

## **Technology Facilitation Agreement**

- ✓ **Consent by the User:** The User hereby consents to the following: "I / We have read and understood the terms and conditions of this Agreement for availing of the Services provided by Finzoom.

**Introduction:** This Technology Facilitation Agreement ("Agreement") sets forth the terms and conditions under which Finzoom Investment Advisors Private Limited ("Finzoom"), a company incorporated under Companies Act, 2013 having its registered office address at 616, 6<sup>th</sup> Floor, Suncity Success Tower, Golf Course Extn Road, Sector 65, Gurugram, Haryana 122005 will facilitate the User with the purchase of direct Mutual Funds. By facilitating Mutual Fund transactions through its Platform, the User acknowledges that it has received, read, and understood this Agreement and agree to be bound by its terms and conditions. Upon the utilization of the Services, the User shall be subjected to the [Terms and Conditions](#), [Privacy Policy](#) laid down on the Platform which shall be read along with this Agreement. This Agreement shall not become effective until accepted by the User, and such acceptance may only be evidenced by internal records maintained by Finzoom. This Agreement supersedes any previous agreements the User may have made individually with Finzoom regarding his/her Account.

### **I. DEFINITIONS**

Unless the context otherwise requires, the following expressions shall have the meaning assigned to them hereunder:

- A. **"Agreement"** shall mean this Agreement for availing of direct Mutual Funds by the User;
- B. **"AMC"** shall mean Asset Management Companies;
- C. **"Anti-Corruption Laws"** means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including the Prevention of Money Laundering Act 2002, UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, each as amended;
- D. **"Applicable Laws"** means any applicable statute, law, ordinance, regulation, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time;
- E. **"Business Day"** shall mean a day on which commercial banks in New Delhi are open for business;
- F. **"BSE STAR MF Platform"** means Bombay Stock Exchange Star MF Platform. It is a recognised stock exchange infrastructure facility to purchase and redeem Mutual Fund units directly from Mutual Fund/Asset Management Company;
- G. **"Force Majeure Event"** shall mean and include any event, due to any cause beyond the reasonable control of Finzoom, including without limitations, unavailability of any communication systems, breach, or virus in the digital processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, lockdown, computer hacking, epidemic, pandemic, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.
- H. **"NAV"** means implies "per-share" value of the fund, which is used for valuing and transacting the fund shares;
- I. **"Platform"** shall mean mobile applications and website <https://www.indmoney.com> under the brand name of INDmoney, ("Platform") operated, managed and owned by Finzoom Investment Advisors Pvt Ltd;
- J. **"SEBI"** means Securities Exchange Board of India;
- K. **"Services"** means the services provided by Finzoom under its regulatory capacity to the Users which shall allow the Users to purchase/redeem direct Mutual Funds and to switch between regular Mutual Funds to direct Mutual Funds on the Platform. Finzoom shall be merely acting as a transaction facilitator for facilitating such direct Mutual Funds transaction;
- L. **"User"** shall mean any individual or non-individual using and availing the Services offered by Finzoom;
- M. **"User Data"** shall mean any data, record and information about the User, including but not limited to User's personal information, and any other data and information of the User, whether in paper, electronic, or other form, or otherwise possessed or stored by Finzoom for availing such Services by the User.

### **II. GENERAL TERMS**

- A. Finzoom and the User are collectively referred to as **"Parties"** and individually as a **"Party"**.
- B. The User understands that the User shall be availing the Services offered by Finzoom vide this Agreement.
- C. The Parties are now entering into this Agreement to record the terms of their understanding, as contained herein. The Parties further understand that the Agreement supersedes all previous agreements, engagement letters, arrangements, representations and understandings between the Parties pertaining to the Services.

### **III. SCOPE OF SERVICE**

Finzoom provides Services to its Users through BSE STAR MF Platform with whom Finzoom has entered into a relationship for offering such Services. The Services shall comprise of purchase and redemption of direct Mutual Funds on the Platform and switch and redemption from regular Mutual Funds to direct Mutual Funds. Such Services are facilitated by Finzoom to its Users through BSE STAR MF Platform vide registration code 24801. In order to avail the Services, the User shall be directed to open an account with BSE STAR MF Platform and the User shall on its sole discretion purchase and redeem the Mutual Fund units of the respective AMC's listed on the BSE STAR MF Platform.

For clarity, Finzoom has provided technology Platform for the execution of Mutual Funds transactions and the same shall not be construed by the User as an investment advisory or a proposal/offer or recommendation by Finzoom. The User hereby agrees and acknowledges that the investment decisions so undertaken by the User shall be made by the User after due analysis of his/her financial circumstances and needs, investment objectives and risk assessment. All decisions to invest and all decisions to perform investment transactions shall be made by the User and shall be on the basis of the User's own personal judgment arrived at after due analysis.

#### **IV. ACTIONS TO BE UNDERTAKEN BY THE USER**

In order to avail the Services, the User shall perform the following actions:

- i. The User shall download the INDmoney Application and register in the Application by providing all requisite information accurately.
- ii. Once the profile is created by the User, subject to complete approval from the Platform, it shall be qualified to be a part of the Platform wherein, it can utilise the Platform for the said purpose as ascribed above;
- iii. Pursuant to purchasing such Services, the User shall undertake all actions as may be required for (i) execute the Account Opening Form/ and all such documents as may be necessary for purchase of such Services; and (ii) undertake all actions as may be necessary to effect the execution of Services, in the agreed manner amongst the User and BSE STAR MF Platform.

#### **V. OBLIGATIONS OF THE USER**

- A. The User agrees and undertakes that the User shall provide correct data and information to Finzoom as may be required by it for the purposes of rendering of the Services to the User, including, name, email ID, phone number, PAN number, address and any other data and information required for the purposes of getting the transaction executed of the User under the provisions and guidelines as provided by regulatory authority/ies. User further agrees to provide any data and information which Finzoom may reasonably request from time to time, in order to enable Finzoom to perform the Services or comply with any laws, regulations and policies in relation to KYC. The User understands that Finzoom shall not accept any liability which may arise as a consequence of erroneous information provided by the User.

#### **VI. FEES AND CHARGES**

Finzoom shall charge no such Fees from the User for its transaction facilitation Services provided under this Agreement.

#### **VII. NO LIABILITY**

- A. The User acknowledges and agrees that Finzoom does not assure that availing of such Services will result in profits or avoid losses or that the Services will not at any time be affected by adverse tax consequences, technical failures, timely regulatory compliance to a new law. Finzoom will not be liable to the User for any error or loss suffered by the User in connection with such Services provided to the User by Finzoom.
- B. All decisions in relation to investments are based on the User's own evaluation of the User's financial circumstances and investment objectives. Any decision, action or omission to buy, sell or hold Investments shall be based solely on the User's own verification and a proper evaluation of all the relevant facts, financials and other circumstances and neither Finzoom nor any of Finzoom's employees, officers, directors, personnel, agents or representatives shall be responsible or held liable for the same for any reason whatsoever.
- C. Finzoom shall not be held liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failures, technical glitches; network errors, delay or loss of data due to the above and in circumstances of Force Majeure Event/s.

#### **VIII. PAYMENT AND TRANSACTIONS**

The Payment Gateway available on the Platform for investing in Mutual Funds is also provided by BSE Star MF Platform. Finzoom is acting as a facilitator for the Mutual Fund transactions on the Platform. Finzoom does not warranty or guarantee the performance of any Mutual Fund schemes that they offer. The User details like PAN, Address Details, Bank Details and Documents, Signature, etc would be shared with BSE Star MF Platform to facilitate the Mutual Fund order and Payment processing to be passed to relevant AMC's. Such records may be

used for authorizing the transactions that have been submitted by the User. Finzoom and BSE Star MF Platform would be communicating messages on the Mobile Number and email ID provided by the User to inform the status of the orders/ Investments/Portfolio/New schemes etc. The money debited from the User's registered bank account in case of transactions in Mutual Funds shall be collected and it will be credited / transferred to the respective Mutual Funds either on the same day (in case the order is placed before the cut off time) or the next working day (in case the order is placed after the cut off time). Hence, the User agrees, understand and acknowledge that there would be an interim time lag in transferring / crediting the money to the respective Mutual Fund account. The units of the schemes shall be allotted, redeemed or switched, as the case may be, at the Net Asset Value (NAV) prevalent on the date of the transaction request. The User agree that any transaction request falling due on a holiday or after the cut off time mentioned on the Platform would be processed on the next working day and respective NAV would be applicable as per the Mutual Fund's scheme information document. The cut-off timings will be prior to the statutory cut-off timing specified under the SEBI Regulations and the scheme information document for operational convenience. The User can refer on the Platform for updated status with respect to the order at all times. There may be a possibility of variances in values arising out of delayed data feeds, transmission losses in electronic data, electronic fund transfer etc. for which Finzoom and its authorised representatives shall not be liable. The User agrees to maintain a clear balance in its Bank Account at all times to cover the purchase price and other costs and charges / quantity of units.

#### **IX. COMPLIANCE WITH LAWS**

In order to avail this Service, the User shall abide by the terms and conditions provided in the circulars provided by BSE STAR MF Platform and as may be specified by Bombay Stock Exchange (BSE) from time to time in this regard. The User shall ensure compliance with the requirements as may be specified from time to time by SEBI and the Association of Mutual Funds of India (AMFI).

#### **X.DISCLAIMER**

THE USER EXPRESSLY AGREES THAT FINZOOM IS NOT LIABLE OR RESPONSIBLE AND DOES NOT REPRESENT OR WARRANT FOR ANY DAMAGES / ANY LOSS OF INTEREST AND/ OR OPPORTUNITY LOSS AND /OR ANY LOSS ARISING DUE TO MOVEMENT OF NET ASSET VALUE (NAV), NOTIONAL OR OTHERWISE DUE TO NON-EXECUTION OF ORDERS OR ANY INCORRECT EXECUTION OF ORDERS WITH REGARD TO THE MUTUAL FUNDS CHOSEN BY THE USER DUE TO, BUT NOT BEING LIMITED TO, ANY LINK/SYSTEM FAILURE, SUFFICIENT/INSUFFICIENT FUNDS IN THE USER'S BANK ACCOUNT WHICH MAY OCCUR AT USER'S END.

MUTUAL FUND INVESTMENTS ARE SUBJECT TO MARKET RISKS, READ ALL SCHEME RELATED DOCUMENTS CAREFULLY. THIS IS IN NO WAY TO BE CONSIDERED AS AN ADVICE OR RECOMMENDATION. MUTUAL FUNDS TRANSACTION FACILITATION SERVICES ARE PROVIDED BY FINZOOM INVESTMENT ADVISORS PRIVATE LIMITED IN PARTNERSHIP WITH BSE STAR MF PLATFORM. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RETURNS. PERFORMANCE AND RETURNS OF ANY INVESTMENT PORTFOLIO CAN NEITHER BE PREDICTED NOR GUARANTEED.

MUTUAL FUND INVESTMENTS ARE NOT EXCHANGE TRADED SERVICES. FINZOOM INVESTMENT ADVISORS PRIVATE LIMITED ACTS IN THE CAPACITY OF FACILITATOR OF THIS PRODUCT. FINZOOM IS ONLY PROVIDING TECHNOLOGY SERVICES AND ALL DISPUTES WITH RESPECT TO MUTUAL FUND INVESTMENTS WOULD NOT HAVE ACCESS TO INVESTOR REDRESSAL OR ARBITRATION MECHANISM IN INDIA. FINZOOM ACCEPT NO LIABILITIES FOR ANY LOSS OR DAMANGE OF ANY KIND ARISING OUT OF ANY ACTION BY THE USER.

#### **XI. PERSONAL DATA, COLLECTION AND INFORMATION**

Finzoom collects personal data & information to provide services to the User. Personal information may be processed by or transferred or disclosed to and / or to third parties like BSE Star MF Platform, Financial Institutions, RTA's, AMC's, KRAs, CERSAI, Government Agencies, or third party service providers & partners etc.

#### **XII. PRICE DATA & NET ASSET VALUE (NAV)**

NAV / prices / any data shown on the Platform to the User for the purpose of transacting in Mutual Funds are shown directly on an 'as is' basis, which may be provided by BSE STAR MF Platform/any other data provider, directly by AMC's and/or by any such entity that Finzoom may have an agreement/association with. Differences in such price data due to any delay/connectivity issues, Finzoom shall not be liable for any such inaccuracy or consequential damages. The User is required to do its own diligence on prices required to be paid by the User on transactions made on Mutual Funds, and all such decisions to transact to such Mutual Funds would be based on User sole

discretion. Upon any investment made, units are allocated by Mutual Funds/ AMC's as per applicable NAV issued as the case may be, which is not under the control of Finzoom. Finzoom does not warrant that the calculation of NAV and units allotted by Mutual Funds are correct. In case you notice any discrepancy, Finzoom customer support team shall help/assist the User to resolve such query.

### **XIII. ANTI-CORRUPTION**

Neither Party shall, directly or indirectly, make a bribe or other illegal gift or payment or offer, promise or authorise a bribe or other illegal gift or payment to any public or private person or entity, in connection with this Agreement.