

IPRUTOUCH Terms and Conditions

1. Definitions and Interpretation

1.1. Definitions

- a. **“Authorized Registrar and/or RTA”** means any Registrar and Share Transfer Agent with whom AMC has/proposes to have an arrangement for execution/confirmation of the Transaction orders placed through the Website. At present, Computer Age Management Services (CAMS) is the Registrar and Transfer Agent for the Schemes of Fund.
- b. **“Fund”** shall mean ICICI Prudential Mutual Fund, a trust set up under the provisions of the Indian Trusts Act, 1882 and registered with SEBI India, pursuant to an Investment Management Agreement dated entered into between the Trustees of Mutual Fund and ICICI Prudential Asset Management Company Limited (AMC) to manage and operate the assets and schemes of Fund; pursuant to the aforesaid, AMC offers various Schemes to the investors of Fund.
- c. **“Trustees”** shall mean the Board of Trustees of the Fund
- d. **“Distributor”** means is a person / entity who is authorized to sell mutual fund products and is empanelled with the AMC

1.2. Interpretation: Unless opposed to the context:

- a. Reference to one gender includes the reference to other genders.
- b. Grammatical variations of a defined term have corollary meaning.

These Terms and Conditions (referred as “T&C”) for the facility called the I-PRU Touch facility (“Facility”) which is being provided to the Unit Holder(s)/ Investor(s) of Fund managed by the AMC, without any extra cost to the Unit Holder(s)/ Investors. The Unit Holder(s)/Investors agree and understand that this Facility shall be governed by these Terms and Conditions as stated hereinafter, which shall be acting in addition to the terms, conditions, disclaimers as available on the website and as available in the various investment related documents including but not limited to the Scheme Information Document (SID)/ Statement of Additional Information (SAI)/ Key Information Memorandum (KIM)/ Various addendums to the schemes/ application forms etc.

Investor shall be required to submit the duly filled registration form. Acceptance of the form will subject to below conditions:

1. The AMC reserves the right to reject any Registration Form application without assigning any reason thereof any Incorrect, incomplete or ambiguous forms will not be accepted.
2. The investor hereby declares that the particulars in the Registration Form and any subsequent transactions provided or initiated by the distributor will be correct and complete. If the transaction is delayed or not effected at all for any reasons or due to any reason by the investor's banker (bank registered under the folio), the investor would not hold the Mutual Fund/AMC or the Trustees responsible.
3. Mobile Number and Email Id: Unit holder(s) are required to mandatorily provide their mobile number and email id on the Registration form. Where the mobile number and email id mentioned on the Registration Form differs from the ones as already existing in the folio, the details provided on the Registration Form will be updated in the folio. All future communication whatsoever would be, thereafter, sent to the updated mobile number and email id.
4. On the registration for the said Facility, investor authorizes the distributor to initiate transactions on investor's behalf and also authorizes the AMC to call the investor on the registered mobile number for verification/confirmation of the transaction(s) initiated by the distributor(s).
5. The investor may register for the One Time Mandate (OTM) for NACH/ECS/DIRECT DEBIT (as applicable) for payment towards the transaction(s).
6. Unit holder(s) hereby confirms, acknowledges and undertakes to make payments for the transactions from their respective bank account(s) only in compliance with applicable provisions relating to restriction on third party payments as detailed in the SID / SAI and further agree and confirms that the payment will be through legitimate sources only. The investor agrees and understands that, if the source of funds is found to be illegitimate, the AMC shall have the right to reject the transaction without any other or further liability and also has the right to report such transaction to the requisite authorities.

7. The investor hereby confirms having read and understood the contents of the Scheme Information Document(s)/Key Information Memorandum(s) & Statement of Additional Information(s), Addendum of the Scheme(s) issued from time to time and available on the website of ICICI Prudential Mutual Fund (www.icicipruamc.com) and agree to abide by the terms, conditions, rules and regulations of the Scheme(s) as on the date of the respective transaction. It is deemed that the investor has agreed to all the terms and conditions of the scheme(s), as prevailing on the date of the registration for this Facility and on the date of the transaction.
8. In the event of the Investor, investing through a distributor; the investor hereby confirms that the ARN holder has disclosed all the commissions (in the form of trail commission or any other mode), payable to him for the different competing Schemes of various Mutual Funds from amongst which the Scheme is being recommended to the Investor. The investor further confirms that they have not been offered/communicated any indicative portfolio and/or any indicative yield for this investment.
9. Force Majeure: The Fund, AMC, its Registrars, and its Trustees and other service providers shall not be liable for, nor be in default by reason of, any failure or delay in completion of its obligation under this facility, where such failure or delay is caused, in whole or in part, by any acts of God, civil war, civil commotion, riots, strike, mutiny, revolution, fire, flood, fog, war, lightening, earthquake, change of Government/ Regulator's policies, unavailability of telecommunication systems, unavailability of bank's computer system, force majeure events, or any other cause of peril which is beyond their reasonable control and which has the effect of preventing the performance of contract by them.
10. The Unit holder(s)/ Investors agree that they shall check their bank account records / account statements/Email or SMS confirmations carefully and promptly. The Unit holder(s)/ Investors will promptly inform the Fund/ the AMC in case of any erroneous or unauthorized transaction/s being processed. The Unit holder(s)/ Investors should inform the Fund/AMC for such discrepancy within a period of seven days, failing which it will be deemed that there is no discrepancy in the transactions which were processed.
11. For cancelling the registration of this facility, Units holders/ Investors are required to send a written request, duly signed, at least 30 days in advance. The unit holders'/ Investors agree that the cancellation/termination/withdrawal request is an authority to the AMC/Registrar to instruct the bank with respect to the discontinuation of OTM and investor will not hold AMC/Bank/Registrar responsible for any such cancellation based on AMC instruction.
12. Unit Holder(s)/ Investors agree that the AMC may discontinue this facility for any investor / folio entirely at its discretion.
13. The Unit holder(s)/ Investor's agree that the Fund/AMC / Registrar and their agents shall not be held liable for any unsuccessful registration and/or transaction due to any action or inaction of the Unit holder(s)/ Investor's bank including but not limited to reasons mentioned below and agree to indemnify the Fund/AMC/Registrar/ its employees and agents against all liabilities, losses, damages and expenses which they may consequently sustain or incur either directly or indirectly:
 - a) Loss of the forms in transit from point of acceptance of the form and to RTA office and to the Unit holder(s)/ Investor's bank branch;
 - b) Non-acceptance or rejection of the Forms/OTM for whatsoever reason (including but not limited to incomplete form) by the AMC and/or the Unit holder(s)/ Investors bank branch, with or without any reason being assigned;
 - c) In the event that the mandate form is downloaded from our website then the same should be of the size 3.89" x 8.30" (lxb), discrepancies in the size of the form may lead to rejection.
 - d) Non-registration of the Forms/OTM by the AMC/Unit holder(s)/Investor's bank and branch;
 - e) Non-confirmation of registration or rejection by the bank and any subsequent rejection of debit of bank account for funds;
 - f) Non-availability of funds in the bank account of the Unit holder(s)/ Investors at the time of debit;
 - g) Rejection of registration or transaction debit for any reason or without assigning any reason whatsoever.
 - h) Signatories to the OTM and/or Registration Form were not authorized to sign and register the Forms.

- i) Any late registration of the mandate with the bank for whatsoever reason or rejection of lump sum purchases with or without any reason, and will not be liable for any transactions not processed or reversed or rejected or any late debits to the bank account, till the registration is successful.
- 14. The Unit Holder(s)/ Investor's understand that this Facility is merely a transactional facility offered and that the AMC/RTA will not be liable for (a) acting in good faith on any instructions received from the distributor(s)/unit holder (b) error, default, delay or inability of the AMC/RTA to act on all or any of the instruction.
- 15. The Unit Holder/Investor shall always abide by the aforesaid terms and conditions while availing the facility and hereby undertake not to misuse the same and in the event of any damage shall indemnify the AMC/RTA for any loss arising therefrom.
- 16. The AMC may amend the above terms and conditions, at any time without prior notice to the Unitholders/ Investors and such amended terms and conditions will thereupon apply to and be binding on the unit holders.

Transaction related:

1. With the registration of this Facility, Unit Holder(s)/ Investors authorizes the call centre executive of Fund/AMC to call on the registered mobile number for the verification/confirmation of the transaction received in the Investor's name under this facility. The provisions relating to 'Do Not Disturb' /'DND' under TRAI shall not be applicable for such calls made by the AMC/Fund.
2. After due validation, and appropriate verification process and confirmation of the requisite details as required for a transaction, the Unit Holder(s)/ Investors shall validate the transaction/s with the call centre executive. The validation call would be made to the Unit holder(s)/Investor(s) by the call centre executive on the same day when the transaction is initiated by the distributor. The AMC may decide the timings for validation (validation timings) call to be made by the call centre executive at its own discretion. AMC/Fund shall not process the transactions, in case the same could not be validated through call centre before the validation timing.
3. If the transaction through call centre is delayed or validation of transactions through call centre is delayed or not effected at all for reasons of:
 - non-connectivity or non-clarity/disturbance in call or any other technical problem;
 - non-availability of call centre agent due to any reason whatsoever; or
 - non-availability of Unit Holder(s)/ Investors for/during the call or the Unit Holder(s)/ Investors asking the call center executive to call after validation timing.;) or
 - Incorrect mobile number; The Unit Holder(s)/ Investors will not hold the Fund, AMC and the RTA responsible for the same.
4. The payment towards such transactions shall be debited on the next business day, whether the transaction is processed as per Debit through OTM facility or through any other mode as made available by the AMC from time to time.
5. In case of transactions received through this facility the same shall be time-stamped on the receipt of transactions on the designated server of the AMC and the same will accordingly be communicated to the investor/distributor through email/sms.
6. If the Investor confirms a transaction, then the applicable NAV for the transactions will be dependent upon the time of receipt of the transaction instruction from the distributor on the designated server of the AMC and also on other factors like scheme, type of transaction, amount of transaction, date and time of realization of clear funds through banking channels, as per detailed provisions mentioned in Scheme Information Documents and will be treated at par with the transactions received through other modes. The AMC will not be liable for any delay in crediting the Scheme collection accounts by the Service providers/investor(s) bankers resulting in consequent pricing of units.
7. Transactions under this Facility will be processed with the ARN code of the distributor registered or provided by the Unit Holder(s)/ Investors and consequently Unit Holder(s)/ Investors may be charged with transaction charges if the distributor has opted for the same. Unit Holder(s)/ Investors are advised to be informed regarding the applicable transaction charges from their distributors.
8. The Fund will endeavor to send a confirmation of acceptance or rejection at the earliest but the receipt of the message to the Unit Holder(s)/ Investors will be subject to communication channels, network congestions, connectivity, etc. Any subsequent corrected transactions received in lieu of the rejected transactions will be processed as per the actual time of receipt of revised transaction.

Related to One Time Mandate:

1. One Time Mandate (OTM) is a facility whereby the Unit Holder(s)/Investors can register a onetime mandate for any amount, as per their choice, with the Fund and authorizing the Fund or AMC and the bank to debit their bank account for payment towards various transactions submitted through various modes offered or as may be offered from time to time by the AMC. It is an authorization to the bank, as indicated by the Unit Holder(s)/Investors in the OTM form, to debit their bank account up to a certain limit in a day, based on their instruction to the Fund/ AMC, whenever they choose to invest through any mode.
2. The Unit Holder(s)/ Investors agrees to abide by the terms and conditions of NACH facility of National Payment Corporation of India (NPCI) (www.npci.org.in), ECS facility of Reserve Bank of India (RBI) as applicable at the time of investment and as may be modified or amended from time to time.
3. Unless otherwise specified, the term 'mandate' in these terms and conditions refers to the specific bank and bank account number of the Unit Holder(s)/ Investors as mentioned by them in the OTM form (mandate form) to be used for debits for payment towards transactions.
4. The AMC reserves the right to restrict or withdraw or discontinue the OTM facility to certain categories of Unit Holder(s)/ Investors or to any specific Unit Holder(s)/ Investors any time at its discretion without assigning any prior reason thereof.
5. Default Mandate: Where Unit Holder(s)/ Investors register more than one mandate in a folio over various periods of time, the last updated successfully registered mandate would be treated as the Default Mandate. On expiry of the default mandate, the last successful and live mandate out of the remaining mandates would be treated as the default mandate.
6. The facility of onetime mandate registration may not be available with all the banks and branches all the time. Please note that the list of banks and branches may be modified/updated/ changed/ removed at any time in future at the sole discretion of the AMC without assigning any reasons or prior notice. The Unit Holder(s)/ Investors are advised to continuously check the availability of this facility with their banks and the branches from time to time. Some banks and branches may levy charges (in whatsoever manner) for mandate registration and / or transactions to their bank account holders, which will be borne by the Unit Holder(s)/ Investors only and will not be borne by the AMC or the Fund.
7. In case of the bank account where the mode of holding is 'Joint', the mandate has to be signed by all the joint Unit Holder(s)/ Investors.
8. The Fund/AMC/RTA would purely act based on the valid mandate as well as transactions submitted, and all the Unit Holder(s)/ Investors would be bound by all the terms and conditions and would not hold the Fund/AMC/RTA for any loss or potential loss, in whatsoever manner.
9. It will be the sole responsibility of the Unit Holder(s)/ Investors' bank and its branch to ensure proper registration of the Mandate and confirm registration. It is expressly clarified that the AMC/RTA/Service providers only act as the Unit Holder(s)/ Investors' messenger to Unit Holder(s)/ Investors' bank to register the mandate and will not be responsible for any action or inaction on part of the Unit Holder(s)/ Investors' bank. By signing the onetime mandate form, Unit Holder(s)/ Investors' bank account holders hereby agree to have authorized the AMC/RTA to register the mandate and process any transactions received thereafter.
10. It is agreed and understood by the Unit Holder(s)/ Investors that, the AMC/RTA/ Service Provider including the call center shall call the Unit Holder(s)/ Investors/Distributors in order to apprise the Unit Holder(s)/ Investors about the new schemes or any other related information.
11. That the Unit Holder(s)/ Investors agree and understand that he/she shall be bound by all the terms and condition including but not limited to the ones available on the website and in addition to the above indemnify and hold harmless the AMC/RTA/ Service Agents in terms of the various terms and conditions, the Privacy Policy, the Disclaimers, the SID, Statement of Additional information, KIM, etc.