



# MF Utilities India Pvt. Ltd.

103-105, Orion Business Park, Ghodbunder Road, Kapurbawdi  
Thane (West) - 400 610  
CIN : U74120MH2013PTC242939

## Dist. Login Access Request form for Non Individual TransactEezz

Please read all the instructions carefully before filling the form  
Please fill in ENGLISH and in BLOCK LETTERS with black ink  
This facility is available only for Non-Individual investors.  
Fields marked with (\*) are mandatory and if not filled, the form is liable for rejection

### A. \* UNITHOLDER INFORMATION:-

Common Account Number (CAN)																			
Name of the Applicant																			

### B. \* Details of Users to whom Login Access is to be provided for APPROVING a transaction (a maximum of 3 levels and 10 users per level):-

Level	Name of the User	Date of Birth	Designation	Official Email ID	Mobile No.	Off. Tel.No
		DD / MM / YYYY				
		DD / MM / YYYY				
		DD / MM / YYYY				
		DD / MM / YYYY				
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		DD / MM / YYYY				
		DD / MM / YYYY				
		DD / MM / YYYY				

Note: Amount based transaction authorization limits will be set for the above users as per the Board Resolution provided. The authorization rules will apply purely for Amount based transactions only.

### Terms and Conditions for access and usage of MF Utility ("the system") / www.mfuonline.com ('the portal') by Non - Individuals Investors:

- We are desirous of accessing and using the Portal and in consideration of MF Utilities India Private Limited ("MFUI") agreeing to grant us the same, we hereby agree to abide by the following terms and conditions:
- We acknowledge to have read and understood the Terms and Conditions contained herein and agree to be legally bound by them at all times by ticking the "I Accept the Terms and Conditions" and transacting through the System / portal. All transactions done through the System / portal shall at all times be bound by the terms and conditions contained herein. Our continued usage of the portal shall at all times be deemed to be our acceptance of the terms and conditions contained herein or as may be amended from time to time.
- MF Utilities India Private Limited ("MFUI") reserves the right to change the Terms and Conditions at any time, without notice, and the revised Terms and Conditions shall be posted on the portal from time to time. Our continued usage of the portal shall at all times be deemed to be acceptance of the terms and conditions as may be in force.
- We hereby irrevocably authorize MFUI and its Agents / Service Providers, to act upon any Electronic Instructions given by us to MFUI through acceptance of transaction link sent to authorised personnel's email / SMS response or login by authorised personnel into MFU system.
- Portal Access only to authorised personnel:** Access to the Portal shall be provided only to those personnel whose details have been provided by us to MFUI in the prescribed form. We shall provide a Board Resolution along with the Form for MFUI to grant access to our authorised personnel. It shall be our responsibility to promptly communicate to MFUI any changes in the list of authorised personnel. We agree and confirm that MFUI is not in a position to verify the user of the Portal and thereby shall not be held liable for any transactions done by the authorised personnel fraudulently or inappropriately or in misuse of the authority granted by us or by any other person using the credentials of the authorised personnel. Any transaction done through the Portal by our authorised personnel shall be deemed to have been carried out by us. We agree and confirm that the authorised personnel have full authority to act for and on our behalf in all matters relating to the usage of the Portal.
- Approval of Transaction by Authorised Personnel :** All transactions initiated by the Distributor / Investment Advisor requires approval by our authorised personnel as per the approval rules set in MFUI system based on the Board Resolution or an equivalent document provided by us. Accordingly, when the Distributor / Investment Advisor initiates / creates the transaction, an email and SMS shall be sent to the registered email id and mobile number of the authorised personnel(s) qualifying to approve the order. **The Distributor / Investment Advisor will also have an option to choose the authorised personnel(s) to whom such email and SMS communication is to be sent.** The authorised personnel(s) have the option of approving the transaction either by login to the MFUI system using the Login ID issued to them (OR) by clicking the Accept button available in the Email link received by them to the registered email ID or by responding to the SMS received from MFUI along with the token number.
- Time-stamping of the Transaction:** Where multiple approvals are required, the final approval will be considered for the purpose of time-stamp by MFUI i.e the time of receipt of the SMS response from the final authorised personnel (or) the time of the final authorised personnel clicking the "Accept" or "Reject" button in the authorization screen, available upon accessing the email link (or) the time of the final Authoriser clicking the "Accept" or "Reject" button in the authorization screen using the login access to MFU system.
- We and our authorised personnel shall be solely responsible for the confidentiality of the User ID and Password / access by third party to emails and SMS on mobile devices and shall take all possible care to prevent discovery of the User ID and Password / access to emails and SMS by any other person. In no event shall we hold MFUI liable or responsible for any online transactions undertaken under the CAN through usage of the User ID and Password or acceptance of email / SMS links of transactions.
- We agree that MFUI reserves the right to seek any additional information / confirmation (oral / written) as it may deem necessary to authenticate the transaction.
- MFUI may, in its absolute discretion, suspend the Online Facility granted or decide not to carry out any such transaction where the KYC requirements are incomplete or incorrect, transactions are designed in a manner to violate any law or any information submitted to MFUI / its related parties is incomplete, false or misleading or it has reason to believe that the Electronic Instructions are not genuine or are unclear or are otherwise improper and cannot be put into effect.
- MFUI only provides facility to submit transactions in multiple schemes of various Mutual Funds. The respective Mutual Fund / AMC at its discretion may accept or reject any transaction. We shall not hold MFUI liable for any loss, damage etc. arising from rejection of transactions by Mutual Fund / AMC. Further, all transactions will be governed by the rules of the individual Mutual Fund / AMC as stated in their Scheme Information Documents and therefore submission of a transaction and time stamping at MFUI portal shall not be deemed to be guarantee of acceptance and processing of transaction by the Mutual Fund / AMC.
- Online Transactions where KYC process is pending, shall be accepted by MFUI and passed on to the specific AMC/RTA who may at their sole discretion decide whether or not to process the transaction due to the pending KYC status and we will not hold MFUI liable for such non-acceptance by the specified AMC/RTA.
- Online transactions in the event of missing / incomplete "Additional KYC" and/or "FATCA" are liable to be rejected.
- We shall not use the Online Facility to conduct any transaction(s) that are designed to contravene or circumvent any provision of law, regulation or guideline, including but not limited to the provisions of the Income Tax Act, Foreign Accounts Tax Compliance Act ("FATCA"), the Prevention of Money Laundering Act (PMLA), Foreign Exchange Management Act (FEMA) or the provisions of the respective SID / KIM and addendums thereto, particularly the guidelines relating to Third Party Payment and Applicability of NAV.
- The uniform cut-off time as prescribed by SEBI and as mentioned in the SID / KIM and addendums thereto of respective schemes shall be applicable for applications received on the portal.

**15 Realization of funds with regard to subscription transactions:-**

- a. For subscription transactions made through MFU, the funds are to be credited to the MFU Escrow Account and thereafter transferred to the respective AMC / Scheme accounts by MFU in proportion to the investments made in respective schemes. Payments to MFU Escrow Account can be made through Net Banking or RTGS or NEFT or PayEezz .
- b. In case of net banking payments or PayEezz , MFU Escrow account will be credited not less than T+1 business/working day wherein T refers to the payment initiated day. MFUI will ensure to transfer the funds to the AMC Accounts upon receipt.
- c. **All credits received into the MFU Escrow Account before 1.40 p.m. (for scheme cut-off of 2.00 p.m.) and 2.40 p.m. (for scheme cut-off time of 3.00 p.m.) will be transferred to the Scheme accounts by 2.00 p.m. and 3.00 p.m. respectively. In respect of credits to the MFU Escrow Account between 1.40 p.m. / 2.40 p.m. to the respective cut-off times, funds will be transferred to the Scheme accounts on a best**
- d. **Alternately, MFUI offers 'Direct to AMC' payment facility at their discretion. In which case, the funds are to be credited to the respective AMC / Scheme account and such account and payment details should be mentioned in the transaction submitted through MFU.**

**16 NAV Applicability:**

- a. All current rules with regard to NAV applicability shall apply to the transactions done online through the portal.
- b. In case of subscription transactions where the availability of funds for utilization / time of credit is considered for applicability of NAV, irrespective of whether the subscription payment is done to MFU or Directly to the AMC, the time of credit to respective AMC Accounts shall be considered for NAV applicability.

**17 Restriction on Acceptance of Third Party Payments for Subscription of Units in Mutual Fund Schemes:**

- a. The payment should be made only from one of the bank accounts registered under the CAN being transacted.
- b. In case it is found that the payment is not made from a registered bank account under the CAN, MFUI / Mutual Fund / AMC / its RTA reserves the right to reject the transaction and refund the money to the
- c. Additionally, AMCs may at their discretion decide to make the redemption payouts only through specific modes of payment, when the units are redeemed.

**18 Payment Mode for payments to MFU Escrow Account:**

- a. **Net Banking:** In order to make payment through Net Banking we agree to avail this facility from our registered Bank and have access thereto. We will be redirected to our Bank's website for making online
- b. **NEFT / RTGS / Transfer :** In order to make payment through NEFT / RTGS to MFU Escrow Account, MFUI will provide the Beneficiary Account details to which the payments should be made. For 'Direct to AMC' payment, the account details will be sourced from the respective AMCs.
- c. **PayEezz:** Payment through PayEezz facility can be only through a unique PayEezz Reference Number (PRN), obtained by registering the mandate with MFUI.

19 Where units are held in the Depository Account, the request for redemption has to be routed through (a) our broker, or (b) our depository participant.

20 The payout proceeds, subject to deduction of exit load, STT and TDS (if applicable) would be paid out to us into our default bank details registered under our CAN or any other registered bank details specified by us, within the payment timelines of the respective scheme(s).

21 Transactions received on a non-business day will be treated as received on next business day.

22 We agree that even though our Mobile No. is registered under the National Do Not Call Registry (NDNC), we explicitly permit MFUI to send various communications, updates, alerts, notifications and the same shall not be considered as a breach of any TRAI Regulations/Guidelines;

**23 Indemnity & No Warranties:**

- a) We shall be fully liable to MFUI and/or the AMC / Mutual Fund or their Affiliates for every transaction entered into using the Online Facility, whether with or without our knowledge. In no event will the AMC / Mutual Fund, MFUI or their agents / service providers be liable to us for any special, direct, indirect, consequential or incidental loss or damages which we may suffer or incur.
- b) We hereby relieve the AMC / Mutual Fund and MFUI from any liability whatsoever against misuse of the Online Facility, email, SMS, User ID and password. Further, neither the AMC / Mutual Fund nor MFUI shall be liable at all for misuse if any, of any data placed on the Internet, by third parties, "hacking" or unauthorized access. Neither the AMC / Mutual Fund nor MFUI will be liable for any failure to act upon Electronic Instructions or to provide any facility for any cause that is beyond the control of the AMC / Mutual Fund or MFUI.
- c) MFUI shall have no liability to verify the accuracy, authenticity of the instructions given using the SMS / Email link or User ID and password and shall be authorized to act on such instructions without further verification or review.
- d) MFUI shall endeavor to give effect to Electronic Instructions on a best effort basis and as soon as practically possible for MFUI, within the ambit of SEBI Regulations. In the event of any instructions being capable of execution in two or more ways, MFUI may execute the Electronic Instructions in a way as it may, in its sole judgement, decide.
- e) MFUI agrees to take best efforts to protect security of the data placed on the Internet, however we agree that transmitting data/ information over internet may be subject to compromise / breach and that the risk of any loss of information or interception of information by any third party will be borne by us and that MFUI shall not be liable for the same. The Mutual Fund, MFUI, the AMC/Trustees of the Mutual Fund, 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 Portal 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 Instructions or to provide any facility for any cause that is beyond the control of such entity.
- f) All records of MFUI, whether maintained in electronic form, magnetic medium, documents or any other form with respect to Electronic Instructions received for / through use of the Facilities shall be conclusive evidence of the same and shall be binding on us.
- g) We hereby confirm that MFUI or any other Agents of the Fund or MFUI, shall not be held responsible for violation of any laws by us and we hereby indemnify MFUI against any claims arising from such non-compliance, and also from any damages or losses MFUI or the Fund may suffer from any claims arising due to non-compliance or violation of the Terms and Conditions.
- h) Further, we agree to indemnify, and shall at all times keep indemnified the Mutual Fund, MFUI, the Trustees/AMC, their 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 unauthorised use of the Online Facility, transaction approval link sent through email / SMS, User ID and password and from and against all damages, costs, charges and expenses in respect thereof or incidental thereto.
- i) We agree that delivery of email / SMS to us by MFUI for transaction approvals and our response thereto cannot be guaranteed due to dependencies on third party Service Providers for delivery of the same.
- j) No forbearance, delay or failure on part of MFUI or the AMC / Mutual Fund 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.

24 MFUI will take best efforts to keep the Portal updated so as to provide most current information, and shall further take best efforts to ensure that the information provided on the Portal is as accurate as possible and that the disruptions of service are minimal. However, MFUI makes no warranty, either express or implied, or gives any guarantee, concerning the uninterrupted availability of the Portal or the services or the accuracy of the information available on it.

25 We authorize MFUI to provide to third parties such transaction / account details, as may be necessary in order to give effect to our online instructions or in order to comply with the order of any court, government agency or lawful authority or in order to ensure compliance with any laws/regulations in any jurisdiction.

26 We agree that the look and feel of the web screen and outputs therefrom may differ based on the nature of the software used by us to browse the Portal. We shall not hold MFUI liable for any act of non-adherence of Electronic Instructions, or the lack of availability of the Portal or the Online Facility extended by MFUI, if MFUI is for any reason whatsoever, unable to provide the said service.

27 We agree to bear the bank charges, if any, towards electronic fund transfer or any other transaction carried out through our bank account, without any reimbursement by MFUI.

28 **No solicitation:** Nothing in the Terms and Conditions or on the Portal shall be considered a solicitation to buy or an offer to sell, or a recommendation for, a security, or any other product or service, to any person in any jurisdiction where such solicitation, offer, recommendation, purchase or sale would be unlawful under the laws of that jurisdiction.

29 **Proprietary Rights:** We hereby acknowledge that the portal is the legal property of MFUI. The permission given by MFUI to access the Online Facility will not convey any proprietary or ownership rights in the software. We agree not to attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Online Facility of MFUI or create any derivative product based on the software. We further agree not to use the name, logo or mark of MFUI or any of the AMC/Mutual Fund (or any logo or mark similar thereto), and any related patent, trademark and service mark applications, design rights, copyrights, and all or any similar or equivalent rights arising or subsisting in any country in the world.

30 **Governing Laws & Jurisdiction:** The Online Facility and all the Online Transactions carried out through the Online Facility are subject to the Terms and Conditions of the Scheme Information Documents of the schemes of various Mutual Funds, read with the addenda issued from time to time.

31 The provision of the Online Facility is subject to and governed by the laws of India. The Courts in Mumbai shall have jurisdiction over all disputes arising out of or in respect of the Terms and Conditions.

32 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 Online Facility.

33 **Notice:** Any notice, communication or documents required to be given by either Party to the other, may be given by personal delivery, courier, registered post at the registered office of MFUI or by email to clientservices@mfiindia.com and if to the investor at the registered address or email ID as per MFUIs records.

**D. Declaration and Signature(s):-**

**We hereby confirm and declare as under:-**

- a) We have read and understood the contents of the respective Scheme Information Document(s), Statement of Additional Information(s), Key Information Memorandum(s), Instructions and Addenda issued by the respective Mutual Funds, including level of risk depicted by riskometer.
- b) We are eligible Investor(s) as per the respective Scheme related documents and are authorised to make this investment as per the constitutive documents / authorization(s). The amount invested in the respective Scheme(s) is through legitimate sources only and is not for the purpose of contravention and/or evasion of any act, rules, regulations, notifications or directions issued by any regulatory authority in India.
- c) We will indemnify MFUI, Mutual Fund, AMC, Trustee, RTA and other intermediaries in case of any dispute regarding the eligibility, validity and authorization of our transactions.
- d) The ARN holder (AMFI registered Distributor) has disclosed to us all the commissions (in the form of trail commission or any other mode), payable to him/them for the different competing Schemes of various Mutual Funds from amongst which the Scheme/s is/are being recommended to us.

**WE HEREBY CONFIRM THAT WE HAVE NOT BEEN OFFERED/COMMUNICATED ANY INDICATIVE PORTFOLIO AND/OR ANY INDICATIVE YIELD BY THE FUND/AMC/ITS DISTRIBUTOR FOR THIS INVESTMENT.**

Date : 

D	D	/	M	M	/	Y	Y	Y	Y
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Place : \_\_\_\_\_

**Name(s) and Signature(s) of Authorized Signatory(ies) with Official seal/stamp**

\_\_\_\_\_