## **TERMS AND CONDITIONS**

- 1. These terms and conditions ("Terms and Conditions") shall form a legally binding agreement between "you/the User", and Tata Securities Limited ("We/us/TSL"), establishing the terms governing the access/usage and facilities/offerings provided by Tata Securities Limited or Moneyfy via its WhatsApp Account (hereinafter referred to as "Portal"). These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing any other facilities/offerings provided by TSL and being availed by you.
- 2. You acknowledge that Tata Securities Limited is registered with the Association of Mutual Funds in India as a Mutual Fund Distributor bearing ARN No.0021 and Moneyfy is brought to you by TSL.
- 3. All Mutual Fund Investments are subject to market risks, read all scheme related documents carefully before investing for full understanding and details. Nothing contained herein these Terms and Conditions and other communication shall be construed as constitute investment advice.
- 4. You agree that you are subscribing to and participating in the Services offered by TSL through WhatsApp at your sole discretion and by entering your contact number or following other instructions mentioned in the WhatsApp communication.
- 5. TSL is offering certain services via the WhatsApp Account ("Service") at its sole discretion and reserves the right to add/withdraw/modify/retract any Services or the terms thereof at any time, without any notice. The use of the Service will allow TSL to send relevant communications to the User through WhatsApp. The Service would enable you to:
  - a) Get information about Moneyfy
  - b) Invest in Mutual Funds , Bonds, Fixed Deposits and other investment products as may be included from time to time.
  - c) Apply for Loan
  - d) Apply for Credit Cards
  - e) Apply for Insurance
  - f) Use self service facility :
    - i. View last 5 transactions
    - ii. View transactions up to last 6 months.
    - iii. View Ongoing SIPs
    - iv. View Portfolio Summary
    - v. Request for portfolio Statement
    - vi. Request for call back
  - g) Share Feedback
- 6. You understand that the Service cannot be used for grievance redressal or reporting complaints or any other purpose unless specified by TSL. We shall assume no liability or responsibility for any other service request, complaints, or any other communication on this Portal and will not be bound to take cognizance of any such communication.
- 7. Consent to be taken before entering PAN and DOB for KYC verification on TSL page : You hereby allow and / or authorise TSL to utilize and / or procure your KYC information / documents such as identity, address, signature etc. from the KYC Registration Agency ("KRA") in terms of the Securities and Exchange Board of India (KYC (Know Your Client) Registration Agency) Regulations, 2011 as amended from time to time.

- 8. Consent to be taken before uploading KYC data IDfy: You hereby consent to upload your KYC details including my photograph, identity proof, address proof or any other proof on IDfy, an online platform provided to TSL by Baldor Technologies Private Limited for facilitating your online KYC journey.
- 9. You understand that the receipt of messages by you shall be subject to a working network connection and you shall ensure and maintain an appropriate network connection for the same. We shall not be held responsible for any delay or non-receipt of the responses/communication from you/us.
- 10. We do not warrant or guarantee any uninterrupted or error-free operation of this Portal or any portion thereof and will use reasonable efforts to maintain its operation and availability. 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. TSL and/or its parent or group company or affiliates do not assume any responsibility/liability if the Portal is not fully functional due to the absence/ insufficiency of the required internet connection. TSL and/or its parent or group company or affiliates 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.
- 11. The 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"). The rights to the Content vest with TSL and /or its parent, group, or affiliate companies. 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.
- 12. 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 the 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.
- 13. You agree and authorize TSL 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 consent under the Information Technology Act, 2008 and/or any other statute) and/or the offerings or services and/or other facilities availed by me/us and/or 'financial information' as defined in Section 3(13) of IBC, in or outside India without the 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 TSL 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 TSL 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 entity including who may also use, process the said information and data disclosed by TSL 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/ SEBI or any other Regulator; and / or;
- i. to any other person:
  - to whom TSL may potentially assign or transfer or novate all or any of its rights and obligations;
  - pursuant to the processing or management of data
  - as TSL may deem fit.
- 14. You hereby provide consent to TSL to obtain and / or submit his/her 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. 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 from the Portal.
- 15. TSL has adopted the Tata Code of Conduct ("TCoC") and all our employees and representatives are bound by the same. A copy of the TCoC is available on www.tatacapital.com. In case you notice any violation or potential violation of the TCoC by any of our employees or representatives, you may write to us at ethics@ tatacapital.com intimating us of the same.
- 16. You are aware that authentication technologies and strict security measures are required for using mobile applications. You shall ensure that the passwords/authentication details and/or any personal information or other sensitive information is not revealed to any third party including employees of TSL. You shall be solely responsible for all the communication exchanged between you and TSL while subscribing and participating in the Service.
- 17. 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 TSL assumes no responsibility or liability for any of the foregoing.
- 18. 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 the security safeguards of your WhatsApp account linked to the registered mobile number.

- 19. You agree that you shall not have any claim against us on account of any suspension, interruption, nonavailability or malfunctioning of the Portal due to any link/mobile/technological/system failure at our end for any reason thereof.
- 20. The User expressly authorizes/consents to TSL, its group companies and other companies within the Tata group, its various service providers or agents, to contact him/her through e-mails, telephones, messages, SMS, WhatsApp or other applications or otherwise even if his/her name appears in the National Customer Preference Registry or Do Not Call or Do Not Disturb Register to inform him/her about the marketing schemes, promotional schemes, various financial and other products and/or offerings of other services, loyalty programs or any other aspect offered by them. The User agrees to the use of calls, e-mails, messages, SMS, WhatsApp and/or other applications for communication or sharing of information or documents, agree to abide by the Terms and Conditions of such applications and agree to the risks associated with such applications or sharing of information through them. 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, TSL 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 or sharing of information or therapy communication or sharing of information or the applications for communication or sharing of information and 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 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 wi
- 21. The User agrees that this consent shall continue to be valid even if his/her association with TSL and/or its parent or group company or affiliates has endedYou will use the Portal only with your User ID and password/mobile number 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.
- 22. You agree to accept responsibility for all activities that occur under your User ID and Password/mobile number. You are responsible for maintaining the confidentiality of your password/access, and for restricting access to your mobile phone/computer so that others may not access the Portal in your name and under your User ID and Password/mobile number. You agree to immediately notify us of any unauthorized use of your User ID or Password/mobile number 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.
- 23. 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.

- 24. TSL shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits in relation to the Services. TSL may communicate the amended Terms and Conditions by hosting the same on the Portal or in any other manner as decided by TSL. You shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.
- 25. You agree to indemnify TSL and its parent company/group company/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 and Conditions.
- 26. It is advisable to the User who have subscribed to this Service to delete the WhatsApp Application when changing their device.
- 27. TSL 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. This Portal and these Terms and Conditions shall be governed by and construed in accordance with all applicable laws of India, unless stated otherwise. Any dispute or differences arising out of or in connection with the Services shall be subject to the exclusive jurisdiction of a competent court in Mumbai only.
- 28. Any offer provided by TSL may be withdrawn or modified by TSL at any time without prior notice.
- 29. You understand and agree that any document/information provided by you is true and correct to the best of your knowledge. TSL will not be held liable or responsible for the contents or veracity thereof.
- 30. You hereby declare that you have read, understood, and agree to the Terms and Conditions mentioned herein.
- 31. Nothing contained on the Portal should be considered as an investment or financial advice, and nor should it be construed as an advice to buy or sell or as a solicitation to buy or sell any securities or other investment instruments referred to herein. The intent of this communication is not recommendatory in nature. For detailed disclaimer, please refer.
- 32. In the Tata Capital Group, Home Loans and Home Equity are offered by Tata Capital Housing Finance Limited and other loan products are offered by TCFSL at their sole discretion respectively. Certain other Loan products are brought to you by respective third party entities at their sole discretion.
- 33. All services / offerings like Fixed Deposits, Bonds, Credit Card, Gold Loan or Loan against Gold ,Investment Services, Protection Services related offerings ("Products) are offered by third- party entities at their sole discretion. TSL and/or their parent company/ fellow subsidiaries/affiliates shall not be responsible or liable in any manner for any such offerings. Investors should seek their own independent financial advice /conduct due diligence with respect to the merits and risks involved in the respective offerings. The details regarding

the Products as displayed by TSL are as communicated by such third-party entities TSL do not endorse or certify the same and TSL do not make any claims, warranties, or representation, express or implied regarding the Products or features thereto and shall assume no responsibility or liability in relation to the same.

- 34. All the health-related services/ products/offers are brought to you by Indian Health Organisation Pvt. Ltd. (IHO) and are at its sole discretion. By accepting IHO membership, you agree to receive communications from IHO offering its products/services and you are aware that any query/claim/dispute relating to the health related products/services/offers or the membership shall be taken-up with IHO directly and TSL and/or their parent company/ fellow subsidiaries/affiliates shall not be concerned, responsible or liable in any manner for the services and/or offerings of IHO. vHealth by AetnaTM, is brought to you by Indian Health Organisation Pvt. Ltd., a wholly owned subsidiary of Aetna Inc.
- 35. Tata Capital Limited ("TCL") bearing License no. CA0896 valid till 21-Jan-2027, acts as a Composite Corporate Agent for TATA AIA Life Insurance Company Limited, HDFC Life Insurance Company Limited, BAJAJ Allianz Life Insurance Company Limited, Kotak Mahindra Life Insurance Company limited, TATA AIG General Insurance Company Limited, IFFCO Tokio General Insurance Company Limited & Star Health and Allied Insurance Co Ltd. Please note that, TCL 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.
- 36. T&CS BEFORE TRANSACTING ON BSESTAR MF
  - You understand that mutual fund transactions executed through TSL will be routed through BSEStar Mutual Fund Platform (BSEStar Platform) of Bombay Stock Exchange Limited (BSE) and by accepting these T&C's, you confirm your acceptance to register yourselves under BSEStar Platform and abide by the terms & conditions, as may be prescribed by BSE in this regarding from time to time.
  - You understand that BSEStar is a platform being used to route mutual fund transactions from TSL to the respective Asset Management Companies (AMC) and Registrar and Transfer Agents (RTA). You hereby undertake to indemnify BSE against any loss or damage caused, pursuant to the actions done by BSE in good faith, based on the order feed from TSL or for any other actions done for facilitating the transactions through BSEStar Platform.
  - You confirm that information provided by you true and correct and you acknowledge and undertake the responsibility of the information provided by TSL to BSE in connection with your account and further confirm that BSE or TSL will not be responsible or liable for any loss or claim or liability that may arise on account of incorrect or erroneous data/information provided by you.
  - You confirm that no person or entity including the person/entity, if any, referring you to Moneyfy App have given you any investment advice or solicited any products/investments and all investments made by you are at your sole discretion and volition.
  - You authorise BSE to collect the following data /information pertaining to your Mutual Fund Investments from all AMCs and their respective RTAs with whom you transact. The data / information authorised to be collected are:
  - 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 BSEStar Platform

- Scheme wise consolidated unit balance available in your accounts as and when required.
- You agree as under:
- TSL is a distributor of the Schemes and does not assume any responsibility for the Schemes or any documentation and communication thereof. The platform is only an order collection platform that collects orders on your behalf 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 are made at your sole discretion. Mere view of certain Mutual Fund information or any information pertaining to the Schemes does not amount to investment advice.
- Any charges whether existing or prospective levied by the platform or in respect of your transaction shall be borne by you.
- The transactions are execution only transactions. You agree that the transactions are executed without any interaction or advice by the employees /representatives of TSL.
- Allow and/or authorize TSL or its affiliates/group companies 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 as amended or substituted from time to time 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.
- In case a request is placed after the cut off time prescribed by TSL or on a non-business day, the Net Asset Value (NAV) for the next business day shall be applicable (As per SEBI guidelines the cut off time for accepting orders in non-liquid funds is 15:00 hrs. and in liquid funds it is 14:00 hrs). However, taking into consideration the internal processing time, the cut off time prescribed by BSE for accepting orders is as under:

Particulars	Liquid Schemes (L0)(for T-1 Day NAV) (Any Amount)	Liquid Schemes (NRM) (for T- Day NAV) (Any Amount)	Debt/Equity Schemes (NRM) (For transaction value less than Rs.200000)	Debt/Equity Schemes (For transaction value >= Rs.200000) (L1)
Purchase				
Order Placement	9:00 am to 1:30 pm	9:00 am to 3:00 pm	9:00 am to 3:00 pm	9:00 am to 2:30 pm

NAV (In case of Non - Demat)	T-1 Day (If credit confirmation for funds received before 12.30 PM) or on the day before credit confirmation date	On credit confimration date	T Day	T Day (If credit confirmation of funds received before 2 PM) or on the day before credit confirmation date
NAV (In case of NAV will be applicable on Credit confirmation of Funds Demat)				
Note:- In any type of Scheme make sure investor must initiate the payment before 9:30AM on T+1				

Particulars	Liquid Scheme / Non - Liquid Schemes (NRM) (Any Amount)			
Redemption				
Order placement	9:00 am to 3:00 pm			
Submission of DIS to investor's DP (in case of Demat Transaction)	Before 4:30 pm (T Day)			
Note:- Investor must authenticate the redemption order before 3:00Pm on T Day via SMS or Email in case of Non Demat Transactions				

The request placed post the cut-off date shall be scheduled for the next business day. These cut offs, allotment of NAV is subject to realization of funds in the accounts of the Asset Management Companies / Fund Houses.

- The NAV by the Asset Management companies applicable at the time of transaction shall be final. The NAV shown on the App at the time of transaction can differ on account of delay in publishing the data.
- The Company / BSE reserves the right to revise these Terms and Conditions at any time at their sole discretion.
- Any dispute that may arise herein would be subject to Indian Laws and the exclusive jurisdiction of a competent court in Mumbai only.
- Stamp duty as per provisions of law , as may be applicable from time to time will be charged on applicable transactions and deducted from the investment account.

37. PRIVACY POLICY: Applicable as per the Tata capital privacy policy.

https://www.tatacapitalmoneyfy.com/content/dam/tatacapital/pdf/moneyfy/Privacy\_Commitment.pdf

## 38. DISCLAIMER WHEREVER NAV IS REFLECTED:

- Tata Securities Limited ("TSL") collects the daily NAV, information and other MF scheme related information from AMFI website or Authorized Registrar and Transfer Agents (RTAs) of the AMCs or third party vendors or the AMCs themselves, and process it in order to display the updated information on the App at all times. TSL makes best efforts to ensure that the information is correct and updated at all times. However, as the information is received from a third party, TSL will not be responsible for any incorrect information on the App. To verify validity of any information about mutual fund schemes or information about your investments in mutual fund schemes, TSL suggests that you contact respective AMCs or their respective RTAs.
- The NAV by the Asset Management companies applicable at the time of transaction shall be final. The NAV displayed on the App can differ on account of delay in publishing the data, at the time of transaction.