



Elixir Equities

AMFI Reg No:

ARN-1679



PaisaSmart

Terms and Conditions

Last updated: 14/08/2024

This Terms of User Agreement ("User Agreement") lays out the terms and conditions for governing the user's access and use of services on the Website/ Chatbot/ Mobile Application including any other sub-domain or platform which is owned, developed, managed or operated by Elixir Equities Private Limited ("EEPL"), and/or its affiliates.

Elixir Equities Pvt Ltd operates under the brand name 'PaisaSmart'. Throughout this User Agreement and any related documents, references to "EEPL" and "PaisaSmart" shall be understood to mean the same legal entity. PaisaSmart is an operating brand name through which EEPL delivers its financial services.

EEPL, under the PaisaSmart brand, is engaged in the following lines of business:

1. Mutual Fund Distribution - Registered with the Association of Mutual Funds in India (AMFI) with ARN No. 1679 for distributing mutual fund products.
2. Stock Broking Services - Registered with the Securities and Exchange Board of India (SEBI) as a Stockbroker on both the BSE & NSE with SEBI Registration No. INZ000017731.
3. Research and Advisory Services - Licensed as a SEBI-registered Research Analyst with SEBI Registration No. INA000004787.

The services provided by PaisaSmart under these licenses are facilitated through our digital platforms, including the website, mobile application, and chatbot. Any reference to 'services' or 'financial services' within this document refers to the full spectrum of services and licenses held by EEPL.

For the purposes of this User Agreement and any related documents, the term "Digital Platform(s)" refers collectively to all online services provided by PaisaSmart through various mediums. This includes, but is not limited to, the PaisaSmart website, mobile application, and chatbot services available via platforms such as WhatsApp. Any reference to "Website," "Mobile App," "Portal," or "Chatbot" within this document or any associated agreements shall be interpreted as referring to the "Digital Platform(s)" as defined herein.

By using or accessing any of our digital platforms, the User accepts and agrees to be bound by the Terms of Use. If the User does not agree with the Terms of Use, then the User may immediately stop using our digital platforms.

About Elixir Equities Private Limited

EEPL is engaged in the business of financial product distribution and allied services. EEPL is a mutual fund distributor registered with AMFI. In accordance with the applicable laws, EEPL is



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permitted to only render incidental advice with respect to mutual fund products only to its mutual fund distribution client. For every other purpose, including distribution of non-mutual fund products, all material provided by our digital platforms is for informational purposes only. Further, it is not intended as investment advice or an opinion concerning securities or a public offer proving a basis for an investment decision. No material/information provided by our digital platforms constitutes or shall be interpreted as investment advice, offer, solicitation or advertising with respect to the purchase or sale of any security and no part of it shall form the basis of or be relied upon in connection with any contract or commitment whatsoever. EEPL, in association with its partners, may also be engaged in 'distribution only' of other financial and investment products, including but not limited to portfolio management products, bank and corporate fixed deposits, bonds, gold bonds, convertible debentures, debentures, national pension scheme and loan products, etc., as available/offered on primary and secondary security markets and/or in direct arrangement with such third parties issuing/providing such products. Each of such activities is done independently. EEPL does not provide any advice with respect to such products and the activity is strictly restricted to distribution only under extant applicable laws. EEPL does not provide any investment advisory services with respect to such non-mutual fund products and any information provided thereof should not be relied upon while making an investment in such investment products.

Interpretation

The words, "him", "his", "her", "hers", "You", "Your", "Client", "User", "Investor", "Subscriber" and "Customer" refer to the person(s) who use and avail the Services and Products of EEPL Digital Platforms and shall include both singular and plural. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of the terms contained herein.

These terms shall constitute a binding contract between EEPL, and you when you interact with, access or use any services on any of the Digital Platforms owned and managed by EEPL and shall be referred to herein as the "Agreement". Interacting with, accessing or using the services of any of our Digital Platforms shall be deemed to constitute sufficient proof that you have read, understood and accepted these terms.

By interacting with, accessing or using the services of any of our Digital Platforms, the User acknowledges to have read, understood and agrees to be legally bound by this User Agreement. EEPL reserves the right to change the terms and conditions at any time, without any notice. User's continued use of the Digital Platforms after the changes to the Terms are made shall be considered as acceptance from User for the changes.

This User Agreement contains important information regarding the Services that EEPL will provide to you, and for your own protection, the Users must read them carefully before accepting the same.



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If you do not agree to these terms contained herein, you must not proceed to use the Digital Platforms or use the Services provided on the Digital Platforms.

This User Agreement must be read in consonance with the privacy policy document, or other such documents as may be applicable to a particular account/ service/ situation/ circumstance/ transaction.

Any reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

Without prejudice to any other specific requirement which may be laid out in this User Agreement and your use of the Digital Platforms and the Services and specifically, your acceptance of these terms and conditions contained herein shall be deemed to be a representation and warranty that you are above 18 years of age, or possess legal parental or guardian consent, and are fully able, conscious and competent to enter into this User Agreement and make the investment decisions, execute the investment transactions, evaluate the advice, if any, and confirm to abide by and comply with the terms set forth herein. Any transactions carried out through the Digital Platforms shall be subject to the provisions contained in the respective Scheme Information Documents and/or Statement of Additional Information and/or Key Information Memorandum, as amended and updated by relevant addenda.

Usage of our Services

1. Definition of Services: When we refer to our "Service(s)" we mean:
 - a. Distribution Service(s) - The facility provided by the Distribution Department of Elixir Equities Pvt Ltd (EEPL) to you, which will enable you to place investment requests, purchase, switch, or redeem products including but not limited to mutual fund units, fixed deposits, LAS (Loan against Securities), loan products in the peer-to-peer lending format, pension products, etc. ("Products") offered/distributed by EEPL in its capacity as an intermediary/agent of such selected mutual funds ("MFs")/asset management companies ("AMCs")/non-banking financial companies ("NBFCs") or other third-party service providers/vendors ("Product Providers").
2. Usage/Registration/Enrolment and Termination:
 - a. The Users shall only be allowed to avail all the Services on our Digital Platforms after the User completes the KYC, Investment Readiness, and Information Verification process and provides the complete personal information in accordance with the Know Your Client ("KYC") guidelines issued by the Securities and Exchange Board of India ("SEBI") and/or any other regulatory/government agencies or authorities from time to time.
 - b. By registering with Elixir Equities Pvt Ltd (EEPL) as an end investor through our Digital Platforms, you certify that the information you may provide, now or in the



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future, is accurate. EEPL reserves the right, in its sole discretion, to deny you access to the Digital Platforms or any portion thereof without notice for the following reasons:

- i. Immediately by EEPL for any unauthorized access or use by you.
 - ii. Immediately by EEPL if you assign or transfer (or attempt the same) any rights granted to you under this User Agreement or any Client Agreement that you may have entered with EEPL.
 - iii. Immediately, if you violate any of the other terms and conditions of this Agreement.
 - c. The termination or cancellation of this Agreement shall not affect any right or relief to which EEPL may be entitled to, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to EEPL. Except as set forth herein, regardless of the reason for cancellation or termination of this User Agreement, the fee charged if any for access to EEPL is non-refundable for any reason.
3. Distribution services & limitations on use of distribution services
 - a. You agree and acknowledge that the Distribution Service(s) is/are presently available in respect of select Product Providers only with whom EEPL has entered into a separate arrangement and as are displayed through our digital platforms. You shall be entitled to subscribe for and transact the units of such other Product Providers with whom EEPL may enter into specific arrangements in the future on the terms and conditions as contained herein.
 - b. It is clarified that when providing the Distribution Service(s), the Distribution Department's role is restricted to:
 - i. Providing information about the Product Providers and their respective Products;
 - ii. Distributing the Product and/or acting as a referrer to the third-party Product Provider;
 - iii. Processing (accepting and forwarding) the relevant instructions received from the Applicant(s) to the respective Product Providers.
 - iv. Facilitating the electronic execution of certain documents as may be required by Product Providers and in accordance with applicable laws.
 - v. Additionally, EEPL may also provide services relating to providing product updates, statements, performance updates, etc., in the event they are sent to EEPL by the Product Provider.
 - c. The Distribution Department acts only as a distributor and/or referrer of Products to its customers. These products do not pertain to EEPL and are not endorsed or guaranteed nor do they constitute obligations of EEPL or any of its subsidiaries, associates, or affiliated companies.



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- d. The Distribution Department only acts as an intermediary to facilitate transactions with various Products, on behalf of and on receipt of instructions from the Applicant/You. All Distribution Service(s) undertaken by the Distribution Department will:
- i. Be subject to local regulations and/or EEPL's internal policy requirements at all times.
 - ii. Be subject to the terms and conditions stated herein and as specifically applicable for each Product;
 - iii. Be based on your express instructions; and
 - iv. Be strictly on a non-discretionary and non-risk participation basis.
- is authorized to make changes to its Distribution Service(s) offering at any time to ensure adherence to the same.
- e. When providing Distribution Service(s), the Distribution Department is under no duty to assess the prudence or otherwise of any instructions given by You and would be justified in acting on your instructions, irrespective of their prudence or otherwise.
- f. You agree and understand that all decisions to buy, sell or execute any transaction will be solely yours based on your personal judgment and after due consideration of all aspects involving the investment. It will be deemed that all decisions taken by You and instructions sent to the Distribution Department for execution have been arrived at after due consideration of all aspects, and EEPL accepts no liability whatsoever in this regard. Any information/details provided by EEPL through our digital platforms are for information only.
- g. You understand and agree that the Distribution Department does not in any manner guarantee:
- i. The execution and/or non-execution of the transaction for which instructions have been provided to the Distribution Department. The Distribution Department's responsibility is restricted to, on a best-effort basis, passing on the instructions to the respective Product Providers;
 - ii. Payment on any of the Products;
 - iii. The liquidity, redemption, sale, or repayment of any Products, whether on or prior to maturity;
 - iv. Making any offer to buy back any of the Products;
 - v. The payment of interest, dividends, or any other corporate action; and
 - vi. Promising any returns.
- h. All investments are subject to investment risks, including the possible loss of the principal amount invested. Past results are not indicative of future performance. The value of investments may fluctuate from time to time, resulting in gains/profits



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or losses, as the case may be. Past performance should not be construed as an indication or guarantee of future performance.

- i. In the absence of EEPL's gross negligence, bad faith, or willful misconduct, as long as EEPL acts in compliance with such authorization/instruction, EEPL shall be indemnified for and held free and harmless from and against any and all responsibility for any and all costs, claims, losses, or liabilities of any nature (direct or indirect) resulting from any act of omission (or any delay) or the basis of instructions to EEPL to purchase any Products, together with any and all attendant costs and expenses, including EEPL's reasonable legal fees and expenses, collectively referred to as "losses."
- j. In the process of offering these Distribution Service(s), EEPL may be required to share information relating to the Services availed by you, your transactions, and/or your holdings with the regulators, auditors, other statutory bodies, third-party Product Providers, their agents or intermediaries, and subsidiaries or affiliates of EEPL. You hereby authorize EEPL to share such information on a need basis.
- k. In lieu of the Distribution Service(s) provided, EEPL may receive an upfront and/or recurring fee from the Product Provider(s). You have no objection to the same. Details of the fees may be provided through/on our digital platforms or some other public domain or provided to you on specific request.
- l. There may be an exit load applicable to certain Product schemes which would be mentioned in the respective offer documents, including Scheme Information Document (SID)/Key Information Memorandum (KIM) and addendums issued thereto from time to time (collectively referred to as "Scheme Related Documents"). You are required to read all the Scheme Related Documents before investing.
- m. You agree and understand that EEPL does not solicit clients or investments of persons resident in the United States of America ("U.S.") and Canada. You agree and acknowledge that EEPL and the various Product Providers shall not be liable for rejection of any application by any Product Provider, where the investor is a person resident in the U.S., Canada, and/or any other person prohibited from investing under the relevant Scheme Related Documents subsequent to the processing of a transaction.
- n. Purchase requests made through our digital platforms shall be processed by the respective Product Provider(s) only after funds sufficient to cover the purchase price of the Product(s) and other costs and charges have been received by the respective Product Provider(s). Payments towards the purchase price and other costs and charges shall be made through the payment facilities including the payment gateway, NACH mandate, NEFT/RTGS, or any other payment facilities made available by EEPL or any other Product Provider.



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and/or as may be changed by you, from time to time, through your specific instructions to EEPL, shall be deemed to be given with your full authority and approval and shall be sufficient authority to EEPL and conclusively binding on you, irrespective of whether such orders or instructions are or are not subsequently confirmed in writing. You accept full responsibility and liability for all consequences of the acceptance and execution of such orders and instructions. EEPL shall not be liable for any loss which you may suffer if EEPL acts on these instructions from you.

- d. You acknowledge that the Products shall be allotted, redeemed, or switched, as the case may be, at the Net Asset Value (NAV) prevalent on the date of the application made to the relevant Product Provider, if the application for purchase, redemption, or switch is received by the Product Provider before the cut-off time as specified by EEPL and consistent with the terms of the scheme and/or the Scheme Related Documents. However, EEPL shall not be liable for any loss that may arise to you as a result of the incorrect NAV applied on units allotted to you by the Product Provider. You acknowledge that any transaction request falling due on a holiday would be processed on the next business day and the respective NAV would be applicable as per the offer document.
 - e. On submission of instructions for redemption of Products, the same will be submitted by EEPL to the concerned Product Provider and the proceeds out of the redemption shall be credited by the said Product Provider to the bank account specified by you in your account opening application or as may be changed by you from time to time.
 - f. On submission of instructions for switching of mutual fund units, the same will be submitted by EEPL to the concerned Product Provider and the instruction shall be processed and the mutual fund units held by you under a specific scheme of the Product Provider shall be switched over to the units of any other scheme of such Product Provider (the "Switched Units") at the NAV as existing at the time of submission of such Instruction of such Switched Units.
 - g. You agree and acknowledge that requests for purchase, redemption, and/or switch of Products once placed cannot be canceled.
5. Electronic execution
- a. You consent to accept the Terms and/or any Supplemental Terms through a one-time password, access code, or other forms of secure authentication (collectively "OTP") sent to Your registered Number by EEPL. Further, you also agree that any confirmation/authorization for and in connection with any of the Services sought to be availed by You shall be provided by entering the OTP sent to You.
 - b. You agree that Your action of submission of the OTP sent by EEPL, constitutes a valid acceptance by You of the Terms and/or Supplemental Terms, as the case may be, and which shall have binding effect on You.



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- c. You acknowledge and accept that on submission of the OTP, EEPL shall assume that such OTP has been entered and the authentication has been provided by You. EEPL shall have no obligation to verify the authenticity of any transaction or instruction received or purported to have been received from/submitted by You.
 - d. It is entirely and solely Your responsibility to ensure that the OTP is not compromised or shared with any unauthorized users.
6. Records: All records of EEPL generated by the transactions arising out of use of the Services, including the time of the instruction recorded shall be conclusive proof of the genuineness, accuracy, and time of submission of the instructions.
7. Accuracy of Information: You undertake to provide accurate, complete, and updated/current information wherever required and shall be solely responsible for the correctness and completeness of the information provided by you to EEPL at all times, including, but not limited to, the instructions for the purposes of availing of the Services.
8. Communication from product providers:
 - a. EEPL may receive information/communication about the Product(s) and/or your relationship with the Product Providers from time to time. The same information may/may not be shared by the Product Providers directly with you, depending on their internal practices and policies. EEPL may, on a need basis, send/forward such information to you (where there are more than one Applicant, only to the first named Applicant). EEPL shall not be responsible for verifying the veracity of such information/communication. It shall be your duty to verify such information/communication and the discrepancy, if any, should be directly reported to the Product Provider as well. EEPL shall, in no case, be liable or responsible for any discrepancy in the information/communication so received. You acknowledge that EEPL is providing such Products merely as a Distributor/referrer and you shall be bound by the terms and conditions specified by the Product Providers.
9. Correspondence:
 - a. Any notice or other correspondence addressed by EEPL to you will be addressed to the sole/first Applicant only at the address given by you in the application form or to such other address as EEPL may be aware. In case of any change in address, you undertake to inform EEPL of all such changes immediately. EEPL will be absolved of all liabilities if the change in address is not communicated to EEPL.
 - b. EEPL reserves the right to communicate with and send statements and other particulars to the first Applicant by e-mail / Facsimile at the e-mail address/facsimile number/WhatsApp chat that may be communicated by the first Applicant to EEPL. EEPL shall, however, not be bound to communicate over facsimile or e-mail or WhatsApp chat.



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- c. EEPL has the right to monitor telephone/mobile calls and monitor electronic communications (including e-mails, text messages and WhatsApp chats) between you and EEPL.
 - d. If, according to you, there is any discrepancy in the particulars or details of any transaction or account, the Applicant(s) shall be obliged to intimate the same to EEPL, in writing, forthwith and in any event within 10 days of the sole/first Applicant receiving notice thereof, failing which, such transaction or account (as the case may be) shall be deemed to be correct and accepted by you.
10. Third-party risk:
- a. For all third-party Products for which EEPL is a distributor/referrer, the role of EEPL will be restricted to forwarding the necessary instructions/transactions to the respective Product Provider.
 - b. EEPL shall not be liable for any loss or damage that may be caused to you:
 - i. Due to delay in accepting, processing, and/or executing by the Product Provider and/or its authorized agents of your instructions/transactions, irrespective of the instructions/transactions being complete or discrepant;
 - ii. By reason of failure or delay by the Product Provider (and/or their agent, if any) to deliver/transfer/settle any units/securities/Products purchased/switched, even though payment for the same may have been made or for the failure or delay in making full payment in respect of any units/securities sold/transferred/redeemed, though the units/securities/Products may have been delivered by you;
 - iii. For any delay, failure, or refusal of the Product Provider/settlement agency/any company/corporation or other body in registering or transferring units/securities/Products to your name(s) or for the delay in processing any corporate action, including but not limited to interest, dividend, bonus, rights, or any other loss caused to you arising therefrom.
 - c. You acknowledge and accept that any risk associated with the Products is at your sole risk and is to be borne entirely by you. EEPL is not responsible for the same. You agree to absolve EEPL harmless and free from any claim in respect thereof. Any claims against EEPL under these Terms must be notified to EEPL with complete details of the transaction, problem areas, and the details of the exact loss. Acknowledgement of claims is at EEPL's sole discretion.
 - d. You acknowledge that you have read and understood the contents of the Scheme Related Documents and the details of the scheme and have not received or been induced by any rebate or gifts, directly or indirectly, in making an investment. You hereby declare that the amount invested/to be invested by you in the scheme(s) of the relevant Product Provider(s), is derived through legitimate sources and is not held or designed for the purpose of contravention of any act, rules, regulations, or



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any statute or legislation or any other applicable laws or any notifications, directions issued by any governmental or statutory authority from time to time, including the provisions of the Income Tax Act, 1961, anti-money laundering laws or anti-corruption laws and notifications or directives issued thereunder.

- e. You acknowledge that where the funds used for the purchase of any of the Products/Services availed through our digital platforms have been received from abroad, the same have been remitted through approved banking channels or from the NRE/NRO/FCNR account.

11. No-objections

- a. You hereby authorize EEPL to use the information obtained by it in connection with Your Account (whether in the capacity of investment advisor or otherwise) so as to seamlessly and effectively provide you the entire range of Services contemplated hereunder.
- b. You hereby irrevocably and unconditionally grant your no-objection to EEPL to do or perform upon your placing of transaction requests through our digital platforms, at your risk and cost, all or any of the following acts, deeds, matters, and things:
 - i. To forward your transaction data and requests to the respective Product Providers with respect to your instructions and orders of sale, purchase, transfer, splitting, and consolidation of Products.
 - ii. To collate the transaction details relating to the investments in Products done by You and to transmit such transaction data to the concerned Product Providers for further processing of your transactions.
 - iii. To transmit to the Product Providers, information relating to your nomination/changes in investment plan/ any other changes made through our digital platforms;
 - iv. To obtain and forward to the Product Providers your information as available in the KYC records, including your signature.
 - v. To contact you regarding matters pertaining to the operation of Your Account including, but not limited to, servicing of your requests, communication of special offers, new Product launches, and Product recommendations. This consent will override any registration for DNC/NDNC.
- c. In the event the KYC process is not completed by you to the satisfaction of the Product Provider, you hereby irrevocably and unconditionally authorize the Product Provider, to redeem the monies invested by you in the Product, at the applicable NAV prevailing on the date of such redemption and undertake such other action with such monies as may be required under applicable law.
- d. You have no-objection to EEPL holding and processing your personal information concerning Your Account in connection with the Services as well as for analysis,



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credit scoring, and marketing. You also agree that EEPL may disclose, in strict confidence, to other institutions/organizations (including but not limited to credit rating agencies, TransUnion CIBIL, the Reserve Bank of India) such information as may be reasonably necessary for reasons including but not limited to compliance with legal directives, for credit rating/assessment by recognized credit scoring agencies, and for fraud prevention. For such purposes, EEPL may use the services of an intermediary/agent.

12. Taxation and regulatory developments

- a. Any tax implication arising out of any transaction made in relation to an investment would be as per the provisions of the applicable laws of India.
- b. For NRIs, the tax laws of the country in which they are resident will also be relevant.
- c. EEPL does not provide any income or other tax advisory or related services whether pertaining to Indian or foreign laws. You are advised to use the services of a recognized tax consultant for any advice, queries, or clarifications they may have on Indian or other tax-related matters.

13. Fees and charges

- a. EEPL shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Services, by notifying you of such revision through our digital platforms or in any manner as may be specified by EEPL from time to time. You shall be required to refer to the schedule of fees made available through our digital platforms from time to time.
- b. You agree and acknowledge that the fees that EEPL may choose to levy shall be in addition to the fees levied by the relevant Product Provider, if any. You agree to make payment of all fees, taxes, other statutory levies, charges, and reimbursements of expenditure in full, without any set-off or counterclaim.

14. Electronic payment facilities

- a. You understand that the funds transfer for the purchase of Products on our digital platforms will be done by using an Electronic Payment Gateway facility for net banking, UPI (Unified Payments Interface), NACH mandate offered through a third-party net banking service provider registered with the Reserve Bank of India, through NEFT/RTGS, or any other facilities that may be provided by EEPL or any Product Provider, as the case may be ("Payment Facilities").
- b. You agree not to use or permit the use of the Payment Facilities or any related services for any illegal or improper purposes.
- c. You hereby acknowledge that you are utilizing the Payment Facilities at your own risk. You agree and understand that these risks would include but not be limited to the risks set out hereinbelow and EEPL/Product Providers disclaim all liability and



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responsibility for any claims, losses, damages, costs of whatsoever nature arising due to such risks:

- i. Misuse of Password:
 1. You acknowledge that should any third party obtain access to your passwords for Your Account, such third party would be able to transact on our digital platforms.
 2. You shall also ensure that the terms and conditions applicable to the use of the Net Banking password as contained in the Electronic Payment Gateway for Net Banking are complied with at all times.
- ii. Internet Frauds:
 1. You understand that the internet per se is susceptible to a number of frauds, misuse, hacking, and other actions, which could affect payment instructions given pertaining to the Payment Facilities or the transactions done using our digital platforms.
- iii. Mistakes and Errors:
 1. The filling in of applicable data for transfer would require proper, accurate, and complete details. In the event your account receives an incorrect credit by reason of any mistake committed by any third party, the Product Provider shall be entitled to reverse the incorrect credit at any time whatsoever without your consent. You shall be liable and responsible to EEPL/concerned Product Provider and shall accede to accept instructions without questions for any unfair or unjust gain obtained by you as a result of the same.
- iv. Technology Risks:
 1. The technology for enabling the transfer of funds and the other services offered as part of the Payment Facilities could be affected by a virus or other malicious, destructive, or corrupting code, program, or macro. You understand that the Portal or the website(s) of various Product Providers may require maintenance and during such time it may not be possible to process your requests/instructions. This could result in delays in the processing of transactions/payment instructions or failure in the processing of transactions/payment instructions and other such failures and inability.
 2. You understand that EEPL disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by EEPL/concerned Product Provider to process any transaction/payment instructions for whatsoever reason.



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v. Limits:

1. You are aware that EEPL may from time to time impose maximum and minimum limits on funds that may be transferred by virtue of the Payment Facilities service provided. You realize and accept and agree that the same is to reduce your risks. You shall be bound by such limits imposed and shall strictly comply with them.

d. Withdrawal of Payment Facilities:

- i. EEPL shall be entitled to withdraw this service at any time without assigning any reason whatsoever.

NOT an Investment Advice

The information on the Digital Platform is provided for information only and does not constitute, and should not be construed as, investment advice or a recommendation to buy, sell, or otherwise transact in any investment, including any products or services or an invitation, offer, or solicitation to engage in any investment activity. The information on the Digital Platform is provided solely on the basis that you will make your own investment decisions and Elixir Equities Pvt Ltd (EEPL) does not take account of any investor's investment objectives, particular needs, or financial situation. In addition, nothing on this Digital Platform shall, or is intended to, constitute financial, legal, accounting, or tax advice. It is strongly recommended that you seek professional investment advice before making any investment decision. Any investment decision that you make should be based on an assessment of your risks in consultation with your investment adviser.

EEPL does not provide and is also not authorized to provide any opinion, recommendations, analysis, etc., on any client's consolidated or multi-product portfolio, except limited to only mutual funds. However, clients may be presented with consolidated views of their investments, financial holdings, including but not limited to the details of current holdings, historical data, profit & loss info, returns & performance details, key observations/highlights, consolidated asset allocation, account info, other factual representations, either in summary or detailed in any suitable format, etc., which should not be interpreted as investment advice whatsoever.

Investment Risks

There are significant risks associated with an investment in any products or services provided by EEPL. Investment in the products and services is intended only for those investors who can accept the risks associated with such an investment (including the risk of a complete loss of investment), and you should ensure you have fully understood such risks before taking any decision to invest. These Terms do not represent a complete statement of risk factors associated with an investment in any of the products. The offering documentation contains risk warnings which are specific to the relevant products. You should consider these risk warnings carefully and take appropriate investment advice before taking any decision to invest.



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Permitted Use, License, Proprietary Rights, Copyrights, & No retransmission of information

1. All rights, title, and interest in the Digital Platforms and any content, as well as the design and information contained in the Digital Platforms, are the exclusive property of Elixir Equities Pvt Ltd (EEPL), except as otherwise stated. EEPL is the sole owner of all the intellectual property, including all rights in trademarks, marks, logos, symbols, copyright works, reports, diagrams, patents, designs created or held in the Products, Services, Digital Platforms, etc., including but not limited to domain names, source codes, the database, etc.
2. No material or information contained on the Digital Platforms constitutes or shall be interpreted as investment advice, offer, solicitation, or advertising with respect to the purchase or sale of any security, and no part of it shall form the basis of or be relied upon in connection with any contract or commitment whatsoever.
3. The Digital Platforms are only for your personal and non-commercial use and for no other purpose. Nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The content of the Digital Platforms cannot be amended, copied, reproduced, replicated, republished, uploaded, posted, published, transmitted, displayed, or distributed for any non-personal use without obtaining prior written permission from EEPL. You may not perform, license, frame, create derivative works from, or otherwise use in any other way for commercial or public purposes in whole or in part any information, reports and formats thereof, presentations of reports, software, products, or services obtained from the Digital Platforms, except for the purposes expressly provided herein, without EEPL's prior written approval.
4. You may not resell, reproduce, redistribute, broadcast, or transfer the information or use the information in a searchable, machine-readable database unless separately and specifically authorized in writing by EEPL prior to such use. You may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store, share the Digital Platforms, any part or format thereof, or any of the information received or accessed therein to or through any other person or entity unless separately and specifically authorized in writing by EEPL prior to such use. In addition, you may not remove, alter, or obscure any copyright, legal, or proprietary notices in or on any portions of the Digital Platforms without prior written authorization except as set forth herein. Any other use of the information contained in the Digital Platforms requires the prior written consent of EEPL. The EEPL's logo and trademarks referenced herein are trademarks and service marks of EEPL. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners.
5. You are prohibited from using any marks for any purpose, including, but not limited to, internet domain names or pages or sites on the World Wide Web without the written approval of EEPL or such third party, which may own the marks. The users of the Digital



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Platforms have no right to the Intellectual Property in any manner whatsoever except to the extent expressly permitted by EEPL. The users of the Digital Platforms agree to treat all communications and information provided or received and will not divulge or disclose the same to any third party, except to those authorized by EEPL in writing. The users further agree that they will observe the terms of this Agreement and comply with the terms set forth herein in every way whatsoever, at any time.

6. The users agree not to make copies of any such confidential information or any other information available on the Digital Platforms except in compliance with the terms of this Agreement. EEPL reserves the right to terminate the accounts of Users/Customers/Partners, who violate the proprietary rights, including but not limited to, any case of an actual or intentional breach of these terms, directly or indirectly, by any means or modes; you will be liable for actual and punitive damages as determined by an Indian Court of Law.
7. Subject to your compliance with these Terms and Supplemental Terms, if any, Elixir Equities Pvt Ltd (EEPL) grants you a limited, non-exclusive, revocable, non-transferable license in India to (i) access and use the Digital Platforms solely in connection with your use of the Services; and (ii) access and use any Content and other related materials that may be made available through the Services, in each case, solely for your personal, non-commercial use.
8. All rights, title, and interest in the Digital Platforms, the Service, and the Content, except the limited license granted to you as per Article 18.3 above, are exclusively reserved by EEPL.
9. You shall not use the Digital Platforms, the Service, the Content, or any part thereof for any purpose that is unlawful or not permitted by these Terms. Without prejudice to the generality of the above, you shall not use the Digital Platforms, the Service, the Content, or any part thereof to 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 impersonate another person;
 - b. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - 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 EEPL about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource;



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- h. That is designed to damage, disable, overburden or impair any of EEPL's digital platforms or interfere with any other party's use and enjoyment of our digital platforms;
 - i. Threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offense, or prevents the investigation of any offense, or is insulting to any other nation; or
 - j. Is unsolicited or unauthorized advertising, junk mail, or spam.
10. If you are, or if we have reasonable cause to suspect that you are, in violation of any of these Terms, EEPL reserves the right to immediately restrict, suspend, or terminate your access to the Digital Platforms and/or use of the Service.

Indemnification

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EEPL (including its and their officers, directors, employees, affiliates, group companies, agents, representatives, or subcontractors) from any and all claims and losses imposed on, incurred by, or asserted as a result of or related to: (a) your access and use of the Digital Platforms; (b) any non-compliance by you with the terms and conditions hereof; or (c) any third-party actions related to users' receipt and use of the information, whether authorized or unauthorized. Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder. These terms may only be amended in writing signed by EEPL. If EEPL takes action (by itself or through its associate companies) to enforce any of the provisions of this Agreement, including the collection of any amounts due hereunder, EEPL shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

Disclaimer of liability

1. Elixir Equities Pvt Ltd (EEPL) shall not, in the absence of gross negligence on its part, be liable to you under these Terms for any act, omission, or delay by the Product Provider(s) or for any claims which you may suffer or incur as a result of or in the course of discharge by EEPL or its nominees, agents, officers of its duties under this Agreement.
2. Without prejudice to what is stated above, EEPL shall not be held liable for or by reason of any loss or damage or failure to comply or delay in complying with its obligations under these Terms, which is caused directly or indirectly by any event or circumstance beyond EEPL's reasonable control.



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3. EEPL shall not be liable for, and you shall indemnify EEPL for, any losses, damages, expenses, costs, liabilities, and claims of whatsoever nature, caused by fraudulent or unauthorized electronic execution/acceptance.
4. EEPL will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to you by it. EEPL shall be under no duty to verify compliance with any restrictions on your investment powers.
5. EEPL will not be liable for any loss, damage, cost, charges, or expenses, directly or indirectly, caused by reason of any defects or imperfection or mechanical or other failure with relation to computer, cable, telex, telephone, satellite, postal system, or any other medium or mode of communication.
6. Without limitation to the other provisions of these Terms, EEPL, its employees, agents, or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect, or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by you or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution, or error of EEPL in receiving and processing any instruction or any failure, delay, interruption, suspension, restriction, or error in EEPL's system and/or any third party who provides such services as is necessary to provide the Services.
7. Notwithstanding anything in the contrary provided in these terms and conditions, EEPL shall not be involved in or in any way liable to you for any dispute between you and the Product Provider whose Products/services have been purchased/availed by use of the Services.
8. If, despite the limitations above, EEPL is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of EEPL shall be restricted to, in the aggregate, any fees paid by you to EEPL or commission received by EEPL on investments made by you in connection with the Services, if any, provided to you on the Digital Platforms.
9. The Digital Platforms may provide links to other third-party websites. However, since EEPL has no control over such third-party websites, you acknowledge and agree that under no circumstances shall EEPL be liable for your using the services offered or provided by any third-party service provider.

Limited warranty

1. You understand and acknowledge that certain risks are inherent in the transmission of information over the internet. By entering into these Terms, you have chosen to use the security measures provided by Elixir Equities Pvt Ltd (EEPL) even though other security measures may be available. While EEPL uses industry-standard information security measures to protect the Digital Platforms and/or the Service(s) from viruses and malicious



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attacks, EEPL does not represent or guarantee that the Digital Platforms and/or the Service(s) will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and EEPL disclaims any liability relating thereto to the extent that such loss, corruption, attack, viruses, interference, hacking, or other security intrusion occur despite EEPL using the information security measures. EEPL warrants that, during the term of these Terms, EEPL will employ commercially reasonable system security measures. Except as expressly set forth in this section, EEPL makes no representation, warranty, covenant, or agreement that its security measures will be effective, and neither EEPL nor its affiliates shall have any liability for the breach of its security measures, or the integrity of the systems or EEPL's computer servers.

2. The Services are provided to you on an “as-is” and “as available” basis. EEPL is not responsible for any failure of the telecommunications network or other communications links utilized to gain access to the Digital Platforms and/or Service(s). EEPL does not represent that the Digital Platforms and/or Services will meet your requirements or that operation of the Digital Platforms and/or Services will be uninterrupted or error-free.
3. You further acknowledge that the Digital Platforms and/or Service is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data, or information provided by the Digital Platforms and/or Service could lead to death, personal injury, or severe physical or environmental damage.

Confidential information

1. In the course of your dealings with Elixir Equities Pvt Ltd (EEPL), either Party may share and provide the other with access to its confidential and proprietary information (“Confidential Information”). Confidential Information may be disclosed either orally, visually, in writing (including graphic material), or by way of consigned items. The receiving Party agrees to take all reasonable security precautions, including precautions at least as great as it takes to protect its own Confidential Information, to protect the secrecy of the Confidential Information. Confidential Information shall be disclosed only on a need-to-know basis. Except as provided herein, the Parties agree to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association, or entity, for any purpose whatsoever, such information, and shall not make use of such information, without the prior written consent of the disclosing Party. Confidential Information includes, but is not limited to, the Services, documentation, third-party materials, financial information, customer lists, development, design details, specifications, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, algorithms, software programs, and software source documents.
2. Exceptions. The provisions of this Term shall not apply to:



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- a. Disclosure of Confidential Information that is or comes into the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by or at the direction of a Party or any of its Representatives in breach of this Agreement;
 - b. Confidential Information acquired independently by a Party from a third-party source not obligated to the Party disclosing Confidential Information to keep such information confidential;
 - c. Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure by the Person disclosing such Confidential Information;
 - d. Disclosure of information in confidence to any professional adviser of any of the Parties for the purposes of obtaining advice or assistance in connection with its obligations or rights, or the obligations or rights of any other Parties hereunder;
 - e. Subject to applicable laws, disclosure by any Party in compliance with customary reporting obligations in its preparation of tax returns and other regulatory filings shall be permitted; and
 - f. Disclosure of Confidential Information by a Party pursuant to receiving the consent of the other Party.
3. The provisions set out in this Clause shall survive the expiration or termination of these Terms.

Data protection & security

1. The storage, usage, and transmission of all information obtained by Elixir Equities Pvt Ltd (EEPL) through the Digital Platforms shall at all times be in accordance with the Information Technology Act, 2000, read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and all other applicable laws.
2. EEPL will store, use, and transmit only such information provided by you that is reasonably required for providing the Service(s) by EEPL. If your information is required to be used by EEPL for any purpose not expressly set out in these Terms, such information shall only be used pursuant to obtaining your prior consent.
3. EEPL has appropriate measures in place to: (a) protect your information against any accidental loss, destruction, or damage; and (b) to ensure that EEPL's employees process your information confidentially.

Grievance redressal

For any grievances related to the Services provided on our Digital Platforms, kindly reach out to mf.ops@elixirequities.com.



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Governing law, jurisdiction and dispute resolution

1. The Parties hereby agree that these Terms and the Services shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.
2. Any dispute arising from or relating to these Terms, or your use of the Digital Platforms or any Service shall be referred to arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (“Arbitration Act”).
3. The appointment of the sole arbitrator shall be in the following manner:
 - a. In case of a dispute, Elixir Equities Pvt Ltd (EEPL) shall suggest a list of arbitrators to you.
 - b. You shall, within 07 days, select an arbitrator from the list provided by EEPL.
 - c. If you have any objections in relation to the list of arbitrators forwarded by EEPL, you shall raise an objection in this regard, in writing, within 07 days. Thereafter, the sole arbitrator shall be appointed mutually.
 - d. However, if EEPL does not receive any response from you within 07 days, EEPL shall construe the same to be deemed consent/acceptance by you, and EEPL shall be at liberty to select any person mentioned in the list as the sole arbitrator.
4. The arbitration proceedings shall take place in the following manner:
 - a. All proceedings in any such arbitration shall be conducted in English. The venue of the arbitration proceedings shall be Mumbai, India;
 - b. The Parties shall be at liberty to approach the Courts of Mumbai for interim relief;
 - c. The sole Arbitrator shall be free to award costs as he deems appropriate; and
 - d. The arbitration award shall be in writing with reasons, final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
5. Subject to the above clauses, each Party submits to the exclusive jurisdiction of the competent courts in Mumbai, India.

Here is the adjusted content from Clause 25 onwards with the necessary replacements:

Declarations

1. FATCA/CRS Declaration
 - a. You understand as part of ongoing tax and regulatory developments EEPL will require certain information from You in order to determine your status. Further, EEPL may also be required to disclose such information submitted by You to other authorities. In this regard:
 - i. You hereby authorize EEPL to disclose, share, rely, remit in any form, mode, or manner, all/any of the information provided by You, including all changes, updates to such information as and when provided by You to any of the Product Providers, their sponsors, asset management companies, trustees,



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their employees/RTAs ('the Authorized Parties') or any Indian or foreign governmental or statutory or judicial authorities/agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax/revenue authorities in India or outside India wherever it is legally required, and other investigation agencies without any obligation of advising you of the same. Further, You authorize EEPL to share the given information with other SEBI-registered intermediaries or any regulated intermediaries registered with RBI/IRDA/PFRDA to facilitate single submission/update & for other relevant purposes. You also undertake to provide any other additional information as may be required at EEPL/the Product Provider's end or by domestic or overseas regulators/tax authorities. You authorize the Authorized Parties to provide relevant information to upstream payors to enable withholding to occur and pay out any sums from your account or close or suspend Your account without any obligation of advising you of the same. You also confirm that You have read and understood the FATCA & CRS Instructions & Terms and Conditions and hereby accept the same FATCA & CRS Instructions & Terms and Conditions.

- ii. You undertake that all information provided pertaining to the declaration is true and correct. Any change in the status or information or certification previously provided should also be intimated to EEPL forthwith and in any event, within 30 days.
- iii. In the appropriate cases and also especially in case of any omission, delay, or failure in providing such information, we would/may be constrained to report relevant information pertaining to the account to domestic or foreign tax authorities. It is your responsibility to ensure that you record your correct tax status/FATCA classification.

b. KYC & Signature Declaration

- i. You understand as per regulatory requirements in India the Product Providers would require to undertake KYC check, as and when required. In this regard:
- ii. allow EEPL to utilize your KYC information such as identity (Name, PAN, Age, etc.) and address for sending it to asset management companies (AMCs) for the purpose of validation and to comply with the legal and regulatory requirements. You accept that for any transactions that are submitted offline i.e., with wet signatures, the signature available in your KYC records would be used for signature verification and in the event of such signature not being available or legible or any mismatch in signature, the AMC would be within its rights to carry out further checks to validate the authenticity of the request.



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De-registration and termination

1. You may choose to terminate/de-register with EEPL by submission of a written request for the same, in the form and manner as may be prescribed by EEPL. Such request form ought to be endorsed by the second and third holder, if any, of Your Account as well. Should you choose to withdraw any of the consents provided by you hereunder, you may submit a written request for the same.
2. EEPL may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to you. EEPL may suspend or terminate Your Account or your use of the Service, at any time, without notice, if we suspect that any information/authorizations/consents that you have provided are untrue, inaccurate, not current, withdrawn or incomplete, or if you are found to be in breach of any of these Terms. EEPL shall endeavor to give reasonable notice for withdrawal or termination of the Services.
3. The closure of Your Account will automatically terminate the Services. EEPL may suspend or terminate the Services without prior notice if you have breached these Terms or EEPL learns of the death, bankruptcy, or lack of legal incapacity of the Applicant(s). In such event, the Services may be restarted by following the process and submission of such documents as specified by EEPL in this regard.
4. It is clarified for avoidance of doubt that termination of these Terms, shall not relieve you of any liability incurred prior to the date of such termination.

Force majeure

1. EEPL shall not be liable for any failure or delay to perform any of its obligations if performance is prevented, hindered, or delayed, in part or entirely, by any event beyond the reasonable control of EEPL, including without limitation, sabotage, fire, flood, explosion, acts of god, acts of third parties, civil commotion, strikes or industrial action of any kind, riots, insurrection, pandemic or epidemic, war, acts of government, acts of third parties beyond EEPL's reasonable control, breach of computer systems, malfunctioning of computer systems by any malicious, destructive or corrupting code or virus, mechanical or technical errors/failures, power shutdown, faults or failures in telecommunication or internet services, or unauthorized access to computer systems, ("Force Majeure event").
2. You hereby understand and acknowledge that the transmission, storage, and or retrieval of information and the provision of the Service(s) through the internet is subject to a variety of factors beyond the reasonable control of EEPL, that make such transmission, storage, retrieval, and or provision of Service(s) potentially unreliable, including any interruption or unavailability of the third-party hosting services or internet services used by EEPL to host the digital platforms and/or provide the Service(s). In no event shall EEPL be liable for any failure, interruption, or delay of the digital platforms and/or the Service(s) resulting in part



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or entirely from such Force Majeure events. EEPL's obligations shall be suspended for so long as the Force Majeure event continues.

Modification

EEPL shall have the absolute discretion to amend or supplement any of the Terms, features, and benefits in relation to the Services. EEPL may communicate the amended Terms by hosting the same on the digital platforms or in any other manner as decided by it. You shall be responsible for regularly reviewing these Terms, including amendments thereto as may be posted on the digital platforms, and You shall be deemed to have accepted the amended Terms by continuing to use the Services.

Miscellaneous

1. These Terms will bind, not only you, but also your respective heirs and legal representatives, in respect of the Services availed from time to time by you.
2. The Terms by their nature and content are intended to survive even after termination of the Services hereunder.
3. Failure by EEPL at any time to enforce any of your obligations or to claim a breach of any term or condition or to exercise any power agreed to hereunder or under any other document executed by you in its favor will not be construed as a waiver of any right, power, or obligation under these Terms and it will not affect any subsequent breach and will not prejudice EEPL as regards any subsequent action.
4. If any term or condition herein should be declared invalid by a Court of competent jurisdiction, the remaining Terms herein shall remain unimpaired and in full force and effect.
5. Your rights hereunder may not be assigned, in whole or in part, by you.
6. You hereby agree and undertake to be bound by such other Product-specific terms and conditions and shall execute such other documents as may be required by EEPL for effectively rendering the Services, from time to time. You understand that if the requisite additional documents, as required by EEPL, are not provided within the specified time frame, EEPL may, at its sole discretion and without any further intimation, freeze the relationship(s) with you and prevent any further transactions from being executed till such time the documents are provided.