Terms and Conditions for Investment in Mutual Funds through digibank Channels.

This Investment Service through digibank Channel is an execution only platform available, only for customers who have digiSavings Account.

These terms and conditions for online transactions relating to mutual funds (“Terms and Conditions”) are in addition to the other terms and conditions and documents signed/accepted by me/us from time to time including digibank Terms and Conditions. By clicking on the “I Accept” button, you agree to be legally bound by these Terms and Conditions. I/we agree that the Bank may at its sole discretion vary the terms and conditions from time to time and I/we agree to abide by the same.

1. Definitions: Words used but not defined in these Terms and Conditions shall have the same meaning as set out in the digibank terms and conditions.

i. “Account” means any account (including your joint accounts) maintained with the Bank through the digibank Services, and includes any other Account in addition to or in substitution for the Account originally accessed by you through the digibank Services;

ii. Channel/s: means and includes any platform (digibank iBanking Channel or digibank app) used or which may be used for accessing digibank Services.

iii. digibank, DBS, DBS Bank, Our, We and Us: means DBS Bank India Limited and its successors and assigns.

iv. digibank app: means an application for a Mobile Device that can be downloaded by you from a designated location or application store.

v. digibank iBanking Channel: means the platform available for use of digibank services on the Website.

vi. digibank Services: means all banking services, transactions, offers and other value added services as may be made available from time to time, carried out or availed by you over digibank Channel/s.

vii. “Unit” shall mean the interest of an investor, which consists of one undivided share in the net assets of the scheme.

viii. “Net Asset Value (“NAV”)” of the units of the scheme will be computed by dividing the net assets of the Scheme by the number of units outstanding on the valuation date.”

ix. “Purchase” shall mean subscription to the units of the various schemes of the Mutual Fund.

d. “Redemption” shall mean sale of the units of the various schemes of the Mutual Fund.

xi. “Switch” shall mean an option to the investor to shift his existing investment in any of the schemes of the Mutual Fund to another scheme of the Mutual Fund.

xii. “Systematic Investment Plan (SIP)” shall mean an option available to the investor for investing in a specified frequency of months in a specified scheme of the Mutual Fund for a constant sum of investment.

xiii. “Load” shall mean a charge, which the concerned Asset Management Company (“AMC”) may be collect on exit from a scheme.

xiv. “Business Day” means a day other than: a. Saturday and Sunday; b. Bank Holiday or c. Day on which banks are normally open for business. Provided that, with respect to a Scheme this definition shall at all times be subject to the definition of Business Day in the Offer Document of respective schemes of various AMCs.
xv. “KRA” means KYC (Know Your Client) Registration Agency who are registered with SEBI under the Securities and Exchange Board of India as KYC (Know Your Client) Registration Agency for carrying out KRA activities under SEBI KYC Registration Agency (KRA) Regulations, 2011. The KRA maintain KYC records of the investors centrally, on behalf of capital market intermediaries registered with SEBI.

xvi. “CKYC” means Central KYC (Know Your Customer) records and “CKYCR” shall mean Central KYC Registry authorised by Government of India to receive, store, safeguard and retrieve the KYC records.

2. Authorisation: I/ We hereby appoint and irrevocably authorise “DBS Bank India Limited - AMFI registered Mutual Fund Distributor (ARN-155319)”.. (“the Bank”), its authorized employees / agents as my/our agent/distributor to act on my instructions provided electronically over digibank Channel/s of the Bank to Purchase and redeem and/or Switch units of mutual funds (“Transaction Instructions”), on the terms and conditions mentioned herein. I/We hereby state that all the acts, deeds and things done by you based on the Transaction Instructions shall be binding on me/us.

3. I/We understand and acknowledge that this Investment Service will be allowed only to customers who:

(i) are resident Indian individuals
(ii) have savings account opened through digibank app.
(iii) are Mutual Fund / SEBI KYC / CKYC compliant / Registered customers through CVL / CAMS KRA / CKYC or from any registered KRA / CKYC agencies (i.e. verified status)
(iv) have valid Investment ID with the Bank

4. I/We agree and acknowledge that:

(i) I/ We are responsible to ensure that the details including my/our personal and bank related details provided for giving Transactions Instructions are correct. This Service shall be linked to the Account.
(ii) The Transaction Instructions shall be processed subject to availability of sufficient and clear funds in the Account.
(iii) Redemption requests can be given for all Open Ended Schemes can be given at any time. However, Redemption requests for Closed Ended Schemes can be given only on the dates specified by the AMC’s.
(iv) Any Transaction Instruction placed on a non-Business Day or after the cut off time will be processed on the next Business Day and the NAV would be the NAV applicable on the day on which it is processed.
(v) I / We hereby understand and agree that the Transaction Instruction once placed over digibank Channel cannot be cancelled.
(vi) I/We have/shall read the Scheme Information Document / Key Information Document / Offer Document before providing the Transaction Instruction.
(vii) I/We will go through the Bank’s website www.dbs.com/in for the updated Tariff for Mutual Fund Transactions and for the updated commission structure payable to the Bank by AMCs for different competing schemes of various Mutual Funds.
(viii) The Bank at its discretion, may not carry out my/our Transaction Instructions where the Bank has reasons to believe that the Transaction Instructions are not genuine or are otherwise improper or
unclear or raise a doubt or for any reason beyond the control of the Bank. The decision of the Bank in this regard will be final and binding.

(ix) I/We agree and acknowledge that Bank will obtain from CVL / CAMS KRA / CKYC or from any registered KRA / CKYC records / system the KYC compliant details basis PAN details (Name and Pan Number) furnished by me at the time of digibank savings account opening.

(x) I/we agree that this Investment Service over digibank Channel/s will be allowed only to KYC certified / compliant investors through registered KRAs / CKYC Registry.

(xi) I hereby understand and agree that investments through digibank Channel/s will be allowed using digibank Savings account maintained by me with the Bank.

(xii) I hereby understand and agree that the Bank suggested to me/us to complete the risk preference/profile, however the investment chosen by me/us could be a deviation/ not in alignment with my risk preference/profile submitted to the Bank. I/we hereby accept the risk involved in buying funds without knowing my/our risk preference/appetite/ profile.

(xiii) I hereby have read, understood and accept that my IP Address, date and time of the transaction, user ID and any other information required for processing of investment may be captured and stored by the Bank. I agree and authorize “DBS Bank India Limited - AMFI registered Mutual Fund Distributor (ARN-155319)” to share such information with relevant AMC if required.

(xiv) I hereby understand, understand and acknowledge that any investment transaction (offline investment) submitted by me to AMC / Registrars directly i.e. with wet signature, the signature available in KYC / CKYC records / system would be used for signature verification and in the event of such signature not being available or legible, the AMC would be within its rights to carry out further checks to validate the authenticity of the request and/ or to reject / disallow any transaction in connection herewith.

(xv) I hereby understand and acknowledge that investment through digibank Channel/s may not be directly or indirectly allowed, offered or sold to U.S. Persons (including NRIs and all persons residing in U.S), U.S Corporations or other entities organised under the laws of U.S and Residents of Canada.

5. I hereby allow the Bank to verify my Mutual Fund KYC compliant (i.e. verified status) through CVL / CAMS KRA / CKYC or any registered KRAs and allow the Bank to utilize my KYC information such as identity (Name, PAN, Date of Birth etc.), address for sending it to Asset Management Companies (AMC) for the purpose of validation and to comply with the legal and regulatory requirements. I hereby accept that the signature available in the CVL/CAMS KRA / CKYC and any registered KRA / CKYC agencies while submitting the transaction instruction. Investments through digibank Channel/s will be basis name on the PAN card as per KRA / CKYC records.

6. I/ We declare that the particulars and information given over digibank Channel/s are true, correct, complete and up to date in all respects. I/ We further agree that any false / misleading information given by me / us or suppression of any material fact will render my / our accounts and / or the services
being provided to me/us liable for termination. I/We agree to indemnify the Bank against any fraud or any loss or damage suffered by the Bank due to my providing of any incorrect particulars.

7. I/We hereby undertake to keep the Bank informed of at all times, of any change/alteration in my/our particulars furnished during registration to the Bank and authorize the Bank to update any change/alteration in my/our aforesaid particulars that the Bank may be informed of by me/us.

8. I/We hereby agree and acknowledge that the Bank shall provide this service on a best effort basis. Neither Bank nor any of the AMC shall be liable for damage or other costs or any failure to perform its obligations, arising in any way out of: a) system failure including failure of ancillary or associated systems, or fluctuation of power, or other environmental conditions or for any circumstances of acts of God, floods, epidemics quarantine, riot or civil commotion and war or any other like reasons beyond the reasonable control of the Bank; or b) Accident, transportation, neglect, misuse, errors, frauds, of the clients or agents or any third party; c) Any fault in any attachments or associated equipment of the clients; or d) Any incidental, special or consequential damages including without limitation of loss of profit. The role of the Bank is only to facilitate the Transaction Instructions. However, the Bank shall not be responsible/liable for any losses/damages/costs incurred by us for reasons not falling within the aforesaid role of the Bank.

9. I/We understand that any amount invested through the digibank Channel/s is not a deposit with the Bank and is not insured by the Bank. The same is not endorsed or guaranteed and does not constitute obligations of the Bank or any of the subsidiaries associated or affiliated companies whose role in only as described in these terms and conditions.

10. I/We am/are aware that investment in mutual funds is subject to investment risks, including the possible loss of principal amount invested. I/We hereby confirm and understand that I/We will undertake the investments only after understanding the risks. I/We confirm that the Bank is not providing Tax Advisory and that I/We shall be guided by the advice of my/our independent tax advisor in relation to any new product. I/We shall not hold Bank responsible for any of the losses which occur to me/us.

11. I/We further agree/s to indemnify and keep indemnified the Bank against all losses, liabilities, claims (including third party claims), actions, suits, proceedings damages, including reasonable attorney fees, that the Bank may incur/suffer as a result of misrepresentation by me/us and breach of my/our obligations as contained herein.

12. Nomination: I/We hereby confirm that the nomination for the units will be informed by me/us at the time of every purchase and shall apply to my/our transactions done through digibank Channel. In case of any changes in the nomination mentioned by me/us earlier, the same will be intimated through a written request by me/us to Bank and AMCs directly and the changes shall apply for all future transactions after the receipt of the intimation at the Bank and respective AMCs relevant office/department within stipulated time period.

13. Any notice or other correspondence addressed by the Bank to me/us may be addressed to the first holder at the address registered/email ID registered/mobile number registered with the bank or to such address, as the bank may be aware.
14. All Transaction Instructions and all other acts done by the Bank for me/us pursuant to these terms and conditions shall be at my/our risk and cost and in consideration thereof, I/We agree to pay charges/fees as per the Bank’s schedule of charges/fees as may be applicable from time to time. I/We agree and understand that the Bank’s charges / fees are in addition to those levied by the AMC including Load. The Bank is authorised to debit the Account for such charges/fees. All fees, charges and reimbursement of expenditure shall be paid or made in full by me/us without any counter claim, set off or withholding. All our liabilities and obligations hereunder to the Bank shall be joint or several.

15. All disputes and differences arising out of, under or in connection with these terms and conditions or anything done hereunder shall be within the exclusive jurisdiction only to the courts of Mumbai. Further these terms and conditions are subject to laws in India.

16. I / We are aware that Bank never asks for any sensitive information like ID, passwords etc. I / We agree that Bank will not be made liable for any phishing attack or any such cyber frauds.

17. Rights of Lien and set off: The Bank is authorised to debit the Account for all costs, charges as may be payable by me hereunder. The Bank will have charge and right of Lien and set off on all my/our accounts /deposits / securities /units in its possession or custody and all monies standing to my /our credit with or in any account in any branch of the bank (whether in my sole name or jointly with any other or others) for all sums due or payable by me/us to the Bank hereunder. In the event of default on my/our part in discharging my /our obligations to the Bank hereunder, the Bank shall be entitled to enforce the charge by sale of such units/securities and to appropriate the net proceeds or any credit balance aforesaid in liquidations of my/our liabilities to the Bank.

18. I/We agree and acknowledge that units purchased by giving instructions through digibank Channel/s can be instructed for Redemption through online and offline mode as well. But no offline units purchased will be entertained for Redemption through digibank Channel/s until a prior written request/instruction is given by me/us to the Bank and AMC for conversion of my units purchased via offline mode to online mode.

19. Either party may terminate the aforesaid services by giving 30 days’ prior notice in writing to the other party provided that I/we shall not be relieved of my/our obligations hereunder notwithstanding such termination incurred prior to the date on which such termination shall become effective. The Bank may at its discretion withdraw any of the services provided herein at any time.

20. I/We hereby confirm that the Transaction Instructions are being provided without any interaction or advice by the Bank and/or its employees. I/We hereby confirm that the EUIN box has been intentionally left blank by me/us as this is an "execution-only" transaction without any interaction or advice by the employee/relationship manager / sales person of the above distributor or notwithstanding the advice of in-appropriateness, if any, provided by the employee/relationship manager/sales person of the Bank and the Bank has not charged any advisory fees on this transaction.

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