

## **TERMS AND CONDITIONS**

### 1) **INTRODUCTION**

These Terms and Conditions (**“Terms & Conditions”**) govern the availment of Product/s (*defined hereinafter*) by User/s (*defined hereinafter*) which have been referred by IndusInd Bank Limited (**“Bank”**) (*hereinafter referred to as “Referral Services”*).

The User/s understand/s and acknowledge/s that the Bank is acting merely in the capacity of a referrer / distributor of the Product/s and the User/s shall be permitted to avail the Referral Services referred by Bank only subject to these Terms & Conditions. The User/s further understand/s and acknowledge/s that the Bank makes no representation or warranty, whether express or implied, as to the accuracy, completeness, reliability, or real-time availability of any Product/s and/or any information provided in respect thereof and that the availment of the Product/s will be subject to the relevant terms and conditions of such Product/s along with its respective Service Literature/s.

### 2) **DEFINITIONS**

The following defined terms shall have the meaning assigned below for the purpose of these Terms & Conditions:

- ❖ **“Applicable Law/s”** shall mean all laws, statutes, regulations, notifications, circulars, guidelines, directives, orders, and instructions issued by any governmental, regulatory, judicial, or statutory authority in India, including but not limited to the Reserve Bank of India (RBI), Ministry of Electronics and Information Technology (MeitY), Department of Telecommunications (DoT), the Telecom Regulatory Authority of India (TRAI), the Information Technology Act, 2000 (including amendments and rules made thereunder), data protection and privacy laws, and, in the case of Users who are Non-Resident Indian (NRI) shall include any laws and regulations applicable in the jurisdiction of their residence to the extent such laws apply to the use of Referral Services.
- ❖ **“Company”** shall mean the entity/ies offering its Product/s (*defined hereinafter*) to customer/s, who is/are being referred to, by the Bank.
- ❖ **“User/s”** mean existing customer/s of the Bank who intend/s to avail of the Referral Service/s with an intent to obtain information about and/or to purchase the Product/s.
- ❖ **“Customer/s”** shall mean those person/s who have agreed to avail of banking services from the Bank, which are subject to applicable terms and conditions.
- ❖ **“Product/s”** shall mean the various products and services offered by the Company, which are more particularly described in Schedule-I.
- ❖ **“Service Literature”** means the offer document/s, disclosure document/s, confidentiality letters, mandate letter (including for trust set-up, wills and trusts), customer engagement form, additional terms & conditions of Product/s, any other offering document and/or related document/s pertaining to the Product/s as would be provided by the Company to the Bank and/or any other statutory regulatory body and/or relevant authority from time to time.
- ❖ **“User Information”** refers to personal data or information, including sensitive personal data, related to the User/s, shared or obtained during the use of the Referral Services.

### 3) **ELIGIBILITY**

By use of these Referral Services, the User/s understand/s and acknowledge/s that they meet the following eligibility criteria:

- (i) The User/s is/are an individual/individuals.
- (ii) The User/s has/have attained the age of majority i.e. 18 years of age.
- (iii) The User/s is/are of sound mind, solvent and competent to contract.
- (iv) The User/s is/are resident/s of India.
- (v) The User/s is/are present within the territory of India at the time of availing of the Referral Services.

### 4) **ROLE OF THE BANK**

The User/s understand/s and acknowledge/s that:

- (i) the Bank neither has any role, responsibility nor liability with respect to the Product/s. In case of any grievance, concerns and/or dispute in relation to the Product/s and/or Company, the User/s shall directly contact the Company in accordance with their process subject to Applicable Law/s.
- (ii) the User/s has/have neither received, nor relied upon, nor been influenced by, any suggestions / investment advice by the Bank and/ or any of its employees / representatives, as regards the merits of the Product/s and/or various investment services of the Bank.
- (iii) the User Information of User/s will be shared with the Company to initiate formal discussions on the proposal and the Product/s to be offered.

**5) SERVICES LITERATURE**

- A. The User/s acknowledge/s that the User/s have/has read and understood all Services Literature as would be provided by the Company to the Bank and/or any other statutory regulatory body and/or relevant authority; provided that before proceeding to avail of the Product/s the User/s is/are fully convinced about the suitability of the Product/s and have independently undertaken all necessary due diligence regarding the Product/s and the Company.
- B. The User/s confirms that the User/s has/have not received and/or have not been induced by any rebate or gifts, directly or indirectly, or indirectly in relation to the purchase of the Product/s and/or in relation to any transaction/s with respect to the Product/s. The User/s further confirm/s that any transaction/s the User/s has decided to make is being made at the User's/s' own risk having read and understood all relevant Services Literature.
- C. The User/s is/are aware and understand/s that mere execution of documents such as application forms/agreements for availing of the Product/s does not guarantee allotment of the Product/s or commencement of related service/s. In the event of any delay in the process of allotment and/or rejection of the User's/s' application form by Company for any reason, then the User/s shall hold the Bank neither responsible nor liable for the same.
- D. The User/s acknowledge/s that the User/s has been informed about the key features and risk factors of the Product/s that are being referred / distributed by the Bank; and the User/s shall abide by and be bound by the terms, conditions, rules and all Applicable Law/s governing the Product/s.

**6) PRIVACY POLICY**

For performance of Bank's obligations under this Referral Services and/or its arrangement with Company, the User/s understands that the Bank may share the User/s personal data [which may comprise of both, personal information and personal sensitive information] with the Service Providers, representatives and/or third-parties as per privacy policy of the Bank, and the User/s hereby acknowledges the same. The privacy policy of the Bank is available on the following link - <https://www.indusind.com/content/indusind-corporate/en/personal/privacy-policy.html>

**7) KYC COMPLIANCE**

The User/s understand/s and acknowledge/s that appropriate documents are required to carry out KYC (Know Your Customer) checks as per statutory norms. The User/s further understand/s that as a part of the mandated process, statutory acceptable identity proofs and other mandated documents are to be provided and the User/s shall undertake to provide the same as and when so required and requested by the Bank. The User/s acknowledges to co-operate with the Bank for compliance of KYC and other statutory obligations as per requirements stipulated by Company.

**8) COMPLIANCE WITH APPLICABLE LAWS**

The User/s hereby acknowledge/s that:

- (i) the amount being invested by the User/s in the Product/s as offered by the Company is derived through legitimate sources and is not held or designed for the purpose of contravention of any act, rules, regulations or any status or legislation or any other Applicable Laws or any notifications, directions issued by any government or statutory authority from time to time.
- (ii) User/s shall comply with all Applicable Laws governing the Product/s, as may be relevant to the jurisdiction in which the User/s is/are residing and/or in which the Product/s are being offered.

9) **GOVERNING LAWS AND JURISDICTION**

These Referral Service/s are governed by Indian laws and subject to the exclusive jurisdiction of the courts in Mumbai.

10) **LIMITATION OF LIABILITY**

Notwithstanding anything contained in these Terms & Conditions, Service Literature and/or any other document, the Bank shall not be liable to the User/s for any loss or damage whatsoever or however caused or arising, whether direct, indirect, incidental, special, consequential, punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), whether based on contract, tort, strict liability or otherwise, arising out of or in connection with the:

- a) losses and/or damages that the User/s may suffer in connection with their selection of Product/s;
- b) unauthorized access to the Referral Services and/or Product/s;
- c) any interruption or stoppage in the User's access to and/or the use of the Referral Services and/or Product/s, (whether on account of maintenance activities or otherwise) or unavailability or suspension or termination of Referral Services due to any reason whatsoever;
- d) any inaccuracy, error or delay in, or omission of data, information or message, or transmissions thereof sent or received by the User/s in connection with the Referral Service

The User/s hereby understand/s that the Bank may be required to make appropriate disclosures of the Product/s to its regulator/s and as required under the Applicable Law/s. The User/s further understand/s that the Product/s not endorsed by Bank do not constitute any obligation whatsoever upon Bank.

11) **DISCLAIMER**

The User/s hereby acknowledge/s that the Bank, shall not provide or be deemed to provide any guarantee or assurance whatsoever in respect of inter alia (a) Product/s and/or any deficiency thereof; (b) the due performance and discharge of Company's duties and obligations with regard to the Product/s; (c) the arrangement entered / to be entered into by the Company with the User/s; (d) payments, if any to be made by the User/s to Company for the Product/s offered by the Company to such User; and (e) any regulatory compliance by the Company with respect to the Product/s as required under the Applicable Law/s. The Bank makes neither any commitments nor warranties to the User/s on behalf of the Company. The Bank makes no representation as to the accuracy, completeness or reliability of any information contained in the Services Literature in relation to the Product/s, whatsoever.

12) **Acceptance of these Terms:**

The User/s hereby expressly acknowledge/s and confirm/s that they have read and understood that the usage of the Referral Services is subject to the Terms and Conditions set forth herein and have accepted the same. Such action shall constitute valid acceptance and execution of these Terms and Conditions by the User/s.

The Bank shall be entitled to generate and retain a copy of this electronic record, including any print-outs or reproduction/s thereof in any form, and such electronic record shall be admissible as conclusive evidence of the User's/s' acceptance and acknowledgement of these Terms and Conditions in any legal, regulatory or judicial proceeding. The User/s expressly waive/s any objection to the admissibility of such records maintained or produced by the Bank.

## **SCHEDULE I – PRODUCT**<sup>1</sup>

1. Will Writing
2. Estate Planning
3. Family business planning
4. Estate & Succession planning

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<sup>1</sup> Detailed Product related features need to be incorporated. In case any part of the Product is skipped/missed out then it could lead to dispute / misalignment in future.