# **Investment Services Agreement**

# I acknowledge that:

- 1. I have applied for an investment account after understanding the nature and scope of services provided by GIIS Financial.
- **2.** This document is a legal contract between GIIS Financial and I in relation to the services. Clicking on the "I accept" checkbox is the legal equivalent of signing this Agreement.
- 3. The operation of my investment account and the execution of instructions are subject to this Agreement, and the Offer Documents\* of the respective Asset Management Company ("AMC"), GIIS Financial Privacy Policy, and GIIS Financial Terms of Use.
- **4.** My identity on the Services is authenticated by the use of my email address and password (collectively, "Login Credentials"). GIIS Financial will consider my investment instructions authenticated by my Login Credentials to have originated from me.
- **5.** I have the right to transact directly with the AMC even in respect of the investments made through GIIS Financial. I have this right even after the termination of this Agreement.

#### Consent

I hereby give my consent to GIIS Financial to contact me on issues relating to setup and operation of my investment account and to perform the following actions pursuant to my investment instructions:

- 1. To communicate with AMCs and other authorized service providers on my behalf for financial or non-financial transactions executed under this Agreement.
- 2. To verify my Aadhaar number and name against the Central Identities Data Repository maintained by Unique Identification Authority of India. My biometrics will not be stored or shared.
- 3. To share my information with KRAs, AMCs and GIIS Financial service partners, for validation, to comply with legal and regulatory requirements and for the purpose of fulfilling its obligations under this agreement.

#### Under this Agreement, GIIS Financial will:

- **1.** Publish details of brokerage it receives from AMCs and authorized service providers as required under law.
- 2. Verify my information in accordance with the KYC guidelines issued by SEBI from time to time.
- **3.** Facilitate subscription and redemption of mutual fund units by transmitting my money and instructions to the relevant AMC.
- **4.** Promptly and efficiently respond to my queries relating to my online investment account. To this end, GIIS Financial will record your phone calls and emails with our employees for legal compliance, security, employee training, and other lawful purposes.

# Under this Agreement, my obligations are to:

- Provide accurate information and supporting documents to GIIS Financial for the creation and maintenance of my investment services account. I understand that if I provide false, inaccurate or incomplete information to GIIS Financial, GIIS Financial will not be able to provide me its Services.
- 2. Ensure that the money I invest is from my bank account, is from legitimate sources, and is remitted through approved banking channels.
- 3. Keep my Login Credentials safe and secret. Promptly change my Login Credentials and inform GIIS Financial of any actual or suspected unauthorised use of my Login Credentials.
- 4. Make an informed investment decision by reading the Offer Documents\* of the mutual fund schemes that I am investing in.
- 5. Seek independent financial planning, legal, accounting, tax or other professional advice before investing or withdrawing.

# I further acknowledge and agree to the following:

- 1. My instructions will be processed the same day if received before the cut-off times specified by GIIS Financial If not, they will be processed on the next business day. GIIS Financial may specify cut-off times earlier than the times specified by the AMC/SEBI.
- 2. GIIS Financial will forward my instructions to the AMC electronically, and the AMC will process the transactions on the basis of such electronic instructions. AMCs are not obliged to accept my application for subscription to units of their mutual fund schemes in part or in full.
- 3. My bank may charge me a fee for failing to maintain sufficient balance to make an investment from my bank account. GIIS Financial does not levy nor does it receive those charges.
- 4. In case I violate this agreement, or any local or international laws, GIIS Financial may, at any time and at its sole discretion, terminate my investment account and/or prevent me from accessing the Services.
- 5. GIIS Financial may modify these terms at any time by informing me. My continued use of the Services will imply my acceptance of the changes.

# I will not dispute and/or hold GIIS Financial responsible for:

- 1. Any act that is not an obligation of GIIS Financial in this Agreement.
- 2. Any disclosures made by GIIS Financial to any statutory body under any law.
- 3. Any loss, notional or otherwise, incurred because of
  - A. Delays either at the Bank, Registrar and Transfer Agency or AMC.
  - B. Rejection of my instructions by the Bank, Registrar and Transfer Agency or AMC.
  - C. Processing of instructions authenticated by my Login Credentials.
  - D. Non-availability or non-accessibility of the Website, electronic payment gateway, telephone(s), or office(s) of GIIS Financial for reasons including those beyond GIIS Financial control.
  - E. Any inaccuracy or typographical error on the Website or the mobile application or any written, E-mail & SMS communication. GIIS Financial specifically disclaims any liability for such inaccuracies or errors.

#### Indemnity

I agree to indemnify, defend, and hold GIIS Financial and its authorized service providers harmless from and against any and all losses, including legal fees, arising out of or relating to your failure to provide:

- 1. True and accurate information to GIIS Financial or to update the information as required.
- 2. Timely instructions to change or cancel your investments per the time period and information provided by GIIS Financial.
- 3. Physical evidence of self-verified and scanned documents within 3 business days of request by GIIS Financial.

#### **Limitation of Remedies**

In no event will GIIS Financial or its authorized service partners or their respective officers, directors, or employees be liable for any action performed or omitted to be performed or for any errors of judgment in relation to my investment account.

Various features of the Services are offered or processed through authorized service providers. All authority granted to or limitations of liability of GIIS Financial shall include its representatives and those of its authorized service providers.

# 1. Governing laws

The laws of India govern this Agreement. All disputes are subject, firstly, to discussions in good faith, and then to arbitration by a sole arbitrator appointed by GIIS Financial. The venue of arbitration will be Bangalore.

### 2. Term and Termination

This Agreement is valid for a continuous period unless I terminate it by closing my investment account or GIIS Financial closes my investment account for non-compliance with this Agreement or any applicable laws.

#### 3. Effects of Termination

GIIS Financial will continue to securely maintain a record of my personal information and my financial transactions to fulfill regulatory obligations. GIIS Financial will provide me details of the AMCs in whose mutual fund units I am invested in and will fulfill my redemption/transfer requests, if required.

#### 4. SEBI Caution

Mutual Fund investments are subject to market risks, read all scheme-related documents carefully. I understand that the past results of a mutual fund are not a guarantee to its future performance.

\* Offer Documents: Collective term for Offer Document, Scheme Information Document, Statement of Additional Information, Key Information Memorandum, issued by the Asset Management Company that manages the mutual fund.