

## **CAMS Terms and Conditions**

### **Effective Date**

The Terms and Conditions of Use are updated and come into effect the moment you “Agree” to the Terms and Conditions. We reserve the right, at our sole discretion, to change, modify, add and/or remove terms of the Terms of Use, at any time without prior written notice or intimation. It is Your responsibility to review the Terms of Use periodically to understand the updates/changes. As long as the User complies with these Terms of Use, we shall grant personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

### **Eligibility to avail Service**

All person(s) who are eligible to enter into contracts as specified under The Indian Contract Act, 1872 are eligible to use/access to our Websites. Person(s) who are "incompetent to contract" as defined under The Indian Contract Act, 1872 including but not limited to minors, un-discharged insolvents etc. are not eligible to use our Website. However a minor can use/access to our website only under guidance/ assistance of his/her guardian.

We irrevocably reserve the right to decline the access of the Website to those Users who do not meet the eligibility criteria as mentioned above.

### **Obligations/ Liability of the User**

The User understands that if any information is untrue, inaccurate, not correct or incomplete or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not correct or incomplete, or not in accordance with these Terms of Use, we shall have the right to indefinitely/ irrevocably suspend or terminate or block the User’s access to the Website.

### **Processing of Transactions**

All transactions shall be processed as per the applicable rules, laws and regulations, business practice, standard operating procedures, guidelines and as agreed with the Users/clients.

### **Value of investments as stated on the site**

The value of your investment(s) as stated on the site is based on yesterday’s published unit prices – (NAV) and unit balance currently recorded. The unit balance may not include recent transactions that have not yet been processed.

### **Use of Password**

To protect the secrecy of identification and/or password, User shall take all such measures as may be necessary including but not limited to protecting the passwords.

Certain services shall require User identification and hence the User shall use self-identification while availing such services.

In the event of theft and/or loss of user identification and/or password and/or security word, the user shall immediately notify CAMS telephonically and/or concurrently provide CAMS with a written notice to that effect. The sole responsibility for maintenance and secrecy of the login credentials provided to obtain the services from the said website lies on User. We shall not be liable in whatsoever manner or nature for any loss suffered by the User due to disclosure of the password and other personal information to a third party.

### **Unauthorized Access**

The User may not use the site in any manner that could damage, disable, overburden, or impair the network(s) connected to this site or interfere with any other party's use and enjoyment of this site. The User may not attempt to gain unauthorized access to this site, other accounts, computer systems or networks connected to the site, through hacking, password mining or any other unlawful means. The User may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the site.

User shall indemnify, defend and hold harmless CAMS from and against all claims, demands, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting in any manner, directly or indirectly arising from Users' negligence, misrepresentations, or wilful misconduct, violation law.

### **Suspension of Service**

If the User is found to be using this site for illegal purposes or is observed having violated any of the terms and conditions applicable for usage of this site, CAMS may without prejudice to any other rights or remedies that may be available, suspend the service (s) provided to such User.

CAMS may at its discretion and subject to such terms as it deems proper, reconnect the service(s).

### **Confidentiality**

The User shall not disclose to any other person, in any manner whatsoever, any information relating to CAMS or its Affiliates of a confidential nature obtained in the course of availing the services through the website. Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by the user without the prior permission of CAMS, except where required to be disclosed pursuant to any applicable laws or legal process issued by any court or the rules of any competent regulatory body.

### **Use of the Website**

The User agrees to, undertake and confirm that the use of Website shall be strictly governed by the following binding principles:

The User shall not host, display, upload, modify, publish, transmit, update or share any information which:

- i. belongs to another person and to which the User does not have any right to;
- ii. which is misleading in any way;
- iii. violates any law for the time being in force;
- iv. shall not be false, inaccurate or misleading;

The User shall not attempt to gain unauthorized access to any part of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking or any other illegitimate means.

The User shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations regarding use of Our service.

We reserve the right, but have no obligation, to monitor the materials posted on the Website. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. In no event shall we assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. The User hereby represent and warrant that the User have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

### **Content Posted on Site**

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded,

translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.

The User may use information made available on the Website for downloading, provided that (1) use such information only for your personal, non-commercial informational purpose and not to copy or post such information on any networked computer or broadcast it in any media, (2) make no modifications to any such information, and (3) not to make any additional representations or warranties relating to such documents.

## **Privacy**

By entering the personal details, User hereby authorize CAMS. or the concerned Point of Presence (POPs) to contact the User and this will override any NDNC registration made thereby. We respect User's right to privacy under our law. We are committed to protecting your privacy. We therefore work towards offering you an effective, safe and secure online experience in compliance with Information Technology (Reasonable Security Practices and Procedure and Sensitive Personal Data or Information) Rules, 2011 and The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016.

## **Use of Information and Materials**

The information and materials contained in these pages - and the terms, conditions, and descriptions that appear - are subject to change. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance.

## **No Warranty**

The information and materials contained in this site, including text, graphics, links or other items - are provided "as is," "as available". CAMS does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the 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.

## **Limitation of Liability**

In no event will CAMS be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this site or use thereof or inability to use by any party, or in connection

with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if CAMS or representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other internet resources are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by Us.

### **Investment Decisions**

All investment decisions shall be taken by the User in his / her sole discretion. The User(s) is/are hereby advised to read the respective offer documents carefully for more details on risk factors, terms and conditions before making any decision in any pension schemes. The subscription or investment in any pension product / fund / securities etc. will be on the basis, subject to and as per the terms and conditions of the specific product's / fund's / security's offer document, key information memorandum, risk disclosure document, product or sales brochure or any other related documents which are offered by the respective issuer of such product/securities. The terms pertaining refund and/or cancellation shall be governed by respective specific product's / fund's / security's terms and conditions. CAMS do not undertake any responsibility on the investment decisions of the User and refund and / or cancellation policy of any pension scheme.

### **Force Majeure**

CAMS CRA shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the CRA to perform any of its obligations under these terms and conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

### **Compliance with Laws**

The User agrees to use the Web Site in strict compliance with all applicable laws, rulings, and regulations and in a fashion that does not, in the sole judgment of CAMS, negatively reflect on the goodwill or reputation of CAMS. The User shall take no action which might cause CAMS to be in breach of any laws, rulings or regulations applicable in India and in certain other jurisdictions control the export of products and information.

The User agrees to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under India or other applicable export control laws or regulations.

If the User accesses and downloads the Content (including any software or the Services) or Information, representing that the User is not in a country where such export is prohibited

or are not a person or entity to which such export is prohibited, the User shall solely be responsible for compliance with the laws of local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

### **Indemnity**

You shall undertake to indemnify and hold harmless and indemnified CAMS in respect of all losses, damages, costs, expenses and other liabilities (including reasonable legal fees, disbursements and expenses) incurred by or awarded in connection with or based on breach of your confidentiality obligations contained herein, misuse of CAMS Website and various Applications by you.

### **Non-exclusive Remedy**

Termination or expiration of this arrangement, in part or in whole, shall not limit either party from pursuing other remedies available to it, nor shall either party be relieved of its obligation to pay all fees that are due and owing under this arrangement through the effective date of termination. Neither party shall be liable to the other for any damages resulting solely from termination as permitted herein.

### **Trademark, Copyright and Restriction**

This site is owned, controlled and operated by CAMS. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. All material on the Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

### **Hyper Links**

- a. CAMS welcomes the creation of hyperlinks to its website and will be pleased to know your website address if you wish to have it linked to CAMS' website. Unless otherwise approved by CAMS, all links to CAMS' website shall be connected to the front page of CAMS' website. Thus, only the name and website address of CAMS, <https://www.camsnps.com>, shall be displayed.

- b. If you wish to link an external website to a specific page of CAMS' website, you must first obtain the prior written approval of CAMS which may be given subject to conditions. CAMS will assess each request on a case-by-case basis. CAMS has the sole discretion to determine the way in which the hyperlink is to be structured and how the name of the specific page of CAMS' website and logo of CAMS should be displayed.
- c. CAMS is not obliged to establish a reciprocal link to your website following the establishment of a hyperlink from your website to CAMS' website unless CAMS consents to do so.
- d. CAMS is not responsible for the setup of any hyperlink from a third-party website to that of CAMS, hence any hyperlinks to CAMS' website shall not constitute or be construed as any form of co-operation with CAMS or endorsement by CAMS of a third-party website. CAMS and/or its subsidiaries are not liable for any loss or damage incurred or suffered by you or any third party arising out of, in connection with or as a result of any such links.
- e. Some pages of CAMS' website may contain hyperlinks to third party websites or web pages. Use of these hyperlinks to any external website or web page is at your own risk. CAMS and/or its subsidiaries are not responsible for the contents of or any of the information on or any broken link to any website linked with CAMS' website.
- f. The inclusion of any link does not imply endorsement by CAMS and/or its subsidiaries of the linked sites and CAMS and/or its subsidiaries and associates are not liable for any loss or damage incurred or suffered by you or any third party arising out of, in connection with or as a result of any access to or interaction with any other websites via CAMS' website.
- g. CAMS and/or its subsidiaries reserve the right to seek all remedies available at law for breaches of any of the above terms and conditions. CAMS reserves the right to revise the terms and conditions set out below without prior notice.

## **Our Cookie Policy**

- a. Cookies are small text files that are sent to and stored on your computer, smart-phone or other device for accessing the internet, whenever you visit a website. Cookies are useful because they allow a website to recognize a user's device. The cookies we use are completely safe. In fact, many of them are used purely to provide important security features such as protecting your data and your accounts.
- b. We use 'analytics' cookies to help us make our website better for those who visit it regularly. They help us work out what users like and don't like and how we can improve things for you. When we include links to other websites, please bear in mind they will have their own privacy and cookie policies that will govern the use of

any information you submit. We recommend you read their policies as CAMS is not responsible or liable for their privacy practices.

- c. We use cookies to give you the best possible experience on our website. Cookies allow you to do many things such as log on to do online transactions, request for account statements, portfolio valuations, IPR reports and a whole lot of customer friendly reports and services that CAMS provides to its registered mail back users and general investors. This helps us 'remember' your log-in preferences, apply for products and services online and use the services available in our website efficiently.

## **General**

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement for these Terms of Use to be proved by means of a written document.