

TERMS AND CONDITIONS

Computer Age Management Services Pvt. Ltd. ("CAMS") and HSBC Asset Management (India) Private Limited ("HSBCAMC") undertake to offer, at the request of the Unitholder(s), services through automated software, which will enable the Unitholder or an authorized person of the Unitholder ("User") to carry out certain transactions / give instructions on the Unitholders' account over the Internet or Telephone as may be enabled by CAMS and HSBCAMC from time to time.

The User will be allotted a HSBCMF Personal Identification Number ("PIN") for this purpose; the PIN is required to identify the User.

The PIN shall be issued by CAMS / HSBCAMC against each folio number. A Unitholder may have multiple folio numbers and a corresponding PIN will be allotted for each folio.

The PIN will be allotted subject to the application form for subscription to Units being complete in all respects.

The User may avail of any of the following services using the PIN facility as and when enabled by HSBCAMC:

- Additional purchase / redemption of Units or switch of Units between schemes / plans
- Access to NAV information and Unit balance information and Account / taxation details
- Ability to print Account Statements in client-independent standard format

The PIN will be generated using random number logic and will be mailed to the Unitholder using secure, tamper-proof stationery to the address of the Unitholder recorded with HSBCAMC. While receiving the PIN, the Unitholder should ensure that it is received in a sealed envelope. In case the Unitholder does not receive the PIN or has any doubt that the same has been tampered with, he should forthwith inform CAMS or HSBCAMC about this.

The User must report the loss or leakage of the PIN to CAMS or HSBCAMC immediately upon discovery of such an event. CAMS or HSBCAMC may at its absolute discretion issue to the Unitholder, a new PIN on the terms and conditions stated herein or such terms and conditions as HSBCAMC may deem fit. The new PIN shall be dispatched to the address of the Unitholder recorded with HSBCAMC.

It is the sole responsibility of the User to ensure that the PIN is kept confidential and not divulged to anybody else. Transactions made using the allotted PIN shall be deemed to be made by the Unitholder.

Transactions carried out by use of PIN shall be subject to the offer documents of the schemes of HSBC Mutual Fund and applicable laws, rules and regulations.

The Unitholder hereby irrevocably authorizes and instructs HSBCAMC and/or CAMS to act as his / her agent and to do all such acts as HSBCAMC and/or CAMS may find necessary to provide the facility.

Who can operate?

- **If the Unitholder is not an Individual:** The Authorised signatories (as mentioned in the application form at the time of subscription of Units) may designate any individual as a authorized person and his / her personal details should be submitted to CAMS.
- **If the mode of holding is 'SINGLE':** this facility will be available to the sole Unitholder.
- **If the mode of holding is "ANYONE OR SURVIVOR" or "JOINT":** all the Unitholders may Transact using this PIN and HSBC Mutual Fund or its RTA will not be held responsible in case of any un-authorized transactions placed by anyone of the joint holders. HSBC MF or its RTA will not be responsible on account of any dispute between the holders to the folio.
- **If the Unit holder is a minor:** the Guardian shall be eligible to avail of this facility. In such case, the personal details of the Guardian shall be submitted to CAMS.

The PIN facility will be made available Irrespective of mode of holding. Transactions over the Internet or Telephone will get processed during the immediately following business hours on a Business Day, even if the instructions of such transactions are delivered by the User outside of the business hours or on a non Business Day. The NAV will be allotted in line with the uniform cut-off timings guidelines issued by SEBI.

CAMS and / or HSBCAMC may in the interest of the Unitholder, request a written and signed confirmation of instructions or any additional information required. CAMS and / or HSBCAMC shall not be bound to act until such confirmation or information is received.

The Unitholder agrees to execute all documentation as may be required from time to time by CAMS and / or HSBCAMC in respect of the PIN facility.

The Unitholder shall at all times be bound by any modification and / or variations made to these Terms and Conditions.

The Unitholder shall indemnify CAMS, HSBCAMC its officers, employees, successors and assigns, HSBC Mutual Fund, Trustees of HSBC Mutual Fund ("the said Persons") for all liabilities, losses, damages, costs, expenses, actions, proceedings, claims and demands whatsoever which the said Persons may sustain or incur either directly or indirectly for and on account of and/or in relation to use of the facility including but not limited to the following:

- providing the facility of carrying out transactions over the Internet or Telephone or by reason of CAMS in good faith taking or refusing to take or omitting to take action on instruction(s) received by them.
- fraud or dishonesty relating to any transaction by the User.
- non-compliance of the terms and conditions under which the facility is granted to the User.
- non-compliance by CAMS and / or HSBCAMC of User's instructions due to inadequate balance of units or money in Unitholder(s) account.
- Negligence or mistake or misconduct of the User.
- any information given out by the software system being inaccurate / incorrect.

The Unitholder shall give CAMS / HSBCAMC ten working days' notice in writing if the Unitholder wishes to terminate this facility. CAMS or HSBCAMC can terminate the facility without prior notice on the occurrence of any of the following events:

- non-compliance of the Terms and Conditions set out herein.
- death, insolvency, bankruptcy or liquidation of the User.
- any other cause arising out of operation of law.
- closing of Unitholder's account.
- Such other reason(s) as HSBCAMC may deem proper.

CAMS / HSBCAMC may record the telephone calls by the User as evidence of the transaction.

The said Persons shall not be liable for:

- any transactions that are carried out over the Internet or Telephone, given by unauthorised individuals who have gained knowledge of the PIN.
- any loss, damage or liability incurred or suffered by the Unitholder due to any error, defect, failure or interruption in the provision of this facility arising from or caused by any reason whatsoever.
- misuse if any, of any data placed on the Internet on account of unauthorised access of such data.
- not verifying the identity of the person giving the instructions over the Internet / Telephone.
- not carrying out any such instructions where CAMS and / or HSBCAMC has reason to believe that the instructions are not genuine or are otherwise improper, unclear, vague or raise a doubt.
- The relevant web screens not being current on occasion and/or the look and feel of the web screens and outputs therefrom differing from time to time including on account of the nature of the software used by the User to browse the website(s).
- withdrawing / suspending the facility wholly / partially without prior notice.

The Unitholder shall be entirely responsible for every transaction entered into using the PIN, whether the same be with or without the knowledge of the Unitholder. Further, such records generated by CAMS / HSBCAMC shall be conclusive proof and binding for all purposes and may be used as evidence in any proceedings.

The Unitholder hereby releases the said Persons from any liability and responsibility whatsoever in respect of use and misuse of PIN.

The User agrees that use of the PIN will be deemed acceptance of the Terms and Conditions and the User will unequivocally be bound by these Terms and Conditions.

No forbearance, delay or failure on part of HSBCAMC / CAMS 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.

These Terms and Conditions will be governed by Indian laws and the Courts in Mumbai shall alone have jurisdiction. In case of dispute, the matter will be referred to arbitration of a sole arbitrator to be appointed by HSBCAMC in accordance with the Arbitration and Conciliation Act, 1996. The place of such arbitration will be Mumbai.

These Terms and Conditions are subject to Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued thereunder 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.

Words and expressions used and not defined herein but defined in the offer document of the relevant scheme shall have the same meanings respectively assigned to them in that offer document.