

The terms and conditions (hereinafter referred to as "Terms and Conditions") and any other information referred or linked to in these Terms and Conditions will apply to a person (hereinafter referred to as the "User" which expression shall, where context so requires, include more than one User) or who may execute any transaction for the purchase, sale and switching of units or for change in personal profile data (hereinafter referred to as "Transaction(s)") of any scheme offered by Quantum AMC (hereinafter referred to as "Units") irrespective of the commercial value via any service offered by Quantum AMC either through its Website / Mobile Application, who may access the Website / Mobile Application('www.QuantumMF.Com/www.QuantumAMC.com' hereinafter referred to as "Website / Mobile Application " ) , Fax or any other electronic or other medium / mode (hereinafter referred to as a "Facility"). A Facility shall be capable of transmitting or communicating any communication or information using devices having access to such media with the use of personal identification number (hereinafter referred to as "PIN") or One Time Password (hereinafter referred to as "OTP") or telephone personal identification number (hereinafter referred to as "TPIN") or any other secure information or method provided by Quantum AMC or Karvy Fintech Private Limited, its registrar (hereinafter referred to as "Registrar") or by any other entity as authorized by Quantum AMC, to the Users generated by or at any medium /mode as aforesaid. A Facility may be provided by the Registrar and Quantum AMC, its affiliates and subsidiaries or by any outsourced service provider / partner / a Mutual Fund financial advisor /agent of Quantum AMC either individually, jointly or severally (hereinafter referred to as "QUANTUM AMC".)

ANY USER ENTERING INTO ANY TRANSACTION BY USING A FACILITY IS REQUIRED TO READ THESE TERMS AND CONDITIONS AND WILL BE BOUND BY THESE TERMS AND CONDITIONS AND IS ADVISED NOT TO ENTER INTO ANY TRANSACTION IF HE HAS NOT READ OR UNDERSTOOD ANY OF THESE TERMS AND CONDITIONS. IF ANY TRANSACTION HAS BEEN ENTERED INTO BY ANY USER, THAT ACT OF ENTERING INTO THE TRANSACTION SHALL ITSELF EVIDENCE THAT THE USER HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS STATED:

- ON THE WEBSITE / MOBILE APPLICATION ;
- IN THE SCHEME INFORMATION DOCUMENT ("SID") READ WITH ADDENDUM'S ISSUED FROM TIME TO TIME BY QUANTUM AMC;
- IN THE STATEMENT OF ADDITIONAL INFORMATION ("SAI") READ WITH ADDENDUM'S ISSUED FROM TIME TO TIME BY QUANTUM AMC
- IN THE KEY INFORMATION MEMORANDUM ("KIM") READ WITH ADDENDUM'S ISSUED FROM TIME TO TIME BY QUANTUM AMC

AND THAT SUCH TERMS AND CONDITIONS WILL APPLY TO EVERY SUCH USE OR ACCESS TO A FACILITY. ANY USER WHO DOES NOT WISH TO ACCEPT ANY OF THE AFORESAID TERMS AND CONDITIONS HE MAY NOT USE ANY FACILITY PROVIDED BY QUANTUM AMC.

If the User is availing any Facility, then, the Terms and Conditions shall govern all dealings between the User and Quantum AMC with respect to the Transactions made by the User using such Facility as also any other Facility. If the User has already registered with Quantum AMC for utilizing a Facility then the Terms and Conditions shall be in addition to and not in derogation of the existing terms and conditions governing the use of such Facility.

In terms of Information Technology Act, 2000, this document is an electronic record, being generated by a computer system and it does not require any physical or digital signature. The User acceptance to the terms and conditions shall be considered as User consent to use the Mobile Application, the Website and the Facility provided by Quantum AMC in accordance with the terms and conditions laid down by Quantum AMC.

These Terms and Conditions are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the intermediary's computer resource by any person.

These terms and conditions shall constitute a binding contract between Quantum AMC and the User when you download the Mobile Application or use the Facility and shall be referred to herein as the "Agreement". Downloading and installing the Mobile Application or using the Facility shall be deemed to constitute sufficient proof that you have read, understood and accepted these terms conditions.

## **PRE-REQUISITES**

The User acknowledges that he/she shall provide Permanent Account Number ("PAN")/Know Your Customer Compliance Letter ("KYC Letter")/Bank Account Details / Email ID / Mobile No. such other personal details like date of birth, specimen signature, mother's maiden name etc. and such other documents/supporting required for verifying the identity and the address of the User as well as required by the laws/statutes/regulatory requirements from time to time to allow a Facility to the User. The User understands that a Facility can be used only after receipt of necessary documents and to the satisfaction of Quantum AMC.

The user further agrees & understands that such documents/information including his specimen signature may be obtained by Quantum AMC directly from the user or from any other source to whom such documents have been submitted by the user (for any other purpose); such source may include (in addition to any other source) any R & T agent, any other Mutual Fund, Depository Participant, KRA (KYC Registration Agency), Bank(s) etc. The User authorises Quantum AMC to rely on such documents/information including his specimen signature obtained from such third party source without counter checking/validating the same with the user and the user shall be deemed to have acknowledged the validity/accuracy of the same. While the specimen signature or such other identity proof would be used by Quantum AMC while handling a transaction request from the user other than through the facility, Quantum AMC can ask for additional Documents/Information including his specimen signature validated/verified by a third source like his Default Bank, etc.

## **REFERENCE**

The User acknowledges that he/she has reviewed/studied the SID / KIM of the scheme(s), the SAI and the addendum, if any to the SID / KIM and SAI carefully and in its entirety and shall not construe the contents thereof or regard the summaries contained therein or information contained in a Facility as advice relating to legal, taxation, or financial/investment matters and is advised to consult his/her own professional advisor(s) as to the legal or any other requirements or restrictions relating to the subscription, acquisition, holding, disposal (sale, transfer, switch or redemption or conversion into money) of Units and to the treatment of income (if any), capitalization, capital gains, any distribution, and other tax consequences relevant to the subscription, acquisition, holding, capitalization, disposal (sale, transfer, switch or redemption or conversion into money) of Units within his/her jurisdiction / nationality, residence, domicile etc. or under the laws of any jurisdiction which is applicable to such User, and (also) to determine possible legal, tax, financial or other consequences of subscribing to, purchasing or holding, selling, redeeming or switching any Units before making an application for Units of Quantum AMCs fund.

## **PERMISSIONS**

Quantum AMC permits the User to access, use and interact with a Facility subject to the Terms and Conditions contained herein.

## **EXCLUSIONS AND LIMITATIONS**

- 1.** Quantum AMC does not represent or warrant that:-
  1. access to a Facility by the User; or any part of it will be uninterrupted, reliable or fault free;
  2. a Facility or any of its contents will be accurate, complete or reliable;
  3. any services (whether or not provided by Quantum AMC) will be provided with due care and skill; and
  4. it acknowledges receipt of any Transactions or verifies such Transactions.
- 2.** Quantum AMC shall not be liable for:-
  1. any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating a Facility or any information on a Facility;
  2. the unavailability of a Facility (or any part of it), products or services;
  3. any delay in providing, or failure to provide or make available, products or services or any negligent provision of products or services;
  4. any misrepresentation on or relating to a Facility, services (other than a fraudulent misrepresentation made by Quantum AMC or on their behalf).
  5. the non-execution of any Transaction where Quantum AMC has a reason to believe that the Transactions are not genuine or unclear or doubtful or otherwise cannot be put into effect.
- 3.** The User agrees and acknowledges that he/she will take full responsibility for any Transactions executed using a Facility, abide by the records of Transactions maintained by Quantum AMC and that such records shall be conclusive proof of such Transaction and shall be binding on the User and may be used as evidence in any proceedings.
- 4.** The User agrees that each of these exclusions and limitations are reasonable having regard to the nature of a Facility.
- 5.** None of the above exclusions and limitations shall affect any statutory rights which are not capable of being excluded. However, in such case the obligation of Quantum AMC, where permitted by law, will be limited to the re-supply of a Facility, products or services to the User.
- 6.** Each of the above exclusions and limitations shall be construed as a separate and severable provision of these Terms and Conditions

## **ACCESS**

Quantum AMC reserves the right in its sole discretion to deny the User, access to any Facility or any part of a Facility without notice and to decline to provide the products or services to the Users who are in breach of these Terms and Conditions of use.

## **OPERATION OF USER ACCOUNT**

1. If the mode of holding of Users account with Quantum AMC is 'Single': a Facility will be available only to such sole User.
2. If the mode of holding is 'Joint', Quantum AMC shall send/make available the PIN/ OTP / TPIN/secure information for executing Transactions to the first User under the folio.
3. If the mode of holding is 'Anyone' or 'Survivor', Quantum AMC shall send/make available the PIN / OTP / TPIN / Secure information for executing Transactions to the first User under the folio. The PIN / OTP/ TPIN / secure information allotted to the first User will be sufficient for executing Transactions.
4. The User of any such folios agrees and confirms that Quantum AMC shall not be in a position to verify the User of a Facility and thereby not be responsible or liable for any Transactions arising out of misuse of the PIN / OTP / TPIN / secure information by any of the joint User(s), survivor or any other person.
5. If the User is a minor, his/her parents / legal guardians shall be eligible to avail of a Facility till such User attains majority. In such case, the personal details of the parents / legal guardians shall be submitted to Quantum AMC/Registrar. The parents / legal guardians hereby agree not to use a Facility on behalf of the User once he/she attains majority.
6. The Facility is not offered to those categories that are other than Individuals and HUF and to those willing to transact electronically either through a Power of Attorney in their favour or through online arrangement with any broker or Intermediary or by use of any third party website.
7. In a case, where, the mode of holding is 'Anyone' or 'Survivor' or 'Joint', any use shall be deemed to have been carried out jointly by all the joint Users. The joint Users agree and confirm that the every User has the full and absolute authority to act for and on behalf of all and each of the other joint Users in all matters relating to a Facility. Liability of all the joint Users shall be joint and several and shall be binding on each of the joint Users, their respective legal heirs, successors, executors and permitted assigns. The joint User(s) shall be deemed to have confirmed and ratified all the acts done by any other joint User(s) in relation to a Facility.

## **LINKS TO OTHER SITES**

Certain links, including hypertext links, in a Facility shall take the User outside the Facility. Links are provided for the Users convenience and inclusion of any link does not imply endorsement or approval by Quantum AMC of the linked site, its operator or its content. Quantum AMC is not responsible for the content of any third party which is outside a Facility.

## **TERMINATION**

Quantum AMC may terminate access to a Facility for any User if he/she is in the breach of the SEBI Regulations, any law or requirements of any governmental, statutory authorities including without limitation exchange control regulations, terms of SID / KIM/ SAI, and these terms and conditions.

## **SUSPENSION**

Quantum AMC may temporarily suspend access to a Facility for the User if he/she fails to comply with the KYC norms, delay in making the payment for a Transaction, delay in receipt of documents/information etc from third party source, or fails to comply with any rules, regulations, procedures or formalities notified by SEBI or any other regulation authority with respect to a Transaction or commits breach of any of the Terms and Conditions.

## **PAYMENT MODES**

Online transfer from the User's Bank Account or credit through RTGS/NEFT/IMPS / Debit Card / One Time Mandate from the Users Bank A/C or other payment method as may be introduced from time to time is the only acceptable method of payment for executing any Transaction on any Facility. The payment must be made in full and should be derived through legitimate sources and legally belonging to the user and not of any third party.

## **ISSUANCE OF UNITS**

1. According to SEBI Guidelines under 'The Prevention of Money Laundering Act, 2002, Mutual Funds are required to follow enhanced Know Your Customer (KYC) norms. Accordingly, it will be mandatory for all categories of users to be KYC Compliant.. Applications for subscriptions without a valid KYC Compliance of Users shall be rejected.
2. Quantum AMC shall issue Units to a User only when the User makes payment for the amount of Transaction executed by such User. If, however, a payment has not been made Quantum AMC shall not issue any Units to the User and the Transaction will be recorded as cancelled.
3. Users who have applied for allotment of units in their Demat Account will be issued units in demat form.

## **USER OBLIGATIONS**

1. The User acknowledges and agrees that:

1. he/she is aware of all security risks including possible third party interception of his/her account and the content of his/her account becoming known to third parties;

2. understands that the use of any Email ID, Mobile, Facility is not a secure method of viewing, accepting and transmitting information and that it involves security hazards and the risk of any loss of information or obtaining of information or misuse by any third party of his/her account and Quantum AMC shall, in no way, be held responsible for the same and shall not be considered as a breach of its or its constituent company's User confidentiality provisions;

3. even though his/her Mobile No. is registered under the National Do Not Call Registry (NDNC), he/she explicitly permits Quantum AMC to send and he/she would like to receive various communications (for products or otherwise), updates, alerts, notifications & Quantum AMC shall in no way be held responsible for & the same shall not be considered as a breach of such TRAI Regulations/Guidelines;

4. he/she is solely responsible to ensure that the PIN/ OTP/ TPIN/secure information is kept confidential and not revealed/disclosed to any third party, including any person claiming to represent Quantum AMC and shall take all possible care to prevent discovery of the PIN/TPIN/secure information by any third person. The User shall immediately communicate to Quantum AMC in writing on becoming aware of any loss, misuse or wrongful disclosure to any third party of the PIN / OTP / TPIN/secure information. Quantum AMC may in its absolute discretion, issue to the User, a new PIN/TPIN/secure information on similar terms and conditions or under such terms and conditions as Quantum AMC may deem fit;

5. He/she shall be bound by all the provisions and notifications issued by SEBI, Information Technology Act 2000 or any other regulatory body. He/she shall be bound by his 'signature' that Quantum AMC may seek from KRA as part of his additional documents/information for doing any transaction outside the usage of the facility. He/she further agrees that he/she will provide such verification/validation as Quantum AMC may desire;

In relation to the Transactions entered into by the User using a Facility and any additional right or obligation created therein.

He/she shall be bound by his declarations and authority provided to KRA while seeking compliance under the KYC procedure including disclosing/sharing/remitting his/her information to the Mutual Fund.

#### **REPRESENTATIONS AND WARRANTIES**

User represents and warrants that:

1. he/she is above 18 years of age and capable of executing the Transactions using the Facilities offered by Quantum AMC;
2. the requisite power and authority and all necessary permits, authorizations, consents, and approvals to execute, deliver and perform obligations by every User and to consummate the Transactions contemplated herein and to be entered into by every User under or in connection with the purchase/sale/switching of Unit have been obtained and are in full force and effect without any modification or variation;
3. his/her the performance does not: (i) conflict with or result in any material breach or violation of any of the Terms and Conditions of, or constitute (or with notice or lapse of time or both constitute) a default by a User of any of the Terms and Conditions of which it is a User or by which it is bound; (ii) violate any court order, judgment, injunction, award, decree or writ against, or binding upon any of the User or upon the securities, properties or business of any User: or violate any applicable Law or any other jurisdiction in which any User maintains a residence or business presence; and (iii) each of the User has read and understood the Terms and Conditions which constitute a valid and binding obligation on part of the User being enforceable against him/her in the event of any breach by any of him/her of any of the provisions stated herein.

#### **SMS AND EMAIL ALERTS**

SMS alerts and email notifications of the Transactions executed by a User in addition to various communications, updates etc. may be provided by Quantum AMC to the User on providing information like the email address and the mobile number (even if the user has registered his/her mobile number under the National Do Not Call Registry) of the User. The User must inform Quantum AMC immediately about any change in the email address and/or mobile number. Quantum AMC shall not be held responsible for any damage or loss of information or breach of confidentiality in relation to providing such service to the User and the User hereby acknowledges that he/she will take full responsibility with regard to SMS alert and email notification services provided by Quantum AMC.

## **VARIATIONS**

Quantum AMC reserves the right at any time without notice to revise the content of any Facility (including the products and services offered by them) and these Terms and Conditions. Any changes to these Terms and Conditions will be posted / updated on such Facility / SID / SAI / KIM and by continuing to use a Facility following any such change, the User will signify that he/she has read and understood the changes and would be bound by the revised Terms and Conditions of use of a Facility for any Transactions.

## **EVENTS BEYOND CONTROL**

Quantum AMC shall not be liable to the User for any breach of these Terms and Conditions of use or any failure to provide or delay in providing the products or services through a Facility resulting from any event or circumstance beyond reasonable control of Quantum AMC including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.

## **FACILITY ACCESS LOCATION**

Quantum AMC operates the Facilities from its back office currently from Mumbai (and from such other location as feasible from time to time) in India, and makes no representation that a Facility used by the User is appropriate or available for use beyond India. If the User uses any Facility from outside India, he/she would be responsible for compliance with applicable local laws.

## **No Offers to Persons In Foreign Jurisdiction**

Quantum AMC has been approved by the Securities and Exchange Board of India (SEBI), India to act as the Asset Management Company of Quantum Mutual Fund, a mutual fund registered with SEBI. At present neither Quantum AMC or nor Quantum Mutual Fund has been registered under any Securities Law or with any regulatory or other authority in any other country or jurisdiction and the Service provided is only for the information of any person in any jurisdiction where it may be lawful to offer such a Service. No information or opinion on this Website / Mobile Application is to be construed as a representation, solicitation, inducement or offer to any person by Quantum AMC or Quantum Mutual Fund to buy / sell any securities or units of mutual fund schemes or other financial instruments in any jurisdiction in which such distribution or offer is not authorised to any person. Nor does it constitute any advice or recommendation with respect to securities or any other financial instruments. In particular, the information herein is not for distribution and does not constitute an offer to buy or sell or the solicitation of any offer to buy or sell any securities or financial instruments in the United States of America ("US") and Canada to or for the benefit of United States persons (being persons resident in the US, corporations, partnerships or other entities created or organised in or under the laws of the US or any person falling within the definition of the term "US Person" under Regulations promulgated under the US Securities Act of 1933, as amended), Persons of Canada and Resident of European Union Countries (EU Resident). In case a user attempts to execute a transaction for purchase or sale of units through the use of the Web-Site, and Quantum AMC has reason to believe that the User is a U.S. or Canada person then and in that event the transaction will be barred and declared null and void and the user will be solely liable and responsible for any losses/ liability incurred thereof and will indemnify Quantum AMC for any liability it may incur as a consequence of the use of the service.

## **UNENFORCEABILITY**

The enforceability or otherwise of any of the Terms and Conditions shall not affect the enforceability of the rest of the Terms and Conditions

## **NO TRANSACTIONS**

No Transactions on any Facility shall be executed:

1. by the User who is below 18 years of age; or
2. by any User acting through a Power of Attorney; or
3. by arrangements with brokers/Intermediaries/third party websites.
4. by the user who is residing in Canada or a United States person within the meaning of Regulation(s) under the United States Security Act of 1933, as amended from time to time or of any country not compliant under the FATF Agreements.

Quantum AMC reserves the right to reject and pay the investment amount or the NAV value less load (as the case maybe) (unless specifically permitted) the Transactions executed by any of the persons or methods provided in this provision.

## **DISCLAIMER OF CONSEQUENTIAL DAMAGES**

Quantum AMC is not responsible or liable for any damages whatsoever (including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption) resulting from the use or inability to use a Facility and its content, whether based on warranty, contract, tort, or any other legal theory, and whether or not, such organisations or entities were advised of the possibility of such damages.

## **LOG FILES**

Quantum AMC uses IP addresses to administer a Facility and track User movements on Quantum AMC Website / Mobile Application

## **COOKIES**

Facility provided by Quantum AMC uses cookies to retrieve User details for each visit which are used in some areas of such Facility.

## **CONFLICT**

Where any conflict or contradiction appears between the Terms and Conditions of a Facility and any other relevant terms and conditions, policies or notices, the Terms and Conditions of such Facility shall prevail.

## **CESSION**

Quantum AMC shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant Terms and Conditions, policies and notices to any third party. No User shall cede, assign or delegate any of his/her rights or obligations under any Facility.

## **PRIVACY**

Quantum AMC do not buy or sale information of User of to any third party. Quantum AMC share information of User to third parties to complete User Financial / Non – Financial request as prescribed in the Privacy Policy of the Company [https://www.quantumamc.com/downloads/pdfs/privacy\\_policy.pdf](https://www.quantumamc.com/downloads/pdfs/privacy_policy.pdf). If you do not agree with the Privacy Policy, we suggest the User not to sign-up or avail the Facility.



## **APPLICABLE LAW AND JURISDICTION**

These Terms and Conditions shall be governed by the laws of India and subject to the jurisdiction of the Court of Mumbai.

## **INDEMNITY**

The User agrees to defend, indemnify, and hold harmless Quantum AMC, his/her officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation legal and accounting fees, alleging or resulting from the use of a Facility or the breach or non-compliance of any of the Terms and Conditions of or any illegal, unauthorized, fraudulent usage or misuse of User's PIN/ OTP / TPIN/secure information or all requests carrying the User's PIN/TPIN/secure information as evidenced by electronic records available at Quantum AMC or all requests carrying the User's PIN/TPIN/secure information as evidenced by electronic records available at Quantum AMC.

## **WAIVER**

No delay, neglect or forbearance on the part of Quantum AMC in enforcing against the User any term or condition of these Terms and Conditions shall either be or be deemed to be a waiver or in any way prejudice any right of Quantum AMC under these Terms and Conditions. No right, power or remedy in these Terms and Conditions conferred upon or reserved for Quantum AMC is exclusive of any other right, power or remedy available to Quantum AMC.

## **RISKS**

The User acknowledges that he/she is utilizing Facilities at his/her own risk. These risks would, among others, include the following:

1. Misuse of PIN/ OTP / TPIN/secure information: The User acknowledges that if any third person obtains access to his/her PIN/TPIN/secure information, such third person would be able to execute Transactions using a Facility.
2. Internet/Electronic Frauds: Every electronic medium per se is susceptible to a number of frauds, misuse, hacking, other actions, which could affect the Transactions. There can be no guarantee/warranty by Quantum AMC to indemnify the User from such Electronic frauds like hacking, back door entry or any such unlawful acts. The User shall separately evaluate the risks arising out of Transactions executed using a Facility.
3. The technology for enabling the availability of a Facility could be affected by virus or other malicious, destructive or corrupting code, programme or macro. Besides, Data/Documents/Information sourced from third party sources may be effected by poor image quality, virus, etc including tagging of wrong information to the user, or availability of old/ unupdated data of the user. This could result in non-execution of Transactions or delays in the processing the Transactions or failure in processing of Transactions and other such failures and inabilities. The User understands that Quantum AMC disclaims all and any liability, whether direct or indirect, arising out of any failure or inability by Quantum AMC to honour the User's instructions for executing a Transaction through a Facility or not. The User understands that Quantum AMC shall not be responsible for any of the aforesaid risks. The User also understands that Quantum AMC shall disclaim all liability in respect of such risks.
4. Any disclosure of PIN/OTP/ TPIN/secure information by Quantum AMC to any other person, for any reason whatsoever, including for the service of viewing a family portfolio, or disclosure to any person for conducting any transactions.

**TRANSACTION DISCREPANCY**

In case of any discrepancy in the details of any Transaction executed in respect of the User Accounts, the User shall be obliged to intimate such discrepancy to Quantum AMC in writing within 10 (ten) days of receipt of the Statement of Account in respect of the his/her account, failing which, such Statement will be deemed to be correct and accepted by the User.

**INVESTOR GRIEVANCE**

Quantum AMC has established an Investor Grievance Cell for redressal of the User grievances in relation to the Transactions executed by the Users using any Facility. The User has an option either to write an email on [CustomerCare@QuantumAMC.com](mailto:CustomerCare@QuantumAMC.com) or call on 1800- 22-3863 / 1800-209-3863 (toll free) detailing the grievance so as to allow Quantum AMC to take appropriate action on the same.