

Terms and Conditions

- **For Accessing the Portal**

This is a legally binding agreement between 'you', the user, and Tata Capital Limited and all its subsidiaries ("We"/ "us"/ "the Companies"), establishing the Terms and Conditions ("Terms") under which any service offered by Tata Capital Wealth via its web Portal or WhatsApp Account (hereinafter referred to as "Portal") may be used/accessed. You acknowledge that Tata Capital Financial Services Limited ("TCFSL") is registered with The Association of Mutual Funds in India as a Mutual Fund Distributor bearing ARN No.84894 and Tata Capital Wealth is a service offering by TCFSL.

1. This Portal contains a variety of information and content, including but not limited to copyrighted material, such as information, text, directories, graphics, photographs, illustrations, images, video and audio clips, sound clips, advertising and promotional materials, data, software, compilations, designs, graphical interface, and overall "look and feel," trademarks, logos, trade names, service marks, and trade identities, whether registered or unregistered (collectively the "Trademarks"), and other forms of information and intellectual property (all of the foregoing collectively and individually are referred to as "Content").
2. You understand that the Portal cannot be used for grievance redressal or reporting complaints or for any other purpose except as stated above. We shall assume no liability or responsibility for any other service request, complaints or any other communication on this channel and will not be bound to take cognizance of any such communication.
3. You understand that the receipt of messages by you shall be subject to a working network connection and you shall ensure and maintain appropriate network connection for the same. We shall not be held responsible for any delay or non-receipt of the responses/communication from us.
4. You understand that the output and responses received by you on WhatsApp are based on a program running at the back-end and may vary basis the inputs entered by you. This program has been developed and is regularly enhanced to handle the inputs in best possible manner. We shall not be held liable or responsible for any delay in responses or any inaccuracy/ inconsistency in the output/responses/ suggestions.
5. Under no circumstances shall we or our agents, affiliate companies, officers, directors, employees, and contractors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that may result from the use of, or inability to use, the Portal or for receipt of any response provided by the program.
6. You understand that usage of the Portal is susceptible to risks. Any message and/or information that may be exchanged is subject to risks of being read, interrupted, intercepted, misused or defrauded by a third party or otherwise subject to manipulation by a third party or involve delay in transmission. We shall not be responsible for the consequences arising out of or in connection with using the Portal. More particularly you agree that the documents/information you are requesting for would be governed by the policies and protection offered by WhatsApp from time to time which are subject to changes and that we assumes no responsibility or liability for any of the foregoing.

7. You agree to abide by all the terms and conditions/ privacy policy of WhatsApp or any third party application that may be accessed by you .You further understand that you are solely responsible for maintaining security safeguards of your WhatsApp account linked to the registered mobile number.
8. You agree that you shall not have any claim against us on account of any suspension, interruption, non-availability or malfunctioning of the Portal due to any link/mobile/technological/system failure at our end for any reason thereof.
9. You will use the Portal only with your User ID and password and you will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or any information you submit to the Portal. You agree to provide true, accurate, current, and complete information about yourself, and, as permitted, to maintain and update it continuously and promptly to keep it true, accurate, current and complete. We shall not be responsible for any failed login due to incorrect details being provided by you. You also understand and agree that you shall not submit or transmit any content through the Portal that may be:
 - a. Untrue, derogatory, defamatory, obscene, vulgar, or contain any lascivious or pornographic content.
 - b. Infringes any third-party rights including intellectual property rights
 - c. Encourages the commission of a crime, civil wrong or violation of any law of the land or the jurisdiction where you reside.
10. You agree to accept responsibility for all activities that occur under your User ID and Password. You are responsible for maintaining the confidentiality of your Password, and for restricting access to your computer so that others may not access the Portal in your name and under your User ID and Password. You agree to immediately notify us of any unauthorized use of your User ID or Password or any other breach of security. We shall not be liable for any loss or damage arising from your negligence or failure to comply with any of the foregoing obligations.
11. The Portal may provide links to other web sites and/or resources (including advertisements) that we do not maintain or are not under our control ("Third Party Web Sites"). Your dealings with such Third-Party Web Sites are solely between you and such third parties. We are not responsible for, and we make no representations or warranties with respect to, the content, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless expressly stated by us. Your use of such Third-Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. Your access to and use of such Third Party Web Sites is solely at your own risk, and you agree that we will not be responsible or liable for any loss or damage of any sort that you may suffer as the result of your dealings with such Third Party Web Sites.
12. We do not warrant or guarantee any uninterrupted or error-free operation of this site or any portion thereof and will use reasonable efforts to maintain its operation and availability. The full range of services of this Portal may not be available in all locations. You acknowledge that functions of this Portal would require an active internet connection which can be Wi-Fi or the Local Area Network (LAN) connection. Tata Capital Limited and its subsidiaries do not assume any responsibility/liability if the Portal is not fully functional due to absence/ insufficiency of the required internet connection. Tata Capital Limited and or its subsidiaries will not be concerned with any dispute between the user and the Internet Service Provider and/or any third party providing the internet connection or any other services responsible to run the

Portal. We do not undertake any liability/ responsibility to you for any disruption in any of the transactions undertaken on the Portal or in case any transaction or payment is unsuccessful or interrupted whether due to any insufficient network/ internet connection or any lapses or shortcomings in any of the Third Party Websites/hosts/ servers or otherwise.

13. All the information provided on or via this Portal (including all texts, graphics, design or logos) shall be the intellectual property of Tata Capital Limited and or its subsidiaries/ affiliates. You agree not to copy, forward, download or share content without obtaining the necessary rights or permissions to do so. You also agree not to abuse the use of this Portal.
14. You agree and authorize us to collect, disclose and store, from time to time, any information and data relating to you (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2008 and/or any other statute) and/or the facility and/or other facilities availed by you and/or the 'financial information' as defined in Section 3(13) of IBC, in or outside India without requirement of any notice or intimation:
 - a. to any of its Affiliates and to any member of Tata group or any of their employees, agents, representatives etc.;
 - b. to third parties engaged by the Lender or any member of Tata group for purposes such as marketing of services and products;
 - c. to any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Lender or any member of Tata Group;
 - d. to any of the service providers or professional advisers of a member of the Tata group with the rights to further share it with their sub-contractors in any jurisdiction;
 - e. to any credit bureau, database/databanks, corporate, banks, financial institutions etc.
 - f. to any authority or other person as required by applicable law;
 - g. to any person pursuant to an order or direction of an authority;
 - h. to any credit information company, other agencies or any information utility or other lenders of the Borrower including who may also use, process the said information and data disclosed by the Lender in the manner as deemed fit by them, and who may for consideration or otherwise furnish such processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantors or registered users, as may be specified by the RBI; and / or;
 - i. to any other person:
 - to whom the Lender may potentially assign or transfer or novate all or any of its rights and obligations under the Facility Documents/Facility; and/or
 - pursuant to the processing or management of data relating to the Facility or the Borrower; and/or
 - as the Lender may deem fit.
15. You agree that you consent to receiving any other information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from any of Tata Capital Limited/its subsidiaries or other service provider even though your name appears in the National Customer Preference Registry (Do Not Disturb Registry). You expressly agree that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to you or your family members. You expressly and irrevocably consent that for any claim against the service providers, Tata Capital Limited or its subsidiaries/affiliates shall not be liable and your claim on this account shall be against the service providers and/or tele-callers. You agree to the use of WhatsApp or other applications for communication or sharing of information or documents or for sending notices, agree to abide by the terms and conditions of such applications and agree to

the risks associated with such applications or sharing of information or issuance of notices through them. You also consent to receiving information from Central KYC Registry through SMS/Email on the registered number/Email address. You further provide consent to us to obtain and / or submit your information from / to credit information company and/or information utility and/or such institution set up under the provisions of law from time to time, as and when required.

16. Tata Capital Limited and its subsidiaries reserves the right, in its sole discretion, to amend, supplement ,modify any of the Terms ,features of the Portal or discontinue the Portal, or any portion of the Portal, without notice to you or any third party. We also may, in our sole discretion, refuse or restrict anyone from access to the entire Portal or any portion of the Portal. You shall be responsible for regularly reviewing these Terms, including amendments thereto as may be posted on the Portal and shall be deemed to have accepted the amended Terms by continuing to use the Portal.
17. You agree to indemnify Tata Capital Limited and its subsidiaries/ affiliates and their respective employees, officers, directors against all or any claim, including but not limited to damages, costs, expenses, as a result of such claim, with regard to all actions, proceedings, costs, damages, losses, expenses, penalties, claims, demands and liabilities howsoever arising from any breach of these Terms.
18. This Portal and the terms and conditions shall be governed by and construed in accordance with all applicable laws of India, unless stated otherwise. All disputes arising out of or in connection with these terms and conditions or use of this Portal shall be submitted to the exclusive jurisdiction of the courts of Mumbai. The Governing Law shall be Indian Law.

- **Additional terms for online mutual fund transactions**

1.These Terms and Conditions (“Terms”) shall apply to any person accessing the Tata Capital Wealth platform /WhatsApp account (“the User/You/Client/Investor”) offered by Tata Capital Financial Services Limited (“the Portal”) for any transaction. The User shall, in addition to above also be governed by these Terms and Conditions when accessing the same through a designated Relationship Manager assigned to the User by Tata Capital Financial Services Limited (“the Company”). Tata Capital Financial Services Limited (“TCFSL”) is registered with The Association of Mutual Funds in India as a Mutual Fund Distributor bearing ARN No.84894 and Tata Capital Wealth is a service offering by TCFSL. The Terms and Conditions shall constitute a binding contract between the Company and the User.

2.The Mutual Fund Scheme(s) (“Schemes”) are offered by the respective Asset Management Companies (AMC)/ Fund Houses and are at their sole discretion. The Portal offered by the Company is a platform where the Users can select among the various Schemes after the list of the same is fetched from the scheme master present in the Portal. The services offered in relation to the Portal is a voluntary service and does not constitute any investment advice or a solicitation of an offer to purchase or subscribe for the Service or to any of the Scheme.

3.The Company is only acting as a distributor of the Schemes and does not assume any responsibility for the Schemes or any documentation and communication thereof. The Portal is only an order collection platform that collects orders on behalf of you and places them for execution. You represent that you have completed your own due diligence with respect to the Schemes and the scheme information document or any other offer document available on the website of the Asset Management Companies/ Companies managing the Schemes. All investment decisions made by you

shall be at your sole discretion. Mere view of certain Mutual Fund information or any information pertaining to the Schemes does not amount to advisory.

4. You agree that any charges whether existing or prospective levied by the Portal or in respect of your transaction shall be borne by you.

5. The transactions are 'execution only' transactions. You agree that the transactions executed without any interaction or advice by the employee/relationship manager/salesperson of the Company.

6. You hereby allow and/or authorize the Company to utilize and/or procure your KYC information/documents such as identity (name, PAN, age etc.), address and signature from KYC Registration Agency as per Securities and Exchange Board of India (SEBI) KYC Registration Agency Regulations, 2011 or any other authorized entity for sending it to Asset Management Companies (AMC) for the purpose of validation and to comply with the legal and regulatory requirements.

7. You understand that mutual fund transactions executed through your investment account with the Company will be routed through NSE Mutual Fund Platform (NMF II Platform) of National Stock Exchange of India Limited (NSE).

You confirm your acceptance to register under NMF II Platform and abide by the terms & conditions, as may be prescribed by NSE in this regard from time to time.

You authorise NSE to collect the necessary data /information pertaining to your Mutual Fund Investments from all AMC's and their respective RTAs with whom you transact. The data / information authorised to be collected would inter alia include:

- Distributor wise transaction data for past, present and future transactions carried out by you through various transaction platforms including transaction request submitted at any point of acceptance of the AMC subject to the condition that distributor is registered with NSE NMF II Platform
- Scheme wise consolidated unit balance available in your accounts as and when required.

8. As per SEBI guidelines the cut off time for accepting orders in Liquid/Overnight funds is 13:30 hrs and in all other schemes is 15:00 hrs. However, taking into consideration the internal processing time, the cut off time prescribed by NSE for accepting orders is as follows-

- For purchase in Liquid funds and Overnight funds: 12:40 pm
- For purchase in all schemes other than those mentioned above: 2:10 pm
- For redemption and switch in all schemes: 3:00 pm

These cut offs, allotment of NAV is subject to realization of funds in the accounts of the Asset Management Companies / Fund Houses.

You agree that you understand the terms and conditions mentioned below, in case you choose your payment mode as online / debit mandate.

You have selected payment mode as Online mode / Debit Mandate mode method for executing the purchase transaction. Please note the following for non-liquid transactions:

Online payment method:

- For Purchase transactions from all banks except HDFC Bank, units will be allotted on next working day NAV (T+1) or realization of funds in AMC account, if the transaction is authorized by client before cut-off.

•For Purchase transactions from all banks except HDFC Bank, units will be allotted on subsequent working day NAV (T+2) or realization of funds in AMC account, if the transaction is authorized by the client after the cut-off date.

•For Purchase transactions from HDFC Bank account, units will be allotted on same day NAV if received within cut-off else next working day if post cut-off.

Debit Mandate:

•For purchase transactions (irrespective of bank) units will be allotted on subsequent working day NAV (T+2) or realization of funds in AMC account, if the transaction is authorized by the client before cut-off date.

•For purchase transactions (irrespective of bank) units will be allotted on subsequent working day NAV (T+3) or realization of funds in AMC account, if the transaction is authorized by the client after cut-off date.

B.For liquid purchase transactions from all banks except HDFC Bank, units will be allotted on same day NAV if transaction is authorized before cut-off else next working day if post cut-off.

C.For liquid transactions from HDFC Bank account, units will be allotted on previous day NAV if transaction is authorized before cut-off else same day NAV if post cut-off.

9.While using the Portal, you shall always comply with applicable laws and regulations.

10.Stamp duty as per provisions of law, as may be amended from time to time will be charged on applicable transactions and deducted from the investment amount.

11.The Company Reserves the right to revise these Terms and Conditions at any time at its sole discretion.

12.Mutual Fund investments are subject to market risks. Please read the Scheme Information Document and Statement of Additional Information of the Scheme carefully before investing.

13.Any dispute that may arise herein would be subject to Indian Laws and the exclusive jurisdiction of a competent court in Mumbai only.

- **For Accessing the Calculators on the website**

In order to receive indicative/estimated results of your calculations on our Retirement, Financial Goal, IRR, Investment, Inflation Impact and Human Life Value Calculators placed on our websites; kindly note that:

1. Tata Capital Financial Services Limited (“TCFSL”) bearing License no. CA0076 valid till 31st Mar 2022, acts as a composite Corporate Agent for TATA AIA Life Insurance Company Limited, HDFC Life Insurance Company Limited, TATA AIG General Insurance Company Limited, Bajaj Allianz General Insurance Company Limited, New India Assurance Company Limited and Star Health Insurance Company Limited. Registered office of TCFSL is 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013, India. TCFSL does not underwrite the risk or act as an insurer. For more details on the risk factors, terms & conditions please read sales brochure carefully of the insurance company before concluding the sale. Participation to buy insurance is purely voluntary. The above values /calculations are illustrative in nature and shall not be construed as assurance or indicative of any returns. Terms and conditions apply
2. Tata Capital Financial Services Limited (“TCFSL”) is registered with the AMFI as a Mutual Fund Distributor bearing ARN No. 84894 and Tata Capital Wealth is a service offering by TCFSL. Investment-related offerings are brought to you by third-party entities at their sole discretion

and TCFSL shall not be responsible/liable for the same. Mutual Fund investments are subject to market risk and Investors should read all scheme related documents carefully before investing and conduct independent due diligence regarding the same. The above values /calculations are illustrative in nature and shall not be construed as assurance or indicative of any returns. Terms and conditions apply