

Terms & Conditions

These Terms and Conditions together with the terms and conditions of the respective Scheme Information Document (**SID**) and Statement of Additional Information (**SAI**) shall be applicable to **HDFCFMF eServices**. The word AMC refers to HDFC Asset Management Company Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at "HDFC House", 2nd Floor H. T. Parekh Marg 165-166, Backbay Reclamation, Churchgate, Mumbai – 400 20.

The **HDFCFMF eServices** presently offers include **HDFCFMF InvestOnline (invest without HPIN)**, **HDFCFMF Online**, (with HPIN) **HDFCFMF Mobile**, **eDocs**, **eAlerts** and **ePayouts**

Definitions

- 1.1 **"eAlerts"** refers to the facility whereby the Unitholder can receive account statements on the Mobile phone numbers provided by the Unitholder in HDFCFMF eServices request form and also avail of sms confirmations every time the Unitholder transacts with the AMC/HDFC MF.
- 1.2 **"eDocs"** refers to the facility whereby the Unitholder can receive documents viz. account statements, annual reports and other information by email to the email address provided by the Unitholder in HDFCFMF eService Request Form.
- 1.3 **"ePayouts"** refers to the facility whereby the Unitholder can opt for Reserve Bank of India's National Electronic Fund Transfer (**NEFT**) available with all banks at select branches only for crediting the redemption and dividend payouts directly into the Unitholder's account. If the Unitholder's bank branch is not offering NEFT facility, then redemption/dividend payments will be made by cheques or demand drafts that will be mailed to the Unitholder.
ePayouts also includes RBI's Electronic Clearing Services (**ECS**) available in RBI specified locations only for receiving the payouts directly into the Unitholder's bank account. If the Unitholder is not from RBI specified locations, then the payouts will be made by cheques or demand drafts that will be mailed to the Unitholder.
- 1.4 **"Internet"** refers to the global network of public computers running Internet Protocol (IP). The Internet supports the public 'WWW' and many special-purpose client/server software. It also provides interface for network of computers/mobile phones/other electronic devices which share and exchange information.
- 1.5 **"HPIN"** means HDFCFMF Personal Identification Number i.e., the password given by the AMC to the Unitholder to access **HDFCFMF Online** and/or **HDFCFMF Mobile**.
- 1.6 **"HDFCFMF Online"** refers to a service/facility provided by the AMC that provides access to folio/folio information, purchase/subscription, redemption, switch and other services as may be offered by the AMC from time to time which can be accessed by the investors using HPIN .
- 1.7 **"HDFCFMF InvestOnline"** refers to the facility of purchase/subscription of the Units of the Scheme by existing unitholder by subscribing/purchasing Units of the Scheme through online application form and making payment of the purchase consideration through the netbanking facility attached to the online facility.
- 1.8 **HDFCFMF Mobile** refers to a service/facility provided by the AMC that provides access to folio/folio information, redemption, switch and other services as may be offered by the AMC from time to time through Mobile phones;
- 1.9 **"Mobile phones"** refers to the handset together with requisite accessories, equipment attachments and other software that may be owned / possessed by the cellular service subscriber.
- 1.10 **"Unitholder"** refers to any person who has an existing folio and who has been authorised by the AMC to avail of the facilities of **HDFCFMF Online**, **HDFCFMF Mobile**, **eAlerts**, **eDocs** and/or **ePayouts**.
- 1.11 **"Software"** refers to and includes such software/browsers as may be advised by the AMC from time to time for accessing **HDFCFMF Online**, **HDFCFMF InvestOnline** and **HDFCFMF Mobile**.
- 1.12 **"Transaction"** refers to purchase/subscription of the Units of the Scheme by the investor through **HDFCFMF InvestOnline**, **HDFCFMF Mobile** and **HDFCFMF Online**.
- 1.13 **"Website"** refers to www.hdfcfund.com.

Unless the context otherwise requires, references to the singular includes the plural and vice versa and references to any gender includes a reference to all gender. References to statutes, rules and regulations shall include amendments made from time to time.

2. TERMS AND CONDITIONS APPLICABLE FOR HDFCFMF eServices

A HDFCFMF InvestOnline :

- (i) I confirm that I have read and understood the terms and conditions detailed in the SID/SAI/KIM of the respective Scheme(s) and that I am eligible to make investments in the Unit of the Scheme and I hereby confirm that I will comply with the terms and conditions for Know Your Customer(KYC) and Restrictions on Acceptance of Third Party payments for subscription of units;
- (ii) I confirm that the data/information provided by me while filling up the online application form are true and correct. I acknowledge that the responsibility of the information provided in the online application form solely rests with me and the AMC/HDFC MF/Authorised Registrar will not be responsible or liable for any loss, claims, liability that may arise on account of any incorrect and/or erroneous data/information supplied by me in the electronic application form;
- (iii) I hereby confirm that the payment for subscription /purchase of the units of the Schemes shall be made from own bank saving account(s) and that the payment is in compliance with the provisions detailed under "Restrictions on Acceptance of Third Party payments for subscription of units in the SID/SAI;
- (iv) I understand and agree that my application will be processed at the applicable NAV subject to realization/utilization of clear funds and acceptance of Transaction by the AMC/Authorised Registrar in terms of the SID/SAI and that the electronic time stamping by the AMC/HDFC MF on the Transaction request received through **HDFCFMF InvestOnline** shall be deemed to be the time stamping in accordance with SEBI Regulations. The time and date recorded in the AMC server will be treated as the time and date for the submission of the online application (electronic application);
- (v) I agree and confirm that if at any stage it is found by the AMC/Authorised Registrar that the information provided by me is incorrect/false/erroneous, the AMC/Authorised Registrar may at its sole discretion reject allotment of Unit and such decision shall be final and binding on me.

B) HDFCFMOnline / HDFCFMMobile

- (i) I agree that in case of 'Single' holding folio, **HDFCFMOnline** and/or **HDFCFMMobile** will be offered by the AMC to the sole Unitholder. In case the mode of holding is 'Anyone or Survivor' or 'Joint', the AMC shall offer the facilities of **HDFCFMOnline**, **HDFCFMMobile**, in favour of the first holder mentioned in the folio. In case the Unitholder is a 'minor', the legal/natural guardian shall be eligible to avail of the facilities of **HDFCFMOnline**, **HDFCFMMobile**, till the minor attains majority. The natural/legal guardian of the minor hereby agrees to submit such details as may be specified by the AMC from time to time. In case the Unitholder is a non-individual, the authorised signatories, as may be mentioned in the initial application form at the time of subscription of Units or any subsequent list of authorised signatories that might have been furnished by such Unitholder to the AMC, may designate an individual as the authorised person to transact on behalf of such Unitholder and such designated person shall submit such details as may be specified by the AMC from time to time.
- (ii) I agree that pursuant to my accepting these Terms and Conditions, the AMC shall dispatch my HPIN either by post or courier or email or any other mode at the discretion of the AMC at the registered address. I agree to preserve my User i.d./HPIN carefully. In case of loss and/or theft of the same I shall immediately inform the AMC in writing.
- (iii) I agree that the AMC will send me communications/letters/HPIN/User i.d. etc. through courier/messenger/mail or through any other mode at its discretion at my risk and consequence. I shall not hold the AMC/Authorised Registrar/HDFCFM liable for any loss or delay arising therefrom.
- (iv) I understand that the AMC would allot me a User ID and a HPIN in the first instance. As a safety measure I am required to change my HPIN at the end of 90 days period i.e after every 90 days.
- (v) I agree that in the absence of any specific request from me for personally collecting the HPIN, the HPIN shall be sent to me by courier at my risk and consequences to the address notified by me for correspondence and registered with the AMC. The AMC shall not be held liable or responsible in any manner whatsoever, if the HPIN falls in the hands of unauthorized person/s. (precautions for sending HPIN)
- (vi) I am aware that the transactions through **HDFCFMOnline** and/or **HDFCFMMobile** can be effected only through the use of HPIN allotted to me by the AMC. I shall not request/demand any evidence or proof for the transactions undertaken through the Internet and the audit trail of the log-in would be conclusive proof to establish that the transactions are bonafide.
- (vii) I agree and confirm to keep the HPIN confidential and not reveal the same to any third party. I agree to commit the HPIN to memory and not record it in a written or electronic form and not let any unauthorized person have access to my computer/mobile or leave the computer/mobile unattended while accessing **HDFCFMOnline** and/or **HDFCFMMobile**. I further agree and understand that in case I forget my HPIN, I can request for change of HPIN and such replacement shall not be construed /deemed as the commencement of a new contract.
- (viii) I agree that for accessing **HDFCFMMobile**, I would be required to download and install the software application as may be specified by the AMC from time to time. For downloading the software application on my Java and GPRS enabled Mobile phone, I confirm that I have entered/will enter into separate terms and conditions/agreement with the service provider of such software application.
- (ix) I agree that I shall not hold the AMC liable or responsible for any loss/damage that may be suffered by me while downloading such Software for accessing **HDFCFMMobile**.

C) ePayouts : In case the mode of holding is 'Anyone or Survivor' or 'Joint', the AMC shall offer the facilities of ePayouts in favour of the first holder mentioned in the folio. I as the first holder hereby confirm that I shall provide correct and accurate details of my bank account viz. name of the bank, account number, MICR code, IFSC code, etc to the AMC/Authorised Registrar. The AMC shall rely on the bank account details provided by me as true and correct and shall credit the payouts due to me directly to the said bank account.

D) eDocs: In case the mode of holding is 'Anyone or Survivor' or 'Joint', the AMC shall offer the facilities of eDocs in favour of the first holder mentioned in the folio. I hereby agree that the AMC shall not be liable/responsible for any losses/damages etc suffered or incurred by me that may arise from the folio/transactions details sent via an email to the email ID provided by me to the AMC.

E) eAlerts: I agree that the AMC shall not be liable/responsible for any losses/damages etc suffered or incurred by me that may arise from the folio/transactions details sent via sms to the mobile number provided by me to the AMC.

3 GENERAL TERMS AND CONDITIONS APPLICABLE TO HDFCFMFeServices

I hereby declare that I have read and understood the terms and conditions of the SID/SAI/KIM and agree to abide by the AMC's Terms and Conditions for services and the rules in force and the changes in Terms and Conditions from time to time relating to the specific **HDFCFMFeServices** availed by me.

- 3.1 I agree that the AMC/HDFCFM has the sole discretion at any time to restrict a particular set/class of investors from purchasing/subscribing/dealing with the AMC/HDFCFM.
- 3.2 All correspondence/communication in respect of my folio(s) will be sent by the AMC/Authorised Registrar at the registered address and/or email address provided by me.
- 3.3 I understand that that if the Unitholder is a minor then **HDFCFMFeServices** can be availed of by his/her parent or by a legal guardian appointed by a court of competent jurisdiction on behalf of the minor. I as the parent/legal guardian shall represent the minor in all transactions of any description until the said minor attains majority. Upon the attaining of majority, my right as the parent/legal guardian to operate the said folio(s) shall cease. I as the parent/legal guardian agree to indemnify the AMC against the claim of the above minor for any transactions made by him on behalf of the minor.
- 3.4 I agree that I shall be liable to pay all charges, fees, interests, and costs wherever applicable, which the AMC in its absolute discretion may levy with respect to **HDFCFMFeServices** offered herein.
- 3.5 I confirm that the AMC shall not be liable for any damages, losses (direct and/or indirect) whatsoever, due to disruption or non-availability of any of the services/facility(s) due to technical fault/error or any failure of the service provider or failure in telecommunication network any error in any software or hardware systems.
- 3.6 I agree that I shall not use or permit the use of the Website, **HDFCFMOnline** and/or **HDFCFMMobile** or any related service for any illegal or improper purposes.
- 3.7 In case of a dispute arising out of these Terms and Conditions or any of the **HDFCFMFeServices** availed of by me, the matter will be settled by arbitration as per the rules of Arbitration and Conciliation Act, 1996. The Managing Director of the AMC or any other person nominated by him will be the sole arbitrator and that the place of arbitration will be Mumbai and the language of arbitration shall be English.
- 3.8 The AMC may offer **HDFCFMFeServices** only to those who have complied with the formalities specified by the AMC. I agree that in order to be eligible for **HDFCFMFeServices**, I would need to be a current Internet user or have access to the Internet and have knowledge of how the Internet works. I accept that an application for **HDFCFMFeServices** does not automatically imply acceptance of the same by the AMC.
- 3.9 The AMC reserves the right to decide the type of services/facilities that may be offered on **HDFCFMFeServices** from time to time. The AMC may also make additions/ deletions to the services/facilities offered on **HDFCFMFeServices** at its sole discretion.

Nothing specified in the Terms and Conditions hereinabove shall be considered as solicitation to buy or an offer to sell or recommendation for a security or any other product or service, to any person in any jurisdiction where such solicitation, offer, recommendation, purchase or sale would be unlawful under the laws of that jurisdiction

- 3.10 I understand that the data/information provided by me pursuant to dealing with the AMC/HDFC MF could be shared by the AMC with its authorised agents, representatives, trustees etc.
- 3.11 I hereby consent to the transmission of data viz., folio number, account statement etc by electronic means by the AMC/Authorised Registrar.
- 3.12 I understand that the AMC reserves the right to change these Terms and Conditions or withdraw the **HDFCMFeServices** or any of the services/facility(s) offered under **HDFCMFeServices** at any time without any notice or liability. The usage of the **HDFCMFeServices** or any of the services/facility(s) offered under **HDFCMFeServices** shall be deemed as an acceptance by me of the Terms and Conditions including any amendments from time to time.
- 3.13 I understand that any transaction request by me on a non-business day will be processed on the next business day in accordance with the provisions of respective SID/SAI.
- 3.14 I understand that payment for the transaction request shall be through a payment gateway and the AMC/HDFC MF/Authorised Registrar will not be liable for any failures in the link or for any fraud (either at the payment gateway's end and/or the bank's end) that could take place at the time of making payment and I undertake to inform either the AMC or the Authorised Registrar immediately in case my bank account is debited but corresponding Unit are not allotted to me.
- 3.15 I agree that the Units will be created based on the credit receipt in the AMC's account and not based on the date of debit from my account.
- 3.16 I agree that the AMC may in its absolute discretion and in my interest request a fax/written confirmation signed by me of the electronic instructions and any additional information that the AMC may require. The AMC shall not be bound to act on any electronic instructions received until such fax confirmation and additional information in a form and manner acceptable to the AMC is received. However, the AMC shall have no obligation to check or verify the authenticity or accuracy of the fax confirmations purporting to have been sent by the Unitholder and may act thereon as if the same had been duly given.
- 3.17 I understand that there will be no obligation on the AMC to support all the versions of any software. I agree that I shall be responsible for upgrading my software, hardware and the operating system at my cost from time to time so as to be compatible with that of the AMC. The AMC shall be at liberty to change, vary or upgrade its software, hardware, operating systems etc from time to time and shall be under no obligation to support the software, hardware, operating systems
- 3.18 I hereby confirm and acknowledge and also undertake that whilst transacting on **HDFCMFInvestOnline**, **HDFCMFOnline** and **HDFCMFMobile**, I shall make the payment from my own Bank account and that the payment for subscription made by me is through legitimate sources only and is in compliance with the provisions under `Restrictions on Acceptance of Third Party payments for subscription of units;
- 3.19 I hereby acknowledge that I am using **HDFCMFInvestOnline**, **HDFCMFOnline** and **HDFCMFMobile** at my sole risk. These risks would inter alia include the following:
- Internet Frauds: The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect the electronic instructions to the AMC. Whilst the AMC shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect the electronic instructions to the AMC.
 - Technology Risks: The technology for enabling **HDFCMFInvestOnline**, **HDFCMFOnline** and/or **HDFCMFMobile** provided by the AMC could be affected by virus or other malicious, destructive or corrupting code, programme or macro or any other reasons not attributable to the AMC. It may also be possible that the site of the AMC may require maintenance and during such times it may not be possible to process the request of the investor/Unitholder. This could result in delays in the processing of instructions or failure in processing of instructions and other such failures and inability. I understand that the AMC disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability of the AMC to honor any Investor instruction for whatsoever reason. I accept that the AMC shall not be responsible for any of the aforesaid risks. I also accept that the AMC shall disclaim all liability in respect of the said risks. Misuse of HPIN in case of **HDFCMFOnline** and **HDFCMFMobile**:
- I acknowledge that if any third person obtains access to my/our HPIN, such third party would be able to transact/provide electronic instructions to the AMC. Whilst the AMC shall aim to provide security to prevent any unauthorized access, there cannot be any guarantee from such Internet frauds, hacking and other actions, which could affect the electronic instructions to the AMC.
- 3.20 I hereby agree to indemnify the AMC for all liabilities, losses, damages and expenses which the AMC may sustain or incur either directly or indirectly as a result of:
- Providing **HDFCMFeServices** that enable the investor to give electronic instructions to the AMC or by reasons of the AMC in good faith taking or refusing to take any action on the electronic instructions received from the investor/Unitholder;
 - Fraud or dishonesty relating to any instruction by the investor/Unitholder;
 - Non-compliance with the terms and conditions set out herein;
 - Incorrect/erroneous information provided by me whilst filling up the Online Application form;
 - Negligence or mistake or misconduct of the investor/Unitholder;
 - Any information given out by the Software system being inaccurate/incorrect; for and against all losses, damages and/or claims that may be caused or suffered by the AMC as a consequence of breach of any of the above-mentioned Terms and Conditions.

4. ACCURACY OF INFORMATION

I agree that if I notice any error in the account information/statement supplied to me through **HDFCMFOnline** and/or **HDFCMFMobile** or by the use of **HDFCMFeServices**, I shall advise the AMC of the same as soon as possible. The AMC shall endeavour to correct the error. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the AMC. While the AMC will take all reasonable steps to ensure the accuracy of the statement, the AMC is not liable for any error. I agree that I shall hold the AMC harmless against any loss, damages etc that may be incurred /suffered by me, if the information contained in the above said outputs turn out to be inaccurate/incorrect.

5. LIABILITY

I agree that I shall be liable for the losses/consequences arising from any unauthorized transactions through **HDFCMFInvestOnline**, and Conditions herein or caused the loss by negligent actions such as the following:

- Keeping a written or electronic record of HPIN;
- Disclosing or failing to take all reasonable steps to prevent disclosure of the HPIN to anyone and/or failing to advise the AMC of such disclosure within reasonable time;
- Not advising the AMC within a reasonable time about unauthorized access to or erroneous transactions in his account;

The AMC shall under no circumstances be held liable to the investor/Unitholder if **HDFCMFInvestOnline**, **HDFCMFOnline** and/or **HDFCMFMobile** is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the AMC. The AMC shall under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss or ant character or nature whatsoever and whether sustained by me or any other reason.

6. DISCLOSURE OF PERSONAL INFORMATION

I agree that the AMC may disclose in strict confidence to other institutions my personal information as may be reasonably necessary for reasons inclusive of but not limited to the following:

- (a) In compliance with legal directive
- (b) For fraud prevention purposes
- (c) Statutory reporting, etc.

7. PROPRIETARY RIGHTS

I acknowledge that the software underlying **HDFCFMInvestOnline**, **HDFCFMOnline** and/or **HDFCFMMobile** as well as other Internet related software which are required for accessing **HDFCFMInvestOnline**, **HDFCFMOnline** and/or **HDFCFMMobile** are the legal property of the AMC/respective vendors. The permission given by the AMC to access **HDFCFMInvestOnline**, **HDFCFMOnline** and/or **HDFCFMMobile** will not convey any proprietary or ownership rights in the above software. I agree that I shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying **HDFCFMInvestOnline**, **HDFCFMOnline** or **HDFCFMMobile** or create any derivative product based on the software. I further agree not to use the name, logo or mark of the AMC/HDFC Mutual Fund (or any logo or mark similar thereto), and any related patent, trademarks and service marks applications, design rights, copyrights, and all or any similar or equivalent rights arising or subsisting in any country in the world.

8. NON-TRANSFERABILITY

The grant of the facility of **HDFCFMFeServices** to me is not transferable/assignable under any circumstances and shall be used only by me.

9. GOVERNING LAW

These Terms and Conditions and/or the use of the services/facilities provided through **HDFCFMFeServices** shall be governed by the laws of the Republic of India. The investor/Unitholder and the AMC agree to submit to the exclusive jurisdiction of the courts in Mumbai as regards any claims or matters arising under these Terms and Conditions. The AMC accepts no liability whatsoever, direct or indirect, for non-compliance with the laws if any country other than the Republic of India. The mere fact that **HDFCFMInvestOnline**, **HDFCFMOnline** and/or **HDFCFMMobile** can be accessed through Internet by an investor/Unit holder in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the use of **HDFCFMInvestOnline**, **HDFCFMOnline** and/or **HDFCFMMobile**.

10. GENERAL

The clause heading in these Terms and Conditions are only for the sake of convenience and do not effect the meaning of the relative clause. The AMC however is at liberty to subcontract and employ agents to carry out its obligations under these Terms and Conditions. Words and expressions not defined herein but defined in the Scheme Information Document, Statement of Additional Information and/or Key Information Memorandum of the relevant Scheme shall have the same meanings respectively assigned to them in such SID/SAI and/or KIM. These terms and conditions are subject to Securities and Exchange Board of India (Mutual Funds), Regulations, 1996 and circulars, guidelines / notification 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 the provisions of **HDFCFMFeServices**.