Terms and Conditions

These Terms and Conditions for investment services ("Terms and Conditions") apply to and govern your usage of DBS investment services. These Terms and Conditions are in addition to the general terms and conditions applicable to your Account/s and documents signed/accepted by You from time to time including iBanking Terms and Conditions.

× DBS

Live more.

Bank less

Individual Customers: In case of individual customers, the investments in mutual fund/s can be made through iBanking or by submitting Financial Transaction Form at any nearest DBS Bank India Limited for every transaction.

Non-Individual Customers: In case of non-individual customer, the investments in mutual fund/s can be made only by submitting Financial Transaction Form at any nearest DBS Bank India Limited for every transaction.

- 1. Definitions: Words used but not defined in these Terms and Conditions shall have the same meaning as set out in the iBanking terms and conditions.
 - I. "Account" means any account (including your joint accounts) maintained with us which is processed by you through the iBanking Services, and includes any other Account in addition to or in substitution for the Account originally accessed by you through the iBanking Services;
 - **II. "Unit"** shall mean the interest of an investor, which consists of one undivided share in the net assets of the scheme.
 - **III.** "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.
 - **IV.** "Purchase" shall mean subscription to the units of the various schemes of the Mutual Fund.
 - V. "Redemption" shall mean sale of the units of the various schemes of the Mutual Fund.
 - VI. "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."
 - VII. "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.
 - VIII. "Load" shall mean a charge, which the concerned Asset Management Company ("AMC") may be collect on exit from a scheme.
 - **IX. "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.
 - X. "You" and "your" shall mean the customer.
- 2. Authorisation : You hereby appoint and irrevocably authorise DBS Bank India Limited ("the Bank"), its authorized employees / agents as your agent/distributor to act on your instructions provided to the Bank, including electronic instructions on the internet banking portal of the Bank ("iBanking") to purchase, redeem and/or switch units of mutual funds ("Transaction Instructions"), on the Terms and Conditions mentioned herein. You hereby state that all the acts, deeds and things done by the Bank based on the Transaction Instructions shall be binding on You.

You hereby, jointly and severally, nominate and appoint the Bank as your lawful Attorney to perform or execute all or any of the following act sand things relating to and in connection with Your investments, including:

- a) to subscribe to the units of mutual funds on your behalf and to pay for the said units so purchased on your instructions which may be provided either in writing or over iBanking.
- b) to receive the account statement pertaining to the aforesaid mutual fund units and to acknowledge receipt of the same.
- c) to redeem/sell the mutual fund units held by me/us (whether solely or jointly or with another or others) and to receive the payment of the redemption/sale price and to acknowledge receipt of the same.
- d) to sign all such writings and to do all such acts as may be required for purchasing / switching/ redeeming/selling any mutual fund unit/s.
- e) to collect and deposit monies in an Account opened in Your name with the Bank and to make such debits in the said Account as may be necessary for acting on your Transaction Instruction/s.

- f) to appoint and engage brokers and other agents for the purpose of the powers conferred herein and to give instructions and orders to brokers and agents including instructions and orders of sale, purchase, transfer, splitting and consolidation of mutual fund units and pay remuneration, brokerage, commission and other sums to such brokers and agents.
- g) to correspond with and give notice to the corresponding asset management company of mutual fund units and matters related to nomination/change in investment plans/any other changes that may be necessitated.
- h) to mark a lien/pledge/hypothecate/create charge on units of mutual funds on your behalf, upon your specific instructions either in writing or electronically over iBanking and to sign all such writings and do all such acts as may be required for such acts;
- i) to make necessary application(s) for and on your behalf to any officials or authorities in India (or outside), including but not limited to, the Central Government and/ or the Reserve Bank of India and/ or the Income Tax authorities and/ or Securities and Exchange Board of India in connection with your purchase, sale/transfer, holding and continuing to hold units of mutual funds and disclose such information as may be required or necessary, and to represent You in all respects before such authority or authorities and establish without encumbrance the ownership of the units in your name.
- 3. You understand and acknowledge that this service will be activated only upon receipt of the following documents by the Bank:
 - (I) DBS Investment Services Form.
 - (ii) KYC Acknowledgement Letter from the Asset Management Company.
 - (iii) Self-attested copy of PAN Card.
 - (iv) You will complete the financial profiling with the Bank before providing any Transaction Instructions.
 - (v) Any other document in the form and manner required by the Bank.
- 4. You agree and acknowledge that:
 - (i) You are responsible to ensure that the details including your personal and bank related details provided for giving Transactions Instructions are correct. You agree that this Service shall be linked to your 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 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) You hereby understand and agree that the Transaction Instruction once placed over iBanking cannot be cancelled.
 - (vi) You state and agree that you have read and understood the Scheme Information Document /Key Information Document/Offer Document before providing the Transaction Instruction.
 - (vii) You have gone through the Bank's website www.dbs.com/in 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 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) by clicking on the **"I agree"** button, you agree to be legally bound by the relevant Terms and Conditions made available to you from time to time either electronically or otherwise.
 - (x) You agree and acknowledge that in case of individual customers, You can make investments in mutual fund/s through iBanking or by submitting Financial Transaction Form at your nearest DBS Bank India Limited branch for every transaction.
 - (xi) You agree and acknowledge that in case of non-individual customer, you need to necessarily submit Financial Transaction Form at your nearest DBS Bank India Limited for every transaction.
- 5. In case of Savings Account held jointly by individuals, the mode of operation of the Savings Account should necessarily be "Anyone or Survivor". In order to avail the investment services through Savings Account held jointly, You will have to first register the names of the individuals with whom you wish to make investments in mutual fund/s jointly. After the individuals are successfully registered with DBS Bank India Limited as your joint holder/s, You can start making

investments in your joint name. An individual who is 18 years or above and who has a PAN card can be only registered as joint holder. Currently, you can appoint maximum 2 individuals as joint holders. There is no limit on different combination of joint holders while making investments. It is mandatory that the Joint holder is KYC & KRA Compliant as per CVL & NDSL. There would be no change allowed in the holding pattern once the iBanking facility is activated. The only changes allowed would be in case of an unfortunate event of demise of any of the Joint Holders as per the set process of DBS Bank India Limited

- 6. You declare that the particulars and information given in the Investment Services Form (and all documents referred or provided herewith) are true, correct, complete and up to date in all respects. You further agree that any false / misleading information given by you or suppression of any material fact will render your account(s) and/or the services being provided to You, liable for termination. You agree to forthwith communicate any changes in the details provided to the Bank. You agree to indemnify the Bank against any fraud or any loss or damage suffered by the Bank due to submission of any incorrect particulars by you or your failure to update any of the information provided to us.
- 7. You 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.
- 8. You understand that any amount invested through the online platform 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 is only as described in these Terms and Conditions.
- 9. You are aware that investment in mutual funds is subject to investment and market risks, including the possible loss of principal amount invested. You hereby confirm and understand that You will undertake the investments only after understanding the risks and reading the scheme information documents. You acknowledge that the Bank is not providing Tax Advisory and that You shall be guided by the advice of your independent tax advisor in relation to any new product/investment. You shall not hold Bank responsible for any of the losses which occur to you.
- 10. You further agree 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 You and breach of Your obligations as contained herein.
- 11. Nomination : You hereby confirm that the nomination for the units will be informed by You at the time of every purchase and shall apply to your transaction/s. In case of any changes in the nomination mentioned by you earlier, the same will be intimated through a written request 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. (Applicable only in case of individual single/joint savings account)
- 12. You acknowledge that any notice or other correspondence addressed by the Bank to You may be addressed to the first holder at the address registered with the Bank or to such address, as the Bank may be aware.
- 13. All Transaction Instructions and all other acts done by the Bank for You pursuant to these Terms and Conditions shall be at your risk and cost and in consideration thereof. You agree to pay charges/fees as per the Bank's schedule of charges/fees as may be applicable from time to time. You 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 You without any counter claim, set off or withholding. All your liabilities and obligations hereunder to the Bank shall be joint or several.
- 14. You agree that the Bank may at its sole discretion vary the Terms and Conditions from time to time and You agree to abide by the same.
- 15. You agree and acknowledge that any and 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 to the courts of Mumbai. Further these Terms and Conditions are subject to and shall be conducted in accordance with the laws prevalent in India.
- 16. You are aware that Bank never asks for any sensitive information like ID, passwords etc. You 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 You hereunder. The Bank will have charge and right of Lien and set off on all your accounts /deposits/ securities /units in Bank's possession or custody and all monies standing to your credit with or in any account in any branch of the Bank (whether in your sole name or jointly with any other or others) for all sums due or payable by You to the Bank hereunder. In the event of default on your part in discharging your obligations to the Bank hereunder, the Bank shall be entitled to enforce the charge by sale of such mutual fund units/securities and to appropriate the net proceeds or any credit balance aforesaid in liquidations of your liabilities to the Bank.
- 18. You agree and acknowledge that Units purchased by giving instructions through the online mode will be instructed for redemption through online and offline mode as well. You acknowledge that units purchased offline cannot be redeemed through iBanking until a prior written request/ instruction is given by you to the Bank and AMC for conversion of offline units to online mode through this service.
- 19. You agree that either party may terminate the aforesaid services by giving 30 days prior notice in writing to the other party provided that You shall not be relieved of your 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. You 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 transaction is executed without any interaction or advice by the employee/relationship manager/sales person of the Bank or notwithstanding the advice of inappropriateness, if any, provided by the employee/relationship manager/sales person of the Bank.