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# TERMS OF SERVICE

## A DEFINITIONS

- 1 "MFUI" means and represents MF Utilities India Pvt Ltd, a private limited company incorporated under the Companies Act, 1956. The MFUI is providing a "Common Request Submission" facility to enable Mutual Fund distributors and Financial Advisors to submit "Requests" of their investors in various schemes of the participating Mutual Funds.
- 2 "Request" of/from Investors would mean Purchase, Redemption, Switch, Systematic Registrations, Non-Commercial Transactions etc.,
- 3 "MFUI Portal" means [www.mfuonline.com](http://www.mfuonline.com) or such other domain name as may be decided by MFUI from time to time. The term "MFUI Portal" and "Application" are used interchangeably.
- 4 "Service" would mean and include the facility provided to the User through the MFUI Portal for maintaining their branch masters, branch Users and User access controls, "Request" data capturing / uploading / downloading facilities, banking facilities, reporting facilities, scanning facilities, mail-back facilities etc.,
- 5 "User" in this context means the distributor, as an Individual or an Entity, who signs-up with MFUI for availing the above mentioned "Service" from MFUI.
- 6 "User Employee" in this context means a person employed and authorized by the User to access the MFUI Portal to perform the activities related to the "Service" offered by MFUI.
- 7 "Content" means and includes, but not limited to, any information captured, uploaded or deleted by the User or its authorized User Employee on the MFUI Portal.

## B GENERAL

- 1 MFUI provides the Distributor ("User") access to the MFUI Portal to facilitate submission of the "Requests" of its customers/investors subject to the following Terms of Service (TOS), which may be updated by MFUI from time to time by publication in the MFUI Portal and will deem to have taken effect from the date of implementation of the change, with no necessity of individual notice to the User. All such amended guidelines or rules are hereby incorporated by reference into this TOS. The Service includes all the activities as stated in the User Manual (including the "Service Levels") as published in the MFUI Portal, which may be updated by MFUI from time to time and will deem to have taken effect from the date of implementation of the change with no necessity of individual notice to the User.
- 2 The User understands and agrees that the Service is provided "AS-IS" and that MFUI assumes no responsibility or liability for the timeliness, completeness, uptime, deletion or failure to store any user input data or settings. These TOS apply only to the Service and do not apply to other services if any, hosted by MFUI.

## C REGISTRATION

- 1 Application for registration would be approved by MFUI subject to the User providing all required information and the User shall be mapped to a specific category at the discretion of MFUI. Post registration and sign-up, the User shall be provided with a User ID as may be needed for the purpose chosen by the User.
- 2 For Users who have chosen the Option II under Section 3, the User can create further User IDs for his/their employees who will in turn access MFUI Portal to input "Requests" received by them at their offices. Such creation of further User IDs will be subject to the Terms and Conditions of User creation.
- 3 User and the User authorized employees are responsible for maintaining the confidentiality of the User IDs and passwords, and are fully responsible for all activities that occur under all the User IDs created by the User.

## D USAGE FOR OWN PURPOSES

- 1 The User shall use the Service strictly for submitting "Requests" of his own clients in respect of which he is entitled to receive brokerage and commission in terms of the distribution agreement with the related Mutual Fund or to submit "Requests" where they have a specific request or authority from the investor to do so. The User confirms that each such investor has consented or has not provided any negative consent on disclosing of all transaction and master data of the investor by MFUI to the User and User shall indemnify MFUI and the related AMC against any claims on this account. The User agrees that MFUI may independently verify the intention of the investor to transact by contacting the investor but shall be under no obligation to do so and shall be entitled to rely on the "Request" placed by the user.
- 2 Notwithstanding the foregoing, it is clarified that the User can input data for investments made under his ARN or under DIRECT mode.

## E ADHERENCE TO USER MANUAL

- 1 The User shall exactly follow the detailed processes/procedures laid in the User Manual which is accessible on the MFUI Portal once the User logs into the same. The User shall be deemed to be bound by the said processes/procedures upon successfully logging into the same. The User shall ensure that all employees for whom User ID has been created by the User shall also follow these processes/procedures.
- 2 The User agrees that the entered data or the "Request" image as scanned by User is being used as base for all processing at MFUI. The User agrees that it will exercise diligence in the process of scanning and will diligently follow processes/procedures set out in the User Manual to verify the integrity of the image vis-à-vis the physical "Request" document. Specifically, User agrees to have adequate controls to ensure that subscription "Requests" and their corresponding payment instruments are correctly paired and no intentional or accidental pairing of a "Request" takes place with an incorrect subscription instrument. The User agrees that one of the reasons for rejection of an uploaded "Request" shall be reasonable ground for suspicion at MFUI of the integrity or quality of a "Request" image or data. The User also agrees that if upon subsequent receipt of the physical "Request" by MFUI or its duly appointed representative for receipt of documents, it is found to be substantially different from the scanned image or entered data, the "Request" will, at the option of MFUI or its duly appointed representative, either be rejected/reversed, or be automatically reprocessed in accordance with the physical original document and all liability and costs shall be borne by User.
- 3 The End of Day process/procedure as set out in the User Manual is an important control measure to ensure that "Requests" are not missed and / or are not double scanned/entered. The User agrees that he shall follow the End of Day process/procedure diligently.
- 4 The physical document related to a "Request" is an important legal document. The User Manual sets out a process/procedure to be followed to send the physical documents to MFUI or its duly appointed representative for receipt of documents. The User specifically agrees that he will remain liable for all consequences of not despatching the physical document in accordance with the laid down process/procedure. MFUI reserves the right to reject / reverse a "Request" in respect of which the original physical document is not received from User in the timeframe and in the manner set out in the User Manual, and all costs on account of such non-adherence shall be to the account of User.

## F CONDITIONS FOR REQUEST SUBMISSION

- 1 The User shall use the Service strictly for submitting "Requests" in specified participating Mutual Funds that have signed up with MFUI. In order to use the Service, the User agrees to obtain access to the Internet, either directly or through devices that access web-based content, and separately pay to respective service provider(s) any service fee as is associated with such access. In addition, the User agrees to obtain/procure at his own cost all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. The list of "Request Types" enabled through the MFUI Portal would be hosted on the MFUI Portal and could be amended by MFUI at any time without any prior notice to the User. Requests submitted by the user on the MFUI Portal could be amended by MFUI or its authorized agent in line with the Original transaction document or the scanned image at any time without prior notice to the User.
- 2 The User understands that further processing of the "Request" is based on the scanned image and therefore the quality of the image is maintained at all times.

## G REQUEST VALIDATION

- 1 The User understands that a "Request" submitted via MFUI Portal is only a request for a transaction, and that MFUI will apply business rules agreed with respective AMCs as well as business rules generally in use to determine the validity of the Request and to either accept or reject the same. The standard list of rejection reasons would be available on the MFUI Portal. MFUI can amend the said list any time without giving any prior notice. Further a "Request" accepted by MFUI prima-facie may be rejected by the respective AMC or its RTA for any reason and MFUI shall not have any liability on this account. Further, in case a "Request" is rejected, the User shall intimate the investor of such rejection.
- 2 MFUI will accept "Requests" solely in accordance with procedure and service standards agreed with respective AMCs in respect of whose Mutual Fund scheme the "Request" is related.

## H TIME-STAMP RULES

- 1 Each "Request" scanned and data-captured in MFUI Portal, will be electronically time-stamped with the time at which the User clicks on the "Submit to POS" button.
- 2 The User shall not be able to click the "Submit to POS" button unless there is a scanned image for the "Request" captured by the User. Once the User clicks the "Submit to POS" button, NO modifications or re-scanning will be permitted.

## I INFRASTRUCTURE

- 1 The User, in order to use the MFUI Portal, agrees to obtain access to the Internet, either directly or through devices that access web-based content, and separately pay to respective service provider(s) any service fees associated with such access. In addition, the User agrees to obtain/procure at his own cost all equipment necessary to make such connection to the Internet and use the Service, including a computer, scanner and modem or other access device.
- 2 The User states that his own network is interconnected to the Internet and to other Private Networks. The User confirms that all such points of interconnection are protected with Firewall, Intrusion Detection and other means of Access Control, which in their opinion are adequate and capable of protecting the network against unauthorized access.
- 3 The User confirms that Virus Detection and Control measures are in effect throughout their network and in particular, in the machines that will be used to access the MFUI Portal, and that the same will be kept current and will not be removed.
- 4 The User agrees that should unauthorized access take place into their network, they will immediately notify MFUI of such unauthorized access.
- 5 The User undertakes to deactivate the user-IDs created, immediately post resignation / termination of services of the User employees. In case, such a person, who is no more an employee of the User, uses / misuses the User IDs, any cost and consequences thereto, will be borne by the User.

## J ACCESS NON-EXCLUSIVE & NON – TRANSFERABLE

- 1 The User agrees that their access to the MFUI Portal is non-exclusive and non-transferable on an as-is where-is basis, hosted on a Web Server at MFUI, and which Portal shall be designed to reasonably meet the business requirements of User.
- 2 The User agrees that in utilizing the access to the MFUI Portal, they will conform to the instructions contained in User Manual, will follow product licensing norms and conform to MFUI's IT Security Policy as published in the MFUI Portal from time to time. The User should ensure that he creates a separate user-id for every individual requiring access and obtains written requests in formats as specified in the User Manual for creation/modification/deletion of users.
- 3 The User agrees that all "Requests" submitted by a User or User authorised user employee shall be final and not be disputed by User so long as MFUI is able to provide electronic logs evidencing the Request submission.

## K OTHER USAGE CONDITIONS

- 1 The User agrees that User and User authorised user employees shall make no attempts to exceed the privileges provided to them, and shall make no attempts, directly or indirectly, to reverse engineer, copy or decompile the Application. The User agrees that User and User authorised user employees shall report to MFUI any bugs, errors and failures observed in the Application so that the same may be rectified at the earliest.
- 2 User agrees to not use the Service to:

- a. Upload, edit, post, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - b. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- 3 The User acknowledges and agrees that MFUI may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
- a. Comply with legal process
  - b. Enforce the TOS
- L CONFIDENTIALITY**
- 1 The User agrees that User and User authorised user employees shall keep confidential all information about the Application, data and other technical details that were disclosed and will in future be disclosed by MFUI to User in order to establish the access to the MFUI Portal.
  - 2 The User agrees to ensure that its employees respect the confidentiality obligations imposed by these terms, maintain security of passwords, and that it shall maintain adequate internal authorization procedures for transactions that the User nominated users may effect using the Application.
- M INTELLECTUAL PROPERTY & DATA SECURITY**
- 1 The User agrees that the Intellectual Property contained in the Application, including but not limited to the underlying database structure, the User manual of Service processes/procedures, the application web-help document, the look and feel of the screens, the reports, reconciliation reports, the banking and reporting process, the unique investor statements etc., belongs to MFUI and the User shall not dispute the same at any time. The User agrees that its Directors, officers and employees and whoever was in the know shall not disclose or pass on the same to any other entity or individual or use the same to their own advantage to set up a similar or competing system and this clause shall survive the termination of access and usage.
  - 2 The User agrees that, in the interest of data security, should MFUI observe or apprehend a risk of unauthorized access, MFUI may, at its sole discretion, terminate access to MFUI Portal with/without notice to User.
- N SURVIVAL OF CLAUSES**
- 1 The clauses on Confidentiality and Intellectual Property shall survive the termination of access and usage.
  - 2 The access control measures and virus detection measures in place at User end and at MFUI Portal are adequate to the best of respective parties' knowledge. However, both parties acknowledge that access control cannot be totally guaranteed, and that should any unauthorized access occur into either network, no liability of any sort shall result to the other.
- O TERMINATION/SUSPENSION OF ACCESS**
- 1 Access and usage may be terminated at any time by either side with notice of one month provided in writing by the signatory by designation subject to other terms.
  - 2 In the interest of the participating Mutual Fund AMCs, access and usage may be suspended or terminated by MFUI at any time, or access suspended for the User or for one or all User authorised User Employee if, in the opinion of MFUI, processes/procedures laid in the User Manual are not being followed by User and the User has not corrected the same within 7 days of written notice delivered to the User's contact address. In such an event the User shall return all documentation such as User Manual back to MFUI. MFUI or AMC shall not be liable for any losses or claims on account of such termination or suspension.
  - 3 In the interest of the participating Mutual Fund AMCs, access and usage may be terminated by MFUI at any time without notice, if MFUI suspects or notices fraudulent intentions on the part of any access point and the User or User authorised user employee. This would include an unusual percentage of erroneous transactions, high percentage of refusals due to incorrect, altered or delayed transaction documents, high number of complaints from the User's customers etc.
  - 4 The User agrees that MFUI, at its sole discretion, may terminate the User or User authorised user employee password, account (or any part thereof) or use of the Service, and remove and discard the Service, for any reason, including, without limitation, for lack of payments for the Service or if MFUI believes that the User or User authorised user employee have violated or acted inconsistently with the letter or spirit of the TOS. MFUI may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. The User agrees that any termination of access to the Service under any provision of this TOS may be effected without prior notice, and acknowledges and agrees that MFUI may immediately deactivate or delete User account and all related information and files in User account and/or bar any further access to such files or the Service. Further, User agrees that MFUI shall not be liable to User or any third-party for any termination of User access to the Service. The User shall destroy the Passwords in the event of the termination of the Service.
- P MFUI's RIGHT TO VERIFY**
- MFUI reserves the right to verify the adherence of the User to these terms, either via own employees or via an audit or consulting or professional firm.
- Q APPLICATION PROVIDED ON BEST EFFORT BASIS**
- The User agrees that the Application is being provided by MFUI on a best effort basis, and that there is dependency on the services provided by various third parties such as telecom and Internet Service Providers over whose actions MFUI has no control, and if the User or the User authorised user employee are unable to access the MFUI Portal at any point in time, MFUI will not be liable for any loss suffered by the User directly or indirectly and that in such event the User shall revert to submitting transactions at the nearest POS Agency.
- R NO MISUSE OF THE APPLICATION**
- 1 The User understands that he would be allowed access only to the transactional level details which are carried out through his user ID or ARN. Any investor related data request (like account statement, portfolio statement, capital gain statement etc..) could be made through the MFUI Portal by the User and the same would be emailed directly to the registered email address of the concerned investor.
  - 2 User indemnifies MFUI, the AMCs, the Mutual Funds, its Trust and all the relevant stakeholders and shall not hold them responsible for any misuse on this account. Any or all claims by the end investor on this account shall be fully borne and dealt with by the User.
  - 3 The User hereby agrees and knows that the statements obtained through MFUI Portal provide only indicative valuations of the portfolio and it is not a legal statement from the respective Mutual Funds. The User agrees to explicitly inform the investor of this disclaimer.
- S RIGHT TO MODIFY**
- 1 MFUI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with notice of 15 days, except that where events of force majeure occur, that such notice may not be given. The User agrees that MFUI shall not be liable to User or to any third party for any modification, suspension or discontinuance of the Service.
  - 2 User is fully aware MFUI shall provide support only through its IT helpdesk through a telephone call/ email and shall not visit the User's site for any or all service issues reported by the User.
- T INDEMNIFICATION**
- 1 User agrees to indemnify and hold MFUI, Mutual Funds, AMCs and their subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of Content, user view, print, submit, post, edit to or transmit through the Service, User's use of the Service, User's connection to the Service, User's violation of the TOS, or User's violation of any rights of another or for any reason, whatsoever.
  - 2 User expressly understands and agrees that Mutual Funds, AMCs or MFUI shall not be liable for any incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if MFUI has been advised of the possibility of such damages), resulting from:
    - i. The use or the inability to use the Service
    - ii. Unauthorized access to or alteration of user transmissions or data
    - iii. Statements or conduct of any third party on the Service; or
    - iv. Any other matter relating to the Service.
- U NOTIFICATION TO MFUI**
- 1 The User shall inform MFUI of any proposed changes in the contact details including telephone numbers, email addresses, mobile numbers etc., and/or addresses of the Registered Offices, Corporate Office or any other office or location within a week after the date of such change.
  - 2 The User shall notify MFUI forthwith:
    - a. In case the User is an individual, in the event of its incapacity to act as such User;
    - b. In case the User is a partnership firm, in the event of its dissolution;
    - c. In case the User is a body corporate when it is being wound up;
    - d. Upon it's becoming aware of the presentation of any petition for its bankruptcy, liquidation or attachment of its property;
    - e. Upon it's becoming aware of any bankruptcy order against it or in the event of any distress, execution or other process being levied or served upon or against its property;
    - f. In the case of any change in its financial conditions which may lead to its bankruptcy or if it suffers a composition with its creditors;
    - g. On the convening of any meeting to consider a resolution for the appointment or purported appointment of a receiver or administrator in respect of any of its property, or any other change in circumstances material to its participation in the Service.
- V MISCELLANEOUS**
- 1 User expressly understands and agrees that:
    - a. Use of the Service is at the sole risk of the User. The Service is provided on an "as is" and "as available" basis. MFUI expressly disclaims all warranties of any kind, whether express or implied,
    - b. MFUI makes no warranty that
      - i. the Service will meet user requirements fully,
      - ii. the Service will be uninterrupted, timely, secure, or error-free,
      - iii. the results that may be obtained from the use of the Service will be accurate or reliable,
      - iv. any errors in the software will be corrected within a specified timeline.
  - 2 If any provision of these terms is held to be unenforceable, such provision shall be limited, modified or severed as necessary to eliminate its unenforceability, and all other provisions shall remain unaffected.
  - 3 Failure or delay by any party in exercising any power, right or privilege hereunder shall not operate as a waiver thereof and waiver by either party of any breach of these terms shall not constitute a waiver of any other or subsequent breach. The rights and remedies herein provided shall be cumulative and exclusive of rights and remedies provided by law.
  - 4 These terms are subject to Indian Law and Courts in Mumbai shall have jurisdiction.
- W Submission of Sign-Up Form**
- 1 Please forward the duly filled form to **MF Utilities India Private Limited, No.103-105, 1st Floor, Orion Business Park, Ghodbunder Road, Kapurbawdi, Thane (W) - 400 607.**
  - 2 For any further queries / clarifications, please write to us at [distributorconnect@mfindia.com](mailto:distributorconnect@mfindia.com) or call us at +91 22 3952 6363.