

Terms and Conditions for Transacting Over Internet & Telephone

These Terms and Conditions for Transacting Over Internet and Telephone ("Terms and Conditions") are a binding contract between yourself and Reliance Capital Asset Management Limited ('RCAM') (as asset manager of Reliance Mutual Fund ('RMF')) for use of Personal Identification Number ('PIN') for transacting through Internet on Website & through telephone at call centre, using the PIN facility offered by RCAM.

Please read these Terms and Conditions carefully. By signing these Terms and Conditions you acknowledge that you have read, understood and agree to be legally bound by them.

[DETAILS OF THE UNITHOLDER TO BE INSERTED AS EARLIER CONTAINED IN THE PIN AGREEMENT FORMAT]

These Terms and Conditions are agreed on this.....day of..... 201....., by the abovementioned persons, hereinafter referred to as the "Unitholder", for availing the Online Facility and Call Center Facility (as hereinafter defined) from Reliance Capital Asset Management Limited (as asset manager of Reliance Mutual Fund), a company incorporated under the Companies Act, 1956, having its registered office at 'Reliance House', Near Mardia Plaza, Off C. G. Road, Ahmedabad 380006 and corporate office at One Indiabulls Centre, Tower One, 11th & 12th Floors, Jupiter Mill Compound, 841 Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013 (hereinafter referred to as, "RCAM", which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, administrators, executors and permitted assigns).

(The Unitholder and RCAM are hereinafter individually referred to as 'Party' and collectively as 'Parties')

WHEREAS:

- a) RCAM is constituted as an asset management company and has obtained approval from the Securities and Exchange Board of India ("SEBI") to act as an asset manager of Reliance Mutual Fund (hereinafter referred to as "RMF / Fund"), a mutual fund set up and existing under the laws of India and registered with SEBI;
- b) RCAM has website(s) hosted on various domains, which contains various information and data relating to RCAM and the Fund; and provide online facility to the investors of undertaking various types of transactions including subscription / redemptions of units of various schemes of the Fund and various other services/ facilities as are detailed hereinafter ('Online Facility'). RCAM also has a call centre which provides information and various customer support services to the investors over the telephone and also enables the customer to undertake various types of transactions including subscription / redemptions of units of various schemes over the telephone ("Call Center Facility").
- c) RCAM offers its investors the Online Facility and Call Center Facility for their convenience, to help them gain access to their portfolio of investments in the Fund, for administering, managing and transacting the same effectively and efficiently, using a unique Personal Identification Number (hereinafter referred to as "PIN");
- d) The Unitholder is desirous of using the Online Facility and Call Center Facility for availing the services / facilities available through the Website and call centre and RCAM is willing to provide such services/ facilities to the Unitholders subject to the following terms and conditions.

NOW FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNITHOLDER(S) HERETO AGREE AS UNDER:

1. DEFINITION

"Call Center Facility" means the facility made available by RCAM to the Unitholder whereby the Unitholder can gain access to various information and other customer support services over the

telephone and also enables the customer to undertake various types of transactions including subscription / redemptions of units of various schemes over the telephone, through the call center of RCAM, at 30301111 or toll free number 1800-300-11111 or such other telephone number(s), as RCAM may specify / intimate from time to time

“Designated Account(s)” or **“Folio Number”** or **“Master Account”** means the account number allocated to the Unitholder by RCAM, under which the units held by the Unitholder are held and maintained.

“Online Facility” means the facility provided by RCAM to the Unitholder of undertaking various types of transactions including subscription / redemptions of units of various schemes of the Fund and various other services / facilities of non-commercial in nature, through its Website on the internet;

“PIN Facility” means the facility being offered by RCAM to the Unitholder whereby the Unitholder can gain access to and / or undertake various types of commercial transactions including subscription / redemptions of units of various schemes of the Fund and various other services / facilities of non-commercial in nature, through the Online Facility or the Call Center Facility, using the Personal Identification Number issued by RCAM to the Unitholder or through such other authentication means, as may be specified by RCAM from time to time.

“Unitholder” means a person which holds unit(s) in any of the scheme(s) of Reliance Mutual Fund.

“Website” shall mean the website(s) of RCAM hosted on various domains including but not limiting to www.reliancemutual.com, www.reliancemf.com, <http://m.reliancemf.com> or such other website(s) as may be specified / notified by RCAM from time to time.

2. TERMS OF SERVICES

The Unitholder hereby authorises RCAM to extend the PIN Facility for the Designated Account(s) of the Unitholder and irrevocably authorises RCAM to act upon any electronic or telephonic instructions received by RCAM, in respect of the Designated Account(s), through the use of the PIN Facility, in connection with the online transactions, including undertaking any commercial or non commercial transactions in respect of the Designated Account(s) through Website or over telephone through the call centre, and as may be permitted by RCAM under the PIN Facility from time to time and the Unitholder hereby agrees and consents that all acts done by RCAM on the basis of such instructions received by RCAM shall be irrevocably binding upon the Unitholder.

Usage of, or subscription to, the said PIN 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 various other modes as well.

RCAM shall not be responsible for any errors in the process of conducting any transaction using the Online Facility or the Call Center Facility or for error or failure of the transaction over internet / telephone due to any network problems. The Unitholder shall make only one application for each transaction, either in physical or electronic form using the Online Facility / the Call Center Facility.

3. PROCEDURE

A Unitholder registering for the Online Facility / Call Center Facility shall be issued a PIN against each Folio Number, subject to necessary verification / validation processes / procedures as may be prescribed by RCAM from time to time. A Unitholder having multiple Folios with the Fund shall be issued a separate PIN for each Folio Number.

If a Folio Number is held by more than one Unitholder, separate PINs shall be issued to the each joint Unitholder under the Folio Number. If the basis for undertaking the transactions in the Folio Number is *“joint”*, PIN of each joint Unitholder will be required to be entered for undertaking any transaction. If the basis for undertaking any transaction in the Folio Number is *“anyone or*

survivor", PIN of any one joint Unitholder will be sufficient for undertaking any transaction in such Folio Number.

The Unitholder agrees that pursuant to these Terms and Conditions, RCAM will dispatch the PIN allotted to the Unitholder(s), by courier or post or through such other mean(s) as may be deemed appropriate by RCAM, entirely and solely at the risk of the Unitholder(s). An email will be sent on the registered email-id within 7 working days.

The Unitholder(s) will be responsible to confirm receipt of the PIN to RCAM and forthwith notify RCAM, in the event of any evidence of tampering with the PIN in the course of post, or non-receipt of the PIN, as the case may be. In any such event or in the event of loss of PIN by the Unitholder or due to Unitholder having forgotten the PIN, a request for issuance of a duplicate PIN shall be considered only on receipt of a request from the Unitholder(s), subject to necessary verification / validation processes / procedures as may be prescribed by RCAM from time to time.

The Unitholder shall use the PIN at the time of first logging in on the Website with his email id (as registered with RCAM) (hereinafter referred to as "Username") and will himself generate his password, with which he will log in the Website and shall keep the PIN, Username and password confidential at all times. The Unitholder shall use the PIN to carry out various transactions, using the services provided by RCAM, through the Website as well as through telephone by calling the Call Center Facility, in respect of his Folio Numbers. After the first logging, the Unitholder can access his Folio Number by entering his Username and password on the Website / Telephone and carry out the transaction thereafter by using his PIN.

Upon receipt of the PIN from RCAM, the Unitholder shall have a facility / choice to change the PIN allotted by RCAM to a PIN of his choice.

It shall be the sole responsibility of the Unitholder to ensure adequate protection, confidentiality and secrecy of the Username and password as well as the PIN and any disclosure thereof to any other person shall be entirely at the Unitholder's sole risk. RCAM neither accepts nor shall be liable for any loss, damage or harm that the Unitholder may suffer and it does not accept any kind of responsibility that may arise out of the loss / disclosure of the Username, password and the PIN of the Unitholder.

4. SERVICES AVAILABLE:

The Unitholder may avail the following services using the PIN Facility, after entering the Username and password and the PIN, as and when required,

- Subscription and Additional Subscription to various schemes of the Fund, including any new Schemes launched by the Fund from time to time and which are tagged with the existing Schemes by the Fund for the purpose of conducting such online transactions.
- Switching units from one scheme to another.
- Redemption of units.
- Change of PIN & Password
- Viewing Portfolio and Transaction history
- Printing of Account Statements, including facility to request for email / Fax back thereof.
- Systematic Transfer Plan
- Systematic Withdrawal Plan
- Account Balance & Current Portfolio Value
- Details of last 5 transactions
- Changing Unitholder's PIN

The Unitholder hereby agrees and confirms that the list of services mentioned hereinabove is only indicative in nature, and RCAM may introduce or withdraw any services at any time, with or without notice to the Unitholder, as it may deem fit in its absolute discretion. As and when any new service(s) are introduced by RCAM, the Unitholder shall be entitled to and can use the PIN Facility to access and avail of any such services through the Website or by telephone through the Call Center.

The Unitholder shall be required to furnish his Username, password, PIN and various other transaction specific details before any transaction request is accepted by RCAM.

RCAM may, at its absolute discretion and in the interest of the Unitholder, request a fax confirmation of the instructions and any additional information as it may require. In such an event, RCAM shall not be bound to act on request received by it from the Unitholder until the aforesaid fax confirmation and additional information is received from the Unitholder, in a form and manner acceptable to RCAM.

RCAM may at any time, in its sole and absolute discretion, decide not to act on any transaction request of the Unitholder, where it 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 reason to believe that the same is in contravention of any statute/laws in India and cannot be put into effect.

RCAM shall make efforts to keep the Website updated so as to provide most current information to the Unitholder. The Unitholder acknowledges that the look and feel of the web screen and output(s) there from may differ based on the nature of the software used by the Unitholder to access the Website.

RCAM shall make efforts to protect security and privacy of the data provided by the Unitholder(s) in accordance with its privacy policy.

RCAM may at any time, in its sole and absolute discretion, amend or supplement any of the terms and conditions contained herein and will endeavor to give prior notice of the same to the Unitholder on the Website / through email / through any other means deemed appropriate by RCAM, wherever feasible. The Unitholder agrees to be bound by such amendment(s) or supplement(s), as and when made by RCAM.

5. RCAM DISCLAIMERS:

RMF/ RCAM shall not be liable, in any manner whatsoever, for any direct, indirect, incidental, special or consequential damages arising out of or in any way connected with the availing of the Online Facility / Call Center Facility using the PIN Facility or the usage of the PIN or due to the delay or inability to use the PIN Facility, or otherwise arising out of the use of the PIN Facility.

To the maximum extent permitted by applicable law, RCAM disclaims all warranties, express or implied, including but not limited to implied warranties and representations.

Further, RCAM does not undertake any liability whatsoever, in contract or tort (including liability for negligence) or otherwise, towards and / or for the acts or omissions of any third party equipment and service providers or for faults or failures of such third party provider's, equipment and/or services.

Without prejudice to any other provisions of these Terms and Conditions, RCAM shall not be liable for any loss or damage whatsoever caused arising directly or indirectly in connection with availing the services using the PIN Facility and/or these Terms and Conditions, including without limitation any:

- (a) Loss of data;
- (b) Interruption or stoppage to the Unitholder's access to and/or use of the Call Center

RCAM shall not be responsible for any failure on part of the Unitholder to utilize the PIN Facility, including but not limiting to, due to the Unitholder not being within the geographical limits within which the PIN Facility is offered.

RCAM has the absolute discretion to withdraw / amend any of the services provided, or amend or supplement any of the above terms and conditions at any time without prior notice or any intimation to the Unit holder.

6. UNITHOLDER'S COVENANTS AND UNDERTAKINGS:

Unit holder hereby agrees to fully indemnify and hold RCAM, its officers, employees, successors and assigns indemnified and harmless against any action, suit, proceedings, demand and claims, of whatsoever nature, initiated against it or any loss, cost, charge or damage incurred by it as a result of usage of Online Facility and / or Call Center Facility using the PIN Facility or the PIN by the Unitholder. Further, neither the Fund nor RCAM shall be liable at all for any misuse, if any, of any data of the Unitholder.

The Unitholder hereby agrees that access of any facility by use of the PIN Facility will be deemed acceptance by the Unitholder of the all terms and conditions, including any modifications / variations thereof, as posted on the Website and the Unitholder unequivocally agrees to be bound by such terms and conditions.

The Unitholder agrees and authorises RCAM to execute, comply with all or any instruction(s) given to RCAM through the PIN Facility, either through the Online Facility or through the Call Center Facility. Any instruction given to RCAM through the PIN Facility shall be deemed to have been given by the Unitholder/s to RCAM and RCAM shall be entitled to assume that the said instructions are given by the Unitholder/s and RCAM shall at all time be protected from acting thereon. The Unitholder agrees that if any unauthorized person gains access to the Unitholder's PIN, Username or password and issues any instructions to RCAM using the PIN Facility and RCAM accordingly acts thereon, the Unitholder agrees to indemnify and keep indemnified, at all times, RCAM, its officers, employees, successors and assigns from and against all actions, proceedings, claims and demands of whatsoever nature, for or on account of or in relation to any unauthorized use of the PIN, Username, password, PIN Facility and from and against all damages, costs, charges and expenses in respect thereof.

It shall be the sole responsibility of the Unitholder to ensure adequate protection, confidentiality and secrecy of the PIN, Username and password and all of its personal information and any disclosure thereof to any other person shall be entirely at the sole risk of the Unitholder. The Unitholder shall take all possible care to prevent discovery of the PIN, Username and password and all of its personal information by any other person. RCAM does not accept any kind of responsibility or liability for any loss, damage or harm that the Unitholder might suffer in such cases. The Unitholder must change his PIN and password after the disclosure of the same to any third party. The PIN, Username and password shall be kept secret/ safe and the Unitholder shall ensure that the joint Unitholders do not disclose their PIN, Username or password to any unauthorized person(s).

RCAM should be immediately notified, if a record of the PIN, Username or password, is lost or stolen or if the Unitholder is aware or suspects that any unauthorized person has come to know of or has used his PIN, Username or password. Upon receiving a written request from the Unitholder in such an event, RCAM will cancel / block the PIN, Username or password and arrange to generate and issue a new PIN, in the interest of the Unitholder.

The Unitholder hereby absolves RCAM, its officers, directors, agents, employees, etc from any liability, of whatsoever nature, against misuse of the PIN, Username or password. Further, RCAM shall never be liable for any misuse of any data placed on the Website or communicated through the Call Center, by third party activities like hacking or unauthorized accessing the server. RCAM will not be liable for any failure to act upon instructions or to provide any facility for any cause that is beyond RCAM's control.

The Unitholder hereby takes responsibility for all the transactions undertaken by using the PIN Facility and will abide by the record of the transactions generated by RCAM. Further such records generated by RCAM shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings.

The Unitholder shall be fully liable to RCAM for every transaction entered into using the PIN Facility, whether with or without the knowledge of the Unitholder. In no event will RCAM be liable to the Unitholder for any special, direct, indirect, consequential or incidental loss or damages even if the Unitholder has advised RCAM of such possibility.

The Unitholder shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the PIN Facility, their transactions and bank accounts, and RCAM shall not be liable of any such unauthorized access and protection of his computer against any computer virus.

The Unitholder 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 RMF and the SEBI.

RCAM may not acknowledge receipt of any instructions nor shall be responsible to verify any instructions. RCAM 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, RCAM may execute the instructions in the way as it may, in its sole judgment decide. The Unitholder agrees that the use of the PIN Facility is prone to risk of any loss of or interception of information over internet / telephone, notwithstanding the secure method of transmitting information adopted by RCAM, and that such a risk will be borne by the Unitholder and that RCAM shall not be liable for the same.

RCAM, alongwith its directors, employees, agents, executors, successors and assigns shall not be liable for any damages or injuries arising out of or in connection with the use of the Online Facility and Call Centre Facility 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, computer failure or malfunctioning, or interruption of business; error, omission, interruption, 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.

All records of RCAM, whether in electronic form, magnetic medium, documents or any other with respect to instructions received pursuant to the use of the PIN Facility or instructions received through use of the PIN Facility shall be conclusive evidence of such instructions and shall be binding on the Unitholder.

In case of any discrepancy in the details of any transaction carried out in respect of the Unitholders' account, the Unitholder shall intimate the RCAM within ten days of receipt of the statement of account or information thereof, failing which the transaction will be deemed to be correct and accepted by the Unitholder.

7. NO WAIVER

No forbearance, delay or failure on part of RCAM to exercise any power or right shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

8. DISCLAIMER:

The Scheme Information Documents ("SID") made available by RCAM set forth concisely, the information about the Schemes that an investor should know before investing. The particulars of the Schemes have been prepared in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 as amended till date and filed with Securities and Exchange Board of India ("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 SID. The SIDs shall remain effective till a "Material Change" (other than a change in the fundamental attributes and within the purview of the SIDs) occurs and thereafter the changes shall be filed with the SEBI and circulated to the Unitholders alongwith the quarterly / half-yearly reports. All Unitholders using the Online Facility / Call Center Facility are notified that any information made available by RCAM should be used in conjunction with traditional investment techniques, which may include obtaining applicable legal, accounting, tax or other professional advice or services. RCAM excludes any liability arising out of any omissions, errors or investment consequences arising from the use of the PIN Facility on the Website by any Unitholder.

9. CONFIDENTIALITY

RCAM shall keep the information relating to the transactions of the Unitholder confidential. Provided however that RCAM is entitled to disclose any information or particulars pertaining to the Unitholder to any authority, statutory or otherwise as may be required by law or to its service providers / agents for the discharge of its obligations.

10. PRIVACY

RCAM shall not sell or market any personal information or personalized data of the Unitholder to unaffiliated organizations. RCAM shall maintain the Unitholder's personal information and data according to strict standards of security and confidentiality, in accordance with its privacy policy.

11. TERMINATION

The Unitholder may terminate the PIN Facility by making an application to RCAM in writing and signed by him along with other joint Unitholders and disable the PIN. RCAM shall disable the Username and the PIN provided to the Unitholder (including joint Unitholders) within a period of ten (10) business days from the date of receipt of the said request. RCAM may terminate the PIN Facility of the Unitholder without prior notice on the occurrence of any event, which in the sole opinion of RCAM, may have a material adverse impact (as may be solely determined by RCAM) on the Designated Account or on RCAM / RMF, including but not limited to:

- (a) non-compliance of these Terms and Conditions;
- (b) death, insolvency, bankruptcy or liquidation of the Unitholder(s).
- (c) any other cause arising out of operation of law.
- (d) closing of Unitholder's Designated Account.
- (e) such other reason(s) as RCAM may, in its sole and absolute discretion deem proper.
- (f) receipt of a written application from a joint Unitholder for termination.

12. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are 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 these terms and conditions. All the transactions carried out through the PIN Facility are subject to the terms and conditions of the SID of the relevant schemes of Reliance Mutual Fund, as amended 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 RCAM, 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 provision of the PIN Facility.

13. NOTICE

Any notice, communication or other documents required to be given by either Party to the other under the terms of these Terms and Conditions, 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 following addresses:

- a) If to RCAM:
Reliance Capital Asset Management Limited,
One Indiabulls Centre, Tower 1, 11th & 12th Floor, Jupiter Mill Compound,
841, Senapati Bapat Marg Elphinstone Road, Mumbai-400 013
Telephone: +91 22 30994600,
Fax: + 91 22 30994699

b) If to the Unitholder: At the address of the Unitholder as recorded with RCAM.

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

I HEREBY CONFIRM AND DECLARE THAT I HAVE READ AND UNDERSTOOD THESE 'TERMS AND CONDITIONS FOR TRANSACTING OVER INTERNET & TELEPHONE' AND ALSO THE "DISCLAIMER" AND THE "PRIVACY POLICY" AS POSTED ON THE WEBSITE AND AGREE TO ABIDE BY THE SAME.

Sole / First Unitholder

Second Unitholder

Third Unitholder