

Pin Agreement for Transacting On-line

PIN Agreement for Transacting On-line Over Internet & Telephone

The Terms and Conditions set out in this Agreement are a binding contract between yourself and Reliance Mutual Fund (RMF) for use of Personal Identification Number (PIN) for Transacting On-line through Internet on RMF's website www.reliancecapital.com & through Telephone at RMF's Call Centre using the PIN Facility offered by Reliance Mutual Fund through its Investment Manager, Reliance Capital Management Limited and Registrar, Karvy Computershare Pvt. Ltd. This form can be submitted at designated centres of Reliance Mutual Fund.

Please read this Agreement carefully. By signing this agreement you acknowledge that you have read, understood and agree to be legally bound by this Agreement.

Master Account (Folio) No. _____ Date _____

Please fill in capital letters & sign in black ink on all pages.

Name of Sole / 1st applicant Mr. Ms. _____

Name of Parent/ Guardian In case of Minor- applicant Mr. Ms. _____

Name of 2nd applicant Mr. Ms. _____

Name of 3rd applicant Mr. Ms. _____

Address _____

Pin _____

This Agreement (hereinafter referred to as the "Agreement") is made and entered into on this.....day of..... 200..... by and between the abovementioned persons, hereinafter referred to as the "Unitholder/s", and Reliance Capital Asset Management Limited, a company incorporated under the Companies Act, 1956, having its Corporate office at 4th Floor, Express Building, 14- 'E' Road, Churchgate, Mumbai - 400 020, (hereinafter referred to as, "RCAM") which expression shall unless repugnant to the context of meaning thereof shall mean and include its successors, administrators, executors and permitted assigns).

WHEREAS:

RCAM is wholly owned subsidiary of Reliance Capital Limited, which is a part of the Reliance-Anil Dhirubhai Ambani Group.

RCAM is registered with Securities and Exchange Board of India (SEBI) to act as the Investment Manager for the Schemes of Reliance Mutual Fund (hereinafter referred to as the Fund).

RCAM has a dedicated website in the name and style of www.reliancecapital.com (hereinafter referred to as the "website"), which provides information and downloads relating to RCAM and the Fund, including the facility of Online subscription/ redemptions of units and such other services/ facilities as detailed in this agreement. RCAM also has a dedicated Call Centre connected to Telephone No. 30301111, which endeavors to provide information to the Unitholders about their investment in the Fund and also resolves their queries.

The Fund, through its service providers (hereinafter referred to as "Service Providers") offers the facility of transacting on-line through Internet and Telephone for the convenience of its Unitholders and to help the unitholders to gain access to their portfolio of investments in the Fund, for administering and managing the same effectively and efficiently using a Personal Identification Number (hereinafter referred to as "PIN");

WHEREAS:

The Unitholders is / are desirous of availing the services/facilities available through the Website and Call Centre of RMF and RCAM is willing to provide such services/ facilities to the Unitholders subject to the following terms and conditions :

TERMS OF SERVICES

Unitholder's Authorisation & consent for the Online Transactions:

The Unitholder hereby authorises the Fund, who in turn, may authorise any of its service providers, to extend the PIN Facility for the Designated Account(s) of the Unitholder, including an irrevocable authorisation to the Fund to act upon any electronic or telephonic instructions given to the Fund by the Unitholder through use of the PIN Facility and through the PIN, user name, password in connection with the Online Transactions (hereinafter referred to as the "Instructions"), including viewing of Designated Accounts and performing the Online Transactions under the accounts through the Fund's website or over telephone at the Call Centre and as may be permitted by the Fund under the PIN Facility from time to time.

For the purposes of this Agreement, Website shall mean www.reliancecapital.com and the Call Centre shall mean the Telephonic helpline connected to the Fund's Telephone number 91-40-30301111 or such other telephone number or numbers, which RCAM may announce from time to time. Master Account shall mean the Folio Number allotted to the unitholder and hereinafter referred to as "Folio Number". RCAM reserves the right to change, amend or modify the fund's website and/or telephone number as may be intimated from time to time.

Usage of, or subscription to, the said PIN Facility shall be in addition to, and not in substitution of, the existing procedure for conducting the transactions, the services of which are available through the Online Transactions as well.

The Fund shall not be responsible for any errors that may be committed by the Unitholder in the process of conducting any Online Transaction or for error or failure of the transaction over internet due to any network problems. The Unitholder shall make only one application for each transaction, either in physical or electronic form.

PROCEDURE

Issuance of PIN, Security & confidentiality of the information:

A unitholder registering for this facility shall be issued a PIN by the service provider against each Folio Number, after RMF / its service provider satisfies itself that the signature on the PIN Agreement matches with the signature of the Unitholders in the record of RMF. A Unitholder having multiple Folioms with the Fund shall be issued a separate / specific PIN for each Folio.

If a Folio is held by more than one unitholder, separate PINs shall be issued to the each joint holder under the Folio. If the holding basis of the Folio is "Joint", PIN of each unitholder will be required to be entered for any transaction. If the holding basis of the Folio is "Anyone or Survivor", PIN of any one unitholder will be sufficient conducting any transaction

The Unitholder agrees that pursuant to this Agreement, the Fund/its service provider will dispatch the PIN allotted to the Unitholder, by courier or post, entirely at the risk of the Unitholder.

The PIN will be dispatched to the Unitholder's address as recorded with the Fund/ its service provider.

The Fund will record a change in the Unitholder's address only on the basis of written instructions from the Unitholder, subject to signature verification / validation as per normal procedure.

The Unitholder will be responsible to confirm receipt of the PIN to the Fund/ its service provider and notify forthwith, in the event of evidence of tampering with the PIN in the course of post, or non-receipt of the PIN, as the case may be. In such an event or in the event of loss of

PIN by the unitholder or due to unitholder having forgotten the PIN, a request for issue a duplicate PIN shall be considered only on receipt of a written request from the Unitholder(s), subject to signature verification / validation.

The Unitholder shall use the PIN to generate a user-name and password with which to carry out transactions through the website and shall keep the same confidential at all times. The Unitholder may use the same PIN to access various services provided by the Fund over the Internet as well as telephone in respect of his folios.

The unitholder shall have a facility/choice to change the PIN allotted by the service provider to a PIN of his choice and to make the PINs uniform, in the event of having multiple Folioms or multiple PINs.

It shall be the sole responsibility of the unitholder to ensure adequate protection, confidentiality and secrecy of the user name and password as well as the PIN and any disclosure thereof to any other person shall be entirely at the unitholders risk. RCAM in such cases will not accept any kind of responsibility or liability for any loss, damage or harm

Access to the Facility:

In order to access the Facility for the first time through the website, the Unitholder shall be required to create a unique login name (username) and password at the RMF web site. The user may thereafter, map other Folio Number/s, using the corresponding PIN/s. The unitholder may then access the facility by entering his unique username and password on the RMF web site.

Services Offered:

The Unitholder may access the following services using PIN, the user-name and password facility (hereinafter referred to as the "Facility"),

(A) Through Internet:

- Subscription and Additional Subscription to various schemes of the Fund, including any new Schemes launched by the Fund from time to time and which are tagged with the existing Schemes by the Fund for the purpose of conducting such Online transactions.

- Switching units from one scheme to another.

- Redemption of units.

- Change of PIN & Password

- Viewing Portfolio and Transaction history

- Printing of Account Statements, including facility to request for email / Fax back thereof .

(B) Through Telephone:

- Account Balance & Current Value of Investments

- Details of last 5 transactions

- Changing Investor's PIN

The Fund, through its service providers, may offer a facility of Transacting on investor's account via the telephone in due course and the unitholders agrees that the terms and conditions of this agreement will be binding upon him / her for availing of such a facility.

The Unitholder hereby agrees and confirms that the services mentioned hereinabove are only an inclusive list, and the Fund may add or remove any services it may in its absolute discretion decide, which services the Unitholder may use the PIN Facility to access and utilise. In addition to the information and services mentioned above, the Unitholder may also, as and when the facility is extended to other services provided by the Fund, use such Facility to access and utilise any such services provided by the Fund's Website or through Telephone.

RCAM WARRANTIES

RCAM will take best efforts to keep the Website updated on a daily basis, so as to provide most current information to Unitholders. The Unitholder also agrees that the look and feel of the web screen and outputs there from may differ based on the nature of the software used by the Unitholder to browse the Website.


RCAM agrees to take best efforts to protect security of the data placed on the Internet and has for this purpose, required the service provider to sign a confidentiality agreement specifying confidentiality of the data and to restrict external access to the database on the Internet.

The service provider shall ask the Unitholder to enter his/her/its user name and password and PIN or any other transaction specific details before accepting instructions on behalf of Fund.

The Fund / its service provider may, in the interest of the Unitholder, request a fax confirmation of the instructions and any additional information the Fund may require. In such an event, the Fund shall not be bound to act on electronic instructions received, until the said fax confirmation and additional information is received from the Unitholder, in a form and manner acceptable to the Fund.

The Unitholder confirms and agrees that he shall at all times be bound by any modification and/or variations made to the Terms and Conditions hereof and as notified on the Website.

The Fund shall not be required to give the Unitholder individually any separate notice of any of the modification and/or variations that have been notified on the Website.

Signature (Mandatory) 

■ Please sign on all pages

RCAM or the service provider shall have the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice on the website / through email for such changes wherever feasible.

The Fund / its service provider may, in its absolute discretion decide not to carry out any such transaction where the service provider or the Fund has reason to believe that the instructions are not genuine, are unclear, are such as to raise a doubt, are otherwise improper or there is ground to believe that the same is in contravention of any statute/laws in India and cannot be put into effect.

RCAM DISCLAIMERS:

Neither RCAM nor the service provider shall be liable for any unauthorized usage of the PIN & the Unit holder hereby fully indemnifies and holds the RCAM and the service provider harmless against any action, suit, proceedings initiated against it or any loss, cost or damage incurred by it as a result thereof. Further, neither the Fund, nor RCAM nor the service provider shall be liable at all for any misuse if any, of any data accessed through the Call Center, by third parties.

Without prejudice to any other provisions of this Agreement, RCAM and its service provider shall not be liable for any loss or damage whatsoever caused arising directly or indirectly in connection with the services and/or this Agreement, including without limitation any:

1. Loss of data;
 2. Interruption or stoppage to the Customer's access to and/or use of the Call Center
- RCAM or its service provider shall not be responsible for any failure on part of the unit holder to utilize the facility due to the Unit Holder not being within the geographical range within which the Facility is offered.

RCAM or Registrars its service provider have the absolute discretion to withdraw/amend the services provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the Unit holder.

UNITHOLDER COVENANTS:

The Unitholder hereby agrees that access of any facility by use of the user name, password or the PIN as the case may be, will be deemed acceptance of the other terms and conditions as posted on the Website and the Unitholder will unequivocally be bound by such terms and conditions.

The Unitholder confirms and agrees that he shall at all times be bound by any modification and/or variations made to the other Terms and Conditions and as notified on the Website. The Fund shall not be required to give the Unitholder individually any separate notice of any of the modification and/or variations that have been notified on the Website.

The Unitholder agrees and authorises the Fund, its service provider to execute, comply with all or any instruction(s) given to the Fund through use of the facilities available on the website. Any instruction given to the Fund through use of the internet facility and through the PIN, User name, Password (hereinafter referred to as the "Instructions") shall be deemed to have been given by the Unitholder/s to the Fund/service provider and the Fund/service provider shall be entitled to assume that the said instructions are given by the Unitholder/s and the Fund/Registrar shall be protected from acting thereon. The Unitholder agrees that if any unauthorized person gains access to the Facility by using the Unitholder's PIN/ Username and password, the Unitholder agrees to at all times indemnify the Fund/ RCAM, its officers, employees, successors and assigns from and against all actions, proceedings, claims and demands whatsoever for or on account of or in relation to any unauthorized use of the PIN, user name and password Facility and from and against all damages, costs, charges and expenses in respect thereof, unless the same is caused by gross negligence, bad faith or willful default on the part of the Fund.

It shall be the sole responsibility of the unitholder to ensure adequate protection, confidentiality and secrecy of the user name and password and the PIN and any disclosure thereof to any other person shall be entirely at the unitholders risk. The Unitholder shall take all possible care to prevent discovery of the user name and password by any other person. RCAM will not accept any kind of responsibility or liability for any loss, damage or harm in such cases.

The Unitholder shall not use his/her user name and password after the disclosure of the same to any third party. The PIN, user name and password shall be kept secret/ safe and the Unitholder shall ensure that the joint Unitholders do not disclose their PIN, login names or password to any other unauthorized person/s.

RMF or its service provider shall be notified immediately, if a record of the PIN or password, is lost or stolen or if the User is aware or suspects that another unauthorized person has come to know of or has used his/her PIN or password without authority. Upon receiving a written request from the unitholder in such an event, RCAM/ its service provider will cancel the PIN or password and arrange to generate and issue a new PIN / Password in the interest of the unitholder.

The Unitholder hereby releases the Fund and the service provider from any liability whatsoever against misuse of the PIN, user name and password. Further, neither the Fund nor the Registrar shall be liable at all for any misuse if any, of any data placed on the Internet, by third parties "hacking" or unauthorized accessing the server. The Fund/Registrar will not be liable for any failure to act upon instructions or to provide any facility for any cause that is beyond the Fund/Registrars' control.

The Unitholder shall take responsibility for all the transactions conducted by using the Facility and will abide by the record of the transactions generated by RMF. Further such records generated by the Fund shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings.

The Unitholder shall be fully liable to the Fund/its service provider for every transaction entered into using the Facility, whether with or without the knowledge of the Unitholder. In no event will the Fund or its service provider be liable to the Unitholder for any special, direct, indirect, consequential or incidental loss or damages even if the Unitholder has advised the Fund or its service provider of such possibility.

The Unitholder shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the Facility to their transactions and bank accounts, and RCAM / its Registrar shall not be liable of any such unauthorized access and protection of his computer against any computer virus.

The Unitholder undertakes to comply with all applicable laws and statutory requirements and agrees to be bound by and to diligently follow and ensure compliance with the applicable rules, regulations of RMF and the SEBI.

The Fund / service provider may not acknowledge receipt of any instructions nor shall be responsible to verify any instructions. The Fund/ service provider shall endeavor to give effect to instructions on a best effort basis and as soon as practically possible, as permitted by the regulations from time to time. In the event of any instructions being capable of execution in two or more ways, the Fund/ service provider may execute the instructions in any way as it may, in its sole judgment decide.

The Unitholder agrees that the use of the facilities is prone risk of any loss of or interception of information over internet, notwithstanding the secure method of transmitting information adopted by the Fund / its service providers, and that such a risk will be borne by the Unitholder and that the Fund/service provider shall not be liable for the same.

The Fund, the AMC, the Trustee, along with its directors, employees, agents, executors, successors and assigns shall not be liable for any damages or injuries arising out of or in connection with the use of the website and Call Centre or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning, or interruption of business; error, omission, interruption, deletion, defect, delay in operation or

transmission, communication line failure or for any failure to act upon Electronic or Telephonic Instructions or to provide any facility for any cause that is beyond the control of the Fund or its Registrars.

All records of the Fund/service provider, whether in electronic form, magnetic medium, documents or any other with respect to instructions received for use of the Facilities or Instructions received through use of the Facility shall be conclusive evidence of such instructions and shall be binding on the Unitholder.

In case of any discrepancy in the details of any transaction carried out in respect of the Unitholders' account, the Unitholder shall intimate the service provider /Fund within ten days of receipt of the statement of account or information thereof, failing which the transaction will be deemed to be correct and accepted by the Unitholder.

NO WAIVER

No forbearance, delay or failure on part of the Fund/ service provider to exercise any power or right under these terms and conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

DISCLAIMER

The Offer Documents provided on the website set forth concisely, the information about the Schemes that an investor should know before investing. The particulars of the Schemes have been prepared in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 as amended till date and filed with SEBI and the Units being offered for public subscription have not been approved or disapproved by SEBI nor has SEBI certified the accuracy and adequacy of the Offer Documents. The Offer Documents shall remain effective till a "Material Change" (other than a change in the fundamental attributes and within the purview of the Offer Documents) occurs and thereafter the changes shall be filed with the SEBI and circulated to the Users along with the quarterly / half-yearly reports. All Users of RMF website are notified that any information thereon should be used in conjunction with traditional investment techniques, which may include obtaining applicable legal, accounting, tax or other professional advice or services. RCAM indemnifies itself from any omissions, errors or investment consequences arising from the use of this material by any User of the RMF website.

CONFIDENTIALITY

The RMF / RCAM / its service provider shall keep the information relating to the transactions of the Unitholder using the Facility, confidential. Provided however that the Fund is entitled to disclose any information or particulars pertaining to the Unitholder to any authority, statutory or otherwise as may be required by law.

PRIVACY

RCAM or its service provider shall not sell or market any personal information or personalized data of its customers to unaffiliated organizations. RCAM shall maintain the User's personal information and data according to strict standards of security and confidentiality.

TERMINATION

The Unitholder may terminate the PIN Facility by making an application (hereinafter referred to as "the said Application") to the Fund/ service provider in writing and signed by her/him along with other Joint Holders, if the Unitholder wishes to terminate this Agreement and disable the PIN. The Fund shall disable the User ID and the PIN granted to such Joint Unitholders at any time within a period of 10 business days from the date of receipt of the said Application.

The Fund is authorised to terminate the PIN Facility without prior notice on the occurrence of any event, which in the sole opinion of the Fund, may have a Material Adverse Impact on the Designated Account, or on the operations of the Fund, including but not limited to:

1. Non-compliance of the Terms and Conditions set out herein.
 2. Death, insolvency, bankruptcy or liquidation of the Unitholder.
 3. Any other cause arising out of operation of law.
 4. Closing of Unitholder's account.
 5. Such other reason(s) as the Fund may, in its sole and absolute discretion deem proper.
 6. Receipt of a written application from a Joint Unitholder for termination.
- For the purpose of interpretation, an event having a Material Adverse Impact shall include any event, which in the opinion of the Fund, shall impact the reputation of the Fund, its functioning, any potential losses to the Fund, any event which in the opinion of the Fund would amount to a fraud on the Designated Account, or any other event which the Fund may, in its absolute discretion, decide would have a material adverse impact on its operations. Provided, however, that any Electronic Instructions received by the Fund, through the PIN Facility or any Online Transaction executed by the Unitholder, before the termination of this Agreement and disabling of the PIN Facility shall be considered to be a valid instruction to the Fund to execute such Online Transaction.

GOVERNING LAW & JURISDICTION

This Agreement is governed by and construed in accordance with the laws of India. The Courts of Mumbai shall have exclusive jurisdiction over any disputes arising out of or in connection with this dispute. The PIN and all the transactions carried out through the PIN are subject to the terms and conditions of the Offer Documents of the schemes of Reliance Mutual Fund, read with the addenda issued from time to time.

Any dispute arising out of or in connection with these Terms and Conditions will be referred to the arbitration of a sole arbitrator to be appointed by RCAM, in accordance with the Arbitration & Conciliation Act, 1996.

These Terms and Conditions are subject to Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued there under as amended from time to time and other laws, rules and regulations issued by the Government of India relating to mutual funds and provision of the PIN facility.

NOTICE:

Any notice, communication or documents required to be given by either Party to the other under the terms of this Agreement, may be given by personal delivery, registered post, by fax, or by other electronic medium as agreed by both parties from time to time, at the following addresses:

a) If to the Fund:
Reliance Capital Asset Management Limited, 4th Floor, Express Building, 14- 'E'-Road, Churchgate, Mumbai - 400 020.

Telephone: +91 22 30414800 , Fax: + 91 22 30414899 / 30414818

b) If to the Unitholder: At the address of the Unitholder as recorded with the Fund. The notice, communication or document shall be deemed to be effective if given by personal delivery when so delivered, if given by post on expiration of seven days after the notice, communication or document is delivered to the post office for onward despatch, if given by fax or telex upon transmission thereof. Provided that any notice, communication or document given by fax, shall be followed by a confirmation in writing

I/we confirm and declare that I/we have read and understood the "Terms & Conditions of Personal Identification (PIN) usage and Online transactions" and also the "Disclaimer & Terms and Conditions" as posted on Reliance Mutual Fund's website www.reliancecmutual.com.

I/ we agree and shall abide by the norms, Terms & Conditions of PIN usage and online transactions, and agree not to hold Reliance Mutual Fund responsible for my/our actions relating to the use of the PIN Facility.

Signature (Mandatory)	1st Holder / Guardian	2nd Holder	3rd Holder
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(To be signed by all holders, regardless of the mode of holding)

FOR OFFICE USE ONLY	
Signature Verified / Validated _____	PIN Generated on: _____
Date <input style="width: 100px;" type="text"/>	PIN Sent on: _____