

Rules and Regulations for access or usage of Mirae Asset Investment Managers (India) Pvt. Ltd's computers resource by any person

You can access www.miraeassetmf.co.in (herein after referred to as "this Website") or any of the AMC's computer resource, subject to the terms and conditions of use, as changed / updated from time to time entirely at the discretion of **Mirae Asset Investment Managers (India) Pvt. Ltd (hereinafter referred to as 'the AMC')** as set out below ("**Terms of Use**"). This Agreement is for an indefinite term and you understand and agree that you are bound by such terms.

General

1. You understand that the AMC may at any time, at its sole discretion and without prior notice to you, prohibit or restrict your access to this Website or related services or may discontinue or change, at any time, any of the services available through this Website.
2. Pages within this Website may contain supplemental Terms and Conditions and additional disclosures and disclaimers, which are in addition to these Terms and Conditions, disclosures and disclaimers.

Capacity to contract

3. You must be 18 years of age or older to visit or use this Website in any manner. In the event that you are below 18 years of age, you are visiting this Website at your own risk and you alone shall be liable for your actions. By visiting this site or accepting these Terms of Use, you represent and warrant to the AMC that you are 18 years of age or older, and that you have the right, authority and capacity to use this Website and agree to and abide by these Terms of Use. By using this Website, you agree to follow and be bound by all terms and conditions concerning your use of this Website.

Compliance with Applicable Laws

4. This website is intended for use by such investors, prospective investors and distributors authorized by law and regulations to invest / deal in Mutual Fund units. This Website is not intended for distribution, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. It is the responsibility of the respective person who accesses the information contained herein to observe all applicable laws and regulations of the relevant jurisdictions.
5. The Use of this Website may be monitored, tracked and recorded. Any unauthorized, unlawful access may be subject to a legal recourse by the AMC / Trustees / Sponsors of the Mutual Fund.

User representations and warranties

6. You represent and warrant to the AMC that you will use this Website in a manner consistent with any and all applicable laws and regulations.
7. You represent and warrant that you will not make any unauthorized usage of this Website including but not limited to the following:
 - a) transmitting or sending unsolicited commercial or marketing communications;
 - b) deleting or revising any content;
 - c) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site; and
 - d) aggregating, copying or duplicating in any manner any of the content or information available from this Website.
8. You represent and warrant that the you shall not host, display, upload, modify, publish, transmit, update or share any information that —
 - a) belongs to another person and to which you do not have any right to;
 - b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c) harms minors in any way;
 - d) infringes any patent, trademark, copyright or other proprietary rights;
 - e) violates any law for the time being in force;
 - f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g) impersonates another person;
 - h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation

Contents on this Website

9. While due care has been taken to ensure the accuracy of information on this Website, the Mutual Fund, the AMC, the Trustee Company, the Sponsors and the RTA, shall not in any way be responsible for any loss or damage arising in contract, tort or otherwise from:
 - a) any inaccuracy or error or omission of any data.
 - b) interruption or delay in the provision of this service.

10. In addition to and without limiting the foregoing, the AMC 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 or any of the user's software, hardware, data or property.
11. You specifically agree that the AMC shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received through the Website.

Property rights in information and services

12. All trademarks, logos and service marks, information and content provided on this Website, including its design structure and compilation, are privately owned Intellectual Property Rights of the AMC and/or its affiliates or group companies and/or otherwise permitted for the use of the AMC. You may not copy, transmit, distribute, modify, reuse, sell or display any of the Proprietary Content for any purpose except with the prior written consent of the AMC, which it may issue in its sole discretion. Unauthorised use of the materials appearing on the Website may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. You are granted a non-exclusive, non-transferable and limited right to access this Website.

Linked sites

13. The AMC provides links to other sites for the convenience of users in locating related information and services. The content to which links may be made available on this Website have not been developed, checked for accuracy, or otherwise reviewed by the AMC. It makes no representations whatsoever about any such website which the user may access through this Website and is not liable to users for any content viewed by them through a link which may be provided from this Site. A link to a website does not mean that the AMC endorses or accepts any responsibility for the context or the use of such website.
14. The AMC is not liable for any loss or damage caused by any delays, inaccuracy, errors or omissions in the content of any link, whether actual, alleged or consequential. The AMC is not liable for any content displayed on the linked website, not furnished or provided to it by any third party including, without limitation, the accuracy, subject matter, quality or timeliness of such content. It is the responsibility of the user to take necessary precautions to ensure that whatever is selected for use is free of such items as viruses and other items of a destructive nature.

Indemnity

15. You agree to indemnify and hold the AMC, Sponsors, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand or damage, including reasonable attorney's fees, asserted by any third party due to or arising out of your use of or conduct on the Site.

Amendments

16. The AMC reserves the right to add, amend or revise, in whole or in part, any of the services or contents on this website or these Terms and Conditions at any time without prior notice. Any addition, suspension, revision, amendment, cancellation or suspension shall be effective and binding on users. You are requested to keep yourself updated for the changes by reading the same from time to time.

Governing law

17. The Usage of this Website and these Terms and Conditions shall be governed by /construed in accordance with, the laws of India.

Jurisdiction

18. Any dispute arising out of the Scheme(s) and the usage of this Website shall be subject to the exclusive jurisdiction of the Courts in India.

The AMC reserves the right in its sole discretion to investigate and take legal action against anyone who engages in any illegal or prohibited conduct or otherwise violates these Terms and conditions. Your continued use of this Website will be deemed acceptance of these terms and you will be unequivocally bound by all these terms and conditions, including amendments, if any.

The AMC has appointed Mr.Vishal Samant, AVP-IT as the Grievance Officer to redress complaints arising from the usage of this Website or usage of any computer resource provided by the AMC. The contact details of Mr.Vishal Samant are as under:

Name : Mr.Vishal Samant

Telephone Number: 022-67800329

Email : samant.vishal@miraeasset.com

In case you have any complaints arising from the usage of this Website or any of the terms and conditions mentioned above including unauthorized usage by anyone as detailed in clause 8 above or the usage of any computer resource provided by the AMC, you are requested to contact the Grievance Officer at the details mentioned above.

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