

## **Terms & Conditions**

I/We understand and confirm that in case of execution only transaction, filling of EUIN is not applicable. I/we here by confirm that EUIN box has been intentionally left blank by me/us as this is an “execution-only transaction without any interaction or advice by the employee/relationship manager/sales person of the distributor YES Securities (India) Limited or notwithstanding the advice of in-appropriateness, if any, provided by the employee/relationship manager/sales person of the distributor YES Securities (India) Limited and YES Securities (India) Limited has not charged any advisory fees on this transactions.

The online Mutual Fund transactions facility (facilities) is offered by YES Securities (India) Limited to enable its customers to carry out on its website ([www.yesinvest.in](http://www.yesinvest.in)), online transactions in the units of the mutual funds.

This facility is made available with respect to select Mutual Funds only, with whom YES Securities (India) Limited has entered into a separate arrangement and accordingly provides online platform to deal in the selected units of the scheme of these mutual funds that exist / launched / offered by them from time to time.

By subscribing for the facility, you agree and accept to abide and be bound by these terms and conditions. You further agree to execute all the necessary documents which may be needed from time to time to permit YES Securities (India) Limited to send the required details to the Mutual Fund AMCs / their authorized Registrar & Transfer Agent (RTA) to give effect to the transactions made through us.

### **A. General Terms and Conditions:**

You confirm that these Terms and Conditions shall be in addition to the terms specified in the Power of attorney /other client documents executed by you. That these Terms and Conditions shall always be read in conjunction with the aforesaid terms.

- i. You grant authority to YES Securities (India) Limited for giving effect to transaction requests made by you through the website [www.axisdirect.in](http://www.axisdirect.in) authenticated by the user ID and password and authorise YES Securities (India) Limited to execute your instructions with regards to purchase /redemption / SIP/switch/sell or other transactions/ activities in respect of mutual funds on your behalf, as may be instructed by you from time to time, on the terms and conditions mentioned herein.
- ii. The allotment, switch, redemption of the units of the schemes shall be permitted as the case may be, at the Net Asset Value (NAV) prevailing on the application date, if the application for purchase, redemption or switch is received by the Fund House before the cut-off time as mentioned on the website. YES Securities (India) Limited shall take all necessary precautions and action to ensure that the allotted NAV is the NAV applicable on the transaction date. However, YES Securities (India) Limited shall not be held liable for any consequent loss that may arise to the client due to correct NAV not being allotted to the client's transactions on the website. Further, pursuant to the completion of successful transaction, the subscription money will be credited to the pool account of Yes Securities India Limited. Then YES Securities (India) Limited shall transfer the subscription money of the client to the respective AMCs.
- iii. Any request falling due on a holiday would be processed on the next business day and respective NAV would be applicable as per the Mutual Fund's offer document. The client understands that any transaction request made on a non-business day will be processed on the next business day in accordance with the provisions of respective scheme information documents (SID) etc.
- iv. The time-stamping of the applications done by the respective Mutual Fund houses shall be final and binding and shall not be disputed. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, you shall not hold YES Securities (India) Limited or the Mutual fund responsible in any way.

- v. You agree to comply with the prevalent KYC (Know your Client/Customer) requirements as required to be complied with in order to subscribe to the mutual fund units, SEBI Regulations in this regard, Prevention of Money Laundering Act, 2002, all laws and regulations including but not limited to the Foreign Exchange Management Act, Reserve Bank of India (RBI) guidelines, to the extent applicable for availing this service.
- vi. You agree and confirm that the Mutual fund investments shall be made in single name only. In case you wish to have joint holders, then you have to submit the respective letter of request to avail Joint Holding facility along with the Joint holder details in the prescribed format.
- vii. You agree that you do not wish to nominate for your Mutual fund investments made through Yes Securities India Limited. In case you want to nominate, then you have to submit the respective nomination form.
- viii. You agree that the AMC/YES Securities (India) Limited has the sole discretion at any time to restrict a particular set/class of investors from purchasing/subscribing/dealing with the AMC.
- ix. You agree that you shall be liable to pay all charges, fees and costs wherever applicable, which the AMC in its absolute discretion may levy with respect to services availed by you.
- x. All correspondence/communication in respect of the folio(s) will be sent by the AMC/Authorised Registrar at the registered address and/or email address provided by you.
- xi. You agree to comply with all applicable laws and statutory requirements and agree to be bound by and to diligently follow and ensure compliance with the applicable laws.
- xii. YES Securities (India) Limited does not take any responsibility for any delay in acceptance / execution or non-execution / rejection of the transaction requests by the AMC.
- xiii. You agree and confirm that YES Securities (India) Limited and/or its authorised representatives is not in a position to verify that the transactions are indeed entered by you at the time of receiving transaction requests through the website except for validating the correct used id and password
- xiv. You shall be responsible for your own computer systems and other infrastructure used by you with respect to your transactions with YES Securities (India) Limited and the various security measures which you have to take to prevent any unauthorized access to your account with Yes Securities India Limited.
- xv. YES Securities (India) Limited may, at its sole discretion, at any time suspend / disallow the facility for such reason and for such time period as it may deem fit, like inactive / dormant user id, non-compliance of the terms stated herein, death, insolvency, bankruptcy of the client, any other cause arising out of the operation of law or such other reason as YES Securities (India) Limited deems proper.
- xvi. YES Securities (India) Limited shall not be liable for any loss or damage arising from or occasioned by (a) any inaccuracy, error, delay or omission on your part, or (b) interruption in any such data, information or message, due to any force majeure event or any other cause beyond the reasonable control of Yes Securities India Limited.
- xvii. In addition to and without limiting the foregoing, YES Securities (India) Limited shall not be liable for any harm caused by the transmission, through the services or information, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the services
- xviii. The views and recommendations offered by Yes Securities India Limited, if any, through online media or otherwise are for investor's guidance only and investor should take their personal decision after consulting with experts and taking into accounts the risks involved. The recommendations will not be construed as YES Securities (India) Limited or any of its employees/authorised representative having been in any way involved in your decision-making process.

xix. YES Securities (India) Limited does not guarantee any returns on investments made in Mutual Fund scheme(s). Investments in Mutual Funds are subject to market and other risks. You are advised to read the relevant offer document, Scheme Information Document and Statement of Additional Information carefully for details on risk factor / terms and conditions before investing.

xx. Terms & Conditions for using/availing the Mutual Fund Service System (MFSS) facility and BSE StAR MUTUAL FUND offered by NSE and BSE respectively.

**1. Definitions:**

- In these Mutual fund related terms and conditions, the terms shall have the following meaning unless stated otherwise:
- "BSE" shall mean Bombay Stock Exchange Limited
- "NSE" shall mean National Stock Exchange of India Limited
- "Exchanges" shall mean NSE and BSE jointly.
- "Client/Investor" shall mean client of YES Securities (India) Limited who has requested for registration for Mutual Fund Transaction Facilities.
- "Participant" shall mean Yes Securities India Limited.
- "Mutual Fund Transaction Facilities" shall mean BSE StAR FUND AND MFSS collectively.

**2. Pre-requisites for becoming Investor / Client for Mutual Fund Transaction Facilities.**

- i. You (the client) are desirous of investing in units of mutual fund schemes through Mutual Fund Transaction Facilities of the Exchanges for the purpose of transacting / dealing in the units of mutual funds schemes permitted to be dealt with on the MFSS and BSE StAR MUTUAL FUND of NSE and BSE respectively.
- ii. You have requested YES Securities (India) Limited to register yourself as a client for participating in the Mutual Fund Transaction Facilities (MFSS and BSE StAR MUTUAL FUND)
- iii. You intend to execute the instruction for the subscription/redemption of units of Mutual Fund Schemes through YES Securities (India) Limited who is a Mutual Fund Intermediary (the Participant) of the Mutual Fund Transaction Facilities.
- iv. You have satisfied yourself of the capacity of the Participant (Yes Securities India Limited) to deal in Mutual Fund units and wishes to execute the instruction through the Participant. You shall from time to time continue to satisfy yourself of such capability of the Participant before executing transacting through the Participant.
- v. You have approached to the Participant with the application for availing the Mutual Fund Transaction Facilities.
- vi. You have submitted the relevant KYC (Know Your Client) details to the Participant.
- vii. You shall be bound by circulars issued by Exchanges, Rules, Regulations and notices/circulars issued there under by SEBI and the Exchanges and relevant notifications of Government authorities as may be in force from time to time.
- viii. You shall notify YES Securities (India) Limited in writing if there is any change in the information in the 'client registration form' provided by you to YES Securities (India) Limited at the time of registering as a client or at any time thereafter.
- ix. You shall submit to the Participant a completed application form in the prescribed format for the purpose of placing a subscription order with the Participant.
- x. You have read and understood the risks involved in investing in Mutual Fund Schemes.

- xi. You shall be wholly responsible for all the investment decisions.
- xii. You shall ensure continuous compliance with the requirements of the NSE, BSE, SEBI and AMFI.
- xiii. You shall pay to the Participant fees and statutory levies as are prevailing from time to time and as they apply to your account, transactions and to the services rendered by the Participant.
- xiv. You will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against you or if any litigation which may have material bearing on the capacity has been filed against you.
- xv. In the event of non-performance of the obligation by the Participant, you shall not be entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSE or the National Securities Clearing Corporation Limited (NSCCL) or BSE or its Clearing House.
- xvi. In case of any dispute between the Participants and the investors arising out of the Mutual Fund Transaction Facilities, NSE and / or NSCCL and BSE and/or its Clearing House shall extend the necessary support for the speedy redressal of the disputes.
- xvii. For the purpose of availing these facilities, Know Your Client details as submitted by the client for the stock broking may be considered for the purpose of Mutual Fund transaction facilities and the client confirm that the details contained in same remain unchanged as on date.
- xviii. You shall read and understand the contents of the Scheme Information Document and key Information memorandum, addenda issued regarding each mutual fund schemes with respect to which the client choose to subscribe/redeem. You shall further agree to abide by the terms and conditions, rules and regulations of the Mutual fund schemes.
- xix. You shall ensure continuous compliance with the requirements as may be specified from time to time by the Securities and Exchange Board of India (SEBI) and Association of Mutual Funds of India (AMFI). You shall further abide by the terms and conditions as mentioned in the NSE circular dated November 24, 2009, BSE Circular dated December 02, 2009 and further terms and conditions as may be specified by the Exchanges from time to time in this regard.

**Important Points for Participant and Clients: -**

- 20. While entering order for depository settlement, Participant should ensure that client details should appear in same order as per depository record.
- 21. Redemption through depository settlement, client has to ensure that delivery instruction slip should be provided to their depository before the stipulated time.
- 22. In case of physical settlement, write the unique confirmation number on the application.
- 23. The Participant should deposit / courier the completed application form along with the other documents submitted by the investor for each subscription / redemption order with option of physical settlement to the local / head office of the registrar and transfer agent (RTA) or asset management company.
- 24. In case of physical settlement, if subscription application form has not reached the RTA, the redemption request for such subscription will not be taken by RTA and shall be rejected.

25. The subscription amount per transaction for Debt Schemes should be less than Rupees One Crore.

**Other Confirmations by the customer**

- z. The Customer(s) have understood the details of the Scheme(s) and have not received nor been induced by any rebate or gifts, directly or indirectly, in making this investment.
- aa. The Customer(s) confirm that in the event the Customer(s) is / are Non-Residents of Indian Nationality / Origin, that the funds are remitted from abroad through approved banking channels or from the NRE / NRO / FCNR Account.
- bb. The Customer(s) declare that the amount being invested by the Customer(s) in the Scheme(s) of the AMC is derived through legitimate sources and is not held or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any governmental or statutory authority from time to time.
- cc. The Customer(s) confirm that the Company has disclosed to the Customers all the commissions (in the form of trail commission or any other mode), payable to the Company for the different competing schemes of various mutual funds from amongst which the Scheme is being recommended to the Customer.

The customer confirms that

- xxx. he/she will submit a separate nomination for mutual funds in case he/she wish to nominate;
- xxxi. YES Securities (India) Limited has not prescribed any restrictions on the Clients for transacting directly with the AMC without recourse to YES Securities (India) Limited at any time under the folio(s) tagged with Yes Securities India Limited's broker code;
- xxxii. YES Securities (India) Limited has provided options to the Clients to apply for Units in single name or more names of the joint account holders of the bank account subject to the terms and conditions of YES Securities (India) Limited and the relevant SID;

He/she understands that the cut-off timing mentioned on the YES Securities (India) Limited website may vary with the statutory cut-off timing specified under the SEBI Regulations and the SID/SAI for operational convenience;

- xxxiii. He/she has provided the authority to YES Securities (India) Limited for communicating with the AMC on behalf of the Clients for financial and/or non-financial transactions executed through Yes Securities India Limited;
- xxxiv. He/she has understood the disclosure of the Commission details as per SEBI Circular dated 30th June, 2009;
- xxxv. He/she has authorized YES Securities (India) Limited for receiving the Clients' investment details from the AMC.
- xxxvi. He / She understood that the instructions given by them to YES Securities (India) Limited for transacting in mutual fund units will be forwarded by YES Securities (India) Limited to the AMC in electronic log

file format and the AMC will process the transactions on the basis of such electronic log file only.

#### **MF Transaction Charges**

Mutual Funds – Distribution	
Lumpsum Investment (Charge per transaction)	
Purchase	Redemption
Rs. 75/-	Nil
SIP (Charge per transaction)	
Purchase	Redemption
Rs. 25 or 1.5%, whichever is lower	NA

#### **B. Terms and conditions**

- Applicable GST (currently 18.00%) will be charged in addition to the above charges on per transaction basis Other statutory levies, if any, will be levied in addition to the above charges
- The above fee structure applies to all Mutual Fund purchase transactions
- YES Securities (India) Limited reserves the right to revise Mutual fund charge structure from time to time.
- The above fee structure applies to all clients under various types of equity brokerage plans e.g. Fixed, variable etc.