will render the Investment Services including Easy Investment Services, if applicable, being provided to the Customer liable for termination.
- 24. That any tax implications arising out of any transactions entered in to pursuant to these Terms & Conditions would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof. The Customer further agree and declare that any and all tax liability will be Customer's sole responsibility. The Customer shall execute and deliver to the

Bank, from time to time such other documents as may be specified by the Bank for compliance or updating of records if any. The Customer has read and understood the terms & conditions and including those excluding / limiting Bank's liability.

- 25. That the Customer would not hold the Bank or its affiliates liable for any loss arising on account of delays in putting forth the execution of instructions issued by him/her/them on account of material discrepancies in the instruction or for any other reason beyond the control of the Bank or its affiliates.
- 26. That any amount that will be invested by the Customer will be derived through legitimate sources and will not be held 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.
- 27. That mutual fund investments are subject to market risks and that the Customer shall read the relevant offer documents carefully before making any investments.
- 28. That all transaction requests are subject to the threshold limits as set by the AMC / product provider.
- 29. That any false / misleading information given by him/her/them or suppression of any material fact will render the Investment Services being provided to him/her/them liable for termination.
- 30. That, save and except under conditions beyond the reasonable control of the Bank, all requests received by Bank prior to the cut off time shall be processed on the best effort basis on the same day. Such 'cut off-time' shall be communicated by the Bank to the customer from time to time. As of now, all Investment transaction received on a day Bank has identified following timelines (except under Easy Investment Services) for forwarding the same to product provider:

a.	Metro	: Within T+1 working days
b.	Urban	: Within T+1 working days
с.	Semi Urban	: Within T+3 working days
-	Designal	· Mithin T · 2 · · · · · · · · · · ·

- d. Rural : Within T+3 working days
- 31. That Nomination is mandatory for all the Mutual Fund investments. In case, if Mutual Fund investments are without nomination then such transactions may be liable to be rejected by the respective mutual fund houses. The Customer understands that there is a separate nomination facility for MF Investments.
- 32. That Bank does NOT provide investment advisory services in any manner or form. Investment products do not pertain to Bank. Investment products are distributed by Bank on a non -discretionary and non- risk participation basis. The final investment decision shall at all times exclusively remain with the investor.
- 33. That Customer shall be responsible to ensure that the transaction/ application form is complete and all details as required are duly filled in. Bank is not liable for any consequence in case any of the particulars provided are false, incorrect or incomplete.
- 34. That the Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. Where The Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of him/her/them or act upon any such instruction as it deems fit. The Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying the Customer's instructions.
- 35. That all instructions including instructions for modification shall be given only by the Customer named in bank's records and shall be binding on the Customer personally.
- 36. That the Bank may refuse to act on any instruction unless they are given in writing in a manner and form acceptable to the Bank and would be subject to the Bank's absolute right to verify such instructions. Customer hereby authorizes the Bank to record all or any communication between Customer and the Bank's officials / agents. Further Customer agrees and understands that, the Bank shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Customer. The Customer shall not hold the Bank liable on account of the Bank acting in good faith on any of Customer's instructions or instructions purported to be given by the Customer.
- 37. That the security and control procedures provided by the Bank are designed to verify the source of communication and not to detect errors in transmission or content including discrepancies between names and account numbers and that the Bank, or any intermediary, may either not execute an instruction or execute and by reference to PAN/account number only, even if the name on the account is also provided. Nothing contained herein shall require the Bank to violate any applicable laws, rules or procedures/instructions. The Bank shall have no further duty to verify the content of any instruction and communications, whether or not authorized, sent in its name and accepted by the Bank.
- 38. That once a valid transaction has been sent to RTA, the Bank is not responsible in any manner for the execution of the transaction and that the RTA / AMC are solely responsible for any act or omission in respect of the execution of transaction.
- 39. That transaction request shall be sent for processing by the bank and is subject to rejection by the registrar or AMC.
- 40. That transactions once executed cannot be modified or cancelled.
- 41. That Bank is acting merely as a distributor / referrer of third party investment products and any investment in such third party products/services shall constitute a contract between the investor and the third party. Bank shall not be liable or responsible for any loss resulting from third party's products/services. The products, services and benefits referred to herein are subject to the terms and conditions governing them as specified by third party from time to time.
- 42. To take note of risks highlighted about the product in the offer document and due caution be exercised (including if necessary, obtaining of advice of tax/ legal/ accounting/ financial/ other professionals) prior to taking any decision, acting or omitting, to act on the basis of the information contained therein.
- 43. That the Bank shall not be liable for any failure to perform any of its obligations 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, 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.

- 44. That the units of the scheme shall be allotted, redeemed or switched, as the case may be, at the Net Asset Value (NAV) declared for the date of transaction for the concerned Mutual Fund as specified by the Bank and consistent with the terms of the Scheme. However, the Bank shall not be liable for any loss that may arise to the Customer as a result of the incorrect NAV applied on units allotted to the Customer by the Mutual Fund.
- 45. That in case of redemption/ switch out transaction for all units, all units held by such client in the folio in respect of that scheme will be redeemed/ switch out including any off line units. That in case of Redemptions, if the number of Units held by the Customer as per the records maintained by AMC and/or the Authorized Registrar is less than the number of Units requested to be redeemed then, AMC is authorised to redeem the available Units and not reject the redemption request.
- 46. That after the first purchase transaction in any Mutual fund, the Customer may not be permitted to transact for a period of 4 to 7 business days till the Folio number is allotted, depending upon the processing time of the Mutual Fund's Registrar. The Bank does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
- 47. That any transaction request due on holiday would be processed on the next business day and respective NAV would be applicable as per the Mutual Fund's offer document.
- 48. That in case the investment is made in the name of a minor with any of the guardians as joint holders, then the investments made in the above manner are for the sole benefit of the minor.
- 49. That the value of the customer's Investments may fluctuate. If Customer redeems investments, he/she may receive more or less than he/she paid depending upon the market value of the investment at the time of redemption.
- 50. That past results are not a guarantee to future performance. Yield or performance fluctuates and reflects past results. Yield or a fund's past performance should not be considered as an indication or guarantee of future yields or results.
- 51. That the Bank shall be under no duty to assess the prudence or otherwise of any instructions given by the customer(s) or to give any advice in relation thereto and would be justified in acting on his/their instructions irrespective of their prudence or otherwise.
- 52. That the service is provided at sole discretion of the bank and may be withdrawn without prior notice. The bank may levy charges at its sole discretion in respect of these services.
- 53. That information displayed on the bank's website is based on data received from third party market data providers/AMC/AMFI/RTA & subject to change without notice
- 54. That the Bank shall not be obliged to accept from the Customer any oral or facsimile or email instructions, and the Bank shall be indemnified against any improper/fraudulent fund transfer instruction purported to be received from the Customer.
- 55. Indemnity: In consideration of the Bank providing access to services, the Customer shall, at his own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's or Affiliates' execution of the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing service through the platform , for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on the instructions of the Customer. The Customer will pay the Bank and /or the Affiliates such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. Further, the Customer agrees, at its own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action of other proceeding brought against the Bank, its directors and employees, representatives, agents, the Bank, its directors and employees, representatives, agents, the Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or arises in connection with:
 - a violation of Terms contained herein by the Customer;
 - any deletions, additions, insertions or alterations to, or any unauthorized use of / access to / service(s), by the Customer;
 - any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
 - any breach of any covenant or obligation to be performed by the Customer hereunder.
- 56. That notwithstanding anything contrary contained anywhere, the Customer shall not hold Bank responsible and the Bank shall not be liable for any loss, claim or damages of whatsoever nature, if any instruction(s) of the Customer is not carried out by the Bank for any reason whatsoever nature.
- 57. That the Bank shall not be liable for any loss or damage caused by reason of failures or delay of the mutual fund to deliver any units purchased even though payments have been made for the same, or failure or delay in making payment in respect of any units sold, though they may have been delivered and the Customer shall hold the Bank harmless and free from any claim in respect thereof. The Bank shall also not be liable for any delay, failure or refusal of the mutual fund/any company/corporation or other body in registering or transferring units to Customer's names of for any interest, dividend or other loss caused to him/her/them arising there-from.

- 58. That the Bank shall not, in absence of gross negligence on the part of Bank, be liable to the Customer for any act, omission or delay by the mutual fund or for any claims which the Customer may suffer or incur as a result of or in course or discharge by the Bank of its duties. Without prejudice to the above, Bank shall not be held liable for any loss or damage or failure to comply or delay in complying with its obligations under these Terms and Conditions which is caused directly or indirectly by any event or circumstances beyond the Bank's reasonable control. These include system failure, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, epidemics, quarantine, riot, civil commotion and/or war.
- 59. That the Bank shall not be held liable for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorized use or access of Customer's information, and/or signatures. The Bank will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reasons of any defects or imperfections or mechanical or other failure with relation to computer, cable, telex, telephone or postal system. While the Bank will make every effort to have its computer systems available at all times, the Bank makes no guarantees with respect to the availability of such systems. The Bank will make every effort to resolve availability issues such as network problems, virus attacks etc. in an expeditious manner. Notwithstanding these, the Bank will as such not be liable for any loss, damage, cost, charges or expenses directly caused by reasons of lack of such availability.
- 60. That the Bank will be under no duty to verify compliance with any restrictions on Customer's investment powers.
- 61. To provide any and all information that may be required by the Bank from time to time in compliance with existing legal norms and regulations, including but not limited to contact information, address and tax-related information and any information required under existing or future KYC norms and laws. The Customer agrees that the Bank may take steps to verify the veracity of such information provided by the Customer and the Customer agrees to co-operate with the Bank in providing all information requested by the Bank. The Customer acknowledges that failure to provide such information in a timely manner may result in his/her ineligibility to avail of some or all of the services of the Bank and that the Bank shall in no way be held liable for any financial loss resulting from such failure to provide information on Customer's part. The Customer agrees that such information is required with respect to all the holders in the transaction without which the Bank may not be able to accept and execute the investment transaction.
- 62. To pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim. The Customer hereby agrees that under all circumstances, the Bank's total aggregate liability for claims relating to the Bank's obligations contemplated under these Terms, whether for breach or in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration, if any, paid by the Customer within the previous twelve (12) months for use of / access to / availing its service(s), excluding any amount paid towards transactions.
- 63. That the Bank may at its absolute discretion, discontinue any of the Services completely or partially without any notice to him/her/them.
- 64. That the Bank may at its sole discretion vary the terms and conditions or withdraw any of the facilities provided herein from time to time.
- 65. That any notice or other correspondence addressed by the Bank to the Customer may be addressed to the first holder at his/her address or to such address as the bank may be aware. If according to the Customer there is any discrepancy in the particulars or details of any transaction or account of statement then the Customer shall be obliged to intimate the same to the Bank in writing in 10 days of the first holder receiving notice thereof, failing which such transaction, statement or account (as the case may be) shall be deemed to be correct and accepted by the Customer and he/she shall not be entitled to question the correctness or accuracy thereof.
- 66. That in the event of breach of any of the terms by the customer and/or any agent or representative, the customer shall be solely liable to pay damages and compensation including all direct and indirect damages, costs, charges and expenses that may be caused to or incurred or suffered by the Bank. While the Bank shall use reasonable precautions, these services are provided on "No warranty No risk basis". In case any of the above undertakings is found to be false, the Bank shall be at liberty to terminate this arrangement with immediate effect without giving any prior notice and the Customer shall be held liable for all the costs and consequences arising thereof.
- 67. That all disputes and differences arising out of, under or in connection with these terms and conditions or anything done hereunder shall be within the exclusive jurisdiction only to the courts of Mumbai. These terms and conditions are subject to and shall be construed in accordance with the laws prevalent in India.
- 68. Fees and Charges: While, currently, the Services offered by the Bank are free of charges, the Customer acknowledges that the Bank reserves the right to charge fees in the future for the Services or any other services offered by the Bank. Any such changes will be communicated by the Bank via email 14 days ahead of implementation, and will be displayed on the Website. Under such circumstances, the Customer understands that he/she will be allowed to transfer their investments outside of the Bank without incurring any costs payable to the Bank. He/she agree and understand that any such charges/fees that BANK may choose to levy will be in addition to those levied by the product provider. All fees, charges and reimbursement of expenditure shall be paid or made in full by the Customer without any counter claim, set off or withholding. All our liabilities and obligations hereunder to Bank shall be joint or several.
- 69. Investment/ Portfolio Statements: The Customer agrees and acknowledges that it shall be the obligation of the product provider and not of the Bank, to regularly send communication like Account statements, fund updates etc. The Bank may provide a facility to its customer (only to first holder) for receiving statements on email / facility to download statements

from his/her login in www.idfcbank.com. These statements may include but are not limited to transaction statement and holding statements. The Customer by requesting the Bank to furnish such particulars and details and statements by e-mail declares and confirms that he is aware of the risks concerning the e-mail and shall not hold the Bank liable therefore. The bank may also send a physical statement of the investment account to the customer at a frequency that it may decide from time to time. These statements may include but are not limited to transaction statement and holding statements. The customer undertakes to promptly inform the Bank in case any change to his email id or mailing address.

- 70. Systematic Investment Plan (SIP), Systematic Withdrawal Plan (SWP) & Systematic Transfer Plan (STP) Terms and Conditions: Customer understands that the minimum monthly amount for each investment made under the SIP/STP/SWP is Rs.500 per fund/per transfer instruction or the minimum amount/units as stipulated by the relevant SIDs/KIMs. That in case of non-availability of cleared and collected funds/the specified mutual fund units as on the stipulated SIP execution date /STP date, the SIP/STP instruction for that month will not be carried out. If the SIP/STP/SWP execution date falls on a holiday, the same would be executed on the next business day. The Customer hereby agrees to keep the Bank fully indemnified and held harmless at all times from and against all claims, expenses, loses, damages, costs (including reasonable attorney's fees), actions, suits proceedings or demands that Customer may receive from or on behalf of the mutual fund house(s) in which the Customer, is investing, for non-execution or delays in execution of above SIP/STP/SWP instructions either on account of non-availability of sufficient funds/ mutual fund units in his/her account or issues with respect to NACH mandate or delays in the mail/courier services or for any other reason whatsoever.
- 71. That Investments from Customers who are from certain countries (e.g. US Persons or are residents in Canada) are not permitted to make investments in certain mutual funds/other investment products. Where the product provider does not accept transactions from such category of investors, the Bank shall not be liable for rejection of a transaction by mutual funds/product provider. The decision to accept or reject transaction is solely on the Mutual Fund/product provider.
- 72. That immediately upon becoming a Resident(s) of Canada, US Person, person not resident in India who is a Non Resident Indian (s) or a Person of Indian Origin, the Customer shall inform the Bank of such change in status.
- 73. That in the event, the Customer becomes a US person, Residents of Canada, person not resident in India who is a Non Resident Indian (s) or a Person of Indian Origin, the Customer agrees that Bank shall be entitled to do all acts and things it deems necessary, including but not limited to (i) blocking of Online Mutual Fund transactions (ii) closure of account, (iii) non-acceptance and/or rejection of any instructions provided by the Customer to purchase any investment product, in order to ensure compliance with applicable local laws; applicable laws/rules and regulations of the customers country of residence and/or any internal policies and any execution of such transactions will be governed by the same.

Section B: Applicable to Customers of Easy Investment Services Only

Easy Investment Services refers to a facility that enables the Customer to transact in units of Mutual Funds by placing an instruction with Bank either on Bank Website, Bank mobile app or using Easy Investment Transaction Form or email to Bank's designated Email id) or any other mode as provided by the Bank from time to time. Terms and Conditions of Easy Investment Services are mentioned below:

Authorisation by the Customer

The Customer hereby irrevocably authorizes the Bank, at his / her risk and cost, all of the following:

- 1. To execute all investment transactions so instructed by the Customer with regard to Mutual Funds (whether solely or jointly with others) at Customer's express instructions;
- To transfer funds in any form and manner including but not limited to by way of debit/credit of Customers account(s), and issue pay-orders/demand drafts/bankers cheques, from such account for the purchase, redemption, switch, receipt of dividends or any such acts for Mutual Fund unit in pursuance of the instruction given by Customer or his/her Attorney from time to time.
- 3. To receive the account statement(s) and any other communication from the mutual fund pertaining to the above said units and/or to acknowledge receipt of the same;
- 4. To sign all such writings and do all such acts as may be required for redeeming any units;
- 5. To collect, receive and give good and effectual receipts and discharges for any sum including dividend or income arising from the units and to sign and endorse dividend warrants;
- 6. To collect and deposit monies in an account opened in Customer's name with the Bank and to make such debits in the said account as may be necessary;
- 7. To correspond with and give notice to the mutual fund , the corresponding asset management company or any other product provider on behalf of the Customer;
- 8. To instruct the mutual fund and/or the corresponding asset management company to make note of instructions with regard to nomination/change in investment plan/any other changes.
- 9. To give instructions and orders to brokers and agents at Customer express confirmation for the purposes of sale, purchase, transfer of the Investment Products.
- 10. To disclose, exchange, share or part with all/any information relating to the Customer or his/her Account with the third party product provider (or any other third party so authorized by third party product providers) or any regulator and/or service provider of the Bank.

- 11. To utilize, share Customer's KYC information and documents such as identity (name, PAN, age, Aadhaar details, etc.), address and signature in the Bank's records for sending it to Asset Management Companies (AMC) / Registrar and Transfer Agents (RTA) of the AMCs (<u>CAMS/Karvy/Sundaram BNP Paribas/</u>Franklin Templeton/Any other RTA)/ Insurance Company / Investment Products and Services providers or any other party related to the transaction, along with other KYC details for the purpose of facilitating transactions based on Customer's instructions and use it in the manner consistent with these Investment Services Terms and Conditions and applicable regulatory requirements as applicable from time to time. The Customer confirm that the Bank would forward Customer's signatures to the RTA / AMC for processing of any transactions and for their records. The customer accepts that for any future transaction/request that come through offline (with wet signatures), RTA/AMC would use signature so provided by Bank for signature verification and in the event of such signature not being available or legible, RTA/AMC would be within its rights to carry out further checks to validate the authenticity of the request.
- 12. To provide following consent/authorisation to MFs/AMCs/MF RTAs for the following
 - a. For validating Customers' Aadhaar Number with UIDAI.
 - b. For updating/linking Customers' Aadhaar number based on the PAN given in all folios maintained with all Mutual Funds/RTA/AMCs for KYC & other related due diligence purpose in line with PMLA requirements and Account enrichment purpose.
 - c. The Customer further authorizes MFs/AMCs/MF RTAs to download / share Customers' Aadhaar & associated demographic information (including any updated information) with other SEBI Registered Intermediaries like KRAs, Mutual Funds to facilitate single submission / update across all my accounts associated with such intermediaries based on PAN or other key information available with such intermediaries.
 - d. Further declare that this consent will remain valid for updation in all existing/new folios(s) serviced by MFs/AMCs/MF RTAs
- 13. To accept transactions in an existing Investment account under Easy Investment Services facility with Bank as long as it is signed
 - a. In case of transactions in existing folios: By holder(s) as per the applicable mode of operation of the folio, Or,
 - b. In case of transactions requiring new folio: By any holder who is part of that Investment account
- 14. To do or omit to do all such and things as Bank may in its discretion consider to be necessary or desirable in order to perform its duties hereunder or to comply with any laws, orders, rules, regulations or directions of any Government or regulatory or other authorities
- 15. To do, perform and execute all such other acts, deeds, instruments, matters and things for and on Customer's behalf as the Bank may think fit in accordance with the Investment Scheme and any related writings about these premises as fully and effectually and to all intents and purposes as the Customer could do if Customer were personally present.
- 16. If for any reasons the Bank is unable to purchase or redeem the full quantity of units such as instructed by Customer, the Bank shall be entitled at its discretion and the Customer hereby irrevocably authorise the bank to purchase or sell (as the case may be) a lesser quantity of units/securities. The Bank shall not be responsible for the non-execution of Customer's instruction for the entire quantity or the remaining quantity.

Declaration by the Customer

The customer further agrees, understands, undertakes and confirms:

- To abide by the Investment Services Terms & Conditions including those applicable to Easy Investment Services from time to time as set forth on the website www.idfcbank.com. I understand that access to any changes/updation to these services would be available on the website only.
- 2. That all such acts and deeds done for and on behalf of the Customer shall be binding on Customer and his/her successors & legal heirs.
- 3. That he/she may hold Investments in various holding combinations (singly as well as in Joint with other customers of the bank). Each such holding combination is, hereinafter, referred to as "Investment Account". The Customer confirms that Easy Investment Services Form / Terms and Conditions would need to be separately signed / accepted online by all the holders of the Investment Account before any transaction under Easy Investment Services facility in such Investment Account is accepted by the Bank. The above authority and acceptance of Terms would be applicable on all Investment transactions and Investments holdings where the Customer is sole or one of the holders whether in existing or new folios/Investment accounts
- 4. That Bank will create new Investment Account having more than one holder only on receipt of the physical transaction form with the new holding combination provided the form is signed by all holders of that new Investment Account.
- 5. That the mode of operation in all new folios created under Easy Investment Services facility will be "Single" in case of Sole holder Investment Account and "Either or Survivor" or "Anyone or Survivor" in case of more than one holder in the Investment account. Please note that mode of operations is not defined by Bank at Investment account level. Instead, mode of operation is captured at the folio level under which various Investments are held in that Investments Account.
- 6. That if the folio number is not mentioned in a Purchase/SIP/Switch/STP transaction; the Bank will treat it as fresh purchase transaction and request AMC/RTA to allot a fresh folio number for the transaction.
- 7. That as a holder in an investment account, the Customer, along with other holder(s), if any, shall be bound by any valid transactions, including any transaction that results in new folio, done by any holder(s) of the Investment Account in accordance with these Investment Services Terms and Conditions (as if given by each of the holders personally/jointly).

- 8. That transaction request shall be sent for processing to RTA/AMC by the bank and is subject to acceptance/rejection by the registrar or AMC. Rejections if any, may be due to any minimum/maximum or any other transaction processing conditions. Customer shall not hold the Bank liable for transaction rejection by RTA/AMC in case of such rejections.
- 9. That if after execution of any transaction it is for any reason found that the Bank has not been put in sufficient funds, the Customer shall pay the deficient amount to the Bank forthwith on demand failing which the bank may (but shall not be bound to) square up the transaction at any time at his/her sole risk and cost. Any loss on such squaring up will be borne by him/her solely and he/she will pay to the Bank the additional amount that may be payable by him/her, the Bank's demand being conclusive.
- 10. That in case Customers signatures are not available in Bank records, the Mutual Fund transaction under Easy Investment Services facility can be rejected by Bank or Mutual Fund AMC/RTA. The Customer acknowledges that it is his/her obligation to ensure that his/her signatures are in Bank's records.
- 11. That the first holder in the investment purchase transaction needs to be one of the holders in the Bank account which is being debited to fund the transaction.
- 12. That all redemption/switch/STP/SWP would be rounded down to nearest whole number. Further, that if the Customer chooses to redeem/ switch out all units, all units held in the folio in respect of that scheme will be redeemed/ switch out.
- 13. That all communication and payments shall be made by the Mutual Funds in the name of and favouring the first/ sole applicant.
- 14. That emails orders can be sent/confirmed only through registered email id of the Customer. The Customer understands that the execution of his/her instructions issued otherwise than in physical form or online may be subject to a satisfactory voice verification of such instructions at the discretion of the Bank. The Customer also understands that in case voice verification is deemed necessary by the Bank the execution of such instruction would be done on a best effort basis within 1 working day post satisfactory voice verification. The Bank shall not be liable if such additional confirmation could not be completed due to unsatisfactory voice verification.
- 15. That for bank's records, any instruction received through written letter/ form, online, email, facsimile shall be deemed to be the original letter of instructions and all actions based on such instruction taken by the bank would be binding upon the Customer.
- 16. That In order to, however, induce the Bank to act upon communications and instructions transmitted by manual procedures (Easy Investment Transaction form or email) he/she hereby irrevocably agree that, absent the Bank(s) gross negligence, bad faith or wilful misconduct, as long as the Bank acts in compliance with such authorization / instruction, the Bank shall be indemnified for and held free and harmless from and against any and all responsibility for, any and all costs, claims, losses, damages or liabilities of any nature (direct or indirect) resulting from any act or omission (or any delay) in response to instructions to the Bank to transfer funds or purchase, sell or otherwise dispose off units, together with any and all attendant costs and expenses including the Bank(s) reasonable legal fees and expenses, collectively referred to as losses. The Bank may refuse to act on instructions unless they are given in a manner and form acceptable to the Bank, and in accordance with the Bank's right to verify such instructions. The Customer agrees that the Bank reserves the right to remove or add any method of making transaction instructions at any time at the Bank's discretion.
- 17. That with respect to orders placed by ways of Bank's Easy Investment Transaction Form / Email , the Customer expressly agrees and acknowledges that if bank account balance is insufficient at the time of placement by Bank– the bank may retry to debit the account one more time before the final cut off time for that day.
- 18. That Bank reserves the right to reject the request in case of non-availability of sufficient funds in the Customer's bank account. Also note that In case of Purchase/SIP transactions, Customer's bank account with us would be debited for the total amount instantly on transaction placement and that no interest shall be payable on this amount by the Bank. The Customer further acknowledges that any transaction request due on holiday would be processed on the next business day and NAV would be applicable as per the Mutual Fund's offer document.
- 19. That Nomination is mandatory for all Mutual Fund investments resulting into new folios. Any such fresh Mutual Fund purchases/SIPs done without nomination may be rejected by the respective mutual fund houses. The Customer understands that there is a separate nomination facility for MF Investments provided by Bank. If the Customer not opted for this separate nomination facility, the Customer confirms that he/she wants to have Nominee for such purchase/SIP transaction same as the nominee in the bank account being debited for the transaction. The Customer shall ensure that such a nominee is not a minor as the Bank currently does not support such facility. In case, the bank account does not have a nominee, the Customer declares that he/she doesn't wish to have nominee for this purchase transaction as well.
- 20. That NAV for all funds displayed on website is indicative and as at the close of previous business day. Cut-off time for investment transactions under Easy Investment Services through website For orders placed for Equity and Debt funds on or before 2.00 PM, same day NAV is applicable. Specifically, for Liquid Fund orders received at IDFC Bank Office on or before 12:30 PM, closing NAV of the previous business day is applicable. That, save and except under conditions beyond the reasonable control of the Bank, all requests received by Bank prior to the cut off time shall be processed on the best effort basis within the cut off time.
- Please note that NAV for all funds displayed is indicative and as at the close of previous business day. Cut-off time for investment transactions through common transaction form - For orders received at IDFC Bank Office for Equity and Debt funds before 12:00PM, same day NAV is applicable. Specifically, for Liquid Fund orders received at IDFC Bank

Office before 11:30AM, closing NAV of the previous business day is applicable. That, save and except under conditions beyond the reasonable control of the Bank, all requests received by Bank prior to the cut off time shall be processed on the best effort basis within the cut off time.

- 22. I/We agree that in case of Purchase/SIP transactions, bank account would be debited for the total amount instantly by the Bank and that no interest shall be payable on this amount by the Bank.
- 23. That the Bank may in its own discretion decide not to carry out the Customer's instructions where the Bank has reason to believe (which decision of the Bank the Customer shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or scheme not available or SIP/STP/SWP dates not available or are in a manner that raise a doubt.
- 24. That the customer subscribing/redeeming the units of the mutual fund schemes through the Bank shall also have an unfettered and unrestricted right to approach the AMC directly. Acceptance of these Terms and Conditions are voluntary and the Bank shall not mandatorily insist for this mandate for enabling customers' investments in Mutual Funds.
- 25. That all communications that may be sent by Bank shall be sent as per communications details available in Bank's records, unless otherwise specified as per Bank's policy / process.
- 26. That the Bank reserves the right to not provide Easy Investment Services to the Customer in its sole and absolute discretion and without providing any reason whatsoever.
- 27. That by registering for Easy Investment Services, the Customer is not being provided any advisory services and all the investment decisions shall solely be Customers' own decisions.
- 28. That mutual fund investments are subject to market risks and that the Customer shall read the relevant offer documents carefully before making any investments.
- 29. The Customer is entitled to terminate this service by giving notice in writing to the Bank and the Bank shall require at least seven working days for giving effect to the same. The Customer agrees not to effect any transactions consequent to the receipt of such termination notice by the Bank provided that the Customer shall not be relieved of its obligations hereunder, notwithstanding such termination, incurred prior to the date on which such termination shall become effective. Upon termination of the services, the money and units with the Bank pursuant to thereto may be paid or delivered (as the case may be) by the Bank, after deduction of the Bank's dues if any, to the Customer and the same shall be a valid and complete discharge to the Bank.
- 30. That any matter/dispute with respect to nomination and deceased claims with respect to mutual fund units shall be settled by the Customer directly with concerned Asset Management Company / Mutual Fund without any reference to Bank.