

Terms & Conditions And PIN Agreement

ING Investment Management (India) Private Limited (“AMC”), having its registered office at 601/602, “Windsor”, Off C.S.T. Road, Kalina, Santacruz (E), Mumbai 400 098, India has launched an online internet based investment service facility (“Invest Online Facility”) and laid down the Terms and Conditions (“Terms”) for availing the same as hereinbelow.

In these Terms, unless the context otherwise requires, the following words and phrases shall have the meaning assigned to them hereunder:-

“AMC” means ING Investment Management (India) Private Limited.

“Fund” means ING Mutual Fund.

“Invest Online Facility” shall mean online Internet based Investment Service Facility provided by the AMC. This Facility is supported and maintained by CAMS through www.camsonline.com for, inter-alia, using the Invest Online Facility and investor servicing. The AMC is facilitating the use of this Invest Online Facility on its Website (www.ingim.co.in) and the Users can use this Facility and can carry out transactions on the CAMS website www.camsonline.com through the AMC’s Website.

For clarification, the Users can visit the AMC’s Website and they shall be re-directed to the website of CAMS (www.camsonline.com) for using the Invest Online Facility and carrying out transactions subject to these Terms and shall be bound by the same.

“Investor / Unitholder” shall mean the holder of any Units of any Scheme/s of the Fund.

“Registrar” shall mean Computer Age Management Services Private Limited (“CAMS”) or any person or entity appointed by AMC [or the Fund] to manage all aspects of or related to investor servicing for the Scheme/s.

“Services” shall mean the services offered by the AMC through Invest Online Facility as specified in these Terms.

“Scheme/s” shall mean such of the schemes which have been or may be floated by the Fund and managed by the AMC, either presently or in the future.

“User” means an Investor / Unitholder in the Schemes of the Fund and who avails or seeks to avail Invest Online Facility provided by the AMC and who will be registered as a user under the Invest Online Facility.

“User ID” means the user identification allotted to the User at the time of registration, which will enable the User to avail the Services of the AMC.

“User Password / PIN” means a personal identification number given by the AMC/Registrar to the User (which is an alphanumeric code of minimum length 8 characters), to access the Invest Online Facility.

“Website” means www.ingim.co.in.

Words and expressions used herein but defined in the Statement of Additional Information (SAI), Scheme Information Document (SID) & Key Information Memorandum (KIM) of Schemes shall have the same meaning assigned to them in that SAI/SID/KIM. Unless the context otherwise requires, references to the singular includes the plural and vice versa and references to any gender includes a reference to all gender. References to statutes, rules and regulations shall include amendments made from time to time thereto.

TERMS

1. The User confirms that the User has read and understood the terms and conditions detailed in the SID/SAI/KIM of the respective Scheme(s) and that the User is eligible to make investments in the Units of the Scheme(s);
2. The User undertakes to comply with all applicable laws (including, but not limited to Prevention of Money Laundering Act, 2002) and statutory requirements and agrees to be bound by and to diligently follow and ensure compliance with the same;
3. The User confirms that the data/information provided by the User while filling up the application form for this Invest Online Facility are true and correct and takes full responsibility for the same.
4. The User understands and agrees that his/her application will be processed at the applicable NAV, subject to realization/utilization of clear funds and acceptance by the AMC/ Registrar in terms of SID/SAI and the applicable laws. The time and date recorded in the AMC server will be treated as the time and date for the submission of the online application (electronic application);

5. The AMC may appoint any number of agents/third parties/service providers (including, but not limited to payment gateway service providers, etc.) (“Ancillary Service Provider/s”) as it deems fit and necessary for assisting the AMC/Registrars in provision of the Services under this Agreement.

6. The AMC reserves the right to revise the Terms at any time, without notice and such revised Terms shall be binding on the User at all the times. The User also agrees and confirms that the AMC reserves the right to irrevocably suspend Invest Online Facility temporarily or permanently at its sole discretion either on account of changes in laws / statutes or for security purposes or for any purposes whatsoever at any time without any obligation to provide the reasons for the same;

7. The User understands that if the Unitholder is a minor then Invest Online Facility can be availed of by his/her parent or by a legal guardian appointed by a court of competent jurisdiction on behalf of the minor. The User as the parent/legal guardian shall represent the minor in all transactions of any description until the said minor attains majority. Upon the attaining of majority, the User’s right as the parent/legal guardian to operate the said folio(s) shall cease. The User as the parent/legal guardian agrees to indemnify the AMC/Registrar against any claim of the above minor for any transactions made by the User on behalf of the minor.

8. The AMC/Fund/Registrar shall make all reasonable efforts to keep confidential, all information relating to the User. The User understands that the data/information provided pursuant to dealing with the AMC/Fund/Registrars could be shared by the AMC/Fund with its authorized agents, representatives, trustees etc., for the purposes of this Invest Online Facility and/or with any regulatory/legislative/administrative authorities in accordance with any applicable laws/regulations and the User unconditionally authorises the AMC/Fund to provide any personal details relating to the User and / or the User's account as may be necessary, in order to give effect to any electronic instructions of the User or in order to comply with any requests of such aforesaid authorities.

9. The User understands that payment for the transaction requests shall be through a payment gateway and the AMC/Fund / Registrar will not be liable for any failures in the link or for any fraud (either at the payment gateway provider's end and/or at the bank's end) that could take place at the time of making payment and the User undertakes to inform either the AMC or the Registrar immediately in case the User’s bank account is debited but corresponding Unit are not allotted to the User. The User agrees that the Units will be created based on the credit receipt in the AMC's account and not based on the date of debit from the User’s bank account.

10. The User agrees that if the User notices any error in the account information/statement through / and/or by the use of the Invest Online Facility, the User shall advise the AMC/Registrar of the same as soon as possible. While the AMC/Registrar will take all reasonable steps to ensure the accuracy of such information/statement, the AMC/Registrar is not liable for such errors.

11. The AMC/Fund shall under no circumstances be held liable to the User if the Invest Online Facility is not available in the desired manner for reasons including but not limited to any force majeure events, (including, without limitation, natural calamity, floods, fire and other natural disasters, legal restraints, faults in Internet or network failure or systemic/technical fault, software or hardware error or any other reason beyond the control of the AMC/Fund.

12. Subject to the Terms, upon registration the User will be provided a User ID and PIN The User shall change the User Password assigned by the AMC on accessing Invest Online Facility for the first time. As a safety measure the User shall change the User Password as frequently thereafter as possible.

Save as aforesaid, the AMC/Registrar, at its sole discretion, reserves the right to reject the application of the User and refuse to allot the User ID at any time, without any obligation to provide the reasons for the same and without being liable at any point of time.

13. The User agrees that pursuant to the User’s acceptance of the Terms, the AMC/Registrar shall dispatch the User Password/User Password either by post or courier or email or any other mode at the discretion of the AMC/Registrar at the User’s registered address at the User’s sole risk and consequence.

14. The User shall be solely responsible for maintaining the secrecy/confidentiality of his User ID and User Password and shall be absolutely responsible/liable for all transactions and activities that occur under his User ID/User Password. The User agrees to indemnify the AMC/Fund and hold them harmless against any direct or indirect liability, costs, damages, claims, suits and proceedings incurred by the AMC/Fund based upon or relating to such access and use of the Invest Online Facility.

15. Without prejudice to the aforesaid, the User agrees to (a) immediately notify AMC/Registrar of any suspected loss, theft, unauthorized usage of the User ID/User Password or any inaccurate information/unauthorized transaction(s) in the User’s account at any time and (b) ensure that the User logs out from his account at the end of each session.

16. Notwithstanding anything stated elsewhere in the Terms and despite correct use by the User of his User ID and User Password, AMC/Registrar shall be entitled in its sole discretion and in the interests of the User, to seek offline and/or additional written or other confirmation or relevant documentation in any format from time to time, from the User of any instructions, transaction or activity as AMC/Registrar may deem fit.

17. Save as aforesaid, any such communication through any mode received from the User shall be conclusively presumed to be duly authorized by and legally binding on the User and the User shall be fully responsible for the same. The AMC/Fund/Registrar shall not be responsible/liable in any manner, for ensuring the authenticity, validity or source of any such communication received from the User.

18. In the event the User ID and/ or User Password is lost/misplaced/stolen, the User may send a written request to AMC/Registrar and provide all the details as may be requested by the AMC/Registrar. On AMC/Registrar being satisfied of the User’s identity (which satisfaction shall be entirely at the discretion of AMC), AMC/Registrar shall send the User ID / User Password by such mode as may be solely decided by the AMC/Registrar and at the User’s sole risk and consequence.

However, AMC/Registrar may also, at its sole discretion, generate a new User Password which shall be communicated to the User.

19. The AMC/Registrar shall not be bound to act on any electronic mail / fax / Registered Post AD received until it is in a form and manner acceptable to the AMC/Registrar.

20. The User shall take responsibility for all the transactions conducted by using Invest Online Facility and will abide by the record of transactions generated by the AMC/Registrar. Further, such records generated by the AMC/Registrar shall be conclusive proof and binding for all purposes and may be used as evidence in any proceedings.

21. The User agrees that:

- a) in case of 'Single' holding folio, Invest Online Facility shall be offered by the AMC to the sole Unitholder.
- b) In case the mode of holding is 'Anyone or Survivor' or 'Joint', the AMC shall offer these Services in favour of the first holder mentioned in the folio.
- c) In case the Unitholder is a 'minor', the legal/natural guardian shall be eligible to avail of these facilities, till the minor attains majority. The natural/legal guardian of the minor hereby agrees to submit such details as may be specified by the AMC from time to time.
- d) In case the Unitholder is a non-individual, the authorised signatory / ies, as may be mentioned in the application form at the time of subscription of Units or any such latest communication from the Unitholder may transact on behalf of such Unitholder and such authorised signatory / ies shall submit such details as may be specified by the AMC/Registrar from time to time.

22. Any use of the User ID for any transaction conducted or executed by any of the Joint Unit Holder(s) under Invest Online Facility shall be deemed to have been carried out jointly by all the Joint Unit Holder(s). All the Terms and all transactions arising in the joint accounts from the use of this Invest Online Facility shall be binding on all the joint account holders, jointly and severally.

23. In the event of death of the User, the terms and conditions governing the processing of transmission of his Units, if any, shall be in accordance with the procedures as laid down in the SAI/SID.

24. Invest Online Facility is NOT OFFERED to those categories of Unitholder(s) transacting with the AMC electronically, whether through a Power of Attorney or through arrangements via brokers / distributors or via a third party website, not being a Website of the AMC. The AMC reserves the right to reject any User ID Applications received from such User. Invest Online Facility is intended only for the personal non-commercial use of the User. If any User chooses to access / use the Invest Online Facility from locations outside India, he does so at his own initiative and risk, and shall be solely responsible for compliance with all applicable laws in force in the respective locations outside India.

25. The User agrees that the AMC is currently offering the Invest Online Facility without any charge (however applicable entry / exit load / any other charge levied by the Fund will be chargeable in accordance with the Offer Documents), but the AMC reserves the right to levy any charge it may deem fit.

26. The User acknowledges that usage of Invest Online Facility will be at his / her own risks. The risks would, among others include (a) Internet frauds - the Website, Internet per se is susceptible to number of frauds, misuse, phishing, hacking and other actions, which could affect the Services. The AMC shall endeavor to provide adequate security to prevent it but shall not be responsible/liable in any manner whatsoever, for the same; (b) the system for enabling the Services could be affected by virus or other malicious, destructive or corrupting code, harmful code, program. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and incapacities, for which the AMC/Registrars shall not be responsible/liable in any manner whatsoever.

The User understands that the AMC/Registrar disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the AMC/Registrar to honour any User's instruction for whatsoever reason.

27. The User shall ensure that there are sufficient funds in his Bank Account for purchase operations through the Invest Online Facility, and the AMC/Registrar shall not be liable for any consequences arising out of their failure to carry out the purchase transactions due to inadequacy of funds. The User confirms and acknowledges that while transacting under the Invest Online Facility, the User shall make the payment from his/her own Bank account and that the payment for subscription made is through legitimate source only and is in compliance with the provisions under 'Restrictions on Acceptance of Third Party payments for subscription of units';

28. The User shall indemnify the AMC / Registrars / Fund / Trustee / Sponsor its agents their employees, successors and assigns ("Indemnified Parties"), for all the liabilities, losses, damages, actions, legal proceedings, claims and expenses and consequences including without limitation any attorney's fees and legal costs, which the Indemnified Parties may sustain or incur either directly or indirectly as a result of:

- a. providing Invest Online Facility over the Website / CAMS website or by reasons of the Registrar in good faith taking or refusing to take any action on instruction received from the User.
- b. Fraud, negligence, errors, omissions, misconduct or dishonesty relating to any transaction by the User.
- c. Non-compliance of the terms and conditions set out herein.
- d. Data/information (including personal information) submitted by the User to the AMC/Registrar under this Invest Online Facility.

29. The User agrees that the Indemnified Parties shall not be liable for any loss caused to the User due to (a) fall in value of investments (including, without limitation, those which may occur due to delays during the process of verifying an User's identity in compliance with anti-money laundering regulations or any other applicable regulations); (b) any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the above.

30. The User shall give the AMC/Registrar ten (10) working days' notice in writing if the User wishes to terminate this facility.

31. The AMC can terminate the User ID without prior notice on the occurrence of any of the following events – (a) non-compliance of the Terms by the User; (b) death, insolvency, bankruptcy or liquidation of the User; (c) any other cause arising out of operation of law; or (d) Such other reasons, as the AMC may deem proper, without any obligation to provide any reasons for the same.

32. The grant of this Invest Online Facility to User is not transferable/assignable under any circumstance and shall be used only by the User as per the Terms.

33. The AMC will take best efforts to keep the said Website updated on a daily basis so as to provide the most current information to User and shall further take best efforts to ensure that the information provided on the said Website is as accurate as possible and that the disruptions of services are minimal. No warranty of any kind, implied, express or statutory, including but not limited to the accuracy/completeness of any information, warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials on this Website.

34. AMC is the owner and/or authorized user of any trademark and/or service mark appearing on the Website and is the copyright owner of the content and/or information on the Website under the Invest Online Facility. The User confirms and acknowledges that the User shall not make any unauthorized / illegal use of the Website/Invest Online Facility/CAMS's website or any part thereof at any time and in any manner whatsoever.

35. Except as expressly authorized herein, the User shall not (a) modify, copy, distribute, transmit, display, perform, publish, license, create derivative works from, transfer or use any information, designs, logos, trademarks, software, facilities, products or Services obtained on or through the Website; and (b) attempt to decompile or reverse engineer any of the software available on the Website / CAMS's website;

36. If the User becomes aware of any shortcoming in the security on the Website/CAMS's website, the User shall in good faith, promptly inform the AMC of the same in writing.

37. These Terms will be governed by Indian laws and the Courts in Mumbai shall alone have jurisdiction. In case of dispute, the matter will be settled by arbitration as per the rules of Indian Arbitration and Conciliation Act, 1996. The place of arbitration will be Mumbai.

38. Nothing specified in these Terms and the said Website/CAMS's website shall be considered as 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.

39. Notwithstanding anything contained herein, these Terms shall be subject to provisions contained in the SID/SAI/KIM as updated from time to time by the AMC and the provisions of applicable laws (including, without limitation, SEBI (Mutual Funds) Regulations, 1996).

40. No forbearance, delay or failure on AMC's part to exercise any power or right under these Terms 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 are in addition to the other terms and conditions stated elsewhere in the Website. In particular, and without prejudice to the above, these Terms are in addition to the terms, conditions, procedures and agreements applicable in respect of this Invest Online Facility.

BY ACCESSING AND/ OR USING THIS WEBSITE OR THESE TERMS/ PORTION/ PAGE THEREOF AND/ OR THE INVEST ONLINE FACILITY, YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

Folio No.

Signed by

First Holder

Second Holder

Third Holder