

TERMS OF SERVICE FOR I-PIN

PRUDENTIAL ICICI ASSET MANAGEMENT COMPANY LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 206, Ashoka Estate, 24 Barakhamba Road, New Delhi –110 001 and Corporate office at Contractor Building, 3rd Floor, 41, Kamani Marg, Ballard Estate, Mumbai – 400 038 (hereinafter referred to as "PI - AMC").

WHEREAS PI-AMC is offering to its Unitholder/s (hereinafter referred to as "User/s") a facility to help the User in administering and managing his portfolio of investments more effectively and efficiently by enabling the User to gain access to a consolidated statement of all his investments over the Internet ("the Facility").

WHEREAS the Users are desirous of availing the Facility offered by PI-AMC and are agreeable to the following terms and conditions:

1. DEFINITIONS

"Folio Number" shall mean the number assigned by PI-AMC to represent an investment account of a User.

"Fund" shall mean Prudential ICICI Mutual Fund.

"PIN" shall mean the Personal Identification Number given by the PI-AMC.

"Portal" shall mean the PI-AMC web site known as www.pruicici.com.

"SEBI" means the Securities and Exchange Board of India.

"Service" means the services offered by PI-AMC to the User on his availing the Facility, more particularly described in Clause 3.

"Terms and Conditions" means the terms and conditions set out herein by which the Facility shall be used by the User and shall include all modifications and supplements thereto from time to time.

"Unit" means an interest of an investor in the Fund consisting of each unit representing one undivided share in the assets of that scheme as evidenced by the Unit Certificate.

"Unitholder" shall mean a participant who is a registered holder for the time being of a Unit of an open-ended scheme of the Fund.

2. ELIGIBILITY CRITERIA

- 2.1 All Unit holders of any of the schemes of the Fund shall be eligible to use the Facility.
- 2.2 Transactions carried out, by the use of the Facility shall be subject to the offer document to the schemes and the terms and conditions of the schemes of the Fund

3. PROCEDURE

The Facility shall be offered to the Users of PI-AMC.

3.1 Issuance of PIN

A specific PIN shall be issued by PI-AMC against each Folio Number. The PIN shall be sent by post to the User to whom the Folio Number is issued.

A User may have multiple accounts with PI-AMC, in which event he/she shall be issued Folio Numbers in respect of each such account, and a corresponding PIN for each account. If, however, the multiple accounts held by a User have already been clubbed under a single folio number, then only one corresponding PIN shall be issued.

In the event that an account is held jointly, the Folio Number and the PIN shall be issued to the first holder of the Account.

On receipt of the PIN number by post the User shall acknowledge of the receipt of the PIN by duly completing and submitting the acknowledgement form in acceptance of the Terms and Conditions.

3.2 Activation of PIN

PI-AMC shall not be under any obligation to activate the PIN until:

- (i) it receives from the User, the written acknowledgement of receipt of the PIN in the manner and form provided by PI-AMC; and
- (ii) It satisfies itself that the signature on the acknowledgement form matches with the signature of the User in the record of PI-AMC.

3.3 Access to the Facility

In order to access the Facility for the first time, the User shall be required to create a unique login name and password at the PI-AMC web site.

The User may thereafter, map his/ her profile by entering the Folio Number/s and the corresponding PIN. A User's profile may consist of not only his own Folio Numbers, but may also consist of Folio Numbers of other Users who may have authorised the User to act on their behalf as their nominee ("Authorised Nominee"). Each User who nominates another User would be required to sign such form or document and disclose any information as may be required by PI-AMC.

Once the profile has been mapped, in the manner described above, the User may then access the Facility by merely entering his unique login name and password at the PI-AMC web site.

4. SERVICES

- 4.1 A User may avail of any of the following services on accessing the Facility:
 - (i) Redemption of Units via Systematic Withdrawal Plan or any other plan;
 - (ii) Purchase of additional Units by the Systematic Investment Plan or other plan; and
 - (iii) Switches
- 4.2 PI-AMC shall periodically provide the User with a written statement of all the transactions made by the User on a [monthly/regular] basis, as is being correctly done.
- 4.3 The User shall check his/her account records carefully and promptly. If the User believes that there has been a mistake in any transaction using the Facility or the Service, or that unauthorised transaction has been effected, the User shall notify PI-AMC immediately.

5. PI-AMC AS AUTHORISED AGENT

- 5.1 The User hereby irrevocably authorises and instructs PI-AMC to act as his/her agent and to do all such acts as PI-AMC may find necessary to provide the Facility.
- 5.2 Such authority shall be exercisable by PI-AMC upon receiving instructions from the User using the Facility.

6. REPRESENTATIONS BY THE USERS

- (a) The User shall not disclose / divulge the PIN to any person and shall ensure that no person gains access to it.
- (b) The User agrees that PI-AMC may, in its absolute discretion, issue a new PIN to the User on the terms and conditions stated herein or on such terms and conditions as PI-AMC may deem fit.
- (c) The User shall, at all times, be bound by any modifications and/or variations made to these Terms and Conditions.
- (d) The User agrees that PI-AMC reserves the right to ask the User for an oral or fax confirmation of any transaction request using the Facility and / or any additional information regarding any transaction request.
- (e) The User agrees that PI-AMC may suspend the Facility in whole or in part, at any time without prior notice if the User does not comply with any of the Terms and Conditions herein or any modifications thereof.
- (f) The User shall not assign any right or interest or delegate any obligation arising herein.
- (g) The User agrees that it shall be his sole responsibility to ensure protection and confidentiality of the PIN and any disclosure thereof shall be entirely at the User's risk.
- (h) The User shall take responsibility for all the transactions conducted by using the Facility and will abide by the record of transactions generated by PI-AMC. Further such records generated by PI-AMC shall be conclusive proof and binding for all purposes and may be used as evidence in any proceedings.
- (i) The PIN, login name and password shall be kept safe and the User shall ensure that the User [or their Authorised Nominee] do not tell or show their PIN, login name or password to any other person.
- (j) PI-AMC shall be notified immediately if a record of the PIN or password, is lost or stolen or if the User is aware or suspects another person knows or has used his/her PIN or password without authority. PI-AMC may then cancel the PIN or password and arrange for the User (as the case may be) to select a new one.
- (k) The User agrees that any transaction, undertaken using the User's password shall be deemed to be that of the User. If any third party gains access to the Facility by using the User's password, the User agrees to indemnify PI-AMC and its directors, employees, agents and representatives against any liability, costs, or damages arising out of claims or suits by such other third parties based upon or related to such access or use.
- (l) The User shall be responsible for his/her own PC anti-virus and security measures to help prevent unauthorised access via the Facility to their transactions and bank accounts, and PI-AMC shall not be liable of any such unauthorised access.
- (m) The User agrees that use of the Facility will be deemed acceptance of the Terms and Conditions and the User will unequivocally be bound by these Terms and Conditions.

7. INDEMNITIES OF PI-AMC

The User shall not hold PI-AMC liable for the following:

- a. For any transactions using the Facility carried out in good faith by PI-AMC on instructions of the User.
b. For the unauthorised usage/ unauthorised transactions conducted by using the Facility.
c. For any loss or damage incurred or suffered by the User due to any error, defect, failure or interruption in the provision of the Facility arising from or caused by any reason whatsoever.
d. For any negligence/mistake or misconduct by the User.
e. For any breach or non-compliance by the User of the rules/terms and conditions stated in this Agreement.
f. For accepting instructions given by any one of the User in case of [an Authorised Nominee] or joint account/s.
g. For carrying out a transaction after such reasonable verification as PI-AMC may deem fit regarding the identity of the User.
h. For allowing any person who supplies PI-AMC with the PIN or password to have access to the Facility. PI-AMC shall be under no obligation to further ascertain the Users identification.

8. NO WAIVER

No forbearance, delay or failure on PI-AMC's part 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.

9. TERMINATION OF SERVICES/ ACCESS MAY BE WITHDRAWN

9.1 Termination by User

- (a) The User may terminate usage of the Facility at any time by giving a written notice to PI-AMC.
(b) The User may request PI-AMC to cancel the authority of his/her Authorised Nominee to access his/her account(s) at any time. PI-AMC may require a written confirmation of this request.

9.2 Termination by PI-AMC

- (a) PI-AMC may terminate the Facility without prior notice on occurrence of any of the following events (i) non-compliance of the terms and conditions herein; (ii) death, insolvency, bankruptcy or liquidation of the User; (iii) any other cause arising out of operation of law; and (iv) or such other reason as PI-AMC deems proper.
(b) PI-AMC may also at any time suspend the User's right to participate in the Facility via a written notice to the User for such reason and for such time period it may deem fit at its discretion. PI-AMC will not do this without good reason.
(c) In the event of termination for any reason whatsoever, PI-AMC shall be entitled to recover all outstanding charges and dues from the User, if any.

10. PROPERTY RIGHTS IN INFORMATION AND FACILITY

The Facility and the information are the property of PI-AMC or its licensors and are protected by applicable copyright, patent, trademark or other intellectual property law. Except as expressly authorized herein, the User may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such information or any of the Services

provided in any manner (including electronic, print or other media now known or hereafter developed) without the written consent of PI-AMC. The User also agrees not to use the information or Services for any unlawful purpose, and the User shall comply with any request of PI-AMC or any of the third party providers to protect their respective rights in the information and services.

11. RULES, REGULATIONS AND BYE-LAWS

The User undertakes to comply with all applicable laws and statutory requirements and agrees to be bound by and to diligently follow and ensure compliance with the applicable rules, regulations and bye-laws of PI-AMC.

12. DISCLAIMER

The Facility and the information on the Portal are for informational purposes only. The Offer Documents provided on the Portal set forth concisely the information about the Schemes that a User ought to know before investing. The particulars of the Schemes have been prepared in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 as amended till date and filed with the Securities and Exchange Board of India ("SEBI") and the Units being offered for public subscription have not been approved or disapproved by SEBI nor has SEBI certified the accuracy and adequacy of the Offer Documents. The Offer Documents shall remain effective till a "Material Change" (other than a change in the fundamental attributes and within the purview of this Offer Documents) occurs and thereafter the changes shall be filed with the SEBI and circulated to the Users along with the quarterly / half-yearly reports. All Users of this Portal are instructed that any information on it should be used in conjunction with traditional investment techniques, which may include obtaining applicable legal, accounting, tax or other professional advice or services. PI-AMC indemnifies itself from any omissions, errors or investment consequences arising from the use of this material by any User of this Portal.

13. CONFIDENTIALITY

The PI-AMC shall keep the information relating to the transactions of the User using the Facility confidential.

Provided however that PI-AMC is entitled to disclose any information or particulars pertaining to the User to any authority, statutory or otherwise as may be required by law.

14. PRIVACY

PI-AMC shall not sell or market any personal information or personalized data of its customers to unaffiliated organizations. PI-AMC shall maintain the User's personal information and data according to strict standards of security and confidentiality.

15. MISCELLANEOUS

- (a) In case of any dispute, either judicial or quasi-judicial the same will be subject to the exclusive jurisdiction of the courts in Mumbai.
(b) Any dispute arising out of or in connection with these Terms and Conditions, will be referred to the arbitration of a sole arbitrator to be appointed by PI-AMC, in accordance with the Arbitration & Conciliation Act, 1996.
(c) These Terms and Conditions are subject to the SEBI (Mutual Funds) Regulations, 1996 as amended from time to time and includes Guidelines, Circular Press Release, or Notification that may be issued by SEBI or the Government of India, to regulate the activities and growth of mutual funds.

I/We, Investor/s of PI-Mutual Funds accept the above terms and conditions. On the basis of this acceptance I/we request PI-AMC to issue us a PIN.

Folio Number*

Grid for Folio Number input

Date of Birth

Grid for Date of Birth input (DDMMYYYY)

Name of the First Unit Holder*

Grid for Name of the First Unit Holder input

E-mail ID*

Grid for E-mail ID input

Name of the Second Unit Holder ‡

Grid for Name of the Second Unit Holder input

Name of the Third Unit Holder ‡

Grid for Name of the Third Unit Holder input

Place

Grid for Place input

Date

Grid for Date input (DDMMYYYY)

Signature of the First Unit Holder*

Signature box for First Unit Holder

Signature of the Second Unit Holder ‡

Signature box for Second Unit Holder

Signature of the Third Unit Holder ‡

Signature box for Third Unit Holder

* Mandatory

‡ Mandatory, if the Mode of Holding is Joint